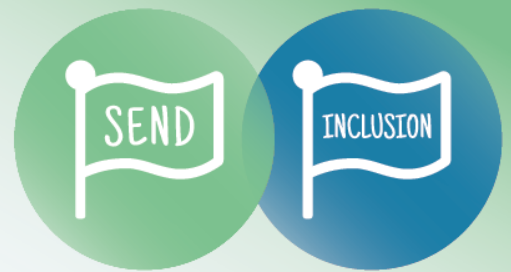


# Section 3



Understanding Social Emotional Mental Health and Reducing Exclusions

## 3.2 The role, operational and financial parameters of the High Risk Group

### What is the High Risk Group?

The High Risk Group (HRG) is a joint Local Authority/ School Peer Review Panel which aims to reduce the need for permanent exclusion and improve the outcomes for vulnerable children and young people (CYP) through inter-agency working.

The High Risk Group will seek to support children whom are on SEND support. Children and Young People with an Education, Health and Care Plan (EHCP) should have their needs met through the Plan and therefore we always advise schools to contact the EHCP Coordinator in the first instance to request an urgent review of their needs and provision.

### What are the aims of the HRG?

The HRG has the overarching purpose to prevent permanent exclusions.

- Ensuring appropriate assessments, planning and interventions are in place for children and young people (CYP) at imminent risk of PEX, or those of whom have multiple suspensions and their education is at severe risk.
- Offering independent view of the current strategies
- Sharing information from all appropriate agencies and facilitating inter-agency working
- Providing advice and guidance to schools
- Brokering support from agencies: CAHMs; Social care; Youth Offending Team; FYPS; PLC; EP service; EHCP Coordination team; Inclusion and Behaviour Team
- Providing direct, short-term funding to allow schools to implement an appropriate costed provision.

### The referral pathway to HRG support

Escalating challenging behaviour resulting in the risk of permanent exclusion is often the result of complex experiences, catalysts and needs. It is essential that school staff and leaders are accurately assessing need and identifying barriers to learning when a

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child is at imminent risk of exclusion. However, this may be difficult for several reasons, including unknown family history or unknown trauma, complex needs, parental disengagement and/ or staff not having relevant knowledge and expertise to be able to do this confidently and effectively.

Where schools have worked to find solutions in the best interests of the child but still remain at high risk of exclusion, or where multiple exclusions suggest the child is highly likely to be Permanently Excluded, a referral may be made to the High Risk Group – this could be for advice and or funding (funding criteria dependent).

The school must have demonstrated an appropriate level of school-based support with at least one cycle of an 'Asses, Plan, Do, Review' approach, referring to guidance from **The South Glos Way Inclusion Toolkit's Universal Provision** (Appendix A: [2.1](#)) and **Graduated Approach documents** (Appendix A: [2.5-2.8](#)), and attempted to assess and identify the child or young person's needs (incl. SEND, SEMH and environmental factors) via professional assessments and/ or the EHAP process.

Prior to referring to the HRG, schools should also consider the offer available through their Cluster, including access to professional support such as the PLC Education Inclusion Officers (EIOs) and Behaviour, Inclusion and Mental Health Support Teams. These professionals will be able to offer support and guidance and make recommendations as to how the school might support the child using existing resources, or make recommendations to seek advice from other professionals, or signpost other projects which may support the young person to reduce their risk of PEX.

Schools are able to go directly to EIOs or other professionals to request this support, and where this support is commissioned by Clusters, schools do not need to liaise further with the Cluster, as these professionals will confirm the details of commissioned time with the Cluster Heads/SENDCo directly. They will also liaise with the Cluster heads/SENDCo to consider any support available from Cluster commissioned work, before recommending other strategies.

Schools requesting professional support at this stage from services not commissioned by the Cluster will need to commission and cost any input directly from their own resources.

**The Graduated Response for Children and Young People at Risk of Exclusion** (Appendix B - below) outlines the necessary steps schools should take prior to making a referral to the High Risk Group panel.

## Making a referral for short-term funding to prevent PEX

Before making a referral to access advice or funding from the HRG panel, school representatives should endeavour to discuss with the relevant parents the operating parameters of the group and the reason for the referral. Specific parent/carer consent is not needed for each referred case but schools should read and sign the **High Risk Group Data Sharing Agreement** ([Appendix C - below](#)) before the first referral is made in each academic year. If a school has multiple referrers, we will forward the previously signed DSA to ask for confirmation that they are in agreement with regards data sharing procedures.

Referrers will need to evidence that they **have spent between £3000 - £6000 notional SEND allocation from the start of the current academic year.**

In addition to the notional SEND spend evidenced, there is an expectation that schools will have **utilised any Pupil Premium Grant** the young person is entitled to before making a bid to the HRG.

In the same way, should there be access to other funding streams such as National Tutoring Program or funding granted to the school to support whole-school approaches which could be of benefit to the young person and the reduction in their risk of PEX, the schools should endeavour to offer this to the student.

Interventions and provision planned should be supported by the principles of tangible target setting – SMART *Specific; Measurable; Achievable; Realistic and Time limited.*

Referral should be made through the completion of the **High Risk Group Referral Form 2022-23**, in addition to a **High Risk Group Costed Provision Plan** when the school are approaching the panel for funding. ([Appendices D & E: South Glos Way Toolkit documents 6.21 and 6.22, respectively](#))

The funding panel will review referrals on a case-by-case basis but will ordinarily only allocate **funding for up to 12 weeks** and up to a **maximum of £4,000 per pupil.**

**The High Risk Group Triage Checklist** ([Appendix F - below](#)) should be referred to before the completed application for advice and/or funding is submitted to [HRGreferral@southglos.gov.uk](mailto:HRGreferral@southglos.gov.uk), in line with the submission dates as outlined on the **High Risk Group Panel Meeting Dates 2022-23** ([Appendix G - below](#)).

Completed referral forms and costed plans will be triaged by the **Local Authority Fair, Access and Exclusions Officer** on the Monday prior to the HRG panel and any questions or queries will be raised with the referrer. If the young person is to be added to the agenda the referrer will be notified, via email; we ask that, where possible, Headteachers, as well as the referrers, attend the meeting.

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Where there is key information missing, relevant documents not included in the referral submission, or where it appears the funding parameter criteria has not been met, the Local Authority Fair Access and Exclusions Officer will contact the school representative to ask for a review of the application and, upon receipt of the information, make a decision as to the inclusion of the case on subsequent panel meeting agendas.

## **Frequency and format of the HRG panel meetings**

HRG panels convene bi-weekly and are two hours in length (typically 1:00-3:00pm). Meetings are facilitated by the Local Authority and Chaired by a primary and secondary headteacher.

Following triage and the development of the agenda, a Microsoft TEAMS link will be sent out to all panel members as well as the school representatives. Whilst each case will be allotted 15 minutes within the schedule, we ask that school representatives attend for the full panel as part of the reciprocal and collegiate process in sharing and discussing best practice as well as offering support to colleagues.

The appropriate phase Headteacher Chair (either Primary or Secondary) will summarise for the rest of the panel based on the information included in the 'Pen Portrait' on the referral form. The Chair will invite the referrer to update the delegates on the current position or if there have been any developments since the referral was submitted for triage.

All panel members will discuss the case and offer support and guidance as appropriate. The panel members may ask supplementary questions of the referring Headteacher/ school representative regarding the request for funding or aspects of the referral, as well as make suggestions for actions moving forward.

A decision will be made within the meeting as to whether the funding requested can be allocated or whether there are special conditions or circumstances specific to the case. In extraordinary cases the panel may take the decision-making process outside of the meeting and further communication with the referrer may be necessary.

The Chair will summarise the advice and guidance given by the panel, the allocated funding for the pupil, as well as the timescales agreed for the funding. Confirmation of agreed actions and funding will be shared by the Local Authority Fair Access and Exclusions Officer via email following the meeting.

Funding agreed will be paid via the raising of a Purchase Order and invoice to the school – the Local Authority will not make payments directly to the intervention or

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Alternative Provision provider. The contact details of the finance/business contact for the school/academy should be included on the referral form.

There is an expectation of the panel that, following allocation of funding, referrers will participate in an evaluation process to measure the impact of the provision, which will include the completion of a second **Ready for Reintegration Diagnostic Profile** (Appendix H – South Glos Way Toolkit document [6.23](#)) which will form part of the discussion of an **HRG evaluation conversation** (to be held approximately one month after the completion of the funded intervention(s)). As well as identifying the impact of the provision it will enable the panel to develop an inventory of interventions and providers which future referrers could be directed to. The evaluation mechanism will be discussed with the referrer following the funding allocation.

In the main, the panel will not allocate funding to a pupil twice but, in extraordinary situations, following a triage discussion with the Fair Access and Exclusions Officer, the panel may approve further funding where clear impact rationale can be outlined.

For both interventions planned for completion on school site, and those to be completed at alternative provision, there should be mechanisms in place to review the targets set and the impact the intervention has had on the pupil in reducing their imminent risk of exclusion. Where funding is allocated to support the attendance at an unregistered alternative provision the school remain responsible for the safeguarding of the pupil.

## Financial parameters of the High Risk Group

The panel will consider each costed provision plan on a case-by-case basis but will work to the following financial parameters of funding to ensure equity across the schools within the Local Authority:

- Children and Young People with an Education, Health and Care Plan will not be allocated funding through HRG as their needs should be met through their plan. Where pupils with an EHCP are at imminent risk of exclusion the school should contact the EHCP Case Coordinator as well as their Cluster Lead/ SENDCo. An emergency Annual Review should be called if a school feel a PEX is imminent. It may be, that in extraordinary circumstances, a child with an EHCP will be added to the agenda at the request of the school for discussion as key personnel are present for a focused discussion.
- The HRG panel will not be able to support any requests for additional staffing costs during the '20-week EHCP window' whilst a child is awaiting the outcome of the Education, Health, and Care Plan Needs Assessment.

## **The South Glos Way: A SEND and inclusion toolkit for South Gloucestershire education settings and professionals**

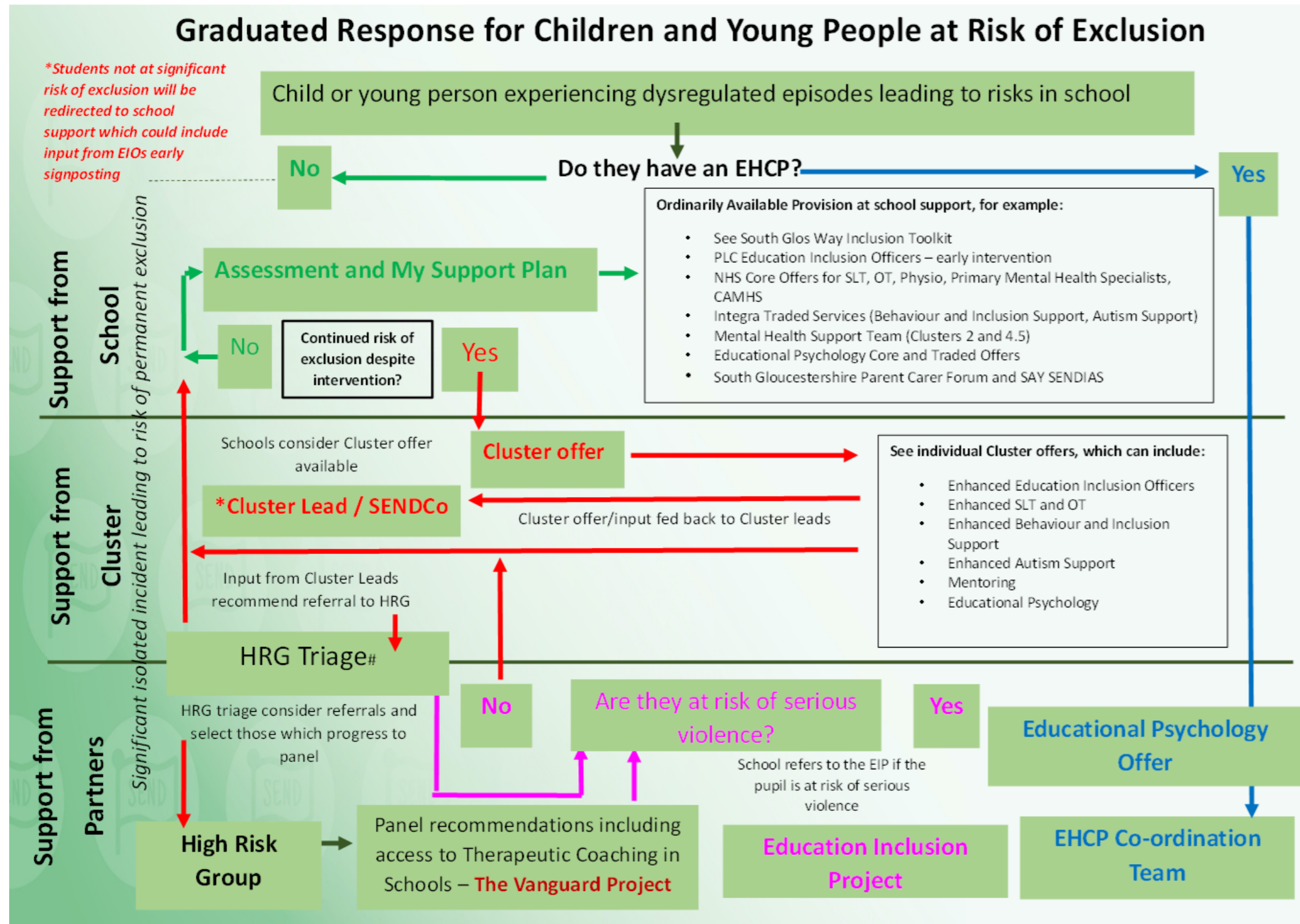
- The HRG panel will support requests for short -term funding; the funding is not intended to support ongoing educational provision over a sustained period or alternative educational pathways. The intention is that the short-term interventions or use of Alternative Provision support the child to reintegrate back into their classroom environment and reduce the risk of exclusion.
- Where external professionals e.g., Educational Psychologist team advocate the notion that a child would benefit from 1:1 adult support to regulate behaviours to reduce their risk of PEX, the panel will consider the allocation of funds.
- The panel will not allocate funding to support existing staffing structures within school e.g., where senior leaders are supporting behaviour of individuals at risk of exclusion, with the exception of where existing staff are redeployed but funding is required to backfill the post/hours
- It is strongly recommended that schools utilise existing staff members to facilitate multi-agency recommendations for 1:1 provision/ extra support for children; the panel advocate the use of adults who are familiar with the needs of the young person, the operation of the school and specific safeguarding policies and procedures. Schools may look to increase hours of existing staff members or redeploy staff and backfill the post/hours to provide the most appropriate support for an individual.
- Where schools can demonstrate reasonable endeavours have been made to use existing staff members to cover additional support for individuals (either through the increase in hours or through redeployment and backfilling of contracted hours) but this has been unsuccessful, the panel may consider funding the support the use of agency staff (costs would be included up to the maximum application referral of £4,000). In such cases the High Risk Group panel will not fund any associated introduction or administration costs to engage the agency and schools will be expected to cover any difference in costs of agency staff compared to equivalent salaried members of the school staff.
- Where additional adult support is required to facilitate a young person's access/ attendance to an alternative provision, the panel will consider funding the request where additional hours are needed, or existing staff are redeployed but funding is required to backfill the post/hours. It is strongly recommended that schools utilise existing staff members who are familiar with the needs of the young person, the operation of the school and specific safeguarding policies and procedures to facilitate this.
- Associated Transport costs to and from an alternative provision will not be funded through the panel.

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- The HRG panel will not accept requests for funding to cover observations or facilitate support from other professionals such as Educational Psychologists or Inclusion Support.
- Requests made for items such as laptops or manipulatives, which would ordinarily be made available to children through whole-school or department budgets, will not be supported.

CONTACT DETAILS		
<b>Fair Access and Exclusions Officer:</b> 01454 868413	Bex Chatterton	<a href="mailto:hrgreferrals@southglos.gov.uk">hrgreferrals@southglos.gov.uk</a>
<b>Primary Chairs:</b> Kathryn Absalom <a href="mailto:kathryn.absalom@sgmail.org.uk">kathryn.absalom@sgmail.org.uk</a> Tom Hutchings <a href="mailto:Tom.hutchings@cherrygarden.org.uk">Tom.hutchings@cherrygarden.org.uk</a>		
<b>Secondary Chair:</b>	Katherine Turner	<a href="mailto:katherine.turner@chippingsodburyschool.com">katherine.turner@chippingsodburyschool.com</a>

## Appendix B – Exclusions Flowchart





## Nested List to describe the Graduated Response for Children and Young People at Risk of Exclusion Flowchart:

### 1. Child or young person experiencing dysregulated episodes leading to risks in school

1.1 Forward to 'Do they have an EHCP?' (2)

### 2. Do they have an EHCP?

2.1 No - Forward to **Assessment and My Support Plan** (3)

2.2 Yes - Forward to Educational Psychology Offer/ EHCP coordination team

### 3. Assessment and My Support Plan

3.1 Ordinarily Available Provision at School Support, for example:

- See South Glos Way Inclusion Toolkit
- PLC Education Inclusion Officers – early intervention
- NHS Core Offers for SLT, OT, Physio, Primary Mental Health Specialists, CAMHS
- Integra Traded Services (Behaviour and Inclusion Support, Autism Support)
- Mental Health Support Team (Clusters 2 and 4.5)
- Educational Psychology Core and Traded Offers
- South Gloucestershire Parent Carer Forum and SAY SENDIAS

3.2 Forward to **Continued Risk of Exclusion Despite Intervention** (4)

### 4. Continued Risk of Exclusion Despite Intervention

4.1 Yes - **Forward to Cluster Offer** (5)

4.2 No - **Back to Assessment and My Support Plan** (3)

### 5. Cluster Offer

5.1 See Individual Cluster Offers, which can include:

- Enhanced Education Inclusion Officers
- Enhanced SLT and OT
- Enhanced Behaviour and Inclusion Support
- Enhanced Autism Support

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- Mentoring
- Educational Psychology

5.2 See Cluster Lead SENDCo (6)

### **6. Cluster Lead SENDCo**

11.1 Recommend referral to HRG - triage# (7)

### **7. HRG triage#**

7.1 Forward to High Risk Group (8)

7.2 Back to Assessment and My Support Plan (3)

7.3 Are they are at risk of Serious Youth Violence? (9)

### **8. High Risk Group**

8.1 Panel makes recommendations access to Therapeutic Coaching in Schools

8.2 Education Inclusion Project

### **9. Are they at risk of Serious Youth Violence?**

9.1 No - Back to Cluster Lead/SENDCo

9.2 Yes - Forward to Education Inclusion Project

## Appendix C - South Gloucestershire Council Information Sharing Agreement - DATA SHARING PROTOCOL FOR HIGH RISK GROUP

This is an agreement between:

Org Name & Address:
Org Key Contact Name and contact details:
Org DPO Contact details:
<i>Please also sign and date at the bottom of this document</i>

and **South Gloucestershire Council (SGC)**.

### Purposes and benefits of information sharing

#### Introduction

The High Risk Group (HRG) is a Joint Local Authority/ School Peer Review Panel which aims to reduce the need for permanent exclusion and improve the outcomes for vulnerable children and young people (CYP) through inter-agency working.

***The HRG has the overarching purpose to prevent permanent exclusions through the sharing of contextual information and facilitating inter-agency working and advice giving to support the young people who have been referred.***

Referrers (representatives of South Glos schools) submit contextual information regarding the young person who is at significant risk of exclusion or, in some case, where education is at serious risk due to significant lack of engagement or attendance, to the Fair Access and Exclusions Officer via a secure email.

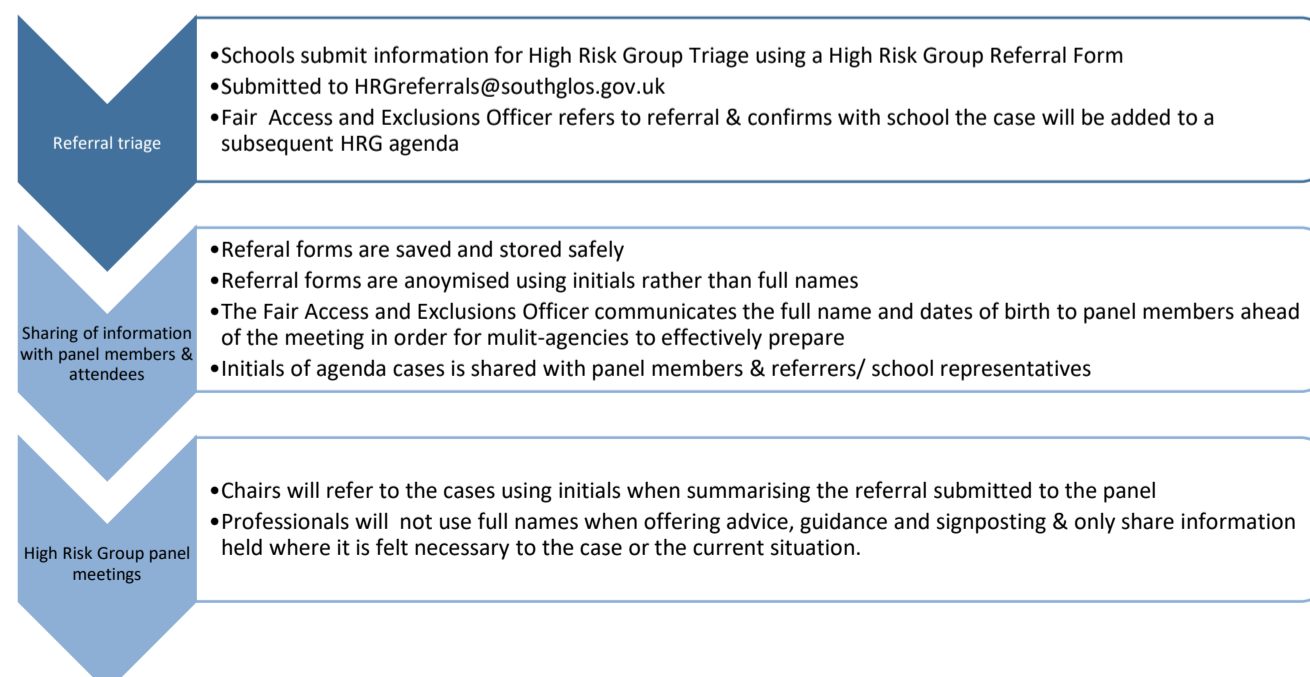
The referral case is triaged and where it meets financial and operating criteria will be added to the agenda. Before adding to the agenda, the referral forms will be anonymised to include initials rather than full names to ensure an individual cannot be identified by other referrers attending the panel meeting or by the Headteacher Chairs. The Fair Access and Exclusions officer will share full names with the multi-agencies separate to the agenda to allow them to read any historic reports about the case to offer the most appropriate advice to the referrer during the panel meeting. Children and Young People will be referred to by initials during the panel.

Discussion at the panel meeting seeks to broker support for schools and Children and Young People from various agencies: Child and Adolescent Mental Health Service; Social care; Youth Offending Team; Families and Young People Service; Pathways Learning Centre; Educational Psychology service; Education and Health Care Plan Coordination team; Inclusion and Behaviour Team and the Violence Reduction Unit; SEND & Inclusion Officers as well as Local Authority officers used in support roles.

The effectiveness of the High Risk Group in their overarching aim to support Children and Young People at significant risk of exclusion depends wholly on the sharing of information relevant to the case.

#### Process Data Flow

The flow diagram below details the interactions between the various partners.



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### **HIGH RISK GROUP Flow Diagram to illustrate the process of information collection and sharing**

#### **1.3 Information Exchanged**

##### **Information Exchanged**

Due to the nature of the panel and the work carried out the information and data shared could be categorised as personal and sensitive information.

Information gathered on the referral form which is then shared with panel members includes:

Full name (Initials are used when the triaged form is disseminated to panel members)

- Age
- School attended (& previous schools)
- Year group
- Ethnicity
- Gender
- Sex
- Attendance
- SEND information & assessment data
- A summary of health and SEND professionals involved

Data will be shared on a bi-weekly basis in line with the calendar of High Risk Group panel meetings.

This data will be accessed by the High Risk Group in the South Gloucestershire Local Authority. All South Gloucestershire Council colleagues are trained in data control and all panel members, including the Headteacher Chairs, will have a good understanding of processing data and how to safeguard children in doing so.

The data is shared with attendees via secure email. Chairs and members of panel will receive initialized information. Those attending that do need the full name due to direct involvement in support, for example educational psychologists, will receive these details in a separate email so those without a business need to view this data do not receive this. Other schools attending will only have initials in both documents and during the meeting, so that data is shared proportionately.

There are no circumstances where this data should be disclosed to any other individuals or organisations or used by the High Risk Group for any purpose other than that set out in the agreement.

If data of a more particularly sensitive or confidential nature needs to be discussed in relation to a specific pupil, other attendees not directly involved with that pupil's support will be asked to leave the meeting while this is discussed.

Data should be stored securely upon receipt by attendees in line with their obligations under the Data Protection Act and UK GDPR. No data should be stored in an unsecure format.

Any attempt to re-identify data that was shared in an anonymised format is prohibited for attendees not directly involved in a data subject's support.

#### **1.4 Retention Periods**

SGC will hold data for six years (Section 2 of the Limitation Act) from date of receipt as data may be required for future support work with these data subjects. This retention period may need to be extended for certain records, for example if safeguarding needs are identified.

Processors directly involved in a data subject's support will hold the data under the obligations defined in this agreement for the period needed to provide this support.

Attendees not directly involved in a data subject's support, such as the chairs and other schools, are to delete the agenda and any recorded data after the meeting.

#### **Roles and responsibilities of Partners**

**South Glos Council – Data Controller** – Service areas include: Social care; Youth Offending Team; Families and Young People Service; Educational Psychology service; Education and Health Care Plan Coordination team; Violence Reduction Unit, Safeguarding, Attendance, exclusions and licensing; SEND & Inclusion Officers

**Referring School – Data Processor**

**External organisations – Data Processor** – Pathways Learning Centre, Inclusion and Behaviour Team, Child and Adolescent Mental Health Service, other attending schools.

**Data Subjects.** – School pupils, parents

#### **Legal Basis for Processing**

## **The South Glos Way: A SEND and inclusion toolkit for South Gloucestershire education settings and professionals**

The principal laws concerning the protection, disclosure and use of personal information include those listed below:

- the Data Protection Act 2018
- UK General Data Protection Act (UK GDPR) Art 6(1)(e) public task/fulfilment of official duties under section 13 of the Education Act 1996. Additional basis for special category data, Article 9(2)(g) reasons of substantial public interest. The specific condition that applies under Schedule 1 Part 2 the Data Protection Act 2018 is paragraph 6 (statutory and government purposes) in order to fulfil legislative duties under Education Act 1996.

If during this process a child is deemed to be at risk or requires safeguarding, another relevant legal basis may apply to process and retain the data.

Anonymised data will be kept for statistical purposes by SGC to assist with evaluation of the scheme.

The Controller and Processors are to ensure they have an up-to-date privacy notice that covers the use of data for the purposes of the HRG.

### **3 Processor Obligations in Relation to the Processing of Council Data**

3.1 To the extent that the performance of the Provider's obligations, and any supporting and/or ancillary activities, involves processing Council Data, the Provider acting as Processor shall:

3.1.1 only carry out processing of Council Data in accordance with the Council's documented instructions, including where relevant for transfers of UK resident Council Data outside the European Economic Area ("EEA") or to an international organisation (unless the Provider is otherwise required to process Council Data by European Union, Member State and/or UK law to which the Provider is subject, in which case the Provider shall inform the Council of that legal requirement unless prohibited by that law on important grounds of public interest), and shall immediately inform the Council if, in the Provider's opinion, any instruction given by the Council to the Provider infringes Privacy and Data Protection Requirements;

3.1.2 notify the Council without undue delay of any requests received from a Data Subject exercising their rights under Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Council by taking appropriate technical and organisational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Privacy and Data Protection Requirements, including responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;

3.1.3 take all security measures required in accordance with Privacy and Data Protection Requirements (including where relevant, Article 32 (Security of Processing) of the GDPR, and at the request of the Council provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against unauthorised or unlawful processing and accidental loss; and detect and report Personal Data breaches without undue delay;

3.1.4 where relevant for the processing of Council Data and taking into account the nature of the processing and the information available to the Provider, use all measures to assist the Council in ensuring compliance with the Council's obligations to;

keep Personal Data secure (Article 32 GDPR);

notify Personal Data breaches to the ICO (Article 33 GDPR);

advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);

carry out data protection impact assessments (Article 35 GDPR); and

consult with the ICO where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).

without undue delay, inform the Council on becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Council Data transmitted, stored or otherwise processed. The Provider accepts and acknowledges that the Council shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by the Provider under Privacy and Data Protection Requirements, including but not limited to any communications with the ICO. The Provider agrees not to act in any way upon such disclosure without the prior written consent of the Council;

make available to the Council all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Council or another auditor mandated by the Council as set out in clause 4; and

in addition to the confidentiality obligations contained within the Agreement, ensure that persons authorised to process the Council Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2 On expiry or termination of the Agreement, the Provider shall immediately cease to use Council Data and shall arrange for its safe return or destruction as shall be required by the Council (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within the Council Data or an exemption under the GDPR applies).

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### **4 Audit Rights**

4.1 Upon the Council's reasonable request, the Provider agrees to provide the Council with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement) which will enable it to verify and monitor the Provider's compliance with its data protection and security obligations under the terms of this Agreement, within 14 days of receipt of such request, and to notify the Council of the person within the Provider's organisation who will act as the point of contact for provision of the information required by the Council.

4.2 Where, in the reasonable opinion of the Council, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR, the Council will be entitled, upon reasonable prior written notice to the Provider and upon reasonable grounds, to conduct an on-site audit of the Provider's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under this Agreement.

4.3 Any audit carried out by the Council will be conducted in a manner that does not disrupt, delay or interfere with the Provider's performance of its business. The Council shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Agreement.

4.4 Any audit right granted to the Provider under the Agreement shall remain in full force and effect. In the event that there is no audit right in favour of the Provider or the audit right contained in the Agreement in favour of the Provider is not sufficient to enable it to verify and monitor the Council's compliance with its data protection and security obligations under the terms of this Agreement, then, the Provider shall be entitled to carry out an audit of the Council on reciprocal terms as those set out in clauses 4.1, 4.2 and 4.3 above.

### **5 Use of Sub-Processors**

5.1 The Council confers their consent for the Provider to use Sub-processors in the delivery of the Service. Where the Provider uses a Sub-processor(s) in relation to the Council Data the Provider shall:

5.1.1 in relation to UK resident Personal Data, enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this Agreement upon the Sub-Processor to the extent applicable to the nature of the services provided by such Sub-processor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR;

5.1.2 shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this Agreement; and

5.1.3 where required by law, the Provider shall inform the Council of any intended changes concerning the appointment or replacement of a Sub-processor with access to Council Data and give the Council the opportunity to object to such changes.

### **6 Transfers of UK Resident Personal Data to Third Countries or International Organisations**

6.1 The Provider shall not cause or permit any Council Data relating to a UK resident to be transferred outside of the European Economic Area (EEA) unless such transfer is necessary for the purposes of supplying the Services under the Agreement, in which case the provisions of this clause 6 shall apply.

6.2 Transfer subject to adequate safeguards: Where obligations exist under the Agreement to transfer a UK resident's Personal Data for processing outside of the EEA, the Provider agrees to provide and maintain appropriate safeguards as set out in Article 46 of the GDPR for the lawful transfer the Personal Data to a third country.

6.3 Transfers based on adequacy decisions: Clause 6.2 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has determined as offering an inadequate level of protection.

6.4 Transfers to any other country: The Provider and any Sub-processors engaged by the Provider will not transfer ANY Personal Data to third countries unless clauses 6.1 and 6.2 above are satisfied and clause 6.3 does not apply.

### **7 Security Information**

#### **Security**

Data will be transmitted using secure email via the Fair Access and Exclusions Officer using [HRGreferrals@southglos.gov.uk](mailto:HRGreferrals@southglos.gov.uk) and Business Support Colleagues [CAHNotetakersBMR@southglos.gov.uk](mailto:CAHNotetakersBMR@southglos.gov.uk) or [cahbussupportbmr@southglos.gov.uk](mailto:cahbussupportbmr@southglos.gov.uk)

The information submitted by the referrer (school) will be stored securely within South Gloucestershire Council's systems and only accessed by those directly responsible for supporting the data subjects.

Processors are to use secure email addresses when contacting SGC and are required to store all information securely upon receipt.

#### **Data Breach**

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If an information security incident occurs then this should be reported to [CAHDataProtection@southglos.gov.uk](mailto:CAHDataProtection@southglos.gov.uk) immediately upon occurrence of the incident in order to comply with ICO reporting timescales. Processors must assist SGC in fulfilling their GDPR obligations in respect of handling data breaches, including the reporting to Supervisory Authorities.

**Data Subject Rights and Complaints**

Parties to this agreement must assist each other in fulfilling their GDPR obligations in respect of the exercise by data subjects of their rights under GDPR and the Freedom of Information Act where relevant. All parties should have procedures in place in order to comply with individual Data Subject rights and will enact these upon receipt of a valid request. If a request is received that appears to instead be aimed at or better served by one party, or requires involvement and input of the other party, the recipient will endeavour to notify the other party and forward the request as soon as possible so that the request can be resolved.

Any complaints relating to this information sharing process should be directed to [CAHFeedback@southglos.gov.uk](mailto:CAHFeedback@southglos.gov.uk) - Feedback and Information Governance Team, Children, Adults & Health, South Gloucestershire Council.

GDPR rights or concerns should be directed to [DPO@southglos.gov.uk](mailto:DPO@southglos.gov.uk) - Data Protection Officer, PO Box 1953, The Council Offices, Badminton Road, Bristol, BS37 0DB

**Monitoring and Review**

The Data agreement will initially be reviewed on a yearly basis by SGC and any changes communicated to Processors upon a new referral. The agreement will be sent to new Processors on receipt of the initial referral. On subsequent referrals from the same Processor, a copy of the signed DSA will be sent to remind the Processor of their obligations. After a year, any subsequent referral from an existing Processor will be prompt a request for them to review the DSA to confirm they still agree.

Both Participants to this information sharing agreement reserve the right to terminate this agreement immediately in the following circumstances:

- by reason of cost, resources or other factors beyond the control of South Gloucestershire Council
- if any material change occurs which, in the opinion of either participant significantly impairs the value of the data sharing arrangement in meeting their respective objectives.

If there is a significant complaint, or a security breach, this may also prompt a review and update of the arrangement, as well as if there is a change in circumstances or rationale for the data sharing.

In the event of a significant security breach or other serious breach of the terms of this agreement by either participant the Information sharing agreement will be terminated or suspended immediately without notice. On expiry or termination of the Agreement, the Provider shall immediately cease to use Council Data and shall arrange for its safe return or destruction as shall be required by the Council (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within the Council Data or an exemption under the GDPR applies).

**Signatories**

The signatories to this protocol will agree to share data with one another providing the following conditions are met:

- There is a clear legal basis for sharing data
- That it is necessary to share data
- That the data being shared is proportionate.

The details of which are covered off in the body of the report.

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<b>NAME</b>	<b>NAME</b>
<b>POSITION</b>	<b>POSITION</b>
<b>ORGANISATION</b> South Gloucestershire Council	<b>ORGANISATION</b>
<b>Date</b>	<b>Date</b>

**Distribution**

A copy of this agreement, once signed, should be held by each signatory, the relevant Information Asset Owner and the Information Governance Compliance Officer (Policy) for inclusion in the central register.

## Appendix F - REFERRAL TO PANEL TRIAGE CHECKLIST (FOR SCHOOL USE ONLY)

Before submitting the referral to the panel triage please check you have included/ can evidence the following,

- The young person is at imminent risk of permanent exclusion; has experienced multiple dysregulated episodes which might result in risks in school, multiple suspensions & significant disengagement in school which places their education at risk.
- The school have referred to the Graduated Response for Children and Young People at Risk of Exclusion flowchart & explored what is ordinarily available when planning provision to support the young person at risk.
- Have completed at least one cycle of an 'Asses, Plan, Do, Review' approach, following guidance from The South Glos Way Graduated Response Toolkit, and attempted to assess and identify the child or young person's needs.
- Have put in place recommendations made by professionals involved & reflected on the impact/ reviewed provision.
- Where risk remains, have contacted Cluster for support, put in place recommendations made and explored where Cluster commissioning can support the planned provision map.
- Where there remains imminent risk to the child following SEND Cluster referral, the SEND Cluster Lead/Lead SENDCo has recommended referral to High Risk Group Triage.
- High Risk Group referral form** completed which includes,
  - reference to the completed **Ready for Reintegration Diagnostic Tool**,
  - **evidence of on average £3000-£6000 notional SEND** spend used for the child since the start of **this academic year**
  - **evidence of the use of any Pupil Premium Grant** funding for the child **this academic year**
  - **a summary of the provision** you are asking the panel to consider supporting
- Where funding is requested a **High Risk Group Costed Provision Plan** has been completed (to align with financial parameters illustrated in the *Role of The High Risk Group & Financial & Operating Parameters document*, up to a maximum of £4,000 & time limited to a maximum of 12 weeks) which clearly outlines SMART targets for impact measures
- Endeavours made to inform parents/carers of intention to refer to the HRG & the **High Risk Data Sharing Agreement** has been read, signed and completed by the referring school – to be submitted for triage with the referral form.
- Agreement to participate in evaluating the impact of the intervention(s) through the completion of a follow-up **Ready for Reintegration Diagnostic Tool** to be shared with the Fair Access & Exclusions Officer during an evaluative conversation (to be held approximately one month after the completion of the funded intervention).

<b>Name of the child</b>		<b>Date of referral</b>	
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# Appendix G - High Risk Group Calendar Overview 2022-23

November 2022 – July 2023

Held virtually via Teams: Fortnightly meeting  
 Tuesdays 1.00pm – 3.00pm  
 (Chairs & Fair Access and Exclusions Officer Pre-Meet: Tuesdays 12.30pm – 1.00pm)

Meeting Reference	Event	Date	Primary Chair	Secondary Chair	Headteacher PLC	EP Service	Education Health and Care Plan Team	Enable Trust – The Vanguard Project	Youth Offending Team	Primary Mental Health Specialist	Safeguarding	Young People Support YPS	Violence Reduction Unit
<b>Term 1</b>													
<b>Annual Induction</b>		<b>18.10.22</b>	HRG Chairs & Fair Access and Exclusions Officer Meeting 1.00pm – 2.00pm										
<b>Term 2</b>													
2A	Deadline	05.12.22											
	Triage	08.12.22											
	HRG Meeting	13.12.22	Tom Hutchings	Katherine Turner	Louise Leader	Rachel Millett	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
<b>Autumn review</b>		<b>TBC</b>	Chairs & Fair Access and Exclusions Officer 1:00pm – 2:00pm										
<b>Term 3</b>													
3A	Deadline	03.01.23											
	Triage	05.01.23											
	HRG Meeting	10.01.23	Kathryn Absalom	Katherine Turner	Louise Leader	Simon Marchant	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
3B	Deadline	16.01.23											
	Triage	19.01.23											
	HRG Meeting	24.01.23	Tom Hutchings	Katherine Turner	Louise Leader	Info. by proxy	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
3C	Deadline	30.01.23											
	Triage	02.02.23											
	HRG Meeting	07.02.23	Kathryn Absalom	Katherine Turner	Louise Leader	Bridget Simms	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
<b>Term 4</b>													
4A	Deadline	27.02.23											
	Triage	02.03.23											
	HRG Meeting	07.03.23	Tom Hutchings	Katherine Turner	Louise Leader	Not available	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
4B	Deadline	13.03.23											
	Triage	16.03.23											
	HRG Meeting	21.03.23	Kathryn Absalom	Katherine Turner	Louise Leader	Simon Marchant	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
<b>Term 5</b>													
<b>Spring review</b>		<b>28.03.23</b>	Chairs & Fair Access and Exclusions Officer 1:00pm – 2:00pm										
5A	Deadline	27.03.22											
	Triage	30.03.23											
	HRG Meeting	18.04.23	Tom Hutchings	Katherine Turner	Louise Leader	Rachel Millett	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
5B	Deadline	24.04.23											
	Triage	27.04.23											
	HRG Meeting	02.05.23	Kathryn Absalom	Katherine Turner	Louise Leader	Simon Marchant	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
5C	Deadline	08.05.23											
	Triage	11.05.23											
	HRG Meeting	16.05.23	Tom Hutchings	Katherine Turner	Louise Leader	Rachel Millett	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
<b>Term 6</b>													
6A	Deadline	05.06.23											
	Triage	08.06.23											
	HRG Meeting	13.06.23	Kathryn Absalom	Katherine Turner	Louise Leader	Simon Marchant	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
6B	Deadline	19.06.23											
	Triage	22.06.23											
	HRG Meeting	27.06.23	Tom Hutchings	Katherine Turner	Louise Leader	Info. by proxy	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
6C	Deadline	03.07.23											
	Triage	06.07.23											
	HRG Meeting	11.07.23	Kathryn Absalom	Katherine Turner	Louise Leader	Bridget Simms	TBC	Duncan Gillard	Rachel Sharvell-Smith	Laurie-Ledger Hardy	Lynda Cordukes	Arran Bees	Kirsty Harris
<b>Summer Review</b>		<b>18.07.23</b>	Chairs & Fair Access and Exclusions Officer 1:00pm – 2:00pm										

**The South Glos Way: A SEND and inclusion toolkit for South Gloucestershire education settings and professionals**

CONTACT DETAILS			
<b>Fair Access and Exclusions Officer:</b>	Bex Chatterton	<a href="mailto:HRGreferrals@southglos.gov.uk">HRGreferrals@southglos.gov.uk</a>	01454 868413
<b>Primary Chairs:</b>			
Kathryn Absalom	<a href="mailto:kathryn.absalom@sgmail.org.uk">kathryn.absalom@sgmail.org.uk</a>	Tom Hutchings	<a href="mailto:Tom.hutchings@cherrygarden.org.uk">Tom.hutchings@cherrygarden.org.uk</a>
<b>Secondary Chair:</b>	Katherine Turner	<a href="mailto:katherine.turner@chippingsodburyschool.com">katherine.turner@chippingsodburyschool.com</a>	