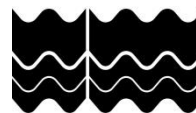


East Sussex County Council Schools Forum

East Sussex
County Council



Friday 12 July 2019

08.30

Wellshurst Golf and Country Club

Agenda

Item	Heading	Paper	Lead	Item for
1.	Welcome and Apologies	N	Chair	Note
2.	Minutes of previous meeting 17 May 2019	Y	Chair	Approval
3.	Matters Arising and Declaration of Interests	N	Chair	Discussion
4.	EALs Update	Y	Nathan Caine	Discussion
5.	De-Delegation Overview	Y	Sarah Rice	Discussion
6.	Formula Funding Update	Y	Ed Beale	Discussion
7.	Terms & Conditions – Services to Schools update	Y	Roger Snell	Information
8.	School Balances 18/19	Y	Ed Beale	Information
9.	AOB			

Next Meeting: Friday 20 September 2019, 8.30am, Wellshurst Golf and Country Club

Draft Items for next meeting

- Funding Formula Working Group Update
- De-Delegation Approval
- Terms & Conditions – Services to Schools update (further update).

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EAST SUSSEX SCHOOLS FORUM

MINUTES of a meeting of the East Sussex Schools Forum held at Wellhurst Golf and Country Club on 17 May 2019.

PRESENT

Richard Thomas (Pevensey & Westham Primary)
Richard Blakeley (Parkside Primary)
Lizzie Field (Park Mead Primary)
Jane Johnson (Newick CE Primary)
Monica Whitehead (Claverham Community College)
James Freeston (King Offa Primary Academy)
Phil Matthews (Hailsham Community College Academy Trust)
Joanna Sanchez (Diocese of Arundel and Brighton)
Debbie Gilbert (Burwash CEP School)
Mandy Watson (Diocese of Chichester)
Julie Fahy – (Representing Beacon Academy)
Hugh Hennebry - Chair (Uckfield College)
Andrew Ferguson (Rye Academy)
Sarah Pringle (Seahaven Academy)
Geoffry Lucas (Etchingham CE Primary School)
Phil Clarke (Trade Union Representative)
Cllr Bob Standley (Lead Member for Education and Inclusion, Special Educational Needs and Disability)
Fiona Wright (Assistant Director Education & ISEND)
Edward Beale (Schools Funding Manager)
Mark Whiffin (Head of Finance)
Sarah Rice (Finance Manager – Schools)
Kirsten Coe (Principal Finance Officer)
Lesley Leppard (Clerk)

1 WELCOME AND APOLOGIES

1.1 Hugh welcomed all and thanked everyone for their attendance. He confirmed the meeting was quorate, recognising there had been a number of apologies.

1.2 Apologies received from:

- Emily Beer (Willingdon Community)
- Kate Owbridge (Ashdown Primary)
- Anna Robinson (Beacon Academy) Julie Fahy Representing
- Victoria Stevens (Eastbourne Academy)
- Helen Key (Chailey School)
- Vicky Richards (St Mark's CEP School)
- Richard Preece (Saxon Mount and Torfield)
- Stuart Gallimore (Director Children's Services)

- Frank Stanford (Sabden Multi Academy Trust) Did not attend

2 MINUTES OF THE PREVIOUS MEETING

2.1 The Minutes for 18 January were signed off by the Chair as a true record.

3 MATTERS ARISING AND DE-DELEGATED ITEMS

3.1 There were no declarations of interest.

3.2 Fiona gave an update to the group on the progress regarding future operating models for EALS. A range of models had been agreed. Four options are being brought before a group of head teacher representatives to be discussed before finalising proposed options. This will then go to consultation with all schools and academies to see which of the options is preferred. A paper will then be brought back to Schools' Forum in July. Phil Matthews advised that he will be representing Academies at a meeting next Tuesday to discuss this.

Action: Meeting next week for the consultation with head teacher representatives. The four models will then go out to all head teachers and Schools' Forum. Head teacher representatives will then engage with heads in the process. Responses will be collated and the final model will be brought back to Schools' Forum in July.

3.3 Place Commissioning Process – Hugh asked questions regarding vacant special school places and places with prolonged non-attendance.

Action: There will be a paper in the autumn for Schools' Forum regarding vacant places and showing vacancies over three years at a County and Provider level. (Nathan Caine)

Action: To look at special schools and see if they are able to release resources for outreach when places are vacant and not being used. This could be on an ad-hoc basis or at the request of a set time i.e. 10 days. This will be taken forward and raised at the Special Schools Heads meeting being held on Monday 10 June. (Nathan Caine)

3.4 Hugh advised that the March meeting had been cancelled and noted that some information papers had been circulated to the members at the time.

3.5 Ref 6.3 of the January minutes: De-delegation – voting procedures. Hugh introduced Sarah who explained what has happened since then with regards to this action point. Sarah explained that the Schools' Forum regulations had been investigated and they specified that voting on de-delegation is limited to the specific primary and secondary phases of maintained schools members. Therefore it was not possible to change procedures to allow joint voting across phases. However, Sarah explained there was nothing to stop representatives and colleagues they represent discussing issues across phases and specifically where one decision may impact on another phase. Sarah confirmed that to facilitate discussions proposals regarding de-delegated items would be presented to the Schools Forum in July in advance of the September meeting when voting would take place.

4 FORMULA FUNDING UPDATE

4.1 Ed Beale provided an update to the members on the Funding Formula Working Group. He advised that the group had been working for a number of years and that the first meeting this year was being held after this Schools' Forum where they will be looking at the formula for

2020/21. There are three meetings planned, with a further meeting to be held in September if required. He made the members aware of the timeline as in Appendix A.

4.2 Ed highlighted that the majority of rates are now at the rates that they would be under the National Funding Formula (NFF). The Primary phase lump sum and the Minimum per pupil rates are the two factors that are different to the NFF and could be looked at for 2020/21. Ed went on to explain that the proposals for the 2020/21 Funding Formula will be brought to the July Schools' Forum with the final proposal being brought to the September Schools' Forum. This will then be put out to consultation for a month.

4.3 Ed advised that as and when FFWG meetings occur, information about the meetings will be communicated, like previous years, to ensure schools/academies are kept informed. This will be via the Virtual School Bag (VSB) and emails. The minutes from FFWG will be circulated to Schools' Forum members and he actively encouraged colleagues to read these.

4.4 Cllr Standley raised a question regarding the response received from consultation. Last year 38% responded with only 19% responding the year before. He wanted to know what could be done to increase this response. The members discussed that reminders were sent out encouraging them to respond. It was suggested that a simpler communication could be sent out as to receive a large amount of information can be daunting. It was also suggested that the Bursars are sent information encouraging them to attend the Bursars Forum. The members thought that it would be good to target those that did not attend.

Action: Members and Officers to use all available channels to encourage responses to the Funding Formula consultation.

5 REVIEW OF SCHOOLS FORUM MEMBERSHIP

5.1 Sarah Rice gave a quick update to explain the changes that are occurring. An opportunity has arisen to reduce the number of Maintained Secondary School representatives to keep the Forum in line with the current membership profile. Hugh Hennebry's membership was due to expire in June 2019. This coincides with Emily Beer requiring to step down temporarily from the Forum. The Maintained Secondary Heads have been consulted and have decided to allow Hugh to renew his membership. The number of Maintained Secondary Heads representatives will therefore reduce by 1.

6 RUNNING RURAL SCHOOLS EFFICIENTLY: DEPARTMENT FOR EDUCATION REPORT

6.1 Sarah introduced the paper which is a document issued by DfE. She advised that the paper has been included for information for members to look at as the content was relevant to East Sussex.

6.2 Andrew Ferguson advised the members that the document showed a Trust saving £800k but that it was disappointing that the major source of savings were not identified.

6.3 Phil Clarke advised the members that he found the report to be poor and all agreed. He said that funding cuts were causing the problems and that the report gave no actual benefit.

6.4 Lizzie Field felt that the title of the document was incorrect and that options were not fully explored. Hugh asked the members that if they had any other models or proposals to bring them back to the Forum. Jane Johnson advised that everyone should give other schools ideas and to get feedback on how they are managing. One idea that Jane has is that TA's are training for

higher qualifications. This would mean that if there was a teacher off the TA could carry on with teaching the planned lesson. This helps with the budget as supply teachers didn't need to be brought in.

Action: Primary Head Teachers and Bursar to liaise re any models or proposals. ESCC Officers to continue to facilitate sharing of good practice.

6.5 Mandy Watson advised that the Diocese had put out a paper on supporting small schools.

6.6 Jane advised that the report stated that there may be circumstances where small schools closure may be considered in order to strategically support all schools in an area.

6.7 Fiona suggested that more information could be captured at Head Teacher meetings. Everyone should use these meetings to collect good ideas and to share good practice.

6.8 Lizzie felt that the report was very one sided and that it suggested that MATs was the only way, but that this is not true.

6.9 Monica Whitehead felt that the report was 10 years out of date.

Action: Draft letter from Schools' Forum (to be raised by Andrew Ferguson) to be sent to DfE to show their disagreement with the report.

6.10 There was a general discussion on how to share good practice between Primary and Secondary schools as practice could be shared across phases.

6.11 Debbie Gilbert raised a question as to whether the LA analysed and compared practices in educationally successful schools with good financial management in order that good practice could be shared and role modelled. Sarah went on to advise that in general East Sussex schools were managing finances well and there was lots of evidence of good practice, schools were planning well and making decisions in a timely way in response to the challenging financial circumstances and this was supported by various departments in ESCC. She said that HR / School Improvement / Finance came together as a group regularly to discuss schools at risk in order that any difficulties in specific schools could be put in full context and appropriate support provided with good practice from other schools shared. Fiona and Sarah both acknowledged Debbie's point that focusing in on successful schools in order to share good practice as well as troubleshooting when there were issues would be beneficial.

7 ANY OTHER BUSINESS

7.1 Maria Caulfield MP. Recent communication has been circulated in relation to Schools funding and the suggestion that the LA is retaining funds that are due to schools. Ed reiterated that all funding is going out to schools. A briefing had been put together for Cllr Glazier who has met with Maria to explain and to advise her that her figures are incorrect. Phil Clarke was pleased that this issue had been raised.

7.2 Cllr Standley will convene a meeting with Maria to go through the figures. He advised that, if needed, a press release would be made.

7.3 Jane advised that Schools' Forum and the Funding Formula Working Group work very hard in determining how money is distributed to schools and she was not at all happy with Maria's statement. James Freeston suggested that as the information raised in the House of Commons, and included in several communications, gave a misleading representation of both

the work of Schools' Forum and the distribution of schools funding in East Sussex, Schools' Forum should prepare a letter in response. Hugh advised that he was happy to draft a letter.

Action: Cllr Standley to meet with Maria Caulfield MP

Action: Hugh Hennebry to draft a letter from Schools' Forum setting out the two key issues that funding is not retained by the Council and Schools' Forum is not controlled by the LA.

The meeting ended at 9.30 am.

Next meeting - Friday, 12 July 2019, at 0830 hours at Wellshurst Golf Club

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Report to: **Schools' Forum**

Date: **12 July 2019**

Title of Report: **Outcome of Consultation with East Sussex Schools on the Revised Model for EALS**

By: **Nathan Caine, Head of ISEND**

Purpose of Report: **To present the outcome of the consultation into different operating models for the EAL service from 1 April 2020 and seek agreement for the next stage of consultation in September 2019.**

Recommendation:

The Forum is recommended to:

- 1) note the outcome of the consultation into different operating models for the EAL service from 1 April 2020; and
 - 2) agree the next stage of consultation in September 2019.
-

1. Background and Context

- 1.1 In line with the timeline set out to Schools' Forum members in March this year, the LA have undertaken a consultation with all mainstream schools and academies in East Sussex on a range of future operating models for the EAL service from 1 April 2020 (when the current funding agreement is due to terminate).
- 1.2 The consultation document was initially discussed with Schools' Forum representatives from primary and secondary maintained schools and academies prior to being circulated to all schools on 3 June 2019. This document outlined 4 new models of operation¹ which were intended to:
 - create a transparent system that gives the same offer to maintained schools and academies
 - address the ongoing and unpredictable loss of funding to EALS as schools become academies in-year (which creates an in-year reduction to the service funding)
 - provide longer-term security for schools and the service
- 1.3 As set out in the consultation document, in order for a centralised EAL Service to continue in East Sussex, the LA needs both maintained schools and academies to set aside funding within their budgets for their EAL pupils and be willing to make a commitment to contribute an element of that funding to provide an EAL service.
- 1.4 The four models that were developed by the EAL service were based on key principles which align with the wishes articulated by schools and the need of the schools and the LA for a sustainable funding agreement. These are:

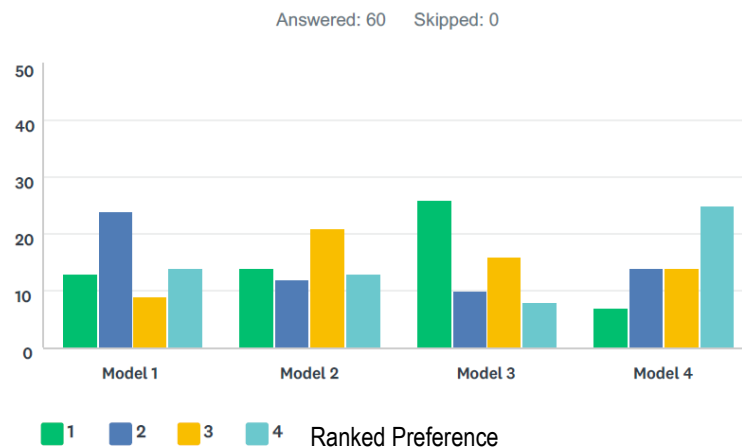
¹ Model 1: 75% contribution of their notional EAL de-delegation budget; Model 2: Advisory service; Model 3: 25% or 100% contribution; Model 4: Membership Model.

- All schools and academies to have access to the service on the same basis
- The opportunity for primary maintained schools to continue with an uninterrupted full service from EALS
- A choice of levels of service
- A two-year commitment from schools, with commitment given by 28 September 2019 for 1 April 2020 to 31 March 2022
- All schools that commit to a package of support or a membership level are able to purchase extra service on a pay-as-you-go basis, within service capacity
- Schools who do not buy in to the agreed model will have no access to support from EALS for the duration of the two-year funding period.

2. Consultation Outcomes

- 2.1 The consultation (see Appendix 1) asked for views on 4 possible models of future delivery that had been drawn up by the service. Schools were asked to rank each model in order of preference and were also invited to comment on each of the models as well as indicating what interest there would be in buying into specific packages. The collated responses can be seen in Appendix 2.
- 2.2 In total we received 60 responses to the consultation within the deadline (the schools who responded can be found at the end of Appendix 2). As some responses were made by trusts on behalf of all their schools, the total number reflects more than 60 schools. The graph below shows the spread of preferences across each of the 4 models:

Chart 1: Preferences Submitted Across Each Model



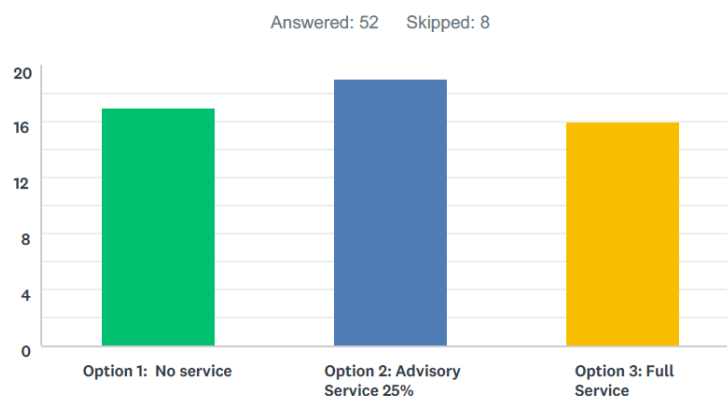
	1	2	3	4	TOTAL	SCORE
Model 1	21.67% 13	40.00% 24	15.00% 9	23.33% 14	60	2.60
Model 2	23.33% 14	20.00% 12	35.00% 21	21.67% 13	60	2.45
Model 3	43.33% 26	16.67% 10	26.67% 16	13.33% 8	60	2.90
Model 4	11.67% 7	23.33% 14	23.33% 14	41.67% 25	60	2.05

- 2.3 The model which attracted the largest proportion of first preference votes was model 3 (the 100%/25% model); this exceeded the next most popular model by 20%. This was also the model which attracted the most positive comments in terms of alignment

with school need. Respondents appear to welcome the option to go for a lower level of buy in where there are less EAL children on roll as well as continuation of the current offer where this is valued.

- 2.4 Chart 2 shows the responses from schools when asked, if model 3 was the operating model, how much they would be prepared to commit to the service (i.e. would they be prepared to commit to fund at 100% of their notional EAL de-delegation budget, at 25% of it or not at all):

Chart 2: Preferred Commitment of Funding within Model 3



ANSWER CHOICES	RESPONSES	
Option 1: No service	32.69%	17
Option 2: Advisory Service 25%	36.54%	19
Option 3: Full Service	30.77%	16
TOTAL		52

This suggests that there is a very even split across all the respondents as to whether they would opt for no service, an advisory service (25%) or a full service (100%).

- 2.5 To deliver Model 3, the Local Authority requires a **minimum** commitment from schools equating to a total of **£440k a year** for two years from 1 April 2020. This is to retain enough staff to cover the full range of interventions within the offer and meet the needs of all schools across all locations in the county. This equates to approximately 44% of the total notional EAL de-delegation budget² in schools (approx. £1m). It is not possible to say how many schools would need to agree to fund to as this depends on the size individual school EAL budgets.

3. Proposals and Next Steps

- 3.1 As Model 3 secured the greatest number of first preferences from schools, it is proposed, therefore, that Model 3 is taken forward as the preferred model of operation and it is upon this basis which we undertake the final consultations in September this year. A proposed timeline for this can be found in Appendix 3.
- 3.2 As 100% contribution is an option in this model, it is proposed that maintained schools are first(?) given the option to vote on the de-delegation of 100% of their notional EAL de-delegation budget at Schools' Forum on 20 September 2019 for a period of two years from 1 April 2020. If this were agreed by both primary and secondary maintained schools, then model 3 (at 100% contribution for all maintained

² As determined by the Funding Formula Working group

schools) would operate from 1 April 2020 to 31 March 2022, and academies would then be asked to confirm by Friday 28 September 2019 the level at which they wish to purchase the service. Should they decide not to, they will not be able to access services until 1 April 2022.

- 3.3 In parallel to this decision-making process, all schools and academies will also be individually asked if they will give a provisional commitment of funding on a 0%, 25% or 100% basis for a period of two years from 1 April 2020 should the maintained schools not agree to de-delegate 100% of their EAL funding.
- 3.4 In the event that de-delegation by maintained schools is not agreed at Schools Forum on 20 September 2019, the **final deadline for commitment of funding by maintained schools and academies (as per paragraph 3.3) will be Friday 28 September 2019**. Should schools and academies decide not to fund the service to the minimum level to operate (£440k per year), the LA will begin consultation with staff on closure of the service from Monday 1 October 2019.
- 3.5 A full public consultation on the change in service provision will be launched on 1 September outlining the above process and setting out the terms upon which we can maintain a service (i.e. reliant on funding in school budgets). The results of this would be published should schools decide not to fund the service on an ongoing basis as part of any further consultation on closure. If, at the end of the public and staff consultations, it is decided that the service must close, then this will happen on 31 March 2020.
- 3.6 If we secure the income from schools to retain a service, only schools who agree to fund on 28 September 2019 will have access to any service from 1 April 2020 to 31 March 2022 (this includes on a traded basis). No further consultations will be undertaken until the summer of 2021 for 2022-2024 provision.

Nathan Caine
Head of ISEND

EAL funding in East Sussex

East Sussex schools receive approximately £960,000 annually in their budget allocation (under a formula agreed by Schools' Forum), to be used to meet the specific needs of EAL learners who are on the roll of local schools and academies. Under current arrangements, maintained schools can help meet their statutory obligations by de-delegating this funding to the Local Authority in order to provide a centralised service. Academies can enter into a traded arrangement with the EAL service on an individual basis. The current de-delegation arrangements for maintained schools run until 31 March 2020.

From 1 April 2020, EALS is proposing an overhaul of its funding system in order to:

- create a transparent system that gives the same offer to maintained schools and academies
- address the ongoing and unpredictable loss of funding to EALS as schools become academies in-year (which creates an in-year reduction to the service funding)
- provide longer-term security for schools and the service

Proposals for the funding of EALS

In order for the EAL Service to continue to exist in East Sussex, we need both maintained schools and academies to set aside funding within their budgets for their EAL pupils and be willing to make a commitment to contribute an element of that funding to support the Service.

To that end EALS has produced four models for consideration, using the following criteria:

- All schools and academies to have access to the service on the same basis
- The opportunity for primary maintained schools to continue with an uninterrupted full service from EALS
- A choice of levels of service
- All models require a two year commitment from schools, with commitment given at the beginning of the year
- All schools committed to a package of support or a membership level able to purchase extra service on a pay-as-you-go basis, within Service capacity
- Schools who do not buy in to the agreed model will have no access to support from EALS

East Sussex is consulting with all schools on all of the models with a view to presenting a final model for operation at Schools' Forum in July 2019.

Whatever the final model, the EAL service will require a minimum level of up-front committed funding from schools to continue beyond April 2020. If this is not agreed by the end of September 2019, the service will need to close on 1 April the following year.

Model 1 75% commitment model

Overview

In this model all schools and academies contribute 75% of their allocated EAL funding, with a two-year commitment.

There is some reduction in the level of intervention from the current pooled mainstream full offer (see model 3), but the cost is lower and schools are able to purchase extra interventions as and when required.

All schools have access to the services listed in the offer outlined below and in addition schools experiencing higher levels of need at any time due to large numbers of new arrivals or pupils/families with higher levels of need will be given priority for extra support, within the County need and Service capacity.

The offer

	75% contribution
Access to a selection of advice, guidance and model policy documents on czone	✓
Termly EALS newsletter	✓
Advisory meetings/email advice for school staff	✓
Central or bespoke in-school training for individual schools or clusters	✓
Initial Assessments of pupils, including recommendations and advice	✓
Classroom observations	✓
New Referrals package for all new referrals (including, as appropriate) <ul style="list-style-type: none"> - Initial Assessment including classroom observation - Mother Tongue Assessment and parent interview - Recommendations and advice on strategies - Bespoke 6-8 week intervention delivered by teachers and/or BSOs - Review of progress and access to a further 6-8 week interventions as agreed - Bilingual support for home school liaison 	✓
Transition interventions <ul style="list-style-type: none"> - EAL friendly Pupil Voice - Additional visits with BSO if appropriate - Parent meetings - Briefing for transition lead 	✓
Parental engagement <ul style="list-style-type: none"> - BSOs available for translation and interpreting e.g. translation of letters, phone calls home 	✓
Mentoring for TAs and EAL Coordinators	✓
BSOs for Translating and interpreting,	✓
Training and monitoring for EAL leads Coordinators	✓
Access to EALS programmes, e.g. Pupil and Parent Ambassador programmes, Early Days programmes, Secondary development programme	✓
Mother Tongue exam package <ul style="list-style-type: none"> - Identification of candidates through assessment of speaking, listening, reading and writing - Direct teaching up to 6 session informed by gap analysis - Mock and feedback 	✓

<ul style="list-style-type: none"> - Three sessions for the speaking exam: familiarisation, mock and actual exam. 	
<p>Twice yearly planning and Review meetings with EAL Lead in school</p> <ul style="list-style-type: none"> - Analysis of EAL register - Progress of supported pupils - Requests for CPD - Feedback and evaluation of service - Agree priorities 	✓
<p>Pupil Ambassador programme for primary schools</p> <ul style="list-style-type: none"> - Training for Lead on setting up package - Settling up a Pupil Ambassador programme pack for your school including training sessions for Ambassadors, certificates and badges 	✓
<p>Support for EAL CYP with additional needs</p> <ul style="list-style-type: none"> - Support with assessing additional needs - BSO support with safeguarding concerns 	✓
<p>Additional interventions on a traded basis</p> <p>Teacher</p> <p>BSO</p>	<p>£65/hr</p> <p>£25/hr</p> <p>Where available</p>

Model 2 Advisory service with BSO direct support

Overview

In this model all schools and academies contribute £150 per EAL on roll, with a two year commitment. Schools and academies with no EAL pupils on roll contribute £4.50 per NOR, with a two year commitment.

EALS would have a team of Advisers, all qualified EAL specialist teachers, and direct support provided by Bilingual Support Officers.

There is no direct teaching included in this model. Schools may request teacher interventions and the service would endeavour to source teachers as required for purchase*.

All schools have access to the services listed in the offer outlined below, and in addition schools experiencing higher levels of need at any time due to large numbers of new arrivals or pupils/families with higher levels of need will be given priority for extra support, within the County need and Service capacity.

The offer

Access to a selection of advice, guidance and model policy documents on czone	✓
Termly EALS newsletter	✓
Up to 4 advisory meetings, email advice for school staff: senior managers, SENCOs, teachers, TAs, etc.	✓
Central or bespoke in-school training for individual schools or clusters	✓
Initial Assessments of pupils, including recommendations and advice	✓
Classroom observations	✓
New Referrals package for all new referrals (including, as appropriate) <ul style="list-style-type: none"> - Initial Assessment including classroom observation - Mother Tongue Assessment and parent interview - Up to 6 BSO settling to school/in-class support intervention sessions as recommended by the Adviser - Recommendations and advice on strategies - Bilingual support for home school liaison 	✓
Transition interventions <ul style="list-style-type: none"> - EAL friendly Pupil Voice - Additional visits with BSO if appropriate - Parent meetings - Briefing for transition lead 	✓
Parental engagement <ul style="list-style-type: none"> - BSOs available for translation and interpreting e.g. translation of letters, phone calls home 	✓
Mentoring for TAs and EAL Coordinators	✓
BSOs for Translating and interpreting,	✓
Training and monitoring for EAL leads Coordinators	✓
Mother Tongue exam package <ul style="list-style-type: none"> - Identification of candidates through assessment of speaking, listening, reading and writing - Direct teaching up to 6 session informed by gap analysis - Mock and feedback - Three sessions for the speaking exam: familiarisation, mock and actual exam. 	✓

Twice yearly planning and Review meetings with EAL Lead in school <ul style="list-style-type: none"> - Analysis of EAL register - Progress of supported pupils - Requests for CPD - Feedback and evaluation of service - Agree priorities 	✓
Pupil Ambassador programme for primary schools <ul style="list-style-type: none"> - Training for Lead on setting up package - Settling up a Pupil Ambassador programme pack for your school including training sessions for Ambassadors, certificates and badges 	✓
Support for EAL CYP with additional needs <ul style="list-style-type: none"> - Support with assessing additional needs - BSO supporting with safeguarding concerns 	✓
Teaching interventions available to purchase, if available to source	£200.00 per ½ day where available

* There is no direct teaching included in this model. The service would endeavour to source teachers as required for purchase, however this would be additional to the contract and there would be some risk as to whether this capacity could be sourced. Lack of delivery of teaching support would not mean that the contract for the other provision outlined above has not been fulfilled.

Model 3 100% /25% model

Overview

In this model schools can opt for the full service, contributing 100% of their allocated EAL funding, with a two-year commitment.

All schools have access to the services listed in the offer outlined below and in addition schools experiencing higher levels of need at any time due to large numbers of new arrivals or pupils/families with higher levels of need will be given priority for extra support, within the County need and Service capacity.

Schools opting for the advisory level contribute 25% of school EAL allocation.

All schools have access to the advisory services listed below. There is no direct teaching or BSO support included in the 25% model. Schools may request teacher or BSO interventions and the service would endeavour to source teachers and BSOs as required for purchase.

The offer		
	Advisory service 25%	Full service 100%
Access to a selection of advice, guidance and model policy documents on czone	✓	✓
Termly EALS newsletter	✓	✓
Advisory meetings/email advice for school staff	✓	✓
Central or bespoke in-school training for individual schools or clusters	✓	✓
Initial Assessments of pupils, including recommendations and advice	✓	✓
Classroom observations	✓	✓
New Referrals package for all new referrals (including, as appropriate) <ul style="list-style-type: none"> - Initial Assessment including classroom observation - Mother Tongue Assessment and parent interview - Recommendations and advice on strategies - Bespoke 6-8 week intervention delivered by teachers and/or BSOs - Review of progress and Access to a further 6-8 week interventions as agreed - Bilingual support for home school liaison 		✓
Transition interventions <ul style="list-style-type: none"> - EAL friendly Pupil Voice - Additional visits with BSO if appropriate - Parent meetings - Briefing for transition lead 		✓
Parental engagement <ul style="list-style-type: none"> - BSOs available for translation and interpreting e.g translation of letters, phone calls home 		✓
Mentoring for TAs and EAL Coordinators		✓
BSOs for Translating and interpreting,		✓
Training and monitoring for EAL leads Coordinators		✓
Access to EALS programmes, e.g. Pupil and Parent Ambassador programmes, Early Days programmes, Secondary development		✓

programme - EAL register		
Mother Tongue exam package - Identification of candidates through assessment of speaking, listening, reading and writing - Direct teaching up to 6 session informed by gap analysis - Mock and feedback - Three sessions for the speaking exam: familiarisation, mock and actual exam.		✓
Twice yearly planning and Review meetings with EAL Lead in school - Analysis of EAL register - Progress of supported pupils - Requests for CPD - Feedback and evaluation of service - Agree priorities		✓
Pupil Ambassador programme for primary schools - Training for Lead on setting up package - Guidance on Ambassador-partner sessions -		✓
Support for EAL CYP with additional needs - Support with assessing additional needs - BSO supporting with safeguarding concerns		✓
Additional interventions on a traded basis Teacher BSO	£200 per half day £38/hr Where available	£65/hr £25/hr

* There is no direct teaching or BSO input included in the 25% model. The service would endeavour to source teachers and BSOs as required for purchase, however this would be additional to the contract and there would be some risk as to whether this capacity could be sourced. Lack of delivery of teaching or BSO support would not mean that the contract for the other provision outlined above has not been fulfilled.

Model 4 Membership model

Overview

In this model all schools and academies select a level of support, with Gold, Silver and Bronze memberships. The Gold is a premium membership with all the benefits of the Silver option, and in addition the opportunity to take part in projects and research led by EALS.

The cost is £300/EAL on roll or £8.50 per NOR for schools with no EAL pupils

The Silver membership includes a wide range of services including teaching and BSO interventions, equivalent to the full package in Model 3.

The cost is £250/EAL pupil on roll or £7 per NOR for schools with no EAL pupils.

The Bronze membership is a basic membership, which entitles members to access support on a pay-as-you-go basis.

The cost is £1000/year for primary schools and £1500 for secondary schools.

Memberships commence at the beginning of each academic year and with a two year commitment.

The offer

	Bronze	Silver	Gold
Access to a selection of advice, guidance and model policy documents on czone	✓	✓	✓
Termly EALS newsletter	✓	✓	✓
Advisory meetings/email advice for school staff		✓	✓
Central or bespoke in-school training for individual schools or clusters		✓	✓
Initial Assessments of pupils, including recommendations and advice		✓	✓
Classroom observations		✓	✓
New Referrals package for all new referrals (including, as appropriate) <ul style="list-style-type: none"> - Initial Assessment including classroom observation - Mother Tongue Assessment and parent interview - Recommendations and advice on strategies - Bespoke 6-8 week intervention delivered by teachers and/or BSOs - Review of progress and Access to a further 6-8 week interventions as agreed - Bilingual support for home school liaison 		✓	✓
Transition interventions <ul style="list-style-type: none"> - EAL friendly Pupil Voice - Additional visits with BSO if appropriate - Parent meetings - Briefing for transition lead 		✓	✓
Parental engagement		✓	✓

- BSOs available for translation and interpreting e.g translation of letters, phone calls home			
Mentoring for TAs and EAL Coordinators		✓	✓
BSOs for Translating and interpreting,		✓	✓
Training and monitoring for EAL leads Coordinators		✓	✓
Access to EALS programmes, e.g. Pupil and Parent Ambassador programmes, Early Days programmes, Secondary development programme		✓	✓
Mother Tongue exam package <ul style="list-style-type: none"> - Identification of candidates through assessment of speaking, listening, reading and writing - Direct teaching up to 6 session informed by gap analysis - Mock and feedback - Three sessions for the speaking exam: familiarisation, mock and actual exam. 		✓	✓
Twice yearly planning and Review meetings with EAL Lead in school <ul style="list-style-type: none"> - Analysis of EAL register - Progress of supported pupils - Requests for CPD - Feedback and evaluation of service - Agree priorities 		✓	✓
Pupil Ambassador programme for primary schools <ul style="list-style-type: none"> - Training for Lead on setting up package - Guidance on Ambassador-partner sessions - 		✓	✓
Support for EAL CYP with additional needs <ul style="list-style-type: none"> - Support with assessing additional needs - BSO supporting with safeguarding concerns 		✓	✓
Opportunities to take part in projects and research led by EALS – contact us to discuss how we can tailor projects to meet your needs and aspirations			✓

Additional teacher and BSO interventions on a traded basis	£300/half day teacher	£65/hr	£65/hr
	£48/hour BSO	£25/hr	£25/hr

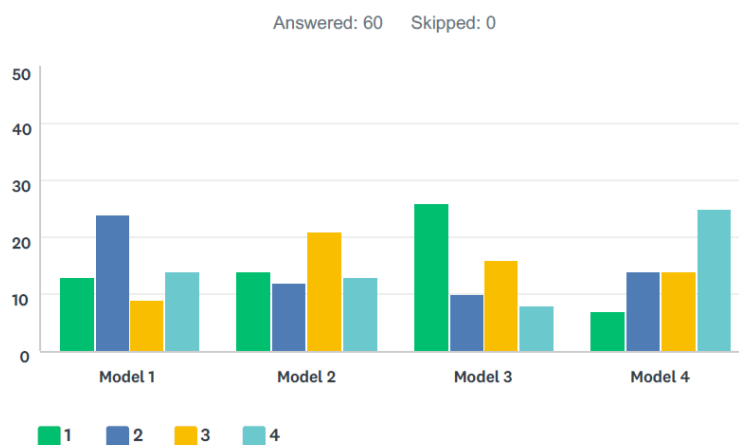
Consultation with schools: English as an Additional Language Service – June 2019

Survey sent to all schools 3rd June 2019
Reminders to complete the survey sent three times
Survey closed 21st June 2019

Responses were received on behalf of 60 schools via the online survey. 8 of these provided incomplete responses only answering Q1.

Survey Analysis:

Q1: Please rank the models in order of your preference with 1 being your first preference. Please make a selection for EACH model



	1	2	3	4	TOTAL	SCORE
Model 1	21.67% 13	40.00% 24	15.00% 9	23.33% 14	60	2.60
Model 2	23.33% 14	20.00% 12	35.00% 21	21.67% 13	60	2.45
Model 3	43.33% 26	16.67% 10	26.67% 16	13.33% 8	60	2.90
Model 4	11.67% 7	23.33% 14	23.33% 14	41.67% 25	60	2.05

Q2: Do you have any comments on Model 1?

- Good coverage of needs/range of services delivered and 25% of budget remaining for the school to use
- Didn't like this model
- Model has some benefits from reduced EAL funding input and no per pupil

funding. Would be beneficial if local need was higher.

- Not suitable as too much to manage
- This seems the fairest option in view of current budgetary restraints.
- Some concerns about the degree of reduction in the level of intervention. 8 weeks intervention will not be appropriate for all so additional costs may have to be met.
- This is an attractive model but we preferred model 3 because it gave us a bit more provision. However, if other schools prefer this model 1, that will work for us (Uckfield College) too.
- We do not wish to pay 75% commitment for a service that 3 of our students use.
- too expensive for large schools with very little EAL
- Too expensive
- We feel that only 8 weeks of intervention support is too little. We note that we can buy additional time - but feel that we would almost always have to do this in our experience.
- Would miss out on the extended interventions. A short term intervention would have a limited impact on the children
- I assume that the 25% could be spent on a needs basis and there would still be capacity for the service to offer this additional support.
- The length of commitment, making a commitment with no EAL pupils.
- This would be a good model for a school with a larger percentage of EAL students. RSW does not have a large percentage of EAL students therefore the model would not suit us.
- Quite an appealing offer
- Sensible in that schools keep 25% of their allocation to purchase individual interventions. Might this be better to be 60/40
- We didn't appreciate the reduction in the level of intervention.
- Model 1 would limit EALS teaching input to 8 weeks. Given the long-term weekly impact with pupils - and the level of support that would have been needed for any future arrivals who have very low English literacy - we feel that this model would risk limiting what we are able to offer. This is especially as EALS has a skills, knowledge and expertise base which we cannot at present replicate.
- This model is not right for us as we seldom have EAL and with those they are fully English speaking. This has been the case for the last 5 years.
- This model gives us the flexibility of working with the service, and buying in if we need more. As a small rural school we only have a few children who may need the service so this feels the best option for us
- Would meet our children's needs well and prove sustainable for us.

Q3: Do you have any comments on Model 2?

- The closest to what we're doing at the moment
- Fairer to schools with low numbers of EAL EXAM PACKAGE INCLUDED
- Potentially large investment for low level of need locally.
- Better level of manageable work and more flexible to our needs
- More applicable to the demographic of our school
- No guarantee of direct teaching support is detrimental to non-English speaking arrivals.

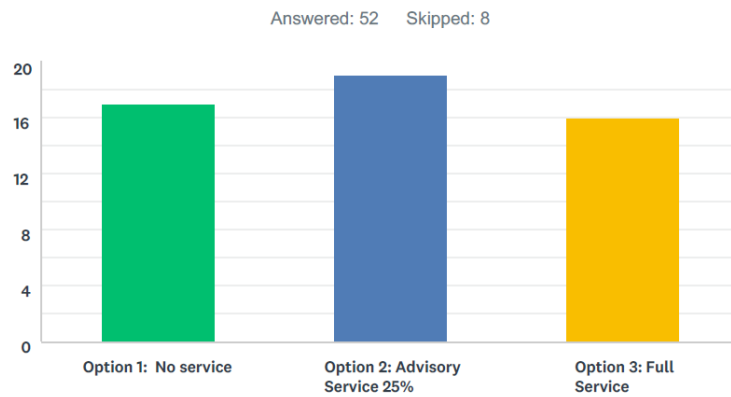
- Paying per pupil on roll (close to £1000 for out school) where there is no EAL seems a little unfair compared to a school who only has 1 EAL and would only pay £150.
- Would be interesting to know how many schools do not have any EAL pupils.
- Far for smaller schools
- The concern is that the impact of the service will be limited
- too expensive for large schools with very little EAL
- Seems the most reasonable
- This is very much our least favourite option. The lack of direct teaching support would be a huge issue for us.
- This would be a reduction of the support we currently receive and the BSO support would be limited.
- This model would not support the needs of our academy as we need EAL direct teaching at short notice at times, if we have a recent arrival with no English. Advisory service would not be sufficient.
- The length of commitment, making a commitment with no EAL pupils.
- I feel this model will put an unfair additional burden on an already over-stretched SEND/inclusion department within schools
- This model would be more suited to a school with a low percentage of EAL pupils.
- Not enough for our needs
- Teaching very expensive in this model
- This would work if you have EAL students, but is woeful if you don't!
- Because there is no direct teaching and we value this.
- Model 2 would not include any direct teaching, which we feel would be a significant detriment to us.
- £4.50 per pupil on roll for school's with no EAL pupils seems high
- This model is not right for us as we seldom have EAL and with those they are fully English speaking. This has been the case for the last 5 years.
- Once committed to this plan, it would make it difficult to plan financially if new children joined.

Q4: Do you have any comments on Model 3?

- This is the model that comes closest to meeting the school's needs.
- Exhaustive coverage, but a 100% commitment doesn't give us any funding for trips/enrichment activities etc.
- Would not go for the 100% model as seems unfair to schools with low EAL 25% model seems fairer but would want access to exams package
- Like the idea of a staged approach, advisory service option would be useful.
- additional teacher rate seems very expensive
- Good compromise between current offer and an 'advisory' service.
- I'm not sure what our EAL allocation is so do not know what 100% of this would be.
- 100% model will be a significant more expensive model than we currently budget for.
- This gives our EAL students a full service and we only commit financially what we have received for EAL.

- Good for those with few/no EAL.
- 25% model which would be most applicable to us would be much like Model 2. Teaching would be prioritised elsewhere even though we were buying in.
- this is the most favourable financially for schools with little EAL
- Far too expensive
- We prefer the 25% version. It's important that funding is fair and individual schools aren't subsidising the service elsewhere.
- We feel that this service best reflects our needs and the current service that we have. We would choose the 100% level.
- This model would be the most similar to the support we currently receive which is perfect for our school situation. We really value the EAL service and the support we get from them.
- We would be interested in the 100% of allocated EAL funding and not the other suggestions within model 3.
- Presumably if too many go for 25% it won't work
- The length of commitment, making a commitment with no EAL pupils.
- This seems most like existing model and involves access to direct teaching
- This has the best offer and will maintain the excellent service we currently receive from EAL service.
- Need 100% of the service
- Appears to be the status quo
- The 25% provides little benefit except that you can purchase additional interventions, however the price is prohibitive and people will source externally.
- This is similar to how we currently operate and we believe it works well.
- Due to the impact of weekly teaching sessions, model 3 would be our preference.
- Our preference is the 25% version
- We feel this is the most appropriate due to the fact that it does allow the purchase of extra packages.
- This model is not right for us as we seldom have EAL and with those they are fully English speaking. This has been the case for the last 5 years.
- Can be difficult to predict what needs will be in two years' time - if I only committed to 25% and then needed more, could be difficult to redirect funding if it has been allocated to support. Not sure how this is more beneficial than option number 1.

Q5: If Model 3 was your preferred model moving forward - please give an indication of which service offer you would be interested in buying



ANSWER CHOICES	RESPONSES	
Option 1: No service	32.69%	17
Option 2: Advisory Service 25%	36.54%	19
Option 3: Full Service	30.77%	16
TOTAL		52

Q6: Do you have any comments on Model 4?

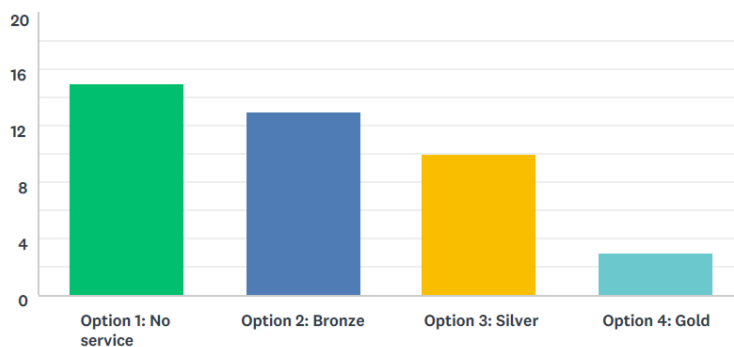
- This is our preferred option.
- The research and project part seems interesting, however the cost per student in the gold option is way too high for us
- I really like the gold service - seems fair on schools and provides for needs
- Staged approach is good but potentially involves a high level of investment for a small need locally.
- Too expensive and a big commitment for smaller schools with above average EAL Intake.
- Paying per pupil on roll (close to £1500 for our school) where there is no EAL seems a little unfair compared to a school who only has 1 EAL and would only pay £150.
- Gold membership would cost significantly more than currently budgeted for.
- Good to have differentiated package for different level of need
- This is the fair service, with the ability to opt into which works best and still retain an ability to have teaching support.
- We would only be able to buy the bronze package. Couldn't afford the others with so few EAL children.
- This is my preferred option
- Our numbers fluctuate as children move in and out of our area. The lower level in this option would be totally unsuitable for us.
- Very difficult to say which service we would buy into, it would depend on the level of need at that time. However, I do believe it is important to give schools a choice.
- It would be extremely costly for a school with the high numbers of EAL pupils that we do. Not really an option for us!
- Would only be interested in Gold or Silver but would need to be shown clear cost of this.
- If too many go for bronze it might not work? I am only selecting on the basis of my

current needs but those might change in the future so I am unsure how wise it is for schools to go for ops 3 and 4

- We are currently looking into resources using the National EMAS team that would be comparable to the offer.
- The cost and the 2 year commitment.
- It has additional costs
- Difficult to see the difference. We are not keen to take part in research
- Question 7 is confusing. It says "If Model 4 is our preferred model...." It is not our preferred option but we are still asked to answer it in order to submit.
- Appears expensive for silver and gold. Unlikely to consider Bronze at all
- The bronze package seems sensible if paying pro rata of EAL, rather than a lump sum.
- There are too many levels to it.
- Model 4 would be an acceptable compromise as we would be able to buy in at our desired level, and effectively maintain Model 3. However this may have implications for the breadth of EAL service throughout the County, due to the funding implications for those schools who buy in at a lower level, or who do not buy in.
- Is the cost £X per EAL pupil or £X per NOR? Is it the lowest of the two?
- It seem a fair alternative but there are concerns over the sustainability of the model
- Pay as you go would suit our situation as we seldom have EAL and if we do they are fully English speaking/literate. However, access to a service should the situation change would be useful.
- For small primary schools with no EAL a silver package would be cheaper than a bronze package.
- I would want silver level - and financially this is the same as model number 1 or 3 on current numbers, but could go up if more children join, making it unsustainable for us as a school.
- This would be my preferred option. However, I have already employed someone as part of their teaching role and am unable to change this is in the short term

Q7: If Model 4 was your preferred model moving forward please can you give an indication of which service offer you would be interested in buying

Answered: 41 Skipped: 19



ANSWER CHOICES	RESPONSES	
Option 1: No service	36.59%	15
Option 2: Bronze	31.71%	13
Option 3: Silver	24.39%	10
Option 4: Gold	7.32%	3
TOTAL		41

Schools who responded:

Primary Schools

- All Saints CE Primary
- Ashdown Primary
- Blackboys
- Bourne C P School, Eastbourne
- Breakwater Academy
- Cavendish School
- Chyngton
- Cradle Hill Community primary
- Denton CP School
- Ditchling (St Margaret's) CE Primary and Nursery
- Forest Row CE Primary School
- Hankham Primary School
- Harbour Primary
- High Cliff Academy
- Manor Primary School
- Maynards Green CP School
- Motcombe
- Ocklynge
- Pevensey and Westham
- Phoenix / White House Academy
- Robsack Wood Primary Academy
- Rotherfield Primary School

Rye Community Primary School
Sedlescombe CEP
Silverdale Primary Academy
St John's CE Primary
St John's Meads CofE
St Mary Star of the Sea
St Philip's
St Thomas' C o E Aided Primary
Telscombe Cliffs Community Primary School and Nursery
The Haven CE/Methodist Primary School
Tollgate Junior
Woodlands Federation (Broad Oak, Dallington CE, Punnetts Town)

Secondary Schools:

Uckfield College
Beacon Academy
Cavendish School
Chailey School
Claverham Community College
Hailsham Community College
Heathfield Community College
King's Academy
Peacehaven Community School
Priory School
Rye College
Seaford Head School
St Catherine's College
St Leonard's Academy
St. Richard's Catholic College, Bexhill-on-Sea
The Hastings Academy
Willingdon Community School

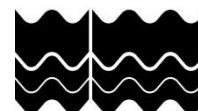
Anonymous:

This field was compulsory to identify the school but one headteacher wrote "I would rather not complete this"

Timeline for actions

Timeline	Activity
4 September 2019	Launch of second consultation with schools to secure commitment for funding under Model 3 Launch of public consultation
20 September 2019	Schools' Forum – vote on de-delegated budget for EALS
28 September 2019	Close of window for commitment of two-year funding for EALS from schools and academies.
October 2019	Communicate outcome of consultation to all stakeholders: Either formalise offer of service with schools who have agreed to commit funding OR Start consultation to close service from 1 April 2020.
1 April 2020	Implementation of outcome of consultations.

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Agenda Item 5

Report to: Schools' Forum

Date: 12 July 2019

Title of Report: De-delegating budgets for Primary and Secondary maintained schools

By: Sarah Rice, Finance Manager

Purpose of Report: To aid discussion in advance of September when approval on de-delegated budgets for 2020/21 will be sought.

Recommendation:

The Primary and Secondary maintained Schools Forum Representatives are asked to consider and discuss the services that are proposed to be provided centrally by the Authority for 2020/21. To ensure an informed decision can be taken in September.

1. Background

- 1.1 Since 2013/14 the Department for Education (DfE) has allowed the Schools Forum to agree to de-delegate budgets for certain services provided centrally by the Local Authority (LA). The DfE have confirmed that this arrangement will continue for financial year 2020/21.
- 1.2 The funding is automatically delegated to Academies who can choose to access some of the services by purchasing from East Sussex Services to Schools or source services from other providers.
- 1.3 The services to be considered for de-delegation in 2020/21 are shown below and Schools Forum can agree to de-delegate a service in 2020/21 where it chose not to in 2019/20.
- contingencies
 - behaviour support services
 - support for minority ethnic pupils (please see separate paper)
 - administration of free school meals
 - jury service and union business
- 1.4 In 2019/20, the following decisions were agreed at schools forum on de-delegated services.

	PRIMARY	SECONDARY
	De-delegated in 2019/20	De-delegated in 2019/20
Contingency	Yes	Yes
Behaviour support services	Yes	No
Support for minority ethnic pupils	Yes	Yes*
Free meal eligibility	Yes	Yes
Jury service and union business	Yes	Yes

*This decision was originally 'NO' but was reversed at the request of representatives following assessment of the impact on the service as a whole as confirmed in the Schools Forum EALs briefing circulated March 2019.

1.5 Only members of the Schools Forum representing maintained primary and secondary schools will be entitled to vote on the 2020/21 proposals. In accordance with regulations, representatives of each phase will vote separately, however it is possible that a decision not to de-delegate in one phase may affect the viability of provision overall and the withdrawal of the service for all phases.

2. The Services

2.1 Descriptions of the services which can be provided centrally to maintained schools are set out below in Appendix A.

2.3 The calculation of amounts to be de-delegated from each school must be linked to factors within the funding formula. The calculations applied in 2019/20 were calculated using the following basis:

De-delegated Heading	Formula Factor*
Contingency	Per Pupil Amount
Behaviour Support Services	20% Per Pupil Amount 11% Free School Meals <i>(18/19 -55%)</i> 22% Free School Meal Ever6 <i>(18/19 – 0%)</i> 22% IDACI <i>(18/19 -0%)</i> 25% Prior Attainment
Support for minority ethnic pupils	50% Per Pupil <i>(18/19 - 90%)</i> 50% Per EAL Pupil <i>(18/19 - 10%)</i>
Free meal eligibility	Free School Meal Numbers
Jury service and union duties	Per Pupil Amount

* Annotations in brackets highlight where and how calculations changed from 18/19 calculations.

2.4 The basis of calculating the de-delegated amounts applied to each school for some elements were amended for 2019/20 as shown in the table above. This was agreed in conjunction with the Funding Formula Working Group to ensure the impact of changes in the funding formula and how funding is allocated is taken into account in the way funds are de-delegated.

3 Recommendations

3.1 The Maintained Primary and Secondary representatives on the Schools Forum are requested to take the opportunity discuss the de-delegation items in advance of the next meeting with the schools they represent, to ensure they have canvassed opinion and vote on behalf of the schools they represent at the Schools Forum meeting in September.

Description of De-delegated services

Appendix A

The framework for de-delegated budgets is set within the principles of shared responsibility between schools for all children and mutual support across all schools. The model allows for all schools who de-delegate funding to have certainty of access to support at the point of need from services that continue to operate and provide support in the most cost effective way.

Contingencies

Contingencies can be held for a limited range of circumstances

- Exceptional unforeseen costs which it would be unreasonable to expect governing bodies to meet
- Schools in financial difficulties
- Additional costs relating to new, re-organised and closing schools
- Managing extra ordinary personnel matters

It is recommended that maintained schools continue to fund a contingency which will be administered by the Local Authority for the approved purposes.

If schools decide not to have a central contingency, they will need to ensure that all schools are able to make any extraordinary payments this can put significant undue strain on individual school budget shares.

Administration of Free School Meals

The County Council's free school meals service enables schools to meet legal requirements relating to the provision of free school meals without the administrative burden.

The free school meals service is located within the Admissions and Transport Team and as a Local Authority, we have direct links with Government Departments (DfE and DWP). This enables us to determine eligibility for free school meals with one short telephone call from schools with the vast majority of individual applications only taking 30 seconds to process. Individual schools do not have access to the checking service meaning eligibility would need to be carried out at school level as a paper exercise.

We are able to give guidance on all aspects of eligibility and provide accurate data to support schools. Weekly changes are reported to schools securely and full entitlement reports are sent to individual schools. We will ensure that free schools meals data is accurate for the census returns.

NB Academies can buy into this service through Services to Schools.

Jury service and union business

This central budget currently pays for supply cover when members of a school's staff undertake Trade Union Duties or Jury Service. The amount each school may have to pay can vary significantly from year to year, whereas across the County the amount is more likely to be relatively stable. The benefit to maintained schools of pooling these budgets is that schools know exactly how much they will pay each year instead of facing the prospect of unknown additional costs which they cannot control.

For primary schools, this budget also includes the costs of administering the County Funded Supply internal insurance schemes. If primary schools choose not to pool this budget there will be an increase in the cost they pay for membership of the schemes.

Behavioural Support

Schools continue to express concerns at their own lack of capacity to support children who present with problematic behaviour and exclusion rates across the county are high. ESBAS provides support to all maintained primary schools delivering a range of interventions to support children with social, emotional and mental health needs, including those who are at risk of permanent exclusion. Support is bespoke to the needs of the school and child and, as well as 1:1 support, includes training and expert advice for schools. As children who are at risk of exclusion often present with attendance difficulties, the BSS offer is integrated with our attendance support offer.

Implications of cessation of De-delegated Primary Behaviour Support Services

Service Offer

- ESBAS would be significantly reduced and would only focus on statutory work. This provision could not be reinstated at a later stage.
- No early intervention service would be provided; this would include the attendance offer as well as the behaviour offer. The Local Authority would raise the threshold for core attendance support and this would increase further over time.
- Attendance intervention would be on a traded basis - it would need to be sourced privately which would be highly problematic in some parts of the county if external services do not operate there.

Outcomes

- A likely impact includes a significant rise in the numbers of children requiring support in the secondary phase as their barriers to learning support will not have been addressed in a timely and robust manner. This is likely to result in the number of children requiring special school provision as they reach the end of primary school, or the early stages of secondary school.
- An increase in permanent exclusions and breakdown of placements of children with EHCPs and a related increase in the number of children who schools have to reintegrate mid-year from other schools.
- A deterioration of attendance, where early intervention will not be provided.
- Further pressure on High Needs Block funding and in turn funding available for schools.

Support for Minority Ethnic Pupils – The discussions around this area of de-delegation is subject to a separate paper.

Agenda Item 6

Report to: Schools' Forum

Date: 12 July 2019

Title of Report: Funding Formula Working Group (FFWG) Update

By: Ed Beale, School Funding Manager

Purpose of Report: To provide an update on the Funding Formula Working Group



Recommendation: Schools Forum are asked to note the information in relation to the 2020/21 ESCC Funding Formula.

Working Group Members

School Forum Representatives: James Freeston, Jane Johnson, Hugh Hennebry, Phil Matthews, Monica Whitehead

LA Officers: Sarah Rice, Ed Beale, Kirsten Coe

1 Background

- 1.1 The Funding Formula for 2020/21 will be determined “locally” by Local Authorities, as has been the case for 2019/20 and previous years. Because of this, the Funding Formula Working Group (FFWG) were able to meet during June in order to review the East Sussex Funding Formula for 2020/21.
- 1.2 The FFWG is comprised of School representatives (Primary and Secondary Phase) and Local Authority officers, as indicated above.
- 1.3 To determine the starting point i.e. funds available, the assumption has had to be made that the “pot” will be the same as 2019/20 (excluding the one off funding of £4m that was transferred into the Schools block from the CSSB).
- 1.4 The vast majority of funding factors are already at the levels they will be under a National Funding Formula (NFF). Therefore, the factors that were to be reviewed were the following:
 - The lump sum (Primary Phase) – The lump sum is currently at £120,000, which is £10,000 higher than what it would be under the NFF. (The lump sum for the Secondary phase is already at the rate it will be under the NFF).
 - Minimum Per Pupil - This factor was introduced in 2019/20 to begin to reflect this rate under the NFF. Excluding the £4m one off funding that was received in 2019/20, the minimum per pupil rate for schools in the Primary phase was £3,410 and for the Secondary Phase £4,675.

The minimum per pupil factor is calculated by adding the pupil led factors and the school led factors (lump sum and sparsity) together and dividing by the NOR.

- Minimum Funding Guarantee offers some protection against funding reductions and ensures that (excluding any fluctuations related to pupil numbers) a schools budget will be at least a defined percentage of the budget per pupil received in the previous year.

The rate under the NFF will be 98.5% (i.e. a maximum drop in the amount per pupil of 1.5%). This has been the rate traditionally used in East Sussex however for the last two years due to receiving additional funds, schools have been protected at a higher level.

2 Progress

2.1 To date, the FFWG have had 3 meetings. The first meeting (17 May) was used to confirm that the principles of working towards the NFF funding rates would continue when reviewing the formula for 2020/21.

2.2 The factors being reviewed have been stated above (paragraph 1.4). The minutes of this initial meeting can be found on **Appendix A**. The below shows the various formula combinations that have been looked at. A summary of these scenarios can also be seen on **Appendix B**.

- **Lump Sum (Primary Phase)**

- The lump sum to remain unchanged at £120,000

- The lump sum to reduce by £10,000 to the NFF rate of £110,000

- The lump sum to be reduce by £5,000 as a stepped reduction to £115,000

- **Minimum Per Pupil**

- To maintain the rates at the 2019/20 level (which included the £4m one off funding)

- To maintain the rates as at 2019/20 (excluding the £4m one off funding)

- To increase the rates from the 2019/20 levels (excluding the £4m one off funding)

- **MFG**

- MFG rate to be 100.5%

- MFG rate to be 100%

- MFG rate to be 98.5%

2.3 At the second meeting (21 June), the overview of all scenarios that had been put forward were reviewed. The main “issue” with a lot of the proposed scenarios was affordability and this meant that a number of these proposed scenarios were unable to progress any further. Some time was spent at the meeting adjusting various elements to find affordable scenarios within the principles and priorities of the group. The group also discussed priority areas for allocating any additional funding that may be available once the final settlement is known. Minutes of the second meeting can be found on **Appendix C**.

2.4 The final meeting to date took place on 28 June. This gave the opportunity to review the two proposed scenarios on a school by school basis. This meant looking at the implications for individual schools and understanding why the scenarios have provided such outcomes.

2.5 Information provided to the group showed a) How much a school could receive and the change from 2019/20 in monetary terms and b) What the changes could be as a percentage. Minutes of this meeting can be found on **Appendix D** whilst **Appendix E** shows the proposals being put forward on a school by school basis.

3 Moving Forward

- 3.1 Two potential scenarios are currently being put forward. One is to leave the rates as they were for 2019/20 (excluding the additional £4m one off funding). The other would see a reduction to the lump sum (Primary Phase) of £5,000, and the minimum amount per pupil in the Primary and Secondary phases increase.
- 3.2 Due to affordability and the additional funding that was provided by the DfE, for the past two years, the MFG rate has been positive, i.e. 100.5%. Historically, the MFG rate had been 98.5%. The proposal is to see the MFG rate at 98.7% which is slightly higher than the NFF and has been selected at this rate due to affordability and formula constraints.
- 3.3 If any additional funding is received, then the priorities are as follows:
- To increase the minimum per pupil funding rates to nearer the NFF rates
 - Increase the MFG rate to 100%
 - Increase capping
 - Revise primary lump sum
- 3.4 If any additional information is provided by the DfE during the summer period, the FFWG will meet 10 Sept for a final review. The final paper will be brought to Schools Forum in September, with a view to issuing the consultation early October as we did last year.

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Meeting:	Funding Formula Working Group
Date:	Friday 17 May 2019
Time:	9.30-10.30
Venue:	Wellshurst Golf Club, Horam,
Attendees:	Jane Johnson, Hugh Hennebry, Monica Whitehead , James Freeston, Phil Matthews ,Ed Beale, Kirsten Coe and Sarah Rice
Apologies:	None

1.0 Aim of the Funding Formula Working Group (FFWG)

To review the current funding factors and unit rates used by ESCC for 2019/20 and consider whether it is appropriate to retain these factors at their current level for 2020/21 with the principles of working towards the NFF rates to continue.

Consideration was given as to how the available funding factors can be used and the following areas discussed:

- Investigate aligning all factors to the NFF, with and without funding floor protection.
- To look at options regarding the Primary lump sum.
- To look at options regarding the minimum per pupil funding rates for both phases.
- To investigate affordable MFG and capping rates.

2.0 Review information that had been provided

This included a timeline which set out the timescales from this initial meeting to submitting the funding formula to the DfE, a summary of the current 2019/20 funding rates.

3.0 Observations and Proposals

- The Group acknowledged that the lump sum is an important factor for primary schools and more significant to smaller schools. It was felt that looking at a step change may be more appropriate for primary schools.
- It was acknowledged that if the NFF rates do not increase then effectively the NFF is flat cash with no increase for cost of living.
- It was acknowledged that some changes would benefit a group of schools, but at the cost of a different group of schools and if this is a decision that the group makes, the group will need to continue to be clear in their observations and decisions made.
- As we do not anticipate any increase in the overall funding pot, we are looking at re-aligning the pot amongst schools.

4.0 Action Summary

- To model the scenarios below and to review any potential impact to schools and academies.
- To model the scenarios below for affordability.
- To have follow up meeting on the 21st June to discuss scenario's.

5.0 Actions - Scenario's

For all scenarios – the Prior attainment, EALs, sparsity, deprivation and per pupil rates will be the same as the NFF.

Scenario 1 – All rates and transitional protection as the NFF, including funding floor for both Primary and Secondary.

Scenario 2 – All rates and transitional protection as the NFF, excluding funding floor for both Primary and Secondary

For scenario's 3 - 5 MFG will be at 98.5% and capping at 3.0%

Scenario 3

Primary - Lump sum to remain at £120,000 and increase the minimum per pupil rate £3,500.

Secondary - Increase the minimum per pupil rate to £4,800

Scenario 4

Primary - Decrease lump sum by £5,000 to £115,000 and increase the minimum per pupil rate £3,500.

Secondary - Increase the minimum per pupil rate to £4,800

Scenario 5

Primary - Decrease lump sum by £10,000 to £110,000 and increase the minimum per pupil rate £3,500.

Secondary - Increase the minimum per pupil rate to £4,800

For scenario's 6 - 8 MFG will be at 100% and capping at 1.5%

Scenario 6

Primary - Lump sum to remain at £120,000 and increase the minimum per pupil rate £3,500.

Secondary – Increase the minimum per pupil rate to £4,800

Scenario 7

Primary - Decrease lump sum by £5,000 to £115,000 and increase the minimum per pupil rate £3,500.

Secondary - Increase the minimum per pupil rate to £4,800

Scenario 8

Primary - Decrease lump sum by £10,000 to £110,000 and increase the minimum per pupil rate £3,500.

Secondary - Increase the minimum per pupil rate to £4,800

Appendix B

	MFG	Capping	Primary Lump Sum	Primary min per pupil	Secondary min per pupil
Scenario 1	98.50%	1.50%	£120,000	£3,410	£4,675
Scenario 2	98.50%	3.00%	£120,000	£3,500	£4,800
Scenario 3	98.50%	3.00%	£115,000	£3,500	£4,800
Scenario 4	98.50%	3.00%	£110,000	£3,500	£4,800
Scenario 5	100.00%	1.50%	£120,000	£3,500	£4,800
Scenario 6	100.00%	1.50%	£115,000	£3,500	£4,800
Scenario 7	100.00%	1.50%	£110,000	£3,500	£4,800
Scenario 8	99.25%	1.50%	£115,000	£3,500	£4,800
Scenario 9	98.50%	6.00%	£110,000	£3,500	£4,800
Scenario 10	98.50%	3.00%	£110,000	£3,500	£4,800
Scenario 11	98.50%	1.50%	£120,000	£3,435	£4,711
Scenario 12	98.70%	1.50%	£115,000	£3,435	£4,711

Please note that for all scenarios – the Prior attainment, EALs, sparsity, deprivation and per pupil rates will be the same as the NFF.

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Meeting:	Funding Formula Working Group
Date:	Friday 21 June 2019
Time:	14.00-16.00
Venue:	Wellshurst Golf Club, Horam,
Attendees:	Jane Johnson, Hugh Hennebry, Monica Whitehead, Phil Matthews , Kirsten Coe and Sarah Rice
Apologies:	James Freeston

1.0 Aim of the Funding Formula Working Group (FFWG)

To review the overall impact and affordability of different potential funding models. Given uncertainty around funding levels for 2020/21, the group aimed to determine the principles and priorities in terms of allocation of funding to be applied in different funding level scenarios.

2.0 Process

At the previous meeting the group had discussed a number of scenarios to be produced and reviewed in advance of this meeting based on moving towards the National Funding Formula. In producing the scenarios, it became clear that affordability and uncertainty around the allocation of funding became a key issue for a number of scenarios which limited the usefulness of circulating a large number of detailed scenarios to the group in advance of the meeting. It was therefore decided that the scenarios would be prepared ,the summary of affordability and impact across all schools analysed and presented with a working scenario prepared to enable the group to discuss and see 'live' the impact of adjusting different elements in order that an affordable baseline could be agreed.

Once this scenario was agreed the group then discussed if further funding were available, what priority would be given to addressing certain factors.

3.0 Observations and Proposals

- The group acknowledged that it was important to protect the minimum per pupil rate at the same level as that awarded last year as this was an important baseline to preserve.
- The minimum per pupil rate set included £4 million one off funding that was allocated to schools last year so preserving the minimum per pupil at this level was effectively uplifting it without the one off funding.
- The group discussed and acknowledged the importance of the lump sum for smaller schools however, also acknowledged that preserving the lump sum at a level higher than the NFF level meant funding was diverted from other funding factors to support the higher lump sum. The soft formula allows the local formula to distribute funds in a different way to the NFF however the group's principles over several years has been to transition towards the National Funding Formula as this is how the local authority is funded overall.
- The group recognised the MFG potentially protected all schools not just small schools from potential volatility.
- The group adjusted factors to arrive at an affordable scenario that achieved the following:

- Minimum per pupil rates preserved at the 2019/20 level
 - A reduction in the primary lump sum of £5,000 (i.e. a further step change but keeping the lump sum above the NFF level.)
 - MFG of 98.7% maximum affordable with the other factors set
 - Capping at 1.5%
-
- The group requested that this scenario was produced in detail, together with a scenario that showed the rates remaining as at 2019/20 with NFF standard MFG (98.5%) and Capping (1.5%) was produced. In this scenario the minimum per pupil had to be reduced to reflect the reduction of the one off £4 million funding for it to be affordable. These scenarios would be analysed at the next meeting school by school to assess the overall impact.
-
- The group decided that once more information was known regarding funding that if additional funds were to be available it would be allocated to factors in the following priority order:
 1. Minimum per pupil to be increased to the National Funding Formula level
 2. Minimum Funding Guarantee to be increased to 100%
 3. Capping to be increased
 4. Primary Lump Sum reduction to be minimised

4.0 Action Summary

- To have follow up meeting on the 28th June to discuss the school by school impact of the agreed scenarios and agree proposals to be taken forward for consultation.

Meeting:	Funding Formula Working Group
Date:	Friday 28 June 2019
Time:	9.30-10.30
Venue:	Wellshurst Golf Club, Horam,
Attendees:	Jane Johnson, Hugh Hennebry, Monica Whitehead , James Freeston, Phil Matthews ,Ed Beale, Kirsten Coe and Sarah Rice
Apologies:	None

1.0 Aim of the Funding Formula Working Group (FFWG)

To look at the scenarios that had been identified as potential ones to put forward on a school by school level.

2.0 Process

Information was provided to FFWG members showing the two proposed proposals with information being shared that provided details of the potential budget share each school could receive for each of the two proposals.

The information showed the potential budget share changes from 2019/20 to 2020/21 in monetary terms and in percentage terms which helped provide more context.

To help understand the process further, the opportunity was also provided for the group to look at any individual school / academy which helped showed the difference from one year to the next and helped illustrate why the calculation was as it was.

3.0 Summary

Two proposals are being put forward:

- No change to the formula (excluding the £4m one off funding)

Or

- Reduce lump sum by £5,000 to £115,000,
- Increase min per pupil rate to £3,435 (Pri) and £4,711 (Sec),
- MFG Rate of 98.7%

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2020/21 Funding Formula Working Group

(Excludes All Through Schools)

Appendix E

SORTED BY PHASE AND NOR

	A	B	C	D	E	F	G	H	I	
				Difference between Baseline and	Proposed 2020/21 Scenario 1 using 2019/20 rates with Standard	Change from 2019/20 baseline and Scenario 1	Change from 2019/20 baseline and Scenario 1 (%)	Proposed 2020/21 Scenario 12 Proposed rates and MFG	Change from 2019/20 baseline and Scenario 12	Change from 2019/20 baseline and Scenario 12 (%)
School	NOR	2019/20 Actual ALLOCATION	2019/20 Baseline ALLOCATION	Actual	MFG + Capping	(D - B)	(D - B)	capping	(G - B)	(G - B)
Five Ashes CofE Primary School	54	£368,226	£364,789	-£3,437	£362,356	-£2,433	-0.67%	£362,775	-£2,014	-0.55%
Firle Church of England Primary School	69	£361,989	£357,597	-£4,392	£362,216	£4,619	1.29%	£362,291	£4,694	1.31%
Fletching Church of England Primary School	70	£372,507	£368,052	-£4,455	£365,986	-£2,066	-0.56%	£366,403	-£1,649	-0.45%
Broad Oak Community Primary School	82	£403,939	£398,721	-£5,219	£396,518	-£2,202	-0.55%	£396,989	-£1,732	-0.43%
St Michael's Primary School	82	£402,820	£397,601	-£5,219	£395,481	-£2,120	-0.53%	£395,941	-£1,660	-0.42%
St Michael's Church of England Primary School	89	£419,675	£414,010	-£5,664	£420,253	£6,243	1.51%	£419,421	£5,410	1.31%
Hamsey Community Primary School	90	£430,079	£424,351	-£5,728	£421,834	-£2,517	-0.59%	£422,371	-£1,981	-0.47%
Northiam Church of England Primary School	91	£476,589	£470,797	-£5,792	£467,821	-£2,976	-0.63%	£468,422	-£2,376	-0.50%
Peasmarsh Church of England Primary School	91	£459,030	£453,238	-£5,792	£459,725	£6,486	1.43%	£459,800	£6,561	1.45%
St Mark's Church of England Primary School	91	£415,090	£409,298	-£5,792	£407,008	-£2,290	-0.56%	£407,517	-£1,782	-0.44%
Danehill Church of England Primary School	93	£425,180	£419,261	-£5,919	£416,937	-£2,324	-0.55%	£417,456	-£1,804	-0.43%
Nutley Church of England Primary School	94	£440,919	£434,936	-£5,983	£441,255	£6,319	1.45%	£438,503	£3,567	0.82%
Punnetts Town Community Primary School	96	£448,153	£442,043	-£6,110	£439,548	-£2,495	-0.56%	£440,098	-£1,944	-0.44%
East Hoathly CofE Primary School	97	£457,799	£451,626	-£6,174	£453,772	£2,146	0.48%	£449,759	-£1,867	-0.41%
Framfield Church of England Primary School	97	£452,087	£445,913	-£6,174	£443,206	-£2,707	-0.61%	£443,788	-£2,125	-0.48%
Plumpton Primary School	98	£451,143	£444,905	-£6,237	£451,485	£6,580	1.48%	£451,560	£6,655	1.50%
Mark Cross Church of England Aided Primary School	98	£432,718	£426,480	-£6,237	£424,098	-£2,382	-0.56%	£424,640	-£1,841	-0.43%
Stonegate Church of England Primary School	99	£446,650	£440,350	-£6,301	£437,910	-£2,439	-0.55%	£438,463	-£1,887	-0.43%
St Mary the Virgin Church of England Primary School	99	£449,028	£442,727	-£6,301	£440,107	-£2,620	-0.59%	£440,684	-£2,044	-0.46%
Chiddingly Primary School	100	£484,358	£477,994	-£6,365	£475,084	-£2,910	-0.61%	£475,702	-£2,292	-0.48%
Bodiam Church of England Primary School	100	£468,231	£461,867	-£6,365	£459,032	-£2,835	-0.61%	£459,640	-£2,227	-0.48%
All Saints' and St Richard's Church of England Primary School	100	£497,190	£490,826	-£6,365	£487,499	-£3,326	-0.68%	£488,173	-£2,653	-0.54%
Beckley Church of England Primary School	101	£470,406	£463,978	-£6,428	£461,170	-£2,807	-0.61%	£461,778	-£2,200	-0.47%
Ticehurst and Flimwell Church of England Primary School	101	£514,607	£508,179	-£6,428	£505,358	-£2,821	-0.56%	£505,967	-£2,212	-0.44%
Staplecross Methodist Primary School	102	£477,905	£471,413	-£6,492	£468,507	-£2,906	-0.62%	£469,131	-£2,282	-0.48%
Alfriston School	103	£470,919	£464,363	-£6,555	£470,062	£5,698	1.23%	£465,062	£698	0.15%
Laughton Community Primary School	103	£483,673	£477,118	-£6,555	£478,560	£1,443	0.30%	£475,143	-£1,975	-0.41%
Holy Cross Church of England Primary School	103	£498,624	£492,069	-£6,555	£488,865	-£3,204	-0.65%	£489,494	-£2,575	-0.52%
Dallington Church of England Primary School	104	£474,762	£468,143	-£6,619	£470,853	£2,710	0.58%	£466,203	-£1,940	-0.41%
Frant Church of England Primary School	105	£491,111	£484,428	-£6,683	£481,656	-£2,772	-0.57%	£482,270	-£2,158	-0.45%
High Hurstwood Church of England Primary School	105	£485,590	£478,907	-£6,683	£476,177	-£2,730	-0.57%	£476,786	-£2,122	-0.44%
Crowhurst CofE Primary School	106	£486,885	£480,139	-£6,746	£484,266	£4,127	0.86%	£479,266	-£873	-0.18%
Little Horsted Church of England Primary School	106	£464,697	£457,951	-£6,746	£455,266	-£2,685	-0.59%	£455,872	-£2,079	-0.45%
Bonnars CofE School	108	£500,093	£493,219	-£6,874	£490,237	-£2,982	-0.60%	£490,888	-£2,331	-0.47%
Catsfield Church of England Primary School	110	£506,807	£499,806	-£7,001	£500,640	£834	0.17%	£497,430	-£2,376	-0.48%
Etchingam Church of England Primary School	110	£509,265	£502,264	-£7,001	£499,577	-£2,686	-0.53%	£500,195	-£2,069	-0.41%
Hurst Green Church of England Primary School and Nursery	111	£525,814	£518,750	-£7,065	£515,681	-£3,069	-0.59%	£516,352	-£2,397	-0.46%
Park Mead Primary School	119	£555,296	£547,722	-£7,574	£544,328	-£3,394	-0.62%	£545,067	-£2,655	-0.48%
Blackboys Church of England Primary School	122	£507,229	£499,464	-£7,765	£496,512	-£2,952	-0.59%	£497,200	-£2,263	-0.45%
Icklesham Church of England Primary School	128	£550,303	£542,156	-£8,147	£551,071	£8,915	1.64%	£549,806	£7,650	1.41%
Brede Primary School	130	£581,787	£573,513	-£8,274	£575,990	£2,477	0.43%	£570,990	-£2,523	-0.44%
Burfield Academy	131	£856,864	£848,558	-£8,306	£840,642	-£7,916	-0.93%	£842,018	-£6,540	-0.77%
Barcombe Church of England Primary School	132	£555,903	£547,502	-£8,401	£544,826	-£2,676	-0.49%	£545,052	-£2,449	-0.45%
St Pancras Catholic Primary School	135	£573,727	£565,135	-£8,592	£574,757	£9,622	1.70%	£571,306	£6,171	1.09%

2020/21 Funding Formula Working Group

(Excludes All Through Schools)

SORTED BY PHASE AND NOR

Appendix E

	A	B	C	D	E	F	G	H	I	
	Oct-18	2019/20 Actual	2019/20 Baseline	Difference between Baseline and Actual	Proposed 2020/21 Scenario 1 using 2019/20 rates with Standard MFG + Capping	Change from 2019/20 baseline and Scenario 1 (D - B)	Change from 2019/20 baseline and Scenario 1 (%) (D - B)	Proposed 2020/21 Scenario 12 Proposed rates and MFG capping	Change from 2019/20 baseline and Scenario 12 (G - B)	Change from 2019/20 baseline and Scenario 12 (%) (G - B)
School	NOR	ALLOCATION	ALLOCATION	Actual	MFG + Capping	(D - B)	(D - B)	capping	(G - B)	(G - B)
Netherfield CofE Primary School	138	£607,176	£598,393	-£8,783	£595,156	-£3,237	-0.54%	£595,496	-£2,897	-0.48%
Chailey St Peter's Church of England Primary School	140	£622,198	£613,288	-£8,910	£609,354	-£3,934	-0.64%	£610,226	-£3,061	-0.50%
Hankham Primary School	146	£618,566	£609,273	-£9,292	£612,504	£3,231	0.53%	£607,504	-£1,769	-0.29%
St Thomas' Church of England Aided Primary School	146	£615,282	£605,990	-£9,292	£613,595	£7,606	1.26%	£608,595	£2,606	0.43%
Ditchling (St Margaret's) Church of England Primary School	148	£603,278	£593,858	-£9,419	£590,307	-£3,551	-0.60%	£591,152	-£2,706	-0.46%
Phoenix Academy	151	£733,045	£723,435	-£9,610	£717,792	-£5,643	-0.78%	£718,925	-£4,510	-0.62%
Ninfield Church of England Primary School	153	£624,814	£615,076	-£9,738	£618,462	£3,386	0.55%	£613,462	-£1,614	-0.26%
High Cliff Academy	155	£1,024,772	£1,014,939	-£9,833	£1,005,042	-£9,898	-0.98%	£1,006,752	-£8,187	-0.81%
Mayfield Church of England Primary School	157	£647,739	£637,746	-£9,992	£633,745	-£4,001	-0.63%	£634,677	-£3,069	-0.48%
Annecy Catholic Primary School	157	£660,191	£650,199	-£9,992	£661,545	£11,346	1.74%	£661,620	£11,421	1.76%
Burwash CofE School	168	£688,494	£677,802	-£10,692	£677,377	-£425	-0.06%	£674,447	-£3,355	-0.49%
White House Academy	169	£748,491	£737,735	-£10,756	£743,397	£5,662	0.77%	£738,397	£662	0.09%
Jarvis Brook Primary School	171	£696,208	£685,324	-£10,883	£680,672	-£4,652	-0.68%	£681,732	-£3,593	-0.52%
Dudley Infant Academy	173	£707,281	£696,270	-£11,011	£700,099	£3,828	0.55%	£695,099	-£1,172	-0.17%
Parkland Infant School	179	£731,826	£720,434	-£11,392	£733,383	£12,949	1.80%	£729,700	£9,266	1.29%
Buxted CofE Primary School	188	£748,606	£736,641	-£11,965	£736,790	£149	0.02%	£733,014	-£3,627	-0.49%
Forest Row Church of England Primary School	188	£756,213	£744,248	-£11,965	£743,185	-£1,064	-0.14%	£740,644	-£3,604	-0.48%
Groombridge St Thomas' Church of England Primary School	193	£719,344	£707,060	-£12,283	£702,580	-£4,480	-0.63%	£703,682	-£3,378	-0.48%
Harlands Primary School	196	£770,873	£758,399	-£12,474	£753,652	-£4,747	-0.63%	£754,798	-£3,601	-0.47%
Salehurst Church of England Primary School	197	£805,155	£792,617	-£12,538	£788,821	-£3,797	-0.48%	£788,463	-£4,154	-0.52%
St Philip's Catholic Primary School	199	£764,648	£751,983	-£12,665	£756,387	£4,404	0.59%	£751,387	-£596	-0.08%
Iford and Kingston Church of England Primary School	200	£769,636	£756,907	-£12,729	£761,333	£4,426	0.58%	£756,333	-£574	-0.08%
Breakwater Academy	202	£871,134	£858,277	-£12,856	£873,777	£15,499	1.81%	£873,852	£15,574	1.81%
Western Road Community Primary School	206	£776,782	£763,671	-£13,111	£767,148	£3,477	0.46%	£762,148	-£1,523	-0.20%
Churchwood Primary Academy	206	£949,636	£936,525	-£13,111	£928,898	-£7,627	-0.81%	£930,458	-£6,067	-0.65%
All Saints Church of England Primary School, Bexhill	207	£921,580	£908,406	-£13,175	£924,393	£15,988	1.76%	£924,468	£16,063	1.77%
St Marys Catholic Primary School	208	£790,723	£777,484	-£13,238	£775,212	-£2,273	-0.29%	£773,555	-£3,929	-0.51%
Rocks Park Primary School	209	£813,880	£800,578	-£13,302	£797,735	-£2,843	-0.36%	£796,597	-£3,981	-0.50%
Sedlescombe CofE Primary School	209	£823,539	£810,238	-£13,302	£816,534	£6,297	0.78%	£811,534	£1,297	0.16%
Newick Church of England Primary School	209	£802,466	£789,164	-£13,302	£784,289	-£4,875	-0.62%	£785,491	-£3,674	-0.47%
Pebsham Primary Academy	210	£854,676	£841,310	-£13,365	£837,106	-£4,205	-0.50%	£836,587	-£4,723	-0.56%
Wivelsfield Primary School	210	£842,205	£828,840	-£13,365	£823,414	-£5,426	-0.65%	£824,692	-£4,148	-0.50%
Parkside Community Primary School	210	£828,243	£814,877	-£13,365	£809,558	-£5,319	-0.65%	£810,822	-£4,055	-0.50%
St John's Church of England Primary School	210	£761,529	£748,163	-£13,365	£747,143	-£1,021	-0.14%	£744,638	-£3,525	-0.47%
Rotherfield Primary School	211	£804,477	£791,048	-£13,429	£785,903	-£5,145	-0.65%	£787,147	-£3,901	-0.49%
Westfield School	211	£845,403	£831,974	-£13,429	£836,732	£4,758	0.57%	£831,732	-£242	-0.03%
Herstmonceux Church of England Primary School	211	£814,297	£800,868	-£13,429	£805,537	£4,669	0.58%	£800,537	-£331	-0.04%
St Mary Star of the Sea Catholic Primary School	211	£845,802	£832,373	-£13,429	£847,670	£15,297	1.84%	£847,745	£15,372	1.85%
Chantry Community Primary School	212	£870,769	£857,276	-£13,493	£861,967	£4,691	0.55%	£856,967	-£309	-0.04%
St John's Meads Church of England Primary School	214	£802,900	£789,280	-£13,620	£791,200	£1,921	0.24%	£786,200	-£3,079	-0.39%
Maynards Green Community Primary School	217	£826,653	£812,842	-£13,811	£807,607	-£5,235	-0.64%	£808,880	-£3,962	-0.49%
Guestling Bradshaw Church of England Primary School	217	£847,356	£833,545	-£13,811	£848,989	£15,445	1.85%	£849,064	£15,520	1.86%
Parkland Junior School	230	£935,727	£921,089	-£14,638	£938,090	£17,002	1.85%	£938,165	£17,077	1.85%
South Malling CofE Primary and Nursery School	231	£904,881	£890,179	-£14,702	£895,031	£4,852	0.55%	£890,031	-£148	-0.02%

2020/21 Funding Formula Working Group

(Excludes All Through Schools)

SORTED BY PHASE AND NOR

Appendix E

	A	B	C	D	E	F	G	H	I	
		2019/20 Actual	2019/20 Baseline	Difference between Baseline and Actual	Proposed 2020/21 Scenario 1 using 2019/20 rates with Standard MFG + Capping	Change from 2019/20 baseline and Scenario 1 (D - B)	Change from 2019/20 baseline and Scenario 1 (%) (D - B)	Proposed 2020/21 Scenario 12 Proposed rates and MFG capping	Change from 2019/20 baseline and Scenario 12 (G - B)	Change from 2019/20 baseline and Scenario 12 (%) (G - B)
School	NOR	ALLOCATION	ALLOCATION	Actual	MFG + Capping	(D - B)	(D - B)	capping	(G - B)	(G - B)
All Saints CE Junior School	238	£948,385	£933,237	-£15,148	£950,648	£17,411	1.87%	£950,723	£17,486	1.87%
Sacred Heart Catholic Primary School, Hastings	238	£928,863	£913,716	-£15,148	£930,800	£17,085	1.87%	£930,875	£17,160	1.88%
Hellingly Community Primary School	240	£899,992	£884,717	-£15,275	£887,063	£2,346	0.27%	£882,063	-£2,654	-0.30%
Denton Community Primary School and Nursery	244	£988,711	£973,182	-£15,529	£989,671	£16,489	1.69%	£984,671	£11,489	1.18%
St Mary Magdalene Catholic Primary School	245	£933,033	£917,440	-£15,593	£934,634	£17,194	1.87%	£934,709	£17,269	1.88%
Pashley Down Infant School	268	£1,044,928	£1,027,871	-£17,057	£1,033,801	£5,930	0.58%	£1,028,801	£930	0.09%
West Rise Community Infant School	270	£1,106,461	£1,089,277	-£17,184	£1,105,935	£16,658	1.53%	£1,100,935	£11,658	1.07%
Roselands Infants' School	272	£1,031,064	£1,013,752	-£17,311	£1,024,448	£10,695	1.06%	£1,019,448	£5,695	0.56%
Wadhurst CofE Primary School	284	£1,070,640	£1,052,565	-£18,075	£1,045,207	-£7,357	-0.70%	£1,046,961	-£5,603	-0.53%
Cross-in-Hand Church of England Primary School	287	£1,096,349	£1,078,083	-£18,266	£1,084,778	£6,695	0.62%	£1,079,778	£1,695	0.16%
Ringmer Primary and Nursery School	291	£1,105,436	£1,086,915	-£18,521	£1,079,635	-£7,280	-0.67%	£1,081,399	-£5,516	-0.51%
St Andrew's Church of England Infants School	299	£1,142,574	£1,123,544	-£19,030	£1,144,929	£21,384	1.90%	£1,145,004	£21,459	1.91%
Ore Village Primary Academy	310	£1,366,674	£1,346,944	-£19,730	£1,372,105	£25,160	1.87%	£1,372,180	£25,235	1.87%
Rye Community Primary School	352	£1,418,108	£1,395,705	-£22,403	£1,420,699	£24,994	1.79%	£1,415,699	£19,994	1.43%
Motcombe Infants' School	353	£1,317,109	£1,294,642	-£22,467	£1,302,454	£7,811	0.60%	£1,297,454	£2,811	0.22%
West Rise Junior School	359	£1,400,980	£1,378,132	-£22,849	£1,404,215	£26,083	1.89%	£1,404,290	£26,158	1.90%
Ark Castledown Primary Academy	367	£1,523,571	£1,500,213	-£23,358	£1,528,876	£28,663	1.91%	£1,528,951	£28,738	1.92%
Shinewater Primary School	369	£1,542,594	£1,519,109	-£23,485	£1,543,831	£24,722	1.63%	£1,538,831	£19,722	1.30%
Sir Henry Fermor Church of England Primary School	372	£1,355,633	£1,331,957	-£23,676	£1,343,305	£11,347	0.85%	£1,338,305	£6,347	0.48%
Wallands Community Primary School	373	£1,404,212	£1,380,472	-£23,740	£1,407,002	£26,530	1.92%	£1,407,077	£26,605	1.93%
Southover CofE Primary School	373	£1,349,327	£1,325,587	-£23,740	£1,351,587	£26,000	1.96%	£1,346,728	£21,141	1.59%
Oakwood Primary Academy	379	£1,539,316	£1,515,194	-£24,121	£1,544,304	£29,110	1.92%	£1,544,379	£29,185	1.93%
Stafford Junior School	384	£1,446,980	£1,422,540	-£24,440	£1,449,781	£27,241	1.91%	£1,449,856	£27,316	1.92%
Hollington Primary Academy	384	£1,686,491	£1,662,051	-£24,440	£1,671,411	£9,359	0.56%	£1,666,411	£4,359	0.26%
Heron Park Primary Academy	394	£1,605,590	£1,580,514	-£25,076	£1,611,073	£30,560	1.93%	£1,611,148	£30,635	1.94%
Glenleigh Park Primary Academy	395	£1,684,800	£1,659,660	-£25,140	£1,645,657	-£14,003	-0.84%	£1,648,624	-£11,036	-0.66%
Tollgate Community Junior School	396	£1,479,925	£1,454,721	-£25,203	£1,482,950	£28,229	1.94%	£1,483,025	£28,304	1.95%
St Leonard's Church of England Primary Academy	404	£1,602,584	£1,576,871	-£25,713	£1,607,544	£30,672	1.95%	£1,607,619	£30,747	1.95%
Christ Church CofE Primary and Nursery Academy	405	£1,643,434	£1,617,658	-£25,776	£1,648,955	£31,298	1.93%	£1,649,030	£31,373	1.94%
Peacehaven Heights Primary School	408	£2,090,009	£2,064,042	-£25,967	£2,101,233	£37,191	1.80%	£2,101,308	£37,266	1.81%
West St Leonards Primary Academy	411	£1,553,945	£1,527,787	-£26,158	£1,557,825	£30,038	1.97%	£1,557,900	£30,113	1.97%
Hawkes Farm Academy	411	£1,451,703	£1,425,544	-£26,158	£1,435,209	£9,665	0.68%	£1,430,209	£4,665	0.33%
Robsack Wood Primary Academy	414	£1,591,706	£1,565,357	-£26,349	£1,596,023	£30,666	1.96%	£1,596,098	£30,741	1.96%
Manor Primary School	416	£1,506,620	£1,480,144	-£26,476	£1,486,760	£6,615	0.45%	£1,481,760	£1,615	0.11%
Battle and Langton Church of England Primary School	416	£1,565,468	£1,538,992	-£26,476	£1,568,515	£29,523	1.92%	£1,568,590	£29,598	1.92%
St Peter and St Paul CofE Primary School	421	£1,552,124	£1,525,329	-£26,795	£1,555,603	£30,274	1.98%	£1,555,678	£30,349	1.99%
Pevensey and Westham CofE Primary School	422	£1,555,203	£1,528,345	-£26,858	£1,537,659	£9,314	0.61%	£1,532,659	£4,314	0.28%
The Baird Primary Academy	423	£1,804,110	£1,777,189	-£26,922	£1,811,340	£34,151	1.92%	£1,811,415	£34,226	1.93%
Stone Cross School	423	£1,533,424	£1,506,503	-£26,922	£1,535,830	£29,327	1.95%	£1,535,905	£29,402	1.95%
Meridian Community Primary School and Nursery	426	£2,184,094	£2,156,982	-£27,113	£2,166,408	£9,427	0.44%	£2,161,408	£4,427	0.21%
Ark Little Ridge Primary Academy	427	£1,525,921	£1,498,745	-£27,176	£1,508,194	£9,449	0.63%	£1,503,194	£4,449	0.30%
Chyngton School	428	£1,593,141	£1,565,901	-£27,240	£1,575,372	£9,471	0.60%	£1,570,372	£4,471	0.29%
Bourne Primary School	437	£1,757,833	£1,730,020	-£27,813	£1,763,334	£33,313	1.93%	£1,763,409	£33,388	1.93%
The Haven Voluntary Aided CofE/Methodist Primary School	438	£1,641,311	£1,613,435	-£27,877	£1,635,158	£21,723	1.35%	£1,630,158	£16,723	1.04%

2020/21 Funding Formula Working Group

(Excludes All Through Schools)

SORTED BY PHASE AND NOR

Appendix E

	A	B	C	D	E	F	G	H	I	
				Difference between Baseline and	Proposed 2020/21 Scenario 1 using 2019/20 rates with Standard	Change from 2019/20 baseline and Scenario 1	Change from 2019/20 baseline and Scenario 1 (%)	Proposed 2020/21 Scenario 12 Proposed rates and MFG	Change from 2019/20 baseline and Scenario 12	Change from 2019/20 baseline and Scenario 12 (%)
School	NOR	2019/20 Actual ALLOCATION	2019/20 Baseline ALLOCATION	Actual	MFG + Capping	(D - B)	(D - B)	capping	(G - B)	(G - B)
Ashdown Primary School	440	£1,637,409	£1,609,405	-£28,004	£1,613,029	£3,624	0.23%	£1,608,850	-£555	-0.03%
King Offa Primary Academy	441	£1,695,667	£1,667,599	-£28,067	£1,677,358	£9,759	0.59%	£1,672,358	£4,759	0.29%
Harbour Primary and Nursery School	450	£1,805,356	£1,776,715	-£28,640	£1,810,556	£33,841	1.90%	£1,810,631	£33,916	1.91%
Willingdon Primary School	456	£1,606,492	£1,595,092	-£11,400	£1,595,092	£0	0.00%	£1,606,492	£11,400	0.71%
Seaford Primary School	478	£1,749,557	£1,719,135	-£30,422	£1,734,763	£15,628	0.91%	£1,729,763	£10,628	0.62%
St Thomas A Becket Catholic Primary School	479	£1,802,583	£1,772,097	-£30,486	£1,782,696	£10,600	0.60%	£1,782,696	£10,600	0.60%
Sandown Primary School	481	£2,017,257	£1,986,644	-£30,613	£2,024,363	£37,719	1.90%	£2,024,438	£37,794	1.90%
Polegate Primary School	515	£1,875,586	£1,842,809	-£32,777	£1,854,205	£11,396	0.62%	£1,849,205	£6,396	0.35%
Langney Primary Academy	517	£2,016,533	£1,983,629	-£32,904	£2,011,603	£27,975	1.41%	£2,006,603	£22,975	1.16%
Cradle Hill Community Primary School	534	£1,943,209	£1,909,223	-£33,986	£1,927,686	£18,463	0.97%	£1,922,686	£13,463	0.71%
Ark Blacklands Primary Academy	577	£2,058,742	£2,022,019	-£36,723	£2,063,148	£41,129	2.03%	£2,063,223	£41,204	2.04%
Little Common School	607	£2,153,625	£2,138,450	-£15,175	£2,138,450	£0	0.00%	£2,153,625	£15,175	0.71%
Grovelands Community Primary School	623	£2,212,262	£2,172,611	-£39,651	£2,216,935	£44,324	2.04%	£2,217,010	£44,399	2.04%
Telscombe Cliffs Community Primary School	623	£2,972,476	£2,932,825	-£39,651	£2,974,160	£41,335	1.41%	£2,969,160	£36,335	1.24%
Silverdale Primary Academy	623	£2,194,154	£2,154,503	-£39,651	£2,198,605	£44,102	2.05%	£2,198,680	£44,177	2.05%
St Paul's Church of England Academy	623	£2,324,628	£2,284,977	-£39,651	£2,331,035	£46,058	2.02%	£2,331,110	£46,133	2.02%
Ocklynge Junior School	795	£2,746,309	£2,726,434	-£19,875	£2,751,707	£25,273	0.93%	£2,751,782	£25,348	0.93%
King's Academy Ringmer	416	£2,250,449	£2,223,972	-£26,476	£2,211,438	-£12,534	-0.56%	£2,211,438	-£12,534	-0.56%
Causeway School	523	£3,020,526	£2,987,239	-£33,286	£2,987,357	£118	0.00%	£2,987,357	£118	0.00%
Ark William Parker Academy	525	£2,913,059	£2,879,645	-£33,414	£2,891,263	£11,618	0.40%	£2,891,263	£11,618	0.40%
Rye College	598	£3,165,806	£3,127,746	-£38,060	£3,166,603	£38,857	1.24%	£3,166,603	£38,857	1.24%
Ark Helenswood Academy	641	£3,607,653	£3,566,856	-£40,796	£3,581,041	£14,184	0.40%	£3,581,041	£14,184	0.40%
Seahaven Academy	654	£3,542,530	£3,500,938	-£41,592	£3,515,399	£14,461	0.41%	£3,515,399	£14,461	0.41%
The Eastbourne Academy	700	£3,987,851	£3,943,300	-£44,552	£3,958,790	£15,490	0.39%	£3,958,790	£15,490	0.39%
Uplands Community College	714	£3,646,463	£3,601,021	-£45,443	£3,567,281	-£33,740	-0.94%	£3,573,887	-£27,134	-0.75%
Robertsbridge Community College	720	£3,638,383	£3,592,559	-£45,824	£3,608,491	£15,933	0.44%	£3,608,491	£15,933	0.44%
Chailey School	756	£3,729,953	£3,681,837	-£48,116	£3,649,616	-£32,221	-0.88%	£3,676,832	-£5,005	-0.14%
Peacehaven Community School	840	£5,294,094	£5,240,632	-£53,462	£5,259,220	£18,588	0.35%	£5,259,220	£18,588	0.35%
The Hastings Academy	885	£5,024,277	£4,967,951	-£56,326	£4,987,535	£19,584	0.39%	£4,987,535	£19,584	0.39%
Willingdon Community School	995	£4,992,055	£4,928,728	-£63,327	£4,895,150	-£33,578	-0.68%	£4,895,150	-£33,578	-0.68%
St Richard's Catholic College	1021	£4,959,732	£4,894,751	-£64,982	£4,923,971	£29,220	0.60%	£4,923,971	£29,220	0.60%
St Catherine's College	1068	£5,323,958	£5,255,985	-£67,973	£5,279,618	£23,633	0.45%	£5,279,618	£23,633	0.45%
Beacon Academy	1077	£5,284,841	£5,216,295	-£68,546	£5,164,287	-£52,008	-1.00%	£5,174,399	-£41,896	-0.80%
Heathfield Community College	1140	£5,545,800	£5,504,760	-£41,040	£5,504,760	£0	0.00%	£5,545,800	£41,040	0.75%
Priory School	1140	£5,464,886	£5,392,330	-£72,555	£5,403,185	£10,855	0.20%	£5,409,910	£17,580	0.33%
Claverham Community College	1150	£5,667,586	£5,594,394	-£73,192	£5,587,760	-£6,634	-0.12%	£5,587,760	-£6,634	-0.12%
Seaford Head School	1167	£5,848,309	£5,774,036	-£74,274	£5,777,378	£3,342	0.06%	£5,777,378	£3,342	0.06%
Ratton School	1183	£6,025,991	£5,950,699	-£75,292	£5,976,877	£26,178	0.44%	£5,976,877	£26,178	0.44%
Bexhill High Academy	1243	£6,487,504	£6,408,393	-£79,111	£6,435,899	£27,506	0.43%	£6,435,899	£27,506	0.43%
Uckfield College	1334	£6,538,474	£6,490,450	-£48,024	£6,490,450	£0	0.00%	£6,538,474	£48,024	0.74%
The St Leonards Academy	1441	£7,849,520	£7,757,807	-£91,713	£7,789,695	£31,887	0.41%	£7,789,695	£31,887	0.41%

Agenda Item: 7

Report to: Schools Forum
Date: 12 July 2019
Title of Report: Services to Schools Terms and Conditions
By: Roger Snell, Orbis Schools Lead
Purpose of Report: To inform Schools Forum about updated terms and conditions for traded services to schools

Recommendation: Schools Forum are asked to note the updated terms and conditions outlined in the report and share with the wider schools network.

1. Purpose of Report

1.1 To inform Schools Forum about the updated terms and conditions for the traded services and provision provided by ESCC to schools, academies and educational providers and to provide clarity for the contractual agreements in place.

2. Background

2.1 The Authority provide a diverse range of traded services and provision to schools, academies and educational settings delivered in a variety of delivery models including multi-year contracts, annual contracts and Pay-As-You-Use (PAYU).

2.2. These services are delivered directly by the Authority, through the Orbis shared services partnership and Childrens' Services and in managed contracts with third parties.

2.3 The delivery of the traded provision to schools is coordinated by a central dedicated Services 2 Schools team with a one-stop- shop purchase of services delivered through the Webshop purchasing system.

2.4 Details of the current traded services terms and conditions (T&Cs) are viewable via the Webshop system with the explicit acceptance of these T&Cs required for the purchase of any traded service.

2.5 The current T&Cs need to be reviewed and updated to comply with new GDPR legislation and to provide clarity for the novation of services and contracts of traded provision following academisation.

2.6 During the 2019/20 buyback of services, there was feedback from schools that the current terms and conditions were not always easy to navigate and lacked accessibility for individual services areas.

3. Proposed Changes

3.1 The purpose of this report is to outline details of the updated terms and conditions and to provide transparency and clarity of these contractual agreements to ensure schools and academies can make informed decisions, in a timely manner, about their current and future traded services provision.

3.2 The new terms and conditions can be seen, as set out in Appendix 1 and 2. These have been updated for GDPR compliance with the terms remaining the same as the current agreed contracts.

3.3 The standard notice period for services will remain at 6 months, unless there is a third party reliance on software/ licenses or contracts that have been procured by the services on the schools behalf. These contracts already hold longer notices, so there is no change from the current operating model. There are different sets of terms for the following contracts:

- Directly provided services
- Directly provided services with dependencies on third party services, third party software or applications
- Services provided or managed through 3rd party agreements, contracts and frameworks

3.4 The new annual contract terms will be implemented in line with the 2019-20 academy buy-in process in September 2019. All maintained schools will be communicated and provided access to the new Terms and Conditions available via the Webshop system.

3.5 In providing more transparency, schools will be able to view details of each service and their contractual agreements via dedicated service level agreements. These will be pre-loaded on the Webshop to ensure schools can view, download and save a copy when they make a purchase.

4. Communication and Future Developments

4.1 The proposed updates to the Terms and Conditions were outlined at the Business Lead Area Forums which took place throughout June across the county. Business Managers welcomed the approach and echoed earlier feedback for clarity and transparency of the contractual agreements to ensure they can make informed decisions with their Senior Leadership Team.

4.2 Going forward, the possibility of rolling contracts will be consulted on, to further simplify the buy-in process and allow schools to add or remove to existing provision and services rather than administering the re-purchase of the whole catalogue. This would be helpful for Federations or Multi Academy Trusts, whereby one individual currently purchases on behalf of a number of schools individually a number of times

4.3 To further support the purchasing process, the Services 2 Schools Team and respective traded services teams are exploring options to provide details about future traded pricing and provision earlier to help facilitate strategic and budgetary taking place within schools and MATs.

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SCHEDULE 1

EAST SUSSEX COUNTY COUNCIL – TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS AND INTERPRETATION

1.1 In the Contract, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

“Breaching Party”	as defined in Condition 8.3;
“CEDR”	means the Centre for Effective Dispute Resolution (or any successor body);
“Charges”	means the charges payable by the Customer for the supply of the Services by the Council, as set out in the Contract Particulars;
“Commencement Date”	means the date stated at the start of the Contract Particulars;
“Conditions”	means the terms and conditions set out in Conditions 1 (Interpretation) to 23 (Law of Contract and Jurisdiction) (inclusive) of this Schedule 1;
“Confidential Information”	means secret or confidential commercial, financial, marketing, technical or other information, know-how, trade secrets and/or other information in any form or medium, whether disclosed orally or in writing before or after the date of the Contract, together with any reproductions of such information in any form or medium and any part(s) of such information (and ‘confidential’ means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);
“Confirmation Email”	means an email from the Council (via the stos.enquiries@eastsussex.gov.uk email address) to the Customer issued in response to the purchase of the Services by the Customer via the Webshop;
“Contract”	means the contract between the Customer and the Council for the supply of the Services in accordance with the Contract Particulars, these Conditions and any Schedules;
“Contract Period”	means the period from the Service Start Date until the Termination Date;
“Contract Year”	means a period of twelve (12) months, commencing on 1 April (or in the case of an academy, 1 September);
“Council IPRs”	means all Intellectual Property Rights subsisting in any documents, products or materials developed by the Council or its Representatives as part of or in relation to the Services in any form, including without limitation computer programs but excluding any Customer Materials incorporated in them;

“Customer Data”	means Personal Data or Special Category Data which the Council processes in connection with the performance of the Contract;
“Customer Employees”	means any employees of the Customer;
“Customer Materials”	means all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Council;
“Data Controller”	has the meaning given to that term in the Data Protection Legislation in force from time to time;
“Data Processor”	has the meaning given to that term in the Data Protection Legislation in force from time to time;
"Data Protection Impact Assessment"	means an assessment carried out pursuant to Article 35 of the General Data Protection Regulation;
“Data Protection Legislation”	means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2016, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and the General Data Protection Regulation and any legislation implemented in connection with the General Data Protection Regulation and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Security Breach"	means any breach of security or confidentiality leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data;
“Data Subject”	has the meaning given to that term in the Data Protection Legislation in force from time to time;
“Discloser”	as defined in Condition 9.1;
“Dispute”	as defined in Condition 16.1;
“East Sussex Maintained School”	means a school maintained by East Sussex County Council in its capacity as local authority in accordance with section 20 of the School Standards and Framework Act 1998;
“Force Majeure”	means any event outside the reasonable control of any party affecting its ability to perform any of its obligations (other than payment) under the Contract including (but not limited to) an Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion;
"General Data Protection Regulation"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

"Information Commissioner's Office"	means the office of the Information Commissioner, being the regulator appointed in the UK as the data protection supervisory authority;
"Information Laws"	means the FOIA, the Environmental Information Regulations 2004, the Data Protection Legislation and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time;
"Initiating Party"	as defined in Condition 8.3;
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Material Breach"	means a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to the Initiating Party or which adversely affects the performance of the Services. In deciding whether any breach is material no regard shall be had as to whether it occurs by some accident, mishap, mistake or misunderstanding;
"Mediator"	as defined in Condition 17.2.1;
"Minimum Notice"	as set out in the Contract Particulars;
"Personal Data"	has the meaning given to that term in the Data Protection Legislation in force from time to time;
"Purchasing Window"	means the period from 1 February to 31 March each year;
"Prohibited Act"	the following shall constitute Prohibited Acts: <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the other Party a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract and / or the Contract;

- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation or common law concerning fraudulent acts;
 - (iii) defrauding, attempting to defraud or conspiring to defraud the other Party; and / or
 - (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.
- “Recipient” as defined in Condition 9.1;
- “Relevant Transfer” means a relevant transfer of the Services for the purposes of TUPE, including upon or as a result of expiry or termination of the Contract;
- “Representatives” means any employee, officer, worker, agent or service provider engaged by a Party in connection with the Services including any Sub-Contractor;
- “Replacement Body” as defined in Condition 18.2;
- “Schedules” means the Schedules listed in the Contract Particulars;
- “School Day(s)” means, in respect of a school or academy, a day on which that school or academy is open and on which lessons are provided;
- “Service Description” means the detailed description of the Services that are to be provided by the Council under the Contract as set out on the Webshop;
- “Service Level” means the standards of performance to be met by the Council in providing the Services as, where applicable, set out in the Service Description (or associated SLA);
- “Services” means the services to be provided by the Customer pursuant to the Contract, as set out in the Contract Particulars and the Service Description;
- “Services Start Date” means the day on which the Council is to start provision of the Services, as set out in the Contract Particulars;
- “Special Category Data” has the meaning given to that term in the Data Protection Legislation in force from time to time;
- “Sub-Contract” means any sub-contract entered into by the Council or by any Sub-Contractor for the purpose of the performance of any of the Council’s obligations under the Contract;
- “Sub-Contractor” means the contractors or service providers engaged by the Council (or a sub-contractor of the Council) to provide goods, services or works to, for or on behalf of the Council for the purposes of providing the Services to the Customer under the Contract;

“Termination Costs”	as defined in Condition 8.2;
“Termination Date”	means the date of termination or expiry of the Contract in accordance with Condition 2.1;
“Third Party Employee”	means employees of Third Party Employers;
“Third Party Employer”	means a service provider engaged by the Customer to provide some or all of the Services to the Customer before the Service Start Date;
“Third Party Services”	means any of the following services: <ul style="list-style-type: none"> • SC01 - School Catering; • GM02 - Grounds Maintenance; • BC04 - Cleaning Contract Management; • WR01 - Waste and Recycling; • S106, S106-2 and S106-3 - Schools Learning and Effectiveness Service; • EM01 Energy and Water Management; • EM02 – Water Management.
“Third Party Software and Applications”	means any of the following: <ul style="list-style-type: none"> • CLEAPPS Advisory Service; • RPA - Radiation Protection Advisor; • IT10, IT11, IT12 - SIMS; • IT50, IT60 East Sussex Education Network • DS01 – Comprehensive Data Package • OAVE1 – Offsite activities and educational visits
“Total Charges”	means all sums paid by the Customer and all sums payable under the Contract in respect of goods and Services actually supplied by the Council, whether or not invoiced to the Customer;
“Transferring Employees”	means: <ol style="list-style-type: none"> (a) Customer Employees; (b) Third Party Employees; and / or (c) employees of the Council (or any Sub-Contractor), whose contracts of employment transfer with effect from the relevant Effective Date;
“Webshop”	Means the Services 2 Schools website, available at the following link: https://www.services2schools.co.uk/
“Working Days”	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.2 In the Contract:

- 1.2.1 reference to any statutory provision, enactment, order, regulation of other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to

time and shall (unless the reference expressly states otherwise) include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;

- 1.2.2 words importing one gender shall include the other; words in the singular shall include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa;
- 1.2.3 Condition, schedule and paragraph headings and notes are for ease of reference only and do not affect the interpretation of this Contract;
- 1.2.4 a reference to writing or written includes emails but not faxes.

2. COMMENCEMENT AND TERM

- 2.1 The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until the date set out in the Contract Particulars.

3. SUPPLY OF SERVICES

- 3.1 The Customer hereby appoints the Council to provide the Services.
- 3.2 The Council shall supply the Services to the Customer from the Services Start Date in accordance with the Contract and the Services Description.
- 3.3 The Council shall provide the Services with reasonable care and skill and in accordance with all appropriate legislation.
- 3.4 Where the Services (or any part thereof) are stated to be subject to a specific Service Level, the Council shall use reasonable endeavours to provide the Services in such a manner as to ensure that the level of service provided to the Customer is equal to the specified Service Level.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - 4.1.1 provide, in a timely manner, any information, support and instructions reasonably required by the Council to enable the Council to perform the Services;
 - 4.1.2 co-operate with the Council in all matters relating to the Services; and
 - 4.1.3 comply with all requirements as to the provision of notices set out in the Contract.
- 4.2 Where required for the provision of the Services, the Customer shall provide for the Council (including any Sub-Contractor) access to the Customer's premises and other facilities as required by the Council.
- 4.3 If the Council's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Council shall:
 - 4.3.1 not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
 - 4.3.2 be entitled to payment of the Charges despite any such prevention or delay; and
 - 4.3.3 be entitled to recover any additional costs, charges or losses the Council sustains or incurs that arise directly or indirectly from such prevention or delay.

5. CHARGES AND PAYMENT

- 5.1 In consideration for the provision of the Services, the Customer shall pay the Council the Charges in accordance with this Condition 5.
- 5.2 All amounts payable by the Customer exclude amounts in respect of value added tax (“VAT”), which the Customer shall additionally be liable to pay to the Council at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice. The Council shall be entitled to issue a VAT invoice to the Customer in respect of the Services incurred during the relevant Quarter. Any such invoice shall include clear details of the Services being invoiced. Any VAT charged shall be clearly and separately identified on such invoice.
- 5.3 Save as provided in Conditions 5.4 and 5.5:
- 5.3.1 the Council shall invoice the Customer in arrears at such frequencies as are set out in the Contract Particulars. Each invoice shall include all reasonable supporting information required by the Customer; and
- 5.3.2 the Customer shall pay each invoice due and submitted to it by the Council, within thirty (30) days of receipt, to a bank account nominated in writing by the Council.
- 5.4 Where the Customer is an East Sussex Maintained School, the Council shall debit the Charges by way of a journal transfer at the time of purchase of the Services.
- 5.5 Where the Customer purchases the Services outside of the Purchasing Window, the full amount of the Charges will be payable by the Customer upfront and the Council shall invoice the Customer accordingly.
- 5.6 Without limiting the Council’s remedies under Condition 8 (Termination), late payment by the Customer of any sum due under the Contract will incur interest at an annual rate of four percent (4%) over the Bank of England’s base rate from time to time (provided that, for any period when that base rate is below zero (0%), the rate payable shall be four percent (4%) per year).
- 5.7 All amounts due under the Contract from the Customer to the Council shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.8 Where any party disputes any sum to be paid to it then the parties shall use all reasonable endeavours to resolve such dispute, failing which the provisions of Condition 16 (Dispute Resolution) shall apply.
- 5.9 In the event that the Contract is terminated before the end of the Term, the Customer agrees to pay to the Council, upon receipt of an invoice for the same, all sums due and payable to the Council for Services provided prior to and up to the Termination Date and the provision of this Condition 5 shall apply to the same. The Customer shall also pay the Council any Termination Costs which arise pursuant to Conditions 8.1, 8.2 and / or 8.5.
- 5.10 The Council may make appropriate adjustments to the Charges in respect of any increase in the costs incurred by the Council in providing the Services where such increased costs are occasioned by a change in required national standards and/or general regulations outside the Council’s reasonable control.

6. INSURANCES

- 6.1 Each party shall at its own expense effect and maintain during the term of the Contract, under a policy or policies such insurance as may be required with respect to each party’s respective obligations under the Contract, including but not limited to potential liabilities to any third parties.

7. LIMITATION OF LIABILITY

- 7.1 In this Condition 7, all references to the Council or the Customer or the parties shall include their representatives.
- 7.2 The restrictions on liability in this Condition 7 apply to every liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.3 Neither party may benefit from the limitations and exclusions set out in this Condition in respect of any liability arising from its deliberate default.
- 7.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 7.4.1 death or personal injury caused by negligence;
 - 7.4.2 fraud or fraudulent misrepresentation; and
 - 7.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.5 Subject to Condition 7.4, the Council's total liability to the Customer in respect of all breaches of duty occurring within any Contract Year shall not exceed one hundred per cent (100%) of the Total Charges payable in that Contract Year.
- 7.6 Neither party shall be liable to the other party for any loss of profits, loss of use, loss of revenue, wasted expenditure, or loss of goodwill or any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise incurred or suffered by the other party.
- 7.7 Nothing in this Condition 7 shall affect any party's right to terminate the Contract.
- 7.8 The express terms and conditions of the Contract are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom or otherwise all of which are hereby excluded to the fullest extent permitted by law.
- 7.9 The Council shall indemnify and keep the Customer indemnified against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence), contract, common law or otherwise to the extent that any such loss or claim is due to a breach of the Contract by the Council or the negligence, wilful default or fraud of the Council or any of its Representatives save to the extent that the same is directly caused by or directly arises from the negligence, breach of contract or law, or any act or omission of the Customer or its Representatives.
- 7.10 The Customer shall indemnify and keep the Council indemnified against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence), contract, common law or otherwise, to the extent that any such loss or claim is due to a breach of the Contract by the Customer or the negligence, wilful default or fraud of the Customer or any of its Representatives save to the extent that the same is directly caused by or directly arises from the negligence, breach of contract or law, or any act or omission of the Council or its Representatives.

8. TERMINATION

- 8.1 Either party may terminate the Contract at any time, on giving the other party not less than the Minimum Notice in writing, unless a shorter period of notice is agreed by both parties mutually.

8.2 For:

8.2.1 Third Party Services; or

8.2.2 Third Party Software and Applications,

if the Customer terminates the Contract in accordance with Condition 8.1, the Council shall also be entitled to charge the Customer for any costs incurred by the Council associated with the early termination of the Contract. These costs may include, but are not limited to, the costs associated with the collection and removal of any equipment or resources of the Council on loan to the Customer and any monies which the Council has committed to a third party contractor and / or has incurred by way of upfront investment in connection with the provision of the Services and which the Council is bound to pay or has already incurred ("**Termination Costs**").

8.3 Without affecting any other right or remedy available to it, either party (the "**Initiating Party**") may terminate the Contract with immediate effect by giving written notice to the other party (the "**Breaching Party**") if:

8.3.1 the Breaching Party commits a Material Breach of any of its obligations under the Contract which incapable of remedy;

8.3.2 the Breaching Party fails to remedy, where such breaches is remediable, or persists in a Material Breach within a period of thirty (30) School Days after being notified in writing to do remedy or desist (as applicable);

8.3.3 the Breaching Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

8.3.4 the Breaching Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on its business.

8.4 The Council may terminate the Contract immediately by written notice if the Customer commits a breach that results in material damage to the reputation of the Council or commits a Prohibited Act and any provision in the Contract limiting the Customer's liability does not apply to the recovery of losses pursuant to this Condition 8.5.

8.5 If the Contract terminates as a result of a breach by the Customer, the Customer will be required to pay the Council the Termination Costs as per Condition 8.2.

8.6 On termination of the Contract for whatever reason:

8.6.1 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and

8.6.2 termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9. **CONFIDENTIALITY**

9.1 Each party (the "**Recipient**") shall keep confidential all Confidential Information belonging to the other

(the "Discloser") and disclosed or obtained as a result of the relationship of the parties under the Contract shall not use nor disclose any such Confidential Information save for the purposes of the proper performance of the Contract or with the Discloser's prior written consent. Where the Recipient discloses any Confidential Information to any employee, consultant, sub-contractor or agent, it shall do so subject to obligations equivalent to those set out in the Contract. The Recipient shall use all reasonable endeavours to procure that any such employee, consultant, sub-contractor or agent complies with such obligations. The Recipient shall be responsible to the Discloser in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

- 9.2 The obligations of confidentiality of the parties shall not extend to any matter, which the Recipient can show was in its possession prior to the Commencement Date, or was independently disclosed to it by a third party entitled to disclose the same, or is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 9.3 Nothing in the Contract shall confer any right, title, interest or license on the Recipient in relation to any data or information of the Discloser acquired by the Recipient under or in relation to the Contract. The Recipient shall take all necessary steps to ensure that any data or information which comes into its possession or control is adequately protected and in particular the Recipient shall not use the data or information nor reproduce the data or information in whole or in part in any form except as may be required by law, including the relevant information laws, or to perform its obligations under the Contract.

10. FREEDOM OF INFORMATION

- 10.1 The parties acknowledge that each of them is subject to obligations under the Information Laws.
- 10.2 Should either party receive a request for information relating to the Contract, or for information which that party holds for or on behalf of the party to whom the request is made, the parties acknowledge and agree that they shall each assist and co-operate with one another promptly to enable the party who has received the request to comply with its disclosure obligations under the Information Laws. The final decision on the disclosure shall be made by the Data Controller in respect of the information.
- 10.3 Where either party receives a request which should have been directed to the other party, the receiving party shall promptly (and in any event within two (2) days) refer the request to the other party.

11. DATA PROTECTION

- 11.1 Both parties shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with the performance of the Contract.
- 11.2 The Council shall perform its obligations under the Contract in such a way as to ensure that it does not cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.
- 11.3 The provisions of the Contract shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

12. DATA PROCESSOR OBLIGATIONS

- 12.1 With respect to the parties' rights and obligations under the Contract the parties agree that the Customer is the Data Controller and that the Council is the Data Processor. A description of the Personal Data processed by the Council and the processing activities undertaken by the Council is set out in the Data Processing Activities Schedule.

12.2 In respect of the Customer Data, the Council shall:

- 12.2.1 solely process the Customer Data for the purposes of fulfilling its obligations under the Contract, and in compliance with the Customer’s written instructions as set out in the Contract and as may be specified from time to time in writing by the Customer;
- 12.2.2 notify the Customer immediately if any instructions of the Customer relating to the processing of Customer Data are unlawful;
- 12.2.3 not transfer to or access any Council Data from a country outside of the United Kingdom without the prior written consent of the Customer;
- 12.2.4 comply with the Customer’s instructions in relation to transfers of Customer Data to a country outside of the United Kingdom unless the Council is required pursuant to applicable laws to transfer Customer Data outside the United Kingdom, in which case the Council shall inform the Customer in writing of the relevant legal requirement before any such transfer occurs unless the relevant law prohibits such notification on important grounds of public interest;
- 12.2.5 take reasonable steps to ensure the reliability of any Council staff who have access to the Customer Data and ensure that all such staff used by the Council to process Customer Data are subject to legally binding obligations of confidentiality in relation to the Customer Data;
- 12.2.6 ensure that none of the Council’s staff publish, disclose or divulge any of the Customer Data to any third party unless directed in writing to do so by the Customer;
- 12.2.7 not engage any Sub-Contractor to carry out any processing of Customer Data without the prior written consent of the Customer provided that notwithstanding any such consent the Council shall remain liable for compliance with all the requirements of the Contract including in relation to the processing of Customer Data. In respect of Third Party Services and Third Party Software Applications the Customer acknowledges and agrees that the Council’s Sub-Contractor is approved for these purposes;
- 12.2.8 ensure that obligations equivalent to the obligations set out in this Condition 12 are included in all contracts between the Council and permitted Sub-Contractors who will be processing Customer Data and who have been approved in accordance with Condition 12.2.7;
- 12.2.9 take appropriate technical and organisational measures against unauthorised or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Customer Data to be protected including without limitation, all such measures that may be required to ensure compliance with the Data Protection Legislation;
- 12.2.10 upon request provide a written description of the technical and organisational measures employed by the Council pursuant to Condition 12.2.9 (within the reasonable timescales required by the Customer) and if the Customer does not consider that such measures are adequate to enable compliance with the Data Protection Legislation, implement such additional measures as may be specified by the Customer (acting reasonably) to ensure compliance;
- 12.2.11 taking into account the nature of the data processing activities undertaken by the Council, provide, at no cost to the Customer, all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisational measures) to enable the Customer to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation, including (without limitation):

- 12.2.11.1 notifying the Customer within four (4) Working Days, of receiving any request from a Data Subject exercising their rights under the Data Protection Legislation;
- 12.2.11.2 complying with the Customer's instructions in relation to complying with the Data Subject's rights under the Data Protection Legislation, which may include (without limitation) providing notices to Data Subjects in a format specified by the Customer, rectifying inaccurate Customer Data, ceasing or restricting processing of Customer Data, providing access to Customer Data, permanently deleting or securely destroying Customer Data and providing copies of Customer Data in a format specified by the Customer;
- 12.2.11.3 maintain a record of the Council's processing activities in accordance with the requirements of the Data Protection Legislation;
- 12.2.11.4 assist the Customer, at no cost to the Customer, in ensuring compliance with the obligations set out in Articles 32 to 36 (inclusive) of the General Data Protection Regulation (or any equivalent legislation in the UK or any subsequent legislation) taking into account the nature of the data processing undertaken by the Council and the information available to the Council, including (without limitation):
 - 12.2.11.4.1 providing information and assistance upon request to enable the Customer to notify Data Security Breaches to the Information Commissioner's Officer and/or to affected individuals and/or to any other regulators to whom the Customer is required to notify any Data Security Breaches; and
 - 12.2.11.4.2 providing input into and carrying out Data Protection Impact Assessments in relation to the Council's data processing activities;
- 12.2.11.5 ensure that it has in place appropriate technical and organisational measures to ensure that processing of Customer Data meets the requirements of the Data Protection Legislation and ensures protection of the rights of individuals under the Data Protection Legislation;
- 12.2.11.6 notify the Customer immediately and in any event within forty eight (48) hours in writing if:
 - 12.2.11.6.1 the Council or any Sub-Contractor engaged by or on behalf of the Council suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data; or
 - 12.2.11.6.2 the Council or any Sub-Contractor engaged by or on behalf of the Council receives any Data Security Breach notification, complaint, notice or communication which relates directly or indirectly to the processing of the Customer Data or to either party's compliance with the Data Protection Legislation,

and in each case the Council shall provide full co-operation, information and assistance to the Customer in relation to any such Data Security Breach, complaint, notice or communication at no cost to the Customer;
- 12.2.12 upon termination of the Contract, at the discretion of and at no cost to the Customer, delete securely or return all Customer Data to the Customer and delete all existing copies of the

Customer Data unless and to the extent that the Council is required to retain copies of the Customer Data in accordance with applicable laws in which case the Council shall notify the Customer in writing of the applicable laws which require the Customer Data to be retained. In the event the Customer Data is deleted or destroyed by the Council, the Council shall provide the Customer with a certificate of destruction evidencing that the Customer Data has been destroyed or deleted; and

12.2.13 make available to the Customer at no cost to the Customer all information necessary to demonstrate compliance with the obligations set out in this Condition 12 and, upon request, allow the Customer, the Information Commissioner's Office and its representatives access to the Council's premises, records and personnel for the purposes of assessing the Council's compliance with its obligations under Condition 12.

12.3 The provisions of this Condition 12 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

13. CUSTOMER DATA ON COUNCIL'S IT SYSTEM(S)

13.1 To ensure that the Council processes Customer Data in a manner that ensures appropriate security of the Customer Data, the Council shall:

13.1.1 take reasonable precautions and use reasonable endeavours to preserve the integrity of any Customer Data and to prevent any corruption or loss of such data and to have in place an appropriate archiving and back-up policy;

13.1.2 follow a process (recorded in writing) for backing-up Customer Data including making a back-up copy of Customer Data at regular intervals and recording the copy on media from which the Customer Data can be reloaded if there is any corruption or loss of the Customer Data;

13.1.3 in the event of any corruption of or loss or damage to the Customer Data, use all reasonable endeavours to restore the lost or damaged Customer Data, at its own expense, from the latest back-up of such Customer Data maintained by the Council within a period of ten (10) days, or if unable to do this, reimburse the Customer for any reasonable expenses it incurs in having the Customer Data restored by a third party;

13.1.4 in providing the Services, have in place and comply with a privacy and security policy relating to the privacy and security of the Customer Data which shall be provided to the Customer upon request.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 The Council and its licensors shall retain ownership of all Council IPRs;

14.2 The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

14.3 Where applicable, the Council grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid up, worldwide, non-exclusive, royalty-free licence to copy the Council's IPRs for the purposes of receiving and using the Services in the Customer's business during the Contract Period.

14.4 Where applicable, the Customer grants the Council a fully paid up, worldwide, non-exclusive, royalty-free licence to copy and modify the Customer Materials for the Contract Period for the purpose of providing the Services to the Customer in accordance with the Contract.

15. EQUAL OPPORTUNITIES AND HUMAN RIGHTS

- 15.1 The parties shall comply, and shall ensure that their Representatives comply, with their respective obligations under the Human Rights Act 1998 and the Equality Act 2010.

16. DISPUTE RESOLUTION

- 16.1 Both parties shall negotiate in good faith and shall use all reasonable endeavours to resolve any question or difference which may arise concerning the construction, meaning or performance (including the level or quality of the Services provided) of the Contract and any dispute arising out of, or in connection with, the Contract (“**Dispute**”).
- 16.2 If any such matter cannot be resolved amicably through negotiations between a designated representative of the Council and a designated representative of the Customer within thirty (30) School Days of a written notice from either party to the other, then, where appropriate, the matter will be referred by either party to a meeting to be convened between the relevant Council Service Manager (as set out in the Contract Particulars), the Council’s Services to Schools Manager and one (1) or more senior representative of the Customer, to attempt to resolve the matter as soon as possible.

17. MEDIATION

- 17.1 In the event that the Dispute cannot be resolved by negotiation or conciliation under Condition 16 within two (2) months or such other period as may be determined by the Council at its absolute discretion both parties shall attempt to settle it by mediation.
- 17.2 The procedure for mediation and consequential provisions relating to mediation are as follows:-
- 17.2.1 a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one (1) party to the other or the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to CEDR to appoint a Mediator;
- 17.2.2 the parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure;
- 17.2.3 unless otherwise agreed, all negotiations connected with the Dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
- 17.2.4 if the parties reach agreement on the resolution of the Dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives; and
- 17.2.5 failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Contract without the prior written consent of both parties.

17.3 If the parties fail to resolve the Dispute by mediation within two (2) months of the Mediator being appointed, or such longer period as may be agreed between the parties, then any dispute or difference between them may be referred to the courts pursuant to Condition **Error! Reference source not found.** (Law of Contract and Jurisdiction).

18. ASSIGNMENT , NOVATION AND SUB-CONTRACTING

18.1 The Council shall be entitled to sub-contract any of the Services to suitably qualified contractors who are properly trained, competent and adequately supervised and possess suitable skills and experience provided that the Council notifies the Customer in writing in advance of entering into such sub-contracting arrangements.

18.2 Where the Customer is an East Sussex Maintained School, in the event that the Customer converts to an academy, whether as a convertor or sponsored academy (or otherwise), the parties agree that the Contract is to be novated to whatever body shall replace it (including an academy trust) ("**Replacement Body**") and each party shall take all actions necessary to procure the novation all the obligations and liabilities under the Contract to the Replacement Body, to take effect on the date of conversion to an academy.

18.3 Subject to Conditions 18.1 and 18.2, neither party shall assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and/or responsibilities under the Contract without the prior written consent of the other party, which shall not be unreasonably delayed or withheld.

19. FORCE MAJEURE

19.1 If any party is affected by Force Majeure it shall immediately notify the other parties in writing of the matters constituting the Force Majeure and shall keep those parties fully informed of their continuance and effect and of any relevant change of circumstances whilst such Force Majeure continues.

19.2 The party affected by Force Majeure shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under this Agreement.

19.3 Save as provided in Condition 19.5 below, Force Majeure shall not entitle a party to terminate this Agreement and no party shall be in breach of this Agreement, or otherwise liable to any other, by reason of any delay in performance, or non-performance, of any of its obligations due to Force Majeure.

19.4 If the party affected by Force Majeure fails to comply with its obligations under Conditions 19.1 and 19.2 above, then no relief for Force Majeure, including the provisions of Condition 19.3 above, shall be available to it and the obligations of all parties shall continue in force.

19.5 If the Force Majeure continues for longer than thirty (30) Business Days, either party may at any time whilst such Force Majeure continues on giving thirty (30) Business Days' written notice to the other party terminate this Agreement by notice in writing to the other.

20. TUPE

20.1 The parties agree that where the identity of the provider of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment (other than in relation to any benefits in respect of old age, invalidity or survivors under any occupational pension scheme (except in the case of staff with entitlement to the Local Government Pension Scheme)) of any Transferring Employees shall:

20.1.1 where the Relevant Transfer occurs on commencement of the Contract, transfer to the Council (or it's Sub-Contractor(s); and

20.1.2 where the Relevant Transfer occurs on termination or expiry of the Contract, transfer to the Customer or any replacement service provider.

20.2 The parties shall comply and shall procure that any Sub-Contractor or replacement service provider (as applicable) shall comply with their obligations under TUPE and, where applicable, Best Value Authorities Staff Transfers (Pensions) Direction 2007.

21. NOTICES

21.1 Any notices sent under or in connection with the Contract shall be in writing and may be sent:

21.1.1 by personal delivery or by sending the notice by first class post at the address given above, or at such other address as the relevant party may give for the purpose of service of notices under this Agreement; or

21.1.2 by e-mail to the e-mail address set out in the Contract Particulars or otherwise notified in writing to the other party for this purpose.

21.2 Every such notice shall be deemed to have been served:-

21.2.1 upon delivery if served by hand;

21.2.2 at the expiration of forty eight (48) hours after dispatch of the same if delivered by first class post within the UK and five (5) Working Days if sent by international mail; and

21.2.3 on the same Working Day if it is sent to the other party by e-mail prior to 16.30, but on the following Working Day if sent by email after that time.

21.3 To prove service of any notice it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand. In the case of a notice served by post, it shall be sufficient to show that the same was duly addressed, prepaid and posted in the manner set out above, save in the event of a current industrial dispute affecting relevant postal services, when the relevant party shall serve notice by any other means permitted under the Contract.

22. GENERAL

22.1 The parties shall endeavour at all times during the Contract Period to act in good faith and co-operate with one another so far as appropriate in discharging their respective responsibilities.

22.2 The Contract and its Schedules contain the entire agreement for the provision of the Services between the parties.

22.3 Nothing in the Contract shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

22.4 The Agreement may only be varied in writing by the parties and such variation executed by an authorised signatory of the same.

22.5 No term or provision of the Contract shall be considered as waived in relation to any party unless a waiver is given in writing by the other party, but no waiver given under this Condition shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of the Contract unless (and then only to the extent) expressly stated in that waiver.

22.6 If any term, condition or provision contained in the Contract shall be held to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of the Contract.

- 22.7 Unless the right of enforcement is expressly granted, it is not intended that any provision of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 22.8 The parties agree that execution of the Contract shall be electronic (evidenced by the Customer ordering the Services through the Council's Services2Schools web-shop (<https://www.services2schools.co.uk/>)) and that this method of execution is as conclusive of the parties intention to be bound by the Contract as if signed by each party's manuscript signature.

23. LAW OF CONTRACT AND JURISDICTION

- 23.1 The Contract shall be governed by, and construed in accordance with the laws of England.
- 23.2 Any disputes arising out of or relating to the Contract, which cannot be amicably settled between the parties in accordance with Condition 16, shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

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SCHEDULE 2

EAST SUSSEX COUNTY COUNCIL – SPECIAL TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, the rules of interpretation (including defined terms) set out in the Conditions shall apply.

1.2 In this Schedule, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

- “Administering Authority” means East Sussex County Council in its role as administrator of the Pension Fund;
- “Admission Agreement” means an agreement to be entered into in accordance with regulation 3 of the LGPS Regulations, by (1) the Administering Authority, (2) the Customer and (3) the Service Provider or Sub-Contractor, as appropriate, in the Administering Authority’s standard form;
- “Appropriate Pension Provision” means in respect of Eligible Employees, either:
- (a) membership, continued membership or continued eligibility for membership of their Legacy Scheme; or
 - (b) membership or eligibility for membership of a pension scheme, which is certified by the Government Actuary’s Department (GAD) as being broadly comparable to the terms of their Legacy Scheme,
- save as may be modified or varied by any replacement or amendment of the Best Value Authorities Staff Transfers (Pensions) Direction 2007;
- “Contract Rates” means the rates and prices payable by the Council to the Service Provider under the Services Contract;
- “Contractor” as defined in Special Condition 14.1;
- “Eligible Employees” means:
- (a) any Customer Employees who are active members of (or are eligible to join) the LGPS on the date of a Relevant Transfer; and / or
 - (b) any Third Party Employees who are former employees of the Customer who were active members of (or who were eligible to join) the LGPS on the date of a previous Relevant Transfer of the Services;
- “Employed In Connection With” means employed by the Council or the Service Provider (or its Sub-Contractor(s) if relevant) solely or mainly (i.e. more than fifty percent (50%) of their working time) in the management or delivery of the provision of the Services;
- “Employee Liability Information” means the information that a transferor is obliged to notify to a

transferee under Regulation 11(2) of TUPE:

- (a) the identity and age of the employee;
- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);
- (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applies, within the previous two (2) years;
- (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two (2) years or where the transferor has reasonable grounds to believe that such action may be brought against the transferor or transferee arising out of the employee's employment with the transferor; and
- (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.

“Laws”	means any applicable statute or any delegated or subordinate legislation, any enforceable community rights within the meaning of section 2 of the European Communities Act 1972, duly applicable guidance code of practice, direction, judgment or determination with which the Service Provider, the Council and/or the Customer is bound to comply including the Council’s rules, procedures, guidelines, policies, codes of practice, financial regulations and standards from time to time;
“Legacy Scheme”	means the pension scheme of which the Eligible Employees are members, or are eligible for membership of, or are in a waiting period to become a member of, prior to the Relevant Transfer;
“LGPS”	means the Local Government Pension Scheme;
“Management Fee”	means the charges payable by the Customer for the supply of the Support Services by the Council, as set out in the Contract Particulars;
“Management Reports”	means the reports (or such part of the reports as relate to the provision of the Services) prepared by the Service Provider in accordance with the requirements of the Services Contract;
“Pension Fund”	means the East Sussex Pension Fund;
“Pensions Bond”	means a bond to be executed in the Administering Authority’s standard form to the value determined by the Administering

	Authority’s actuary;
“Relevant Employees”	means those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Customer or a replacement service provider by virtue of the application of TUPE;
“Service Provider”	means the Council’s appointed Sub-Contractor, as identified in the Contract Particulars;
“Service Transfer Date”	means the date on which the Services (or any part of the Services), transfer from the Council or the Service Provider (or any Sub-Contractor) to the Customer or any replacement service provider;
“Services Contract”	means the Sub-Contract between the Council and the Service Provider for the provision of the Sub-Contracted Services;
“Software Agreement”	means any agreement entered into between the Council and any Third Party Supplier for the supply of the Software / Application(s) and, where applicable, associated support and maintenance;
“Software / Application(s)”	means the software / application(s) identified in the Contract Particulars;
“Third Party Supplier”	means a third party supplier of the Software / Application(s);
“Special Conditions”	means the terms and conditions set out in Special Conditions 1 (Definitions and Interpretation) to 11 (Alternative Invoice Process) (inclusive) of this Schedule 2;
“Sub-Contracted Services”	means those elements of the Services that have been sub-contracted by the Council to the Service Provider;
“Sub-Licence”	as defined in Special Condition 12.2;
“Support Services”	means contract management of the Service Provider’s provision of the Services to the Customer;
“Works”	means any construction or civil engineering works listed in Annex II to Directive 2014/24/EU on public procurement (or any equivalent of such list published by the UK Government after 29 March 2019 or such other date as the United Kingdom leaves the European Union);
“Works Contract”	means the Sub-Contract between the Council and the Contractor for the provision of the Works;

PART 1 – THIRD PARTY SERVICES (GENERAL)

2. SUPPLY OF SERVICES

- 2.1 The Council has engaged the Service Provider to provide the Services.
- 2.2 The provisions of Condition 3 shall be replaced with the following:
 - 2.2.1 The Council shall use reasonable endeavours to procure the provision of the Services from the Service Provider to the Customer throughout the Contract Period.
 - 2.2.2 The Council shall use reasonable endeavours to procure that the Service Provider deals with any

Customer complaints in a prompt, courteous and efficient manner. The Council shall use reasonable endeavours to procure that the Service Provider keeps a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Authorised Officer at all reasonable times.

2.2.3 Upon request from the Customer, the Council shall provide a copy of:

2.2.3.1 the Services Contract (with such redactions as the Council considers necessary in compliance with applicable Laws) to the Customer;

2.2.3.2 any Management Reports submitted by the Service Provider.

2.2.4 Where Service Credits are provided for under the Services Contract and the Service Provider fails to provide any of the Services to the Contract Standard, if the Service Credit levied relates exclusively to the provision of Services to the Customer, the Customer shall be entitled to the whole of any Service Credits recovered from the Service Provider (less the Council's reasonable costs incurred in recovering such damages). This will not apply if the Customer has failed to observe and perform its obligations under the Contract which has contributed to the Service Provider's failure.

2.3 References in the Conditions to the Council shall, where appropriate, include reference to the Service Provider.

3. CUSTOMER OBLIGATIONS

3.1 For the avoidance of doubt, the Customer's obligation in Condition 4 to provide access for the Council or its Sub-Contractors to the Customer's premises and facilities where such access is required for the provision of the Services, shall include making such access available to the Service Provider.

3.2 Without prejudice to Condition 8.2, if the Customer terminates the Contract in accordance with Condition **Error! Reference source not found.**, the Customer shall be liable for the full Charges up to the end of the Contract Year in which the notice of termination takes effect.

4. TUPE AND PENSIONS AT THE COMMENCEMENT OF THE CONTRACT

4.1 In the event of a Relevant Transfer upon Commencement of the Contract, the Customer shall:

4.1.1 be responsible for all remuneration, benefits, entitlements and outgoings in respect of any Customer Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Service Start Date. The Customer shall provide and, where necessary, update the Employee Liability Information for the Customer Employees to the Council (which will be shared with the Service Provider), as required by TUPE;

4.1.2 warrant that any information provided pursuant to clause 4.1.1 is complete and accurate insofar as it is aware or should reasonably be aware as at the date it is disclosed;

4.1.3 procure that the Third Party Employers provide the Employee Liability Information for the Third Party Employees to the Council (which shall be shared with the Service Provider), and, where necessary, update such information, as required by TUPE;

4.1.4 indemnify the Council (and the Service Provider) against any losses, except indirect losses incurred by the Council and / or the Service Provider or any relevant Sub-Contractor in connection with any claim or demand by any Customer Employee arising out of the employment of any Customer

Employee. This indemnity shall apply provided that:

- 4.1.4.1 it arises from any act, fault or omission of the Customer in relation to any Customer Employee prior to the Effective Date (except where such act, fault or omission arises as a result of the Council or the Service Provider's failure to comply with regulation 13 of TUPE); and
- 4.1.4.2 any such claim is not in connection with the transfer of the Services by virtue of TUPE on the Effective Date.

5. PENSIONS

- 5.1 The Council shall use reasonable endeavours to procure that the Service Provider offers all Eligible Employees Appropriate Pension Provision (for so long as the Eligible Employee is Employed in Connection With the Service Contract) with effect from the relevant Effective Date up to and including the Termination Date.

6. ADMITTED BODY STATUS TO THE LOCAL GOVERNMENT PENSION SCHEME

- 6.1 Where Service Provider wishes to offer the Eligible Employees membership of the LGPS, save where the Council is the employer of the Eligible Employees, the Customer shall enter into an Admission Agreement if required by the Council to have effect from and including the relevant Effective Date.
- 6.2 The Council shall procure that the Service Provider or any relevant Sub-Contractor obtains an indemnity or Pensions Bond in respect of liabilities to the Pension Fund in accordance with the Admission Agreement prior to the Effective Date. Save where the Council is the employer of the Eligible Employees, the costs of obtaining the Pensions Bond shall be recoverable from the Customer as a direct pass-through cost, without the addition of overhead or margin.
- 6.3 If, during the Contract Period, the Council and the Service Provider agree a reduction in the Contract Rates pursuant to Schedule H of the Service Contract, the Council shall make a corresponding reduction in the Charges equal to the total resulting savings.
- 6.4 If for any reason after the Effective Date, the Service Provider ceases to provide Appropriate Pension Provision in accordance with paragraph 5 (Pensions) (other than on the Termination Date or the date of termination or expiry of the Services Contract, or because it ceases to employ any Eligible Employees), then the Customer shall be entitled to terminate the Contract by notice in writing to the Council (such notice to take effect upon the date that the Council is able to terminate the relevant part of the Service Contract in accordance with the terms set out in the Service Contract).

7. SERVICE PROVIDER PENSION SCHEME

- 7.1 Where the Service Provider does not wish to or is otherwise prevented from offering all or some of the Eligible Employees membership or continued membership of the LGPS, the Council shall procure that the Service Provider or any relevant Sub-Contractor offers the Eligible Employees membership of an occupational pension scheme that meets the requirements of Schedule H of the Service Contract with effect from the Effective Date.

8. TUPE AND PENSIONS AT THE EXPIRY OR TERMINATION OF THE CONTRACT

- 8.1 At least six (6) months prior to the Termination Date, the Council shall use reasonable endeavours to

procure from the Service Provider for the Customer the Service Provider's Provisional Staff List.

- 8.2 At least twenty eight (28) days prior to the Service Transfer Date, the Council shall use reasonable endeavours to procure that the Service Provider prepares and provides to the Customer, the Service Provider's Final Staff List, which shall be complete and accurate in all material respects and shall identify which of the Service Provider's personnel named are Relevant Employees.
- 8.3 The parties agree that where, upon termination or expiry of the Contract, the identity of the provider of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment (other than in relation to any benefits in respect of old age, invalidity or survivors under any occupational pension scheme (except in the case of staff with entitlement to the Local Government Pension Scheme)) of any Relevant Employees shall transfer to the Customer or any replacement service provider.

PART 2 –THIRD PARTY SERVICES (WITH SUPPORT SERVICES)

9. SUPPLY OF THE SUPPORT SERVICES

- 9.1 The Council shall provide the Support Services in accordance with the requirements of the Contract throughout the Contract Period.
- 9.2 The Council shall employ in and about the provision of the Support Services only such persons as are careful, skilled and experienced in their trades and callings.

10. CHARGES AND PAYMENT FOR SUPPORT SERVICES

- 10.1 In consideration of the provision of the Support Services, the Customer shall pay the Management Fee in accordance with this Special Condition 9.
- 10.2 The Council shall invoice the Customer in respect of the Support Services annually in advance. Each invoice shall include all reasonable supporting information required by the Customer.
- 10.3 Where the Customer is an East Sussex Maintained School, the Council shall debit the Charges by way of a journal transfer three (3) times per year.
- 10.4 Without prejudice to Condition 8.2, if the Customer terminates the Contract in accordance with Condition **Error! Reference source not found.**, the Customer shall be liable for the full Management Fee to the end of the Contract Year in which the notice of termination takes effect.

PART 3 - CATERING SERVICES

11. ALTERNATIVE INVOICE PROCESSES

- 11.1 Where the Customer is an East Sussex Maintained School:
 - 11.1.1 the Customer shall be invoiced by the Service Provider directly; and
 - 11.1.2 the Customer shall pay each invoice due and submitted to it by the Service Provider, within thirty (30) days of receipt, to a bank account nominated by the Service Provider for this purpose.

PART 4 – THIRD PARTY SOFTWARE AND APPLICATIONS

12. SUPPLY OF THIRD PARTY SOFTWARE AND APPLICATIONS

- 12.1 In order to deliver the Services, the Council has purchased the Software / Application(s) from the Third Party Supplier(s).
- 12.2 The Council hereby grants a sub-licence to the Customer in respect of the Software / Application(s) on the same terms as the Software Agreement (“**Sub-Licence**”). The terms of the Sub-Licence shall form part of and are expressly incorporated into the Contract.

13. CUSTOMER OBLIGATIONS

- 13.1 The Customer shall comply with the terms of the Sub-Licence and shall not do, cause or permit any act or omission that shall cause the Council to be in breach of its obligations under the Software Agreement.
- 13.2 Without prejudice to Condition 8.2, if the Customer terminates the Contract in accordance with Condition **Error! Reference source not found.**, the Customer shall be liable for the full Charges up to the end of the Contract Year in which the notice of termination takes effect.

PART 5 – BUILDING MAINTENANCE SERVICES

14. SUPPLY OF SERVICES AND WORKS

- 14.1 Where, as part of the Services, the Council considers that Works are required, the Council shall identify and appoint a contractor to deliver the Works (the “**Contractor**”).
- 14.2 In identifying the Contractor, the Council shall comply with its procurement standing orders and good procurement practice.
- 14.3 The Council shall use reasonable endeavours to procure that the Contractor deals with any Customer complaints in a prompt, courteous and efficient manner.
- 14.4 Upon request from the Customer, the Council shall provide a copy of:
- 14.4.1 the Works Contract (with such redactions as the Council considers necessary in compliance with applicable Laws) to the Customer;
- 14.4.2 any Management Reports submitted by the Contractor.

15. CUSTOMER OBLIGATIONS

- 15.1 For the avoidance of doubt, the Customer’s obligation in Condition 4 to provide access for the Council or it’s Sub-Contractors to the Customer’s premises and facilities where such access is required for the provision of the Services, shall include making such access available to the Contractor where such access is required for the performance of the Works.
- 15.2 Without prejudice to Condition 8.2, if the Customer terminates the Contract in accordance with Condition **Error! Reference source not found.**, the Customer shall be liable for the full Charges up to the end of the Contract Year in which the notice of termination takes effect.

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Agenda Item 8

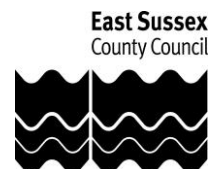
Report to: Schools Forum

Date: 12 July 2019

Title of Report: School Balances 2018/19

By: Ed Beale, School Funding Manager

Purpose of Report: To provide information on closing balances for maintained schools



Recommendation: Schools Forum are asked to note the information in relation to the 2018/19 closing balances for ESCC maintained schools.

1 Background

- 1.1 As part of the financial year-end closedown process, school balances are reported on as part of the Council's accounts. It was felt useful to share this information at Schools Forum. Please note this information relates to maintained schools only as academy budgets do not form part of the Local Authority's accounts. Academy trusts publish accounts at trust level and these are filed at companies house and published on the trusts' websites.
- 1.2 At the May '18 Schools Forum, we were asked whether more information could be provided in order to give more clarity around school balances, to get a better understanding of the reserves held and the reasons they were held. A new return was therefore designed and sent to all maintained schools for completion at the 2018/19 year end to give a full breakdown of balances.
- 1.3 For 2018/19, the total budget shares for ESCC maintained schools equated to £154.6 million. As reported in the Council's accounts, maintained schools carried forward a net total of £14.2million (9.2% of budget share) at 31 March 2019. This was an increase of £3.4 million compared to 31 March 2018.
- 1.4 There are a number of reasons for the balance increase. A significant one being the DfE providing more funding than planned in respect of the Teachers Pay Grant. Schools had budgeted to pay a 2% unfunded pay award. This meant that funds previously set aside to support the pay increase were then "freed up".
- 1.5 A significant amount of uncertainty around future funding has led schools to build some caution and flexibility into 3 year planning to enable time to respond to fluctuating intakes and unfunded cost increases.
- 1.6 There has also been considerable focus on deficit reduction and prevention to ensure all schools have some flexibility to respond to unexpected events, this is reflected in the significant reduction in the level of deficit balances at 31 March 2019.
- 1.7 The below table is a summary of surplus and deficit balances:

	Primary	Secondary	Special	31/3/19 Total	31/3/18 Total
Number of Surplus balances	111	10	1	122	129
Total value of surplus (£000)	10,256	3,842	166	14,264	11,220
Number of deficit balances	3	1	0	4	5
Total value of deficits (£000)	(36)	(48)	0	(84)	(476)
Net Carry Forward	10,220	3,794	166	14,180	10,744

1.8 The below table is a summary of the reasons provided on why funds are being carried forward:

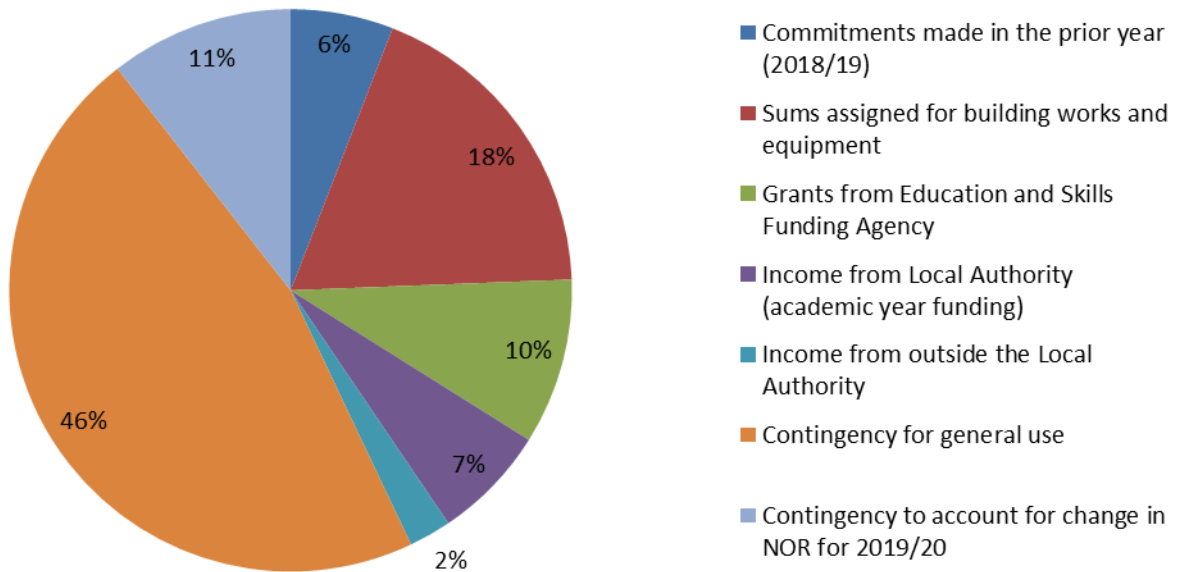
Balance Analysis	Amount
For general contingency use	£6,592,983
Sums assigned for building works and equipment	£2,619,808
Contingency - to account for change in NOR for 2019/20	£1,495,487
Grants from ESFA	£1,352,496
Income from LA	£937,498
Commitments made in the prior year (2018/19)	£837,943
Income from outside the LA	£343,819
	£14,180,033

1.9 The table shows that out of the £14m being carried forward, £8m is for contingency purposes. This relates to both general use, with approximately £1.5m of this contingency identified as being specifically related to responding to changing NOR in the forthcoming year. The overall contingency amount equates to 5% of the total school budget shares, something that is widely considered as a prudent reserve level, particularly with the level of uncertainty in future funding.

1.10 £2.6m of the balance carried forward is being used to fund building projects in 2019/20. These are funds that are being used to either supplement existing capital funding for specific projects or additional building works not being funded by any capital fund provision.

1.11 The chart below illustrates the funds being carried forward as percentages which help give some more context to the detail.

Schools Year End 2018/19 Balance Analysis



1.12 The chart shows that the majority of funds are being carried forward for contingency purposes, be it for general use or in recognition that NOR are fluctuating in future years.

1.13 The chart also shows that nearly a fifth of the funds being carried forward to fund building works.

1.14 The other significant amounts relate to specific grant amounts that remain unspent at the financial year end but are ring fenced for specific spending. (this includes Pupil Premium Grant, Sports Grant, other specific amounts awarded for specific projects).

2 Recommendation

2.1 Schools forum are asked to note the year end position for Maintained school balances and that the process of receiving analysis of School balances will continue for financial year end 2019/20. This will allow for year on year review of the reasons for balances.

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