

## Post 19 education for high needs learners

Date: 28<sup>th</sup> April 2023

Report of: Commissioning & Market Management Team

Report to: Director of Children & Families

Will the decision be open for call in?  Yes  No

Does the report contain confidential or exempt information?  Yes  No

### Brief summary

This report seeks the approval of the Director of Children & Families to enter into a cooperation agreement with Luminate Education Group for the provision of post-19 education for high needs learners.

The cooperation agreement will run either from the date of occupation or the start date of service delivery (whichever is first) until 31<sup>st</sup> August 2027, plus an option to extend for up to 3 further years. The total value of the cooperation agreement will be approximately £5,209,400 - this is based on a service being delivered to 60 learners at any given time over the duration of the estimated 7-year and 4-month contract period.

Delivery of the service will be from the newly built 'Vine' building adjacent to the Trinity Academy, Torre Road, Leeds. The Vine provision is a Leeds City Council commissioned service providing adult education for young people aged 19-25 with complex special educational needs who have an Education Health and Care Plan.

### Recommendations

- 1 The Director of Children & Families to approve the decision to enter into a cooperation agreement with Luminate Education Group for delivery of a post-19 education service for high needs learners from the new Leeds City Council built building on Torre Road. The agreement will run either from the date of occupation or the start date of service delivery (whichever is first) until 31<sup>st</sup> August 2027 plus an option to extend for up to three further twelve-month periods. The estimated value is £3,077,300 funding (overall estimated value £5,209,400 with extension).

### What is this report about?

- 2 In December 2020, a Key Decision was taken to approve the construction of a new building to re-house the 'Vine' - a commissioned service providing education for young people aged up to 25 with an Education Health and Care Plan.

- 3 Luminate Education Group currently delivers the 'Vine' service from the Queenswood Education Centre which is not well suited to the needs of learners with complex special educational needs, nor does it allow for any growth of the service.
- 4 The new building has been ready for occupation from 12<sup>th</sup> December 2022, and it is anticipated that learners will start to use the new building over a transition phase with full occupation being completed by the end of the academic year.
- 5 Leeds City Council will enter into a cooperation agreement with Luminate Education Group for delivery of a post-19 education service for high needs learners (the 'Vine' service) from the date of occupation or the start date of service delivery (whichever is first) until 31<sup>st</sup> August 2027 plus an option to extend for up to three further twelve-month periods.
- 6 Local Authorities have a legal duty to provide educational services for young people up to the age of 25 years with an education health and care plan under the Children and Families Act 2014. LCC does not currently have sufficient resources to deliver this service in-house.

### What impact will this proposal have?

- 7 Leeds City Council, as a Local Authority has a statutory duty to meet the special educational needs of young people with an Education Health and Care Plan until the age of 25. Desirable local learning places is an efficient use of resources and reduces the risk of costly out of area placement with private providers.
- 8 This proposal would establish high quality specialist places within the city for some of our most vulnerable learners, actively contributing towards achievement of the Best Council Plan outcomes of; "Be safe and feel safe"; "Enjoy happy healthy active lives"; "Do well at all levels of learning and have the skills they need for life".

### How does this proposal impact the three pillars of the Best City Ambition?

Health and Wellbeing

Inclusive Growth

Zero Carbon

- 9 The proposal would address the lack of sufficiency of educational places for learners aged 19-25 with complex special educational needs and meet the child friendly city aspirations of "Helping young people into adulthood to develop life skills and be ready for work" and "Improving social emotional and mental health and wellbeing".

### What consultation and engagement has taken place?

Wards affected:

Have ward members been consulted?

Yes

No

- 10 Extensive consultation regarding the building has taken place locally. During that consultation it was agreed that the building would be used for post 19 high needs learners.

### What are the resource implications?

- 11 The value of the cooperation agreement will be approximately £5,209,400 - this is based on a service being delivered to 60 learners at any given time over the duration of the estimated 7-year and 4-month contract period.
- 12 These figures are based on costs of £6,000 for element 2 funding per learner per year and an average of £5,845 for element 3 learning per learner per year. Element 2 is fixed as per the operational guide for high needs funding. Element 3 is calculated on individual need. This is a statutory service, and funding for elements 2 and 3 is paid from the council's high needs block allocation in the Dedicated Schools Grant.
- 13 The new accommodation will allow expansion of provision to a capacity of 60, creating 10 additional local learning places, offers value for money and potential savings through a reduction in future out of area placements.

### **What are the key risks and how are they being managed?**

- 14 The building is ready for occupation and is currently vacant with arrangements in place to safeguard the building. The students will require a planned, long-transition into the building over a three-month period, with students only spending a limited amount of time in the new building at the start of term. The lease for the building features as a Schedule within the Cooperation Agreement, and there are mutual break clauses within both documents. The date of occupation or start date of service delivery will not take place before the decision documentation has been agreed, and all supporting documentation e.g. lease will need to be in place in advance of the start date.

### **What are the legal implications?**

- 15 This is a Significant Operational Decision because it follows from and is a consequence of a previous Key Decision dated 16<sup>th</sup> December 2020 and entitled "Business Case for rebuilding of the Vine". There are no grounds for keeping the contents of this report confidential under the Access to Information Rules. The cooperation agreement will fall within Clause 1.5.2 of the Council's Contracts Procedure Rules as it is an exclusive agreement with another public body co-operating to perform a public function and falls outside of the Public Contracts Regulations 2015 pursuant to Regulation 12(7). The purpose of the cooperation agreement is to ensure that the parties co-operate in the broadest sense and establish a framework under which they agree responsibilities to achieve the provision of the project whilst at the same time securing best value, and by virtue of Regulation 12(7) of the Public Contracts Regulation 2015 the arrangement falls outside the scope of Part 2 of those Regulations because the following conditions are fulfilled:
  - (i) the agreement implements a co-operation between the parties with the aim of ensuring that public services they have to perform are provided with a view to achieving objectives they have in common;
  - (ii) the implementation of that co-operation is governed solely by considerations relating to the public interest; and
  - (iii) the parties perform on the open market less than 20% of the activities concerned by the co-operation.

Therefore, it is not a procurement for the purpose of the Contracts Procedure Rules or Public Contracts Regulations 2015. The risk of challenge is minimal given that this relates to a Regulation 12(7) co-operation arrangement between public bodies and is exempt from the full procurement rules under the Public Contracts Regulations 2015 and Contracts Procedure Rules.

- 16 In making their final decision, the Director of Children and Families should be satisfied that the course of action chosen represents best value and ensures the local authority meets its statutory obligations.

## **Options, timescales and measuring success**

### **What other options were considered?**

- 17 Remaining in the current accommodation at Queenswood Education Centre is no longer an option. The building is not well suited to the needs of learners with such complex special educational needs and has been planned to be re-sited since 2016. Further remediation work to the current building could only be superficial and would not meet the needs of all the learners or allow for the increase in places that are now needed.
- 18 The alternative to new premises for local provision is increasing private out of area provision. This not only limits the choice and control of young people with complex special educational needs and their families but can also lead to separation of young people from their family and community. This option is also financially costly and has not been shown to improve outcomes.

### **How will success be measured?**

- 19 As happens currently, colleagues in SENSAP will be responsible for monitoring the individual Learners outcomes against their EHCP. This will be through the annual review cycle of the EHCP. It is expected that The Provider will organise and hold the annual review in line with the guidance set out in the SEN Code of Practice.

### **What is the timetable and who will be responsible for implementation?**

- 20 The cooperation agreement will start either from the date of occupation or the start date of service delivery (whichever is first) with learners transferring into the new building over the remaining months of the academic year.

### **Appendices**

- None

### **Background papers**

- EDCI screening form