

Witness Name : Kevin Mansell  
Statement No : First  
Exhibits: KM1 – KM15  
Dated :

**THE INDEPENDENT JERSEY CARE INQUIRY**

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EXHIBIT KM11

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Our Ref: [REDACTED]

18<sup>th</sup> August 2003

**PRIVATE AND CONFIDENTIAL**

Dear [REDACTED]

Further to your agreement to the changes of the role and responsibilities for Les Chênes (both in the care and in the education of the children) discussed at the meeting dated 25<sup>th</sup> June 2003 and recorded in the minutes. Also the subsequent changes identified in the letter dated 12<sup>th</sup> August 2003 from Wendy Hurford. I am writing to confirm your new role and responsibilities with effect 26<sup>th</sup> August 2003 will be as follows in respect of all matters to do with the education of the pupils based in:

- [REDACTED] in [REDACTED]
- [REDACTED]
- specific programmes for individual [REDACTED]
- the provision of education for children on remand at Les Chênes;
- suspended pupils who are "looked after".

Your tasks will include:

1. [REDACTED] programmes of study for pupils using these provisions including [REDACTED] for educational purposes of any new entrants into Les Chênes as and when required.
2. [REDACTED] teaching staff and teaching assistants including performance [REDACTED]
3. [REDACTED] these educational provisions, namely Oakside, the old Deputy Headteacher's flat and the classrooms used by non remand pupils receiving education therein and those provisions made off site.
4. The care and tidiness of the classrooms for the remand pupils, but liase with the Head of Care in relation to any maintenance work that may be required.

As from the 26<sup>th</sup> August 2003 you will have no responsibility for the young people based at Les Chênes on remand for the following:

- any aspect of their care;
- preparation of care plans;
- any issues connected with the remand facility.

You will be aware that these roles and responsibilities are significantly different to the contract that you signed [redacted] Les Chênes Residential Home on 3<sup>rd</sup> October 2000, which also included [redacted] on the Les Chênes site (paragraph 2.ii), your contractual hours, and call out (paragraph 5).

Paragraph 11 states that the appointment may be terminated by either side on three months notice in the Autumn and Spring terms effective on 31<sup>st</sup> December and 30<sup>th</sup> April respectively and four months notice in the Summer term effective on 31<sup>st</sup> August. As your existing role has ceased I am informing you that your current contract will end with immediate effect, but with four months at your current salary up to and including 31<sup>st</sup> December 2003.

However, the Committee for Education, Sport and Culture is able to offer you alternative employment as [redacted] responsible for [redacted] based from [redacted] at Les Chênes with your duties detailed briefly above. Your salary will be determined i

This post will at present report to Wendy Hurford Head of Special Needs, although this may change in 2004 when arrangements for the Children's Executive are in place.

Please find attached two copies of the proposed contract, if you wish to take up this offer please sign and return one copy to me, the other is for your records.

If there is anything you wish to discuss further please do not hesitate to contact me.

Yours sincerely,

Madeleine Davies  
**Head of Staff Services**  
Direct Dial 509255

cc T. McKeon - Director for Education, Sport & Culture  
W. Hurford - Head of Special Needs