

# MAYVILLE HIGH SCHOOL



## Exclusion Policy

**This policy is applicable to all pupils, including those in the EYFS.**

Mayville aims to provide a caring and supportive environment for all pupils within the school. Because of the nature of the school, all will be done to try to reinforce positive behaviour, rather than just punish negative acts. To exclude a pupil, is, therefore, seen as a last resort by the school and will only be utilised if a serious breach of the school's expected standards of behaviour is involved, (e.g. bringing drugs into school; physical abuse of other pupils or staff) or where a pattern of poor behaviour/attendance or work has not been remediated despite efforts on the part of the school.

Whilst the rights and needs of the individual are important, so they must be earned and must not prejudice those of other members of the school community.

### ***FIXED PERIOD AND PERMANENT EXCLUSIONS POLICY***

#### A GENERAL GUIDANCE FOR PARENTS

Throughout the guidance, the expression "parents" is used for those having parental responsibility for the child.

#### EQUAL OPPORTUNITIES

This Exclusion Policy will be operated in accordance with the School's Equal Opportunities Policy.

#### REASONS FOR EXCLUSION

A pupil may be excluded from school (by being sent home or on occasion within school or having her/his return to school prevented) for either:

- a) a fixed period of time ("fixed period exclusion"); or
- b) permanently - whereby the pupil will not be permitted to return to school ("permanent exclusion").

A decision to exclude a child for a fixed period or permanently should be taken only:

- a) where there has been a serious breach, or serious breaches, of the school's discipline policy and/or any related policies such as the school rules, Acceptable Use Agreement,, anti-bullying policy and drugs policy; or
- b) where there has been a build up of incidents over time, which, in the professional judgement of the Head, constitutes a concerted flouting of the school's rules and regulations. Whilst generally exclusion is not an appropriate

# MAYVILLE HIGH SCHOOL



sanction for minor incidents, in such cases of repeated breach, a fixed period exclusion may be given, and any subsequent failure to abide by the school's rules and regulations could give rise to permanent exclusion; or c) if allowing the pupil to remain in school will seriously harm the education or welfare of other pupils in the school or the welfare of staff.

Immediate action may need to be taken to protect pupils and staff and a pupil may be permanently excluded for a first offence, particularly if it involves violence or another criminal offence. Following any essential immediate action all due procedures must be observed.

N.B: The following cases do not fall within the Exclusions Policy:-

- i) where the Head gives contractual notice in accordance with Mayville's terms and conditions (parent contract).
- ii) where parents are in breach of contract for non-payment of fees, or due to unacceptable behaviour on their part.

Such cases will lead to a required withdrawal of the pupil, and are determined in accordance with the parent contract.

Further guidance on exclusions for particular reasons is set out below:

## a) Drug related exclusion

Drug related incidents present complex problems for schools. The possession, supply, or taking of drugs may involve a criminal offence; effective liaison with the police will help in the appropriate handling of such incidents.

In the majority of cases permanent exclusion will be the appropriate course, but on some occasions fixed period exclusion may be more appropriate. Any such fixed period exclusion may be accompanied by a requirement to comply with subsequent random drugs testing at the parents' expense.

It is a criminal offence to carry an offensive weapon in or around a school's premises and in the majority of cases permanent exclusion will be the most appropriate course.

The Local Authority will be notified of the date on which a pupil is removed from the school roll if no alternative arrangements have been made for the pupil's education and s/he is below the statutory school leaving age (the pupil should not be removed from the school roll until the appeal process has been concluded.)

# MAYVILLE HIGH SCHOOL



## PROCEDURE FOR EXCLUSION CASES

### 1. INVESTIGATION

1.1 The Head will conduct a full investigation into the circumstances leading up to the proposed exclusion and, in particular, will:

- a) where relevant speak to other members of staff and/or pupils;
- b) co-operate with a police investigation if it is suspected that a criminal offence has been committed; and
- c) interview the pupil,

1.2 Detailed written records of all stages of the investigation must be retained by the Head.

### 2. FIXED PERIOD EXCLUSIONS

2.1 The Head may, after conducting an investigation, exclude a pupil for up to 5 school days but must:

- a) ensure that the parents have received notice of the exclusion, if possible by telephone or in person, before it takes effect;
- b) ensure that satisfactory arrangements have been made if the pupil is to be sent home immediately, having due regard to safeguarding issues, or that clear arrangements are in place in the exceptional circumstance that a pupil's exclusion is conducted within school premises;
- c) inform the Chairman of the School Trustee Board;

2.2 When exclusions exceed one school day, work should be set to be undertaken at home and followed up on the pupil's return to school. For the avoidance of doubt, an exclusion for part of a day will count as one day of exclusion.

2.3 Where school activities occur within the exclusion period (including outside normal school hours) the pupil should normally not take part in such activities.

2.4 Where a pupil is excluded for a fixed period, any complaint by the pupil's parents should be made under the School's Complaints Procedure.

### EXCLUSIONS

3.1 Where the Head considers that the permanent exclusion of a pupil may be warranted in the circumstances, the Head will conduct an investigation. In most cases, it will be appropriate to exclude the pupil for a period not exceeding 5 school days whilst the investigation is conducted.

# MAYVILLE HIGH SCHOOL



3.2 Where the Head has excluded a pupil, the Head should:

- a) obtain the consent of the Chairman of the School Board prior to the exclusion taking effect. This consent should be confirmed in writing in due course;
- b) ensure that the pupil's parents have been notified of the exclusion, if possible by telephone or in person, before it takes effect;
- c) ensure that satisfactory arrangements have been made if the pupil is to be sent home immediately, having due regard to safeguarding issues;
- d) write to the pupil's parents stating that the pupil has been excluded pending investigation;

3.3 Where school activities occur within the exclusion period (including outside normal school hours) the pupil should normally not take part in such activities.

3.4 Appropriate work should be given from the outset. In particular any pupil coming up to examinations should be provided with clear direction or an appropriate programme of study, including the marking of work, where appropriate.

3.5 After completion of the investigation the Head will:

- a) discuss her/his conclusions and recommendation with the Chairman of the School Trustee Board and agree a way forward; and
- b) meet with the pupil's parents to discuss the outcome of the investigation.

3.6 After meeting the pupil's parents the Head will send a confidential written report and recommendation to:

- a) the Chairman of the School Governing Board; and

3.6 The Head's recommendation will be either to:

- a) allow the pupil to return to school immediately if, following investigation, the pupil is deemed not to have behaved inappropriately;
- b) allow the pupil to return to school immediately with a written warning of the effect of further misconduct if, following investigation, the pupil is deemed to have behaved inappropriately;
- c) allow the pupil to return to school on a specified date (where possible, this should not be more than 15 school days after the start of the fixed period exclusion), with a written warning of the consequences of further misconduct if, following investigation, the pupil is deemed to have behaved inappropriately and this behaviour warrants a fixed period exclusion; or

# MAYVILLE HIGH SCHOOL



- d) exclude the pupil from school permanently if, following investigation, the pupil is deemed to have behaved inappropriately and this behaviour warrants permanent exclusion.

## 4. THE APPEAL PROCEDURE

### 4.1 Right of appeal

a) Parents who wish to appeal against a decision permanently to exclude a pupil must lodge their appeal, in writing, clearly setting out the grounds on which they wish to appeal, to the Chair of Trustees, within 14 days of the date of the Head's written confirmation of that decision. If parents do not appeal within 14 days, there shall be no later right of appeal.

b) Where two or more pupils are alleged to have been involved in the same incident or linked incidents and these pupils have been permanently excluded as a consequence of the incidents(s), each case should, in the interests of fairness, be heard by the same Panel.

### 4.2 Prior to the hearing

- a) The Chairman will convene an Appeal Panel. The Panel will consist of at least 3 persons not directly involved in the matters surrounding the exclusion or the school, who will all be Trustees. No-one should be appointed where there may be a conflict of interest.
- b) A hearing will be scheduled to take place as soon as is practicable and normally within 15 school days of receipt of the parents' notice of appeal.
- c) The Chair of Trustees will write to the parents to ask them to provide, not less than 10 days before the hearing, any written statements and supporting documentation on which they wish to rely to the clerk of the Panel.
- d) All documents are to be treated by all concerned as confidential.

### 4.3 The Panel's decision

- a) After due consideration of all the relevant facts, the Panel will reach a decision.
- b) In reaching its decision, the Panel should take into account the broader interests of the other pupils and staff at the school as well as those of the excluded pupil.
- c) All parties will be notified of the Panel's decision, in writing, within 3 working days.

# MAYVILLE HIGH SCHOOL



- d) Parents can be assured that correspondence, statements and records relating to the appeal will be kept confidential except where disclosure is required in the course of the school's inspection by the relevant regulatory authorities or where any other legal obligation prevails.

## CASES NOT COVERED BY APPEAL

These cases do not fall within the Exclusions Policy, and are determined in accordance with Mayville High School's terms and conditions (the parent contract).

### 1. CONTRACTUAL NOTICE

This applies where in the opinion of the Head, the pupil will not benefit from continuing their education at the school, or where in the Head's professional opinion the pupil has not attained a sufficiently high standard of work or behaviour to continue.

1.1 We have a clear set of procedures in place, known to all relevant staff and it is communicated in an appropriate form to parents, which enable them, where a pupil is failing to achieve a satisfactory standard of work or behaviour. It is important to:-

- keep parents fully informed
- identify pupil difficulties;
- provide support as appropriate;
- where appropriate, arrange individual Home/School Agreements setting out previously identified goals and time related targets; and allow a reasonable time scale for monitoring of progress.

Where, in the Head's opinion, having gone through the above, it is clear that the pupil should be required to withdraw from the school, the pupil's parents should have at least half a term to make alternative arrangements. If, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.

### 2. BREACHES OF CONTRACT

2.1 In cases of non-payment of fees:

Mayville will make every effort to assist parents who experience sudden financial hardship; due to limited resources this is, however, not always possible. If a pupil

# MAYVILLE HIGH SCHOOL



is required to withdraw from school for non-payment of fees, the school is under no obligation to provide her/him with work to enable her/him to pursue her/his studies at home.

The Chair of Trustees may require a pupil to withdraw from school at any time if the fees have not been paid by the due date. The pupil's parents will receive not less than one week's notice of the intended withdrawal.

If payment in full has not been received nor an appropriate repayment arrangement been agreed within two weeks of the withdrawal taking effect, during which time the Pupil may not return to the school, the Chairman may require the pupil to be permanently withdrawn from school. The pupil's parents will receive not less than two weeks' notice of the intended permanent withdrawal and of the removal of the pupil's name from the school roll.

In the case of a pupil below the statutory school leaving age, and if no alternative arrangements have been made for the pupil's education the Head will inform the pupil's home Local Authority of the date on which the pupil is removed from the school roll.

## 2.2 In cases where the pupil's parents' behaviour is unacceptable:

If the behaviour of either or both a pupil's parents is, in the Head's opinion, unreasonable and is adversely affecting, or is likely adversely to affect, the pupil, other pupils, or staff at the school, or is bringing the school into disrepute, or the relationship of trust and confidence between the parents and the school has, in the Head's opinion, irreparably broken down, the Head may require a parent to withdraw the pupil with or without notice, either for a set period or permanently. The Chair of Trustees will always be consulted in such cases.

### **Avoidance of exclusions**

Often exclusions could be prevented but we require your co-operation.

In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.

(b) Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:

(i) maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);

(ii) encouraging your child in his or her studies, and giving appropriate support at home;

# MAYVILLE HIGH SCHOOL



(iii) keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);

(iv) ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;

(v) providing co-operation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely); and

(vi) attending meetings and keeping in touch with the School where your child's interests so require.

## HEALTH & SPECIAL EDUCATIONAL NEEDS

You must notify us of your child's health/medical conditions or special educational needs prior to admission. It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.

You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.

You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same.

If it is found that either parent has made a serious misrepresentation of facts or circumstances to us, or you withhold important information from us, about you and/or your child that is relevant materially to the provision of education by the School to your child, the Head can reasonably request the withdrawal of the child.

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