Haringey Council

## Haringey Schools Forum

THURSDAY, 13TH SEPTEMBER, 2012 at 15:45 HRS for 16:00 HRS - HARINGEY PROFESSIONAL DEVELOPMENT CENTRE, DOWNHILLS PARK ROAD, TOTTENHAM, LONDON N17 6AR

## AGENDA

## 1. ELECTION OF CHAIR AND VICE CHAIR

## 2. CHAIR'S WELCOME

3. APOLOGIES AND SUBSTITUTE MEMBERS

Clerk to report.

## 4. DECLARATION OF INTEREST

Declarations are only required where an individual member of the Forum has a pecuniary interest in an item on the agenda.
5. MINUTES OF MEETING OF 12 JULY 2012
6. MATTERS ARISING
7. MEMBERSHIP AND CONSTITUTION OF THE FORUM (PAGES 1-18)

To provide an update on the new membership of the Forum and changes made to the Constitution in the light of the Schools Forum Regulations 2012.
8. INSURANCE ARRANGEMENTS FOR SCHOOLS (PAGES 19-42)

The current Forum's terms of reference require an annual consideration of the insurance arrangements for schools.

## 9. MODELLING THE SCHOOLS FUNDING FORMULA 2013/14 (PAGES 43-58)

To inform members of the 'Best Fit' of new and old funding factors and to inform members of progress in relaxing the Minimum Funding Guarantee constraints on the additional funding for the Area Cost Adjustment.
10. ANY OTHER URGENT BUSINESS
11. DATE OF NEXT MEETING

- 11 October 2012



## Agenda Item

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## Report Status

For information/note
For consultation \& views
For decision
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The Children and Young People's Service
Report to Haringey Schools Forum - 13 September 2012

Report Title: Membership and Constitution of the Schools Forum

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Purpose: To provide an update on new membership and changes to the Constitution.

## Recommendations:

1. That the new members as identified be appointed to the Forum for the period 2012-15 in accordance with the Constitution.
2. That the amended Constitution set out in Appendix $A$ be agreed, subject to final confirmation of the regulations.
3. That it be noted that a ballot has been organised in respect of the place on the Forum for the PVI sector.
4. To agree to the appointment of the Head of Alternative Provision as the Pupil Support Centre representative from October 2012, subject to feedback from the DfE.
5. That the position regarding Academy representation be noted and reviewed if an imbalance in representation occurs.

Report

1. Schools Forum Regulations 2012
1.1.1 The draft Schools Forum Regulations 2012 are expected to come into force in early October 2012 and every Authority is expected to have

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their Schools Forums constituted in accordance with the regulations by 1 October.
1.2 The main changes from 2013/14 are :-

1. The removal of the requirement to have a minimum of 15 people on a Forum.
2. A restriction of other local authority attendees from participating in meetings unless they are a relevant Lead Member, Director of Children's Services (or their representative), Chief Finance Officer (or their representative), or are providing specific financial or technical advice (including presenting a paper to the Forum) (regulation 8(3).
3. A restriction on the voting arrangements by allowing only schools and Academy members (and the private, voluntary and independent sector - PVI members) to vote on the funding formulae (regulation 8(11). Additionally, draft regulation 8(12) covers items that have been announced which will be subject to de-delegation. These will be specified in the finance regulations and only the relevant maintained school members of the forum will be able to vote.
4. A requirement for local authorities to publish Forum papers, minutes and decisions promptly on their websites (regulation 8(13).
5. A requirement for Forums to hold public meetings, as is the case with other Council Committees (regulation 8(1).

## 2. Review of the Constitution

2.1.1 The Forum at its last meeting agreed that the constitution be amended where necessary to ensure that it is compliant with the draft School's Forums (England) Regulation 2012. The proposed revised constitution is set out in the Appendix.
2.1.2 In summary the draft regulations cover:-

- Regulations 3 to 8 provide for the constitution of a schools forum, including the election of schools members, the election or selection of Academies members and the appointment of non-schools members to the schools forum, their meetings and proceedings.
- Regulations 9 to 11 require the authority to consult their schools forum before entering into certain types of contract and annually in relation to a range of financial issues and the governing bodies of schools maintained by them to be informed of any such consultation.


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- Regulations 12 and 13 require the authority to pay the expenses of their schools forum out of the schools budget and the reasonable expenses of its members
2.1.3 As part of other proposed funding changes there is a removal of the requirement for local authorities to consult schools forums annually about arrangements for free school meals and insurance as these are to be allocated through the formula in future.


## 3. Membership of Forum

3.1.1 Subject to the requirements of the regulations an Authority may determine the size and composition of the Forum and the Forum members' term of office.
3.1.2 Following the previous meeting the Clerk wrote to the agreed nominating organisations seeking representatives to serve on the Forum for the ensuing three years. The process for election to the places according to the Constitution is that each nominating organisation will be responsible for determining the method by which they elect and/or nominate their representatives, substitutes and for the filling of any vacancies that may arise.
3.1.3 Accordingly the following nominations have been received to serve on the Forum for a three year period:-

| Schools' Block |  |  |  |
| :---: | :---: | :--- | :--- |
| Group | No | Headteachers | Governors |
| Primary - <br> Community | 7 | Evelyn Pittman, Tetherdown <br> Cal Shaw, Chestnuts <br> Fran Hargrove, St Mary's <br> Maxine Pattison, Ferry Lane <br> Will Wawn, Bounds Green <br> Julie D'Abreu, Devonshire Hill <br> Linda Sarr, St Ann's | Laura Butterfield, <br> Coldfall <br> Louis Fisher, Earlsmead <br> Asher Jacobsberg, <br> Welbourne <br> Miriam Ridge Our Lady <br> of Muswell <br> Jan Smosarski, Bruce <br> Grove <br> Sandra Carr, St John <br> Vianney <br> Vacancy |

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| Children's <br> Centre | 1 | Val Buckett, Pembury House <br> Nursery and Children's Centre | Melian Mansfield, <br> Pembury House <br> Nursery and Children's <br> Centre |
| :--- | :---: | :--- | :--- |
| Secondary - <br> Community | 4 | Tony Hartney, Gladesmore <br> Alex Atherton, Park View <br> Academy <br> Simon Garrill, Heartlands <br> Monica Duncan ,NPCS <br> (substitute Mike Claydon) | Imogen Pennell, <br> Highgate Wood <br> Liz Singleton <br> Northumbelrland PK <br> Marianne McCarthy, <br> Heartlands <br> Vacancy |
| Special | 1 | Martin Doyle, Moselle | Vik Seeborun, The Vale |
| Academies | 2 | Paul Sutton, Greig City <br> Academy <br> Michael McKenzie, Alexandra <br> Park |  |
| Pupil <br> Support <br> Centre (from <br> October <br> 2012) | 1 | Heather Johnson, Head of <br> Alternative Provision |  |


| Non-Schools' Block |  |  |
| :--- | :---: | :--- |
| Appointing Body | No | Forum Members |
| Faiths Representative | 1 | Mark Rowland, St Thomas More |
| Haringey Teachers' Panel | 1 | Julie Davies, Haringey Teachers' Panel |
| Support Staff Trade <br> Unions | 1 | Pat Foward, Unison |
| 14-19 Partnership Board | 1 | June Jarrett, Haringey Sixth Form Centre |
| LBH Councillor | 1 | Zena Brabazon |
| Private, Voluntary and <br> Independent Early Years <br> Settings | 1 | Susan Tutor-Hart/ Rob Danks |


| Observers | Named Person |
| :--- | :--- |
| Cabinet Member for Children <br> and Young People <br> Education Funding Agency | Cllr Ann Waters |

## Academies

3.1.4 Previously the Forum had agreed that, with regard to Academy representation the two secondary school academies would be invited

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to submit nominations to the Forum. This was on the basis that primary schools, secondary schools and Academies must be broadly proportionately represented on the forum, having regard to the total number of pupils registered at them. In addition the number of members representing schools in a particular school category must be broadly proportionate to the total number of schools in that category when compared with the total number of schools maintained by the authority. It had therefore been previously agreed that there should be two members on the Forum representing the Academy sector. Although currently both of the Academy members are from the secondary phase, the Forum at its last meeting agreed that in future, for example, the academies representation could also be from the primary phase and also the faith representative could be from primary. It was also agreed that the matter would be looked at again when it was clear that there was imbalance occurring in the representation.

Pupil Support Centre
3.1.5 In order to reflect the introduction of the receipt of delegated budgets from April 2013, the new regulations include a representative of pupil referral units as a separate group among schools members. At the previous meeting it was noted that the additional PSC representative would come into effect with the new requirements from early October.
3.1.6 Heather Johnson, Head of Alternative Provision has expressed her wish to be appointed as the representative to the Forum. Officers are currently seeking confirmation from the DfE that the appointment of a local authority officer to this place is acceptable.

## Education Funding Agency

3.1.7 The Education Funding Agency (EFA) are to be given an observer status at Forum meetings and will have the right to participate in discussions. According to the EFA this will enable them to support the local process and to provide a national perspective. An EFA representative will not attend every meeting but may want to see how the Forum is working, and could be asked to attend specific meetings if members thought it helpful or if there were any concerns about the running or composition of the forum.
3.1.8 The EFA's role is to be impartial and ensure local authorities are compliant with the requirements of the new system and are behaving reasonably. They will not investigate general representations from individual schools that have lost funding under the new formula arrangements. What they will investigate is complaints from maintained schools or Academies that suggest they will be unreasonably funded as a result of the local authority not applying an allowable formula factor or not requesting an exceptional factor. They will also monitor the impact of the new formulae on different types of schools to inform future funding policy.

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## Early Years - Private Voluntary and independent sector

3.1.9 Two nominations have been received for the current one place on the Forum specifically for this sector. The nominations are from Susan Tutor- Hart from Fortis Green Nursery and Rob Danks from Keiki Nursery. Consequently a ballot is being organised to determine the allocation to this place. Any representatives from the PVI sector are entitled, together with the members from the Schools block, to vote on the funding formula.

# Haringey Schools Forum Part 1 - Constitutional and Procedural Matters 

## 1. Background

1.1 School Forums are bodies originally established under the School Forums (England) Regulations 2002. These and subsequent amending regulations set out in detail the scope and powers of the Forum. New regulations laid in 2012 (The School Forums (England) Regulations 2012) subsumed and revoked all previous regulations and now form (as at October 2012) the relevant governing regulations for Forums.
1.2 The role of the School Forum is a statutory consultative body in respect of matters relating to the Dedicated Schools Budget (DSB) of an authority. The Schools Forum advises Haringey Council on proposed changes to the formulae they use for determination of schools' budget shares. The Local Authority consults the Schools Forum on matters concerning the funding of schools and on financial matters relating to the Schools Budget.
1.3 In Section 1.6 of the School funding reform: Next steps towards a fairer system document, we refer to Improved Schools Forum arrangements and the need for local decision-making to operate in a consistently fair and effective way and in consultation with schools and Academies. We have therefore reviewed the legislation relating to Schools Forums, proposing to revoke and replace the Schools Forums Regulations 2010.
2. Membership and proceedings of the Forum
2.1. The Haringey Schools Forum consists of 34 members made up of 26 school members, two academy members and 7 non schools members. The Table overleaf sets out the membership and composition of the Haringey School Forum (The Forum) together with the nominating body for the purpose of electing individuals to sit on the Forum.
2.2. Schools Members are elected to the Forum by the members of the relevant group or Sub- group. Further clarification is set out in "The Schools Forum (England) Regulations 2012. The groups are:-
a) Representatives of nursery schools;
b) Representatives of secondary schools;
c) Representatives of special schools;

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d) Representatives of Pupil referral units: known in Haringey as Pupil Support Centre
2.3 Academy members must be elected to the schools Forum by the governing bodies of the Academies in the Authority's area. If there is only one Academy the governing body of the Academy must select the person who will represent them on the Forum.
2.4 Non School Members must be appointed to the Forum and comprise:-
a) One or more persons to represent the local authority 14-19 partnership
b) One or more persons to represent early years providers
2.5 In addition the Local Authority may appoint additional non - schools members to represent the interests of other bodies
2.6 The Executive Member or relevant officer of the Council may not be a member of the Forum as a non school member.
2.7 The following persons may speak at meetings of the Forum, even though they are not members of the Forum:-
a) the director of children's services at the authority or their representative;
(b) the chief finance officer at the authority or their representative;
(c) any elected member of the authority who has primary responsibility for children's services or education in the authority;
(d) any elected member of the authority who has primary responsibility for the resources of the authority;
(e) any person who is invited by the forum to attend in order to provide financial or technical advice to the forum;
(f) an observer appointed by the Secretary of State; and
(g) any person presenting a paper or other item to the forum that is on the meeting's agenda, but that person's right to speak shall be limited to matters related to the item that the person is presenting.

| No. | Membership Category | Nominating Organization |
| :--- | :--- | :--- |
| 1 | Schools | Children's Centre Staff |
| 1 | Haringey Primary, Early Years and <br> Special Heads Association. |  |
| 1 | Children's Centre Governor | Haringey Governors Association. |
| 7 | Primary School Staff |  |
| 7 | Primary School Governor | Haringey Primary, Early Years and <br> Special Heads Association. |
| 4 | Secondary School Staff $^{1}$ | Haringey Governors Association. |
| 4 | Secondary School Governor $_{\text {Haringey Secondary Heads }}^{\text {Association. }}$ |  |

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|  |  |  |
| :--- | :--- | :--- |
|  | Non Schools |  |
| 1 | Haringey Councillor ${ }^{2}$ | Haringey Council Cabinet. |
| 1 | Children's Service Consultative <br> Committee (Trades Union) | Children's Service Consultative <br> Committee. |
| 1 | Teachers' Professional Associations | Haringey Teachers' Panel. |
| 1 | Faith Sector | The Local Authority |
| 1 | $14-19$ Partnership | Haringey 14-19 Partnership Board |
| 1 | Early Years Provider ${ }^{3}$. | The Local Authority |
| $\underline{\mathbf{6}}$ | Sub-Total Non School Members (21\%) |  |
| 2 | Academy Member ${ }^{\mathbf{4}} \mathbf{( 3 \% )}$ |  |
|  |  | Academies In Haringey |
| $\underline{\mathbf{3 5}}$ | Total Members |  |
|  |  |  |
|  | Observers | Haringey Council Cabinet Member for <br> Children and Young People |
|  | Education Funding Agency | Haringey Council Cabinet. |
|  |  |  |

Notes:

1. School Staff Members must be drawn from schools' senior management teams.
2. This Councillor may not be an Executive Member of the Council.
3. Early Years Providers are as defined in the School Forum Regulations.
4. School Members and Academy Members together must comprise at least ${ }^{2} /{ }_{3}^{\text {rds }}$ of Forum membership
2.8 Notwithstanding any elections to the Forum due to the filling of vacancies, the Forum will be re-elected on a triennial basis. If however, a member of the Forum has been elected to the Forum within the preceding 6 month period, they will remain as a member of the new Forum without the need for formal re-election, unless they are replaced by a decision of the nominating organization. An existing Forum will only be dissolved once the process for re-election has successfully concluded.
2.9 The Clerk will initiate a re-election process by notifying a Forum meeting, no less than 4 months before the Forum's term of office expires, that the re-election process is to take place, and by writing to the nominating organizations subsequently inviting nominations for appointment to the Forum, including a return deadline no later than 3 months from the date of the Forum meeting when the re-election process was notified.
2.10 A successful process will be deemed to have taken place provided that valid nominations are received by the clerk covering at least $4 / 5{ }^{\text {ths }}$ of the total membership.
2.11 A newly elected Forum will take office at the start of the meeting following the notification by the Clerk to the nominating organizations that a successful appointment process has taken place. In the event that a successful re-election process has not taken place within 6 months of the notification referred to in 2.3

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above, the Clerk will convene an extraordinary meeting of the Forum to consider only the matter of Forum re-election.
2.12 At any meeting convened under paragraph 2.5 above the actions available for decision will be limited to:
(i) Agreeing an extension to the term of office of the existing Forum to allow a successful re-election to conclude but in any event limited to a period of 2 months without a further extraordinary meeting being held; or
(ii) Decisions which vary the membership of the Forum, subject to the relevant regulations, which will permit or facilitate the successful conclusion of the Forum re-election.
2.13 Each nominating organization set out in the Table above will be responsible for determining the method by which they elect and/or nominate their representatives, substitutes and for the filling of any vacancies that may arise. The Local Authority can offer guidance to assist with this process.
2.14 Substitute members are acceptable and have the same speaking and voting rights as the member for whom they are substituting. Substitutes can only be made by the nominating organization, and not by the Forum Member, and must qualify for the membership category of the person they are substituting for. Substitute nominations, including standing substitutes, can be made at any time; however, the Clerk must be notified by the nominating organization of substitutions with at least 3 working days notice before any meeting, in order that attendance and voting rights are given.
2.15 Each nominating organization must notify the Clerk in writing of the method by which they have chosen to elect their representatives and of any subsequent changes to this process. Any differing approaches to fill, for example, a single vacancy, must be separately identified. The authority will consider whether the process notified constitutes a 'fair process' in the spirit of the work of the Forum and will notify any organization if it disagrees with the process proposed setting out those changes that it considers necessary.
2.16 The Clerk will make a report to the Forum where they believe that a nominating organization has failed to follow its election process or submit a process. Only those nominated through fair processes will be considered by the authority for admission as members to the Forum.
2.17 Members of the Forum will cease to become members if they no longer occupy the office which they were nominated to represent. It is the nominating organization's responsibility to ensure that their nominated members remain eligible and to notify the Clerk of any member who ceases to become eligible.
2.18 Within 1 month of the triennial reconstitution of the Forum, the Authority will inform the governing bodies of all schools maintained by them and of any academies in their area of the full membership of the Forum.
2.19 Within 1 month of the appointment of any Non-schools Member the Authority will inform the governing bodies of all schools maintained by them and of any

Academies within their area, of the name of the member and the name of the body that member represents.
2.20 Members of the Forum are responsible for notifying their apologies and reasons for absence to the Clerk, under normal circumstances, no later than 3 working days before any Forum meeting. Members of the Forum who do not attend, or whose apologies have not been accepted by the Forum, on three consecutive occasions will cease to hold office within the Forum. The relevant nominating organization will be asked to hold elections/nominate a member to fill the resulting vacancy/ vacancies in accordance with their method of nomination.

## 3 Election of a Chair/ Vice Chair

3.1.1 The Clerk will invite nominations for the election of a Chair/ Vice Chair of the School Forum. The Chair and Vice Chair must be a voting member, except that an elected member or officer of the authority cannot be elected as the Chair/ Vice Chair. All nominations must be proposed and seconded by a voting member of the Forum.
3.1.2 The Forum will agree the term of office for the Chair/ Vice Chair. The Forum will agree the number of Vice Chairs that it wishes to appoint.
3.1.3 Elections for the Chair/ Vice Chair will be carried out by way of either a show of hands, or in the event of two or more nominations a secret vote. All voting members will have a vote, including those nominated for either position(s). All those nominated will be given the opportunity to speak briefly in support of their nomination.
3.1.4 The Chair/ Vice Chair will be elected at a quorate meeting of the Forum. Where a substantive Chair has not been elected the Forum will elect, from its qualifying membership, a Chair to preside over that meeting of the Forum. A Chair elected for a single meeting will hold the role of Chair until the start of the next meeting. A Chair elected for a single meeting may be appointed through a seconded proposal followed by a majority show of hands in favour of the proposed candidate.
3.1.5 All members of the Forum have a single vote in electing the Chair/ Vice Chair. The Chair/ Vice Chair will be elected on a simple majority. In the event of a tie between two members in the election of the Chair, the Clerk will determine the outcome by the toss of a coin. In the event of more than two nominations for Chair/ Vice Chair achieving equal numbers of votes the Clerk will draw the successful candidates name from a 'hat' containing the names of all tied candidates.

## 4 Rights and Roles of School Forum Attendees

## School Members, Non School Members and Academy Members

4.1.1 All substantive members of the Forum - School Members, Non School Members and Academy Members, have full and voting speaking rights. It is the responsibility of individual members to arrange through their nominating organization, for substitute members to attend in their place if they are unable to attend a meeting of the Schools Forum. Substitute members have the same
rights as substantive members.

## Official Observers

4.1.2 Certain members of the Forum are formally classified as observers and these are defined in the table above. Observers have the right to speak but have no voting rights. The Cabinet Member for Children and Young People has observer status and in this way creates an important linkage between the Forum and the decision making executive of the Council.

## Officers

4.1.3 Officers will generally attend the Forum to present reports and give advice to Forum members. All relevant Officers and elected Members of Haringey Council may attend and speak at meetings of the Forum but have no voting rights. In the context of Forum business, the term 'Officers' applies to the Director of Children's Services, and the Director of Corporate Resources or any officer employed or engaged to work under the management of those Directors other than one who directly provides education to children or who manages such a person or who is a school improvement partner.

## Members of the Public

4.1.4 Meetings of the Forum are open to the public, although provision is made for certain matters to be held in private discussion. Those who attend meetings of the Forum other than in one of the capacities set out above have no rights to either speak to or vote on Forum matters.

## 5 Quorum

5.1.1 Any meeting of the Forum will be deemed quorate provided that two fifths of the total membership (excluding vacancies) of the Forum are present at a properly constituted meeting.

## 6 Administration and Support to the Forum

## The Clerk

6.1.1 The Local Authority will appoint a Clerk to assist with the efficient operation of the Forum. The Clerk will work to an agreed Job Description which will include, amongst other things, reference to their responsibility in respect of the following matters:

- Administration of the process for electing members to the Forum, using their best endeavors to ensure that vacancies are minimized.
- Recording and maintaining records of the election processes of nominating organizations.
- Attendance at each meeting of the Forum.
- Maintaining membership lists and records of attendance.
- Receiving and reporting apologies.
- Manage the process for Electing a Chair/ Vice Chair.
- Advice on relevant procedural matters governing the operation of Forum and its business.
- The production and agreement of agenda, minutes and reports of a procedural nature.
- Making available on publicly accessible website(s) the membership, agenda, and minutes of the Forum.
- Make arrangements for the training and induction of Forum members.


## Local Authority Officers

6.1.2 The Director of Children's Services (The Director) will make available officers to produce and present written reports and provide advice to the Forum on all matters which fall within the scope of the Forum's powers and responsibilities and/ or any other relevant matters that the Forum may request from time to time.
6.1.3 Officers may also provide purely administrative support to assist the Clerk in the discharge of their duties where it is efficient to do so.
6.1.4 If the Director considers that a request for information from the Forum falls outside the remit of the Forum or is unreasonable, they will notify the Clerk and the Chair of the Forum of their decision and the reasons for reaching it.

## 7 Conduct of Forum Business

## General

7.1.1 The Forum will meet in public at least four times a year.

## Forum Papers

7.1.2 The Forum may only consider items that have been properly notified. All members will be sent a Notice of Meeting giving at least seven days notice of a meeting. An agenda and associated reports will also be provided in advance of the meeting.
7.1.3 Such papers will be deemed to have been properly notified provided that they have been sent to either the email address notified by a member of the Forum or a relevant communication address. Good practice suggests that seven days notice of Forum papers will be given although the Forum may be asked to consider any matter where no less than three days notice has been given.

## Declaration of Interests

7.1.4 Members of the Forum are required to declare an interest in and withdraw from the meeting for any relevant matter under consideration in which they have a direct pecuniary interest. Each Agenda will remind members of their obligations to declare interests on items proposed on it.
7.1.5 Matters are only deemed to be relevant where a decision would result in a member of the Forum or a member of their immediate family, benefiting other than indirectly through the role in which they are nominated to the Forum.
7.1.6 Such matters would therefore apply to consideration of contracts where a member or their immediate family had interests in any of the contractors being considered.
7.1.7 There is not deemed to be a declarable interest where the Forum considers the allocation of resources between institutions in which members are employed, even if their institute is the only one to benefit, although any member may voluntarily declare their interest in an item.

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7.1.8 If a member has any doubt about whether an interest needs to be declared they should, as soon as any potential conflict becomes apparent, seek advice from the Clerk.

## Private Matters

7.1.9 The agenda may include provision for items to be held in private. The Director of Children's Services will decide, in consultation with the Chair, which items are to be held in private. Matters considered in private should be restricted to those of a sensitive nature relating to individuals or where commercially sensitive information is being or likely to be heard.
7.1.10 When considering items in private, all individuals who are not Forum members or elected members or relevant officers of the authority will be excluded. The minutes of privately held matters will be restricted to those having rights of attendance regardless of whether they were actually in attendance.

## Protocols for Debate during Meetings

7.1.11 All members of the Forum who wish to speak on any matter will do so through the Chair. The Chair will be responsible for the orderly conduct of meetings and ensuring the correct balance between the airing of views and discussion on items is made against the need to consider and make resolutions in a timely way.

## Urgent Items

7.1.12 Each Agenda will allow for Any Other Urgent Business to be raised and considered although it is at the discretion of the Chair whether the Forum can be asked to make a decision on any such item if less than 3 days notice has been given of the relevant facts to all Forum members.
7.1.13 Only the Chair may determine how to consider any urgent and important matter where no meeting of the Forum is scheduled to take place prior to the deadline for decision. Under such circumstances the Chair is empowered either to convene a special meeting of the Forum to consider the matter or agree that the Forum can be consulted by post or email.
7.1.14 The Chair cannot take a decision on behalf of the Forum, no matter how urgent the matter in question. However, the Chair will be asked to express an opinion on a matter on which Forum members are to be consulted in the absence of a meeting and this view will be included in the relevant paperwork circulated to Forum members and seeking their agreement or views on a course of action. The Chair will determine whether and if so at what level a minimum level of response from members is necessary to have reached a decision or recommendation.

## Voting

7.1.15 All members having voting rights are entitled to a single vote with decisions being carried upon a simple majority. The Forum will be informed of the outcome of any matter upon which their views, or a decision, has been sought.
7.1.16 Non School Members other than those who represent Early Years providers must not vote on matters relating to the funding formulae to be used to determine the amounts to be allocated to schools in accordance with the regulations.

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7.1.17 Voting on items which are the subject to de-regulation, which are specified in the financial regulations is restricted to the relevant maintained school members of the Forum.
7.1.18 In the case of an equal number of votes for and against a proposal the Chair has a second additional or casting vote.

## Decisions

7.1.19 Any decisions taken by the Forum will be made available on publicly available website(s) by the Clerk.
7.1.20 In some cases the Forum will resolve to advise the Council on matters which are for the Council's Executive to decide. In such cases the minutes will record both the advice given to the Authority and the decision taken subsequently by the Council's Executive.

## Working Parties

7.1.21 The Forum may agree to constitute working parties to consider in more detail specific issue(s) relevant to the work of the Forum.
7.1.22 Working parties may consist of Forum members, officers of the Council and other people with relevant experience. Each working party should elect from its members a Chair who must not be an officer of the authority. The working party should, from within its membership, maintain formal records of its deliberations in the form of agenda's, minutes, action points etc. as appropriate.
7.1.23 Any working party constituted by the School Forum must provide a brief report to each meeting of the Forum setting out the number of times that the group has met since the last report together with a summary of the stage the work has reached.

## Budgets and Expenses

7.1.24 The Forum will be consulted annually on the level of the budget that it believes it is necessary to support its activities. The budget forms part of the Dedicated Schools Budget (DSB) and can, for example, be used both to pay the legitimate expenses of Forum members in accordance with the Council's expenses policy and also to engage external advice, support and assistance to assist in the discharge of its duties. The Authority will accordingly notify the Forum of the budget it has made available.
7.1.25 Any purchases made from the School Forum budget will be undertaken on behalf of the Forum by an officer of the Council and must comply with any relevant Standing Orders, Financial Regulations and Procurement Codes of Practice that are in force.

## 8 Review of the Constitution.

8.1.1 The Authority will keep under review the content of the Forum's Constitution, Procedural Matters and Terms of Reference taking into account best practice and the latest advice, guidance and any directed revisions made from time to time by the relevant government department.

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8.1.2 In addition to bringing forward any proposed changes to the above documents the authority will confirm annually to the Forum that a formal review of the Constitution, Procedural Matters and Terms of Reference has taken place.

## Haringey Schools Forum <br> Part 2 - Terms of Reference

## 1. Background

1.1. The Forum will discuss and be consulted upon the following matters:-
2. Consultation on School funding formula
2.1. Haringey Council will have regard to the advice of the Forum on proposed changes to the formulae they use for the determination and re-determination of schools' budget shares.
2.2. As set out in the constitution non School Members other than those who represent early Years providers are not permitted to vote on matters relating to the funding formula.
3. Consultation on Contracts
3.1. The authority shall, at least one month prior to the issue of invitations to tender, consult the forum on the terms of any proposed contract for supplies or services being a contract paid or to be paid out of the authority's schools budget where the estimated value of the proposed contract is not less than the threshold which applies to the Authority for that proposed contact pursuant to regulation 8 of the Public Contracts regulations 2006.

## 4. Consultation on financial issues

4.1. The authority shall consult the forum annually in respect of the relevant authority's functions relating to the schools budget, in connection with the following:
a) the arrangements to be made for the education of pupils with special educational needs;
b) arrangements for the use of pupil referral units and the education of children otherwise than at school;
c) arrangements for early years education;
d) arrangements for insurance
e) administrative arrangements for the allocation of central government grants paid to schools via the authority;
f) arrangements for free-school meals; and
g) The setting of the Schoots Forum budget.
4.2. The authority may consult the forum on such other matters concerning the funding of schools as they see fit. The forum may also ask the Authority to consult them on any financial matters relating to the Schools Budget.
5. Other Items
5.1. The Forum shall have the following powers:

- to agree minor changes to the operation of the minimum funding guarantee, where the outcome would otherwise be anomalous, and where not more than $50 \%$ of the pupils in schools maintained by the authority are affected;
- to agree to the level of school specific contingency at the beginning of each year;


## Page 18

- to agree arrangements for combining elements of the centrally retained Schools Budget with elements of other Local Authority and other agencies' budgets to create a combined children's services budget in circumstances where there is a clear benefit for schools and pupils in doing so;
5.2. Additionally and in exceptional circumstances only:
- to agree an increase in the amount of expenditure the Local Authority can retain from its Schools Budget above that allowed for in the regulations;
- to agree an increase in centrally retained expenditure within the Schools Budget once a multi-year funding period has begun; and,
- to agree changes to an authority's funding formula once it has been announced prior to the start of a multi-year funding period.


# CORPORATE RESOURCES AUDIT AND RISK MANAGEMENT 

## INSURANCE SERVICES FOR SCHOOLS

2012/13

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|  | Certificate of Employers Liability |  |
|  | To whom it may concern letter |  |

## Page 21

The Insurance Section forms part of the Audit and Risk Management business unit, which operates as an independent division, reporting directly to the Chief Financial Officer within Corporate Resources. Internal audit services, strategic and operational risk management and insurance services to Haringey Council are all provided by the business unit.

The insurance section is based on Level 1, Alexandra House, 10 Station Road, Wood Green, N22 7TR, and is staffed as follows :

## 2. Contacts

| Trudie Eagle | Risk and Insurance Manager | 02084893812 |
| :--- | :--- | :--- |
| Sharon Goojha | Insurance Officer | 02084893710 |
| Celia Main | Insurance Officer | 02084893897 |
| Mariam Budaly - <br> Hisaund | Insurance Assistant | 02084893610 |
| Archie Cheung | Insurance Assistant | 02084893985 |

Email address: insurance@haringey.gov.uk

## 3. Service Description

## Insurance Services

The section provides a comprehensive specialist insurance and risk management service to Schools to protect the Council's and school assets and mitigate losses resulting from hazards and claims against the Council and its schools.

Services provided include:

- Provision of a full claims handling service
- Advice on insurance issues
- Procurement and management of all insurance contracts
- Provision of claims related and financial information to schools
- Training and development
- Immediate funding for emergency works and additional expenses following larger claims
- Surveys - post loss and Risk Management Service
- Risk Management


## 4. Insurance Programme - $\mathbf{1}^{\text {st }}$ April 2012 to $\mathbf{3 1}^{\text {st }}$ March 2013

## Page 22

## Insurance cover for following:

| We insure against | We do not insure | Policy Excess |
| :---: | :---: | :---: |
| 1. Fire | Items in open spaces | Nil |
| 2. Explosion, lighting and earthquake | N/A | Nil |
| 3. Malicious Damage | N/A | £250 each and every claim |
| 4. Riot and civil commotion | N/A | £250 each and every claim |
| 5. Impact | N/A | Nil |
| 6. Storm or flood | Loss or damage to fences, gates and hedges | £100 each and every claim |
| 7. Escape of water from fixed appliance | Damage from wet or dry rot | £100 each and every claim |
| 8. Theft | Items left in open Theft of lead | £250 each and every claim if no forced entry |
| 9. Computer | Equipment left unattended in a vehicle | £100 each and every claim |
| 10.Engineering and related inspections | N/A | N/A |
| 11. All Risks | Equipment left unattended in a vehicle | £100 each and every claim |
| 12. Public Liability | N/A | Nil |
| 13.Employers Liability | N/A | Nil |
| 14.Professional Indemnity | N/A | Nil |
| 15.Libel and Slander | N/A | Nil |
| 16. Cash including unofficial funds | See section 5 | See section 5 |
| 17.Fidelity Guarantee | N/A | Nil |
| 18. Additional Expenses/Alternative Accommodation as a result of an insured risk see items 1, 2, 3, 4, 5, 6 and 7. | N/A | Nil |

## Additional Services

- Annual School Journey Insurance Policy


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## 5. Summary of Cover Provided

## Public Liability (Third Party)

Cover is provided to protect the LEA, school, employees, governors and PTA's against any claim made by a Third Party. Payment of compensation under this policy is not automatic, for a claim to be successful negligence must be proved against the LEA, school or governors.

The limit of indemnity under this policy is $£ 50 \mathrm{~m}$ in respect of any one incident.

## Employers Liability

Cover is provided to protect the LEA, school, employees, and governors against any claim for compensation made by a person under a contract of employment with the school arising out of or in the course of their employment. Payment of compensation under this policy is not automatic, for a claim to be successful negligence must be proved against the LEA, school or governors.

The limit of indemnity under this policy is $£ 50 \mathrm{~m}$ in respect of any one incident.

## Officials Indemnity

Protects the school for all sums they are legally liable to pay as compensation following a negligent act or accidental error or omission by an employee.

The limit of indemnity under this policy is $£ 5 \mathrm{~m}$ in respect of any one incident.

## Libel and Slander

Cover is provided to protect the school for:-
Libels appearing in any official Schools' publications by employees.
Slanders uttered by employees in the course of their official duties.
Should you have any doubts about any article you wish to publish, please refer to the Council's Legal Services before publication.

The above policies have been endorsed to provide joint indemnity to the Council and Governors.

Cover has also been extended to include compensation for Governors who attend Court in connection with a claim subject to a maximum daily rate of $£ 100$ per Governor.

The limit of indemnity under this policy is $£ 5 \mathrm{~m}$ in respect of any one incident.

## Page 24

The policy also covers:-

- Removal of debris
- Architects, Surveyors and Engineers fees - Subject to a limit of $10 \%$ of the total reinstatement cost.

Separate cover has been arranged for acts of Terrorism as this was excluded from standard policies in April 1993.

## Additional Expenses

This cover is limited to the increased cost of working following a fire or any of the other perils listed in section 4 . This would include the hire of temporary accommodation to enable the school to continue functioning during the repair period. These expenses would be assessed at the same time as the main claim.

## Theft Policy

The Council continues to insure against loss or damage by theft.
There is an excess of $£ 250$ on each and every claim where there is no forced entry. All items such as computers, fax machines, photocopiers, calculators etc must be security labelled. These labels are available at a small charge on written request from the Insurance Section.
To comply with our insurance arrangements, the label number must be recorded in the schools inventory book. Failure to do this could result in the claim not being paid.

The policy cover excludes the following:

- property in open spaces
- theft from unattended vehicles
- employees/pupils personal effects.


## Engineering Policy

Health and Safety legislation requires that certain items of plant and machinery must have regular inspections
The Council continues to arrange cover and inspection of equipment in schools as required, under this policy.
Inspections are carried out by the Councils Insurers (Zurich Municipal) and access should be made available on request to ensure continued cover.

## Deterioration of Stock

Cover is in place for loss of the contents of refrigerators or freezers due to their breakdown or accidental failure of the electricity supply.

$$
\text { Limit of Liability } \quad £ 250
$$

## Computer Equipment

As well as standard cover the Computer Policy extends to cover accidental damage whilst in any of the insured's educational premises or in transit between. The policy is

## Page 25

subject to an excess of $£ 100$ on each and every claim.
The Council also has temporary cover for computer/video/photographic equipment whilst out of school in the custody or control of an authorised employee within the UK. Please note that Schools should continue to advise the Insurance Section of any equipment taken off premises for which this additional cover is required.

All laptops should be locked away outside school hours.
This policy is subject to an excess of $£ 100.00$ on each and every claim.
All items such as computers, fax machines, photocopiers, calculators etc must be security labelled. These labels are available at a small charge on written request from the Insurance Section.

There is no cover under this policy for equipment left unattended in a vehicle.
The interests of Governors have been noted on the above policies.

## Cash (including cash in transit)

The Councils Cash in Transit Policy for official and unofficial funds has been extended to include Governors.

Limits of Liability are as follows:-

|  | $£$ |
| :--- | ---: |
| Money not in locked receptacle (includes cash box left on display) | 75 |
| Money in locked receptacle other than safe | 250 |
| Money in locked safe or strong room - please refer to insurance <br> section for individual safe limits | Individual limit |
| In transit in the custody of the schools employees | 2000 |

Security precautions are very important and must be adequate for the amounts involved. Special reference should be made to the following:

- Safes should be secured to the floor.
- Cash movements should be adequately escorted and routes to and from the bank varied.
- Keys should not be left unattended and should be carried at all times by a member of staff.

If a safe is opened using a key or combination lock details left on the premises after close of business, no insurance cover applies

## Fidelity Guarantee

Cover is in place to protect the school against a financial loss due to the fraudulent action of a member of staff.

## 6. Additional cover (extra charge) <br> School Journey

## Page 26

The Council arranges a blanket scheme for school journey insurance. The annual premium is calculated on pupil head and covers all school trips. The policy covers staff, pupils and accompanying adults. All schools which have this cover are required to supply details of all their trips on a quarterly basis as at the end of June, September, December and March.

## School owned mini buses - quotations on request

Cover can be arranged for school owned minibuses on a comprehensive basis.
Drivers must be over 25 years of age and have passed the Councils Driving Test and hold a full UK driving licence.

## Loss of Revenue - quotations on request

More and more schools are making greater use of their premises to earn additional income.
In the event that damage occurs to the buildings or contents, the school may loose a valuable source of income.
The school should assess their maximum likely loss over a two year period, or the period required to completely rebuild the school.

The minimum sum insured is $£ 4,000$.

## School Lettings/Hirers Policy

As it is unlikely that small groups and individuals hiring school premises have their own liability cover, the Council has effected a Hirers Policy which provides compensation for accidental bodily injury or illness to a third party and accidental loss or damage to property arising as a result of the negligence of the hirer. Indemnity level $£ 2,000,000$
The policy has also been extended to cover contractual liability of the hirer up to a limit of $£ 500,000$.

The premium for recharge to the hirer is as follows:

|  | $£$ |
| :--- | :--- |
| Small Meetings | 1.00 per session |
| Weddings, Birthday Parties and Disco's | 5.00 per session |

All hirers should complete the application form for the Hire of Education Premises.
Details of all lettings should be sent on a quarterly basis, along with a cheque for the premiums collected, to the Insurance Section.

## 7. Claims handling service:

The Insurance Section provides a comprehensive claims handling service. This involves dealing with all claims including negotiations with Loss Adjusters and Insurers. For liability claims, the Insurance Section acts on behalf of the School, defends the claim where possible and deals with all third party enquiries.
For larger property claims, i.e. over $£ 5000$, a site visit is made by either the Risk and

## Page 27

Insurance Manager or her deputy, a loss adjuster will be appointed where applicable and arrangements made for emergency works to be carried out. If alternative accommodation is required, arrangements are made and emergency funding can be arranged for additional expenses.
The Insurance Section maintains a database of claims which can provide reports and claim details on request.

## Service Standards:

- All claims will be acknowledged within 5 working days of receipt.
- All claims acknowledged to third parties within 3 working days of receipt.
- Following receipt of full claim documentation and agreement of claim, settlement will be made within 20 working days.
- Insurance Section available for enquiries and personal callers, Monday to Friday between the hours of 8.45 am and 5.00 pm .
- Site visits made where applicable within 24 hours of the incident occurring.


## 8. Claims Procedures

## Public Liability

Any injury to a pupil must be reported (please refer to LEA Guidance on accident reporting section C10). For an accident involving a third party other than a staff member or pupil a Third Party General Report Form (appendix A) should be completed. This form should also be used for reporting any other incident which could result in a claim being made.
It is essential that any letter or communication from either a claimant and/or their representatives be forwarded immediately to the Insurance Section. Under no circumstances should you enter into any correspondence with the Third Party other than an acknowledgment of receipt.

It is also important that no admission of liability is made as this could invalidate the Insurance cover.

## Employers Liability

In accordance with Council practice all incidents involving injury to a member of staff should be reported (please refer to LEA Guidance on accident reporting section C10).

For any other liability claim the documents should be sent to the Insurance Officer who will provide advice.

## Woolf Reforms

The pre-action protocols for claims involving personal injury were initially proposed by Lord Woolf as part of his Reforms to the Civil Justice System in England and Wales. These changes were implemented in April 1999.

## The protocols are aimed at:

- Tripping and Slipping Claims (Public Liability Claims)
- Employers Liability Claims (excluding disease)


## Page 28

## - Road Traffic Accidents Claims

The key aims of the protocols are:

- More pre-action contact between the parties.
- Better exchange of information.
- Better pre-action investigation.
- To put both parties in a position to settle claims early and fairly.
- To reduce litigation.

The claims are split into 2 categories:
Fast Track: Claims under $£ 15,000$
Multi Track: Claims over $£ 15,000$
From April 1999, the Council and its Insurers have had only 12 weeks from the letter of claim being received to fully investigate the claim and make a decision on liability. If liability is denied, we must give our reasons in writing and must disclose with the letter of denial all documents in our possession that are relevant to the issues.
If we are admitting liability, we are bound by the admission up to the sum of $£ 15,000$, where liability is admitted. If contributory negligence is argued, we must disclose documentation relating to issues in dispute.

The tight timescales and the information we will need to obtain within the 12 weeks deadlines can increase the risk of a claim having to be paid. As the Insurance Section depends on schools to provide any information required, we need the full support of all staff to ensure we can meet these statutory protocol deadlines. Failure to comply with the Woolf Protocol will involve us having to pay claims where we could have a defense and incur cost penalties if the claim goes to litigation. A claim will automatically go to litigation if we not made a decision at the 12 week deadline.

The 12 calendar week period for the Woolf Protocol does not make any allowances or exceptions for School or Bank Holidays. Deadlines cannot be extended to accommodate these.

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## Service Standards - Woolf Protocol

1. All claims will be acknowledged and advised to insurers within 3 working days of receipt by the Insurance Section.
2. Any letter of claim received directly by a school, or another Council department, should be date stamped and faxed to the Insurance Section on 0208 4893846 or scanned and sent to insurance@haringey.gov.uk on the day of receipt.
3. A report will be requested from the relevant school or department once adequate information is received from the third party or their representative.
4. Report and documentation to be sent to the Insurance Section to arrive no later than 6 calendar weeks after initial request. The Insurance Section will contact the school or department 4 calendar weeks after the initial request, if no information has been received, to remind them of the deadline date and ascertain if there are any problems.
5. Following the initial report and documents supplied, if insurers request further information/documents, the department will be given a further 2 calendar weeks to supply the additional information.
6. The above timetable will allow adequate time for the insurers to make a decision on liability and either repudiate or settle the claim.

## Property Claims

All claims should be advised to the Insurance Section using the Insurance Loss Claim Form for Buildings and Contents (Appendix B).
Any claim which is likely to exceed $£ 5,000$ should be advised immediately by telephone to the Insurance Section on 02084893812 or 02084893897

All claims must be received by the Insurance Section within 28 days of the incident occurring. Late notification could result in the claim being refused by Insurers.
All losses resulting from malicious damage or theft must be reported to the police and a crime reference obtained.

Emergency repairs to make a property secure or watertight may be carried out immediately. For other repairs one estimate is required for repairs up to $£ 1,000$ and two estimates for repairs in excess of $£ 1,000$. Agreement must be received from the Insurance Section before repairs proceed. For all claims in excess of $£ 5,000$, a visit will be made to the school to assess the loss.

For claims involving content loss, an estimate and copy of original purchase invoice will be required for any individual item valued over $£ 500$.

To assist with claims, an inventory of school contents must be kept up to date and in a fire proof container. The inventory must include the security label number to ensure claims will be paid.

## Cash Losses

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These losses should be reported to the Insurance Section using the Insurance Loss Claim Form for Cash Losses (appendix C).
Any claim for loss of cash must be backed by up by documentary evidence to substantiate the loss.

## Fidelity Guarantee

Any suspicion of fraud or dishonesty should be notified to the Head of Audit and Risk Management and the Risk and Insurance Manager who will provide further advice.

## Motor Insurance

Any claim involving a vehicle owned by the school and insured by the Council should be reported immediately by telephone to the Insurance Section. A claim form will then be sent to the school for completion.
If the vehicle is on hire from the Councils fleet the report should be made to the Transport Division at Ashley Road Depot on 02088857732.

## School Journeys

All claims should be notified in writing to the Insurance Section within 28 days of the incident.

If emergency assistance is required whilst on the trip, contact should be made directly to insurers using the following emergency number and quoting policy number 64809543 :

24hour/7 days per week Emergency and Medical Advice +442078953364
Please note all losses resulting from theft or loss of property should be reported to the police and a crime reference obtained.

## Page 31

This form, completed as far as possible, should be sent to the INSURANCE SECTION, Alexandra House, 10 Station Road, London N22 7TR, on the day of the accident and not later than the following day, whether or not any claim has been received.

If any claim or communication is received in respect of the incident, whether before or after the dispatch of this report, it should be sent to the INSURANCE SECTION immediately. NO CORRESPONDENCE OR DISCUSSION SHOULD BE ENTERED INTO beyond informing the claimant or writer that the matter has been forwarded to the Insurance Section.

Any claimant who makes a personal call should be requested to write to the Insurance Section at the above address.

## THIS FORM SHOULD NOT BE COMPLETED BY CLAIMANTS

1. Name, address and occupation of the person injured, or of the owner of the property damaged:
2. Date and time of accident:

Date: Time:
3. Place where accident/incident occurred:
$\square$
4. Particulars showing how accident occurred:
$\square$
5. Nature and extent of injury or damage:
$\square$
6. Name and address of witnesses to accident:
$\square$
7. Has any intimation of a claim been made?
8. State to whom the accident was first reported:

| Name: |
| :--- |
| Date: |

9. Any other information likely to be of assistance:
$\square$

## Signature:

Office Held:

## Date:

## HARINGEY COUNCIL - INSURANCE LOSS CLAIM FORM BUILDINGS/CONTENTS

This form should be completed and sent to the Insurance Section, Level 1 Alexandra House, 10 Station Road, London N227TR or emailed to insurance@haringey.gov.uk

## Page 32

## ALL CLAIMS MUST BE NOTIFIED WITHIN 28 DAYS OF THE LOSS

Claims where repairs are estimated to exceed $£ 5,000$ should be reported to the insurance section on 02084893812

1. Address of premises where loss occurred:
$\square$
2. When did loss occur:

Date: Time:
3. In what circumstances did the loss occur:
$\square$
4. Method of effecting entry:
5. When discovered and by whom:
Date:
By Whom:
6. Were premises occupied at time of loss:

Yes/No
7. If unoccupied, when were premises last occupied:

Date:
Time:
8. When were police notified (see note):

Date: Station: Crime Ref:
NOTE: THE POLICE MUST BE ADVISED FOLLOWING LOSSES THAT HAVE RESULTED FROM THEFT OR ACTS OF MALICIOUS DAMAGE

See over

| Full description of Items stolen <br> or property damaged: | Date <br> purchased: | Replacement <br> cost: | Is Council/ <br> School sole <br> owner of <br> Property <br> Yes/No |
| :--- | :--- | :--- | :--- |

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For all computer losses please provide copy of original purchase invoice and written estimate for replacement.
For all other content/equipment losses please provide written estimate for any individual item over $£ 500$.
For building repairs, emergency works can be carried out immediately, for non emergency works, for repairs under $£ 1,000$ one written estimate required, for repairs over $£ 1,000$ two written estimates required.

```
Signed:
Print Name:
Position Held:
Telephone No:
Date:
```


## HARINGEY COUNCIL - INSURANCE LOSS CLAIM FORM

 CASHThis form should be completed and sent to the Insurance Section, Level 1 Alexandra House, 10 Station Road, London N227TR or emailed to insurance@haringey.gov.uk

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## ALL CLAIMS TO BE NOTIFIED WITHIN 28 DAYS OF LOSS

1. Address of premises where loss occurred:
2. When did loss occur:

Date:
Time:
3. In what circumstances did the loss occur:
4. Method of effecting entry to the building:
5. Where was cash kept at time of loss i.e.: safe, cash box, locked drawer, cupboard:
6. If the locked receptacle referred to in (5) was not forcibly opened how and from where were the keys obtained:
7. When discovered and by whom:

Date:

## By Whom:

8. Were premises occupied at time of loss:

Yes/No
9. If unoccupied, when were premises last occupied:

Date:
Time:
10. When were police notified (see note):
Date:
Station:
Crime Ref:
11. If the cash was lost in transit, was it in the custody of a member of staff. Yes / No
12. Please state was precautions have been taken to prevent a recurrence of an incident of this nature:


## NOTE: THE POLICE MUST BE ADVISED FOLLOWING LOSSES THAT HAVE

## Page 35

RESULTED FROM THEFT OR ACTS OF MALICIOUS DAMAGE

| Details of Loss | $£$ | Is Council/ <br> School sole <br> owner of <br> Property <br> Yes/No |
| :--- | :--- | :--- |
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Coses
Haringey Council

## Agenda Item

8

## Report Status

For information/note
区
For consultation \& views

The Children and Young People's Service
Report to Haringey Schools Forum - 13th September 2012

## Report Title:

Insurance Arrangements for Schools.

Author:
Trudie Eagle Risk and Insurance Manager
Tel: 02084893812
e-mail: trudie.eagle@haringey.gov.uk

Purpose:
The Forum's Terms of Reference require an annual consideration of the insurance arrangements for schools.

## Recommendations

That the insurance arrangements for schools are noted.

Please note the attached documentation relates to the Insurance Programme in place for Haringey Schools. The Insurance London Consortium, of which Haringey Council is a member, is currently tendering a scheme for Academy and Free Schools. This will be a separate insurance programme which Academy and Free Schools can buy into. The scheme will be available from 1st February 2013 and although no figures are currently available it is hoped that the premium

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cost will be lower than having individual policies in place. For further details on the proposed scheme please contact Trudie Eagle, Risk and Insurance Manager on 02084893812 or email:
trudie.eagle@haringey.gov.uk

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## TO WHOM IT MAY CONCERN

Zurich Municipal

Zurich House 2 Gladiator Way Farnborough Hants GU14 6GB

Telephone 08702418050 http://www.zurichmunicipal.com

Direct phone 01252387846 Direct fax 01252375893 E-mail nicola.pilsbury @uk.zurich.com

Zurich Municipal is a trading name of
Zurich Insurance ple

A public limited company incorporated in Ireland. Registration No. 13460 Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley,

## Haringey London Borough Council

Dear Sirs

Zurich Municipal acts as insurer in respect of the liability arrangements for Haringey London Borough Council. As such, we write to confirm that the following insurance arrangements are in place:

1. Employer's Liability
a) Insurer: Zurich Municipal
b) Policy Number: QLA-01E213-0133
c) Inception Date:

01 January 2010
d) Renewal Date:

01 April 2013
e) Limit of Indemnity
£50,000,000
2. Public / Products Liability
a) Insurer:
b) Policy Number:

Zurich Municipal
c) Inception Date:

QLA-01E213-0133
d) Renewal Date:

01 January 2010
e) Limit of Indemnity

01 April 2013
£50,000,000
3. Professional Errors and Omissions
a) Insurer: Zurich Municipal
b) Policy Number:

QLA-01E213-0133
c) Inception Date:

01 January 2010
d) Renewal Date:

01 April 2013
e) Limit of Indemnity

## (2)

4. Libel and Slander
a) Insurer:
b) Policy Number:
c) Inception Date:
d) Renewal Date:
e) Limit of Indemnity
5. Land Charges
a) Insurer:
b) Policy Number:
c) Inception Date:
d) Renewal Date:
e) Limit of Indemnity

Zurich Municipal
QLA-01E213-0133
01 January 2010
01 April 2013
£5,000,000

## Zurich Municipal

QLA-01E213-0133
01 January 2010
01 April 2013
£5,000,000

All of the above policies are subject to the specific policy, terms, conditions and exceptions. The issuance of this document does not modify in any manner the contract of insurance between the Haringey London Borough Council and its insurer.

Should the above-mentioned policies be cancelled, assigned or changed during the above policy period in such manner to affect this document, no obligation to inform the holder of this document is accepted by the undersigned insurers.

Yours faithfully


Nicola Pilsbury DIP CII
Underwriting Services.

## Certificate of Employers' Liability Lasurance(a)

(Where requited by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the centificte must be retained and be reasonably accessible to each cmployee to whom it relates).

Polcy No.

1. Name of polloholder
2. Date of commencement of insurance policy
3. Date of expiny of insurance policy

QLA-01E213-0133
Haringey London Borough Council
01 April 2012

31 March 2013

We hereby certify that subject to paragraph 2 :

1. The policy to which this cerificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northem Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than 55 million (c)

Signed on behalf of Zurich Insurance plc (Authorised Insurer).
Signature


Stephen Lewis
Chief Executive Officer, Zurich Insurance plc (UK Branch)

## Notes

(a) Where the employer is a company to which regulation 3 (2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidianies except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
(b) Specify applicable law as provided for in regulation $4(6)$ of the Regulations.
(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

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Haringey Council

The Children and Young People's Service


## Report Status

For information/note For consultation \& views For decision


Report to Haringey Schools Forum - Thursday 13 ${ }^{\text {th }}$ September 2012

Report Title: Modelling the Schools Funding Formula 2013-14

Authors:
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Purpose: To inform members of the 'Best Fit' of new and old funding factors and to inform members of progress in relaxing the Minimum Funding Guarantee constraints on the additional funding for the Area Cost Adjustment.

Recommendations: That members note and comment on the report.

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## 1. Background and Introduction.

1.1. Schools Forum on $12^{\text {th }}$ July 2012 considered a report on the School Funding Formula 2013-14. After discussion it was RESOLVED (Minute 10.22) that :
a. The Forum AGREE the recommendations in the Report (1-10 as detailed) for consultation with a view to modelling the new formula factors to achieve the closest fit to the current funding levels/distribution.
b. The consultation go out before the end of the summer term (with an end date in September) and that it include the information about the new formula factors but not the exemplifications.
c. The agreement of the DfE is sought to the setting of a minimum funding guarantee of $100.1 \%$ to reflect the increase in the area cost adjustment.
d. The Working Group (and SW and or NM) consider meetings with Headteachers (primary and secondary) to give information and explain and take feedback.
1.2. This report explains the progress made in these areas.

## 2. Modelling the Best Fit.

2.1. Modelling over the summer produced the 'Best Fit' between the main existing and new funding factors. A limit had to be set on the differential between primary and secondary EAL and low attainment to stop the modelling tool creating too great a difference.
2.2. The resulting factors and values are set out in Appendix and Table 1.

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Table 1 Funding factors and values producing the best fit with current funding.

|  | Primary | Secondary |  |
| :--- | ---: | ---: | :--- |
| Basic Allocation |  |  |  |
| Eligibility for FSM | $3,017.99$ | $4,880.22$ |  |
| EAL 3 Years | $1,610.46$ | $1,949.65$ |  |
| LAC Current Children | 464.92 | 929.85 | Limited |
| factor |  |  |  |
| Low Attainment | $3,000.00$ | $3,000.00$ |  |
| Mobility PRI | $2,036.83$ | $4,073.66$ | Factor |
| Lump Sum | $1,293.96$ | $2,241.78$ |  |

2.3. Appendix 2 sets out the current year funding that falls within the Schools Budget Block adjusted for:

- the movement of statemented funding from the High Needs Block,
- factors such as rates that were and will be funded at the actual cost.
- split site allocations affecting only two schools and subject to consultation.
2.4. Appendix 3 sets out the new allocations based on the factors and values set out in Table 1 and the resulting variation per schools between the old and the new factors. The fit between the two is shown diagrammatically in Chart 1.


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Chart 1. Best fit between new and old funding factors for primary and secondary schools.

2.5. Members should be aware that the primary/secondary ratio in this model is $1: 1.41$, significantly above the national average. A cap on differentials may be introduced in 2014-15 that will probably be around the national average of $1: 1.27$. It is recommended that the factor values are considered in this light.
3. Consultation.
3.1. Consultation documents were sent out to all schools, chairs of governing bodies and Forum members on $18^{\text {th }}$ July 2012.
3.2. Consultation closes on the $24^{\text {th }}$ September 2012 and the results will be reported to the next Forum.
4. Minimum Funding Guarantee (MFG) and the Area Cost Adjustment (ACA).
4.1. The Department for Education (DfE) turned down a request for a positive MFG and we are currently seeking the DfE's permission to exempt the ACA from the MFG calculation allowing it to be distributed in addition to budgets subject to MFG.

## 5. Meetings with Head teachers.

5.1. These will be arranged in the new term.

## 6. Recommendations.

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6.1. That members note and comment on the report.

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## Appendix 1 - Funding Factors and Values.

Values for Main Funding Factors
Basic Allocation
Eligibility for FSM
Primary EAL 3 Years
LAC Current Children
Low Attainment
Mobility PRI
Lump Sum

| Primary | Secondary |  |
| :---: | ---: | :--- |
| $£$ | $£$ |  |
| $3,017.99$ | $4,880.22$ |  |
| $1,610.46$ | $1,949.65$ |  |
| 464.92 | 929.85 | Limited factor |
| $3,000.00$ | $3,000.00$ |  |
| $2,036.83$ | $4,073.66$ | Limited factor |
| $1,293.96$ | $2,241.78$ |  |
| $177,380.38$ | $177,380.38$ |  |

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|  | Total Age Weighted Funding |
| :---: | :---: |
| Alexandra Primary | 759,482 |
| Belmont Infant | 629,177 |
| Belmont Junior | 543,065 |
| Bounds Green Infant | 689,488 |
| Bounds Green Junior | 585,451 |
| Broadwater Farm Primary | 1,363,354 |
| Bruce Grove Primary | 1,281,272 |
| Campsbourne Infant | 603,970 |
| Campsbourne Junior | 556,311 |
| Chestnuts | 1,119,750 |
| Coldfall Primary | 1,856,283 |
| Coleraine Park Primary | 1,070,895 |
| Coleridge Primary | 2,157,271 |
| Crowland Primary | 1,200,901 |
| Devonshire Hill Primary | 1,383,513 |
| Downhills Primary | 1,267,210 |
| Earlham Primary | 1,216,026 |
| Earlsmead Primary | 1,239,238 |
| Ferry Lane Primary | 625,946 |
| The Green CE Primary | 650,618 |
| Highgate Primary | 1,184,062 |
| Lancasterian Primary | 1,370,077 |
| Lea Valley Primary | 1,297,190 |
| Lordship Lane Primary | 1,921,644 |
| Mulberry Primary | 1,890,987 |
| Muswell Hill Primary | 1,169,132 |
| Nightingale Primary | 1,184,237 |
| Noel Park Primary | 1,639,223 |
| North Harringay Primary | 1,262,660 |
| Our Lady of Muswell RC P | 1,219,662 |
| Rhodes Avenue Primary | 1,387,338 |
| Risley Avenue Primary | 1,935,955 |
| Rokesly Infant | 900,889 |
| Rokesly Junior | 882,150 |
| St.Aidan's Primary | 672,841 |
| St.Ann's CE Primary | 670,475 |
| St.Francis de Sales RC Infi | 948,309 |
| St.Francis de Sales RC J | 937,781 |
| St Gildas' RC Junior | 598,696 |
| St.Ignatius RC Primary | 1,125,097 |
| St.James' CE Primary | 628,722 |
| St.John Vianney RC Prima | 665,721 |
| St.Martin of Porres RC Prir | 665,764 |
| St.Mary's CE Infant | 664,128 |
| St.Mary's CE Junior | 564,258 |
| St.Mary's RC Infant | 664,820 |
| St.Mary's RC Junior | 609,293 |
| St.Michael's CE Primary N | 1,268,831 |
| St.Michael's CE Primary N: | 547,242 |



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Bounds Green Junior Broadwater Farm Primary Bruce Grove Primary Campsbourne Infant
Campsbourne Junior Coldfall Primary
Coleraine Park Primary Coleraine Park Primary
Coleridge Primary Crowland Primary Devonshire Hill Primary
Downhills Primary Downhills Primary
Earlham Primary Earlsmead Primary Ferry Lane Primary
The Green CE Primary The Green CE Primary
Highgate Primary Lancasterian Primary
Lea Valley Primary Lea Valley Primary
Lordship Lane Primary Lordship Lane Primary
Mulberry Primary Muswell Hill Primary Nightingale Primary
Noel Park Primary North Harringay Primary
Our Lady of Muswell RC PI Rhodes Avenue Primary Risley Avenue Primary Rokesly Infant
Rokesly Junior
St.Aidan's Primary
St. Francis de Sales RC Inf St. Francis de Sales RC Jur St Gildas' RC Junior St.James' CE Primary
 St.Mary's CE Infant St.Mary's CE Junior
St.Mary's RC Infant



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## Alexandra Primary

Alexandra Primary
Belmont Infant
Belmont Junior
Bounds Green Infant
Bounds Green Junior
Broadwater Farm Primary
Bruce Grove Primary
Campsbourne Infant
Campsbourne Junior
Chestnuts
Coldfall Primary
Coleraine Park Primary
Coleridge Primary
Crowland Primary
Devonshire Hill Primary
Downhills Primary
Earlham Primary
Earlsmead Primary
Ferry Lane Primary
The Green CE Primary
Highgate Primary
Lancasterian Primary
Lea Valley Primary
Lordship Lane Primary
Mulbery Primary
Muswell Hill Primary
Nightingale Primary
Noel Park Primary
North Harringay Primary
Our Lady of Muswell RC Primary
Rhodes Avenue Primary
Risley Avenue Primary
Rokesly Infant
Rokesy Junior
St. Aidan's Primary
St.Ann's CE Primary
St.Francis de Sales RC Infant
St. Francis de Sales RC Junior
St Gildas' RC Junior
St.Ignatius RC Primary
St.tames' CE Primary
St.John Vianney RC Primary
St.Martin of Porres RC Primary
St.Mary's CE Infant
St.Mary's CE Junior
St.Mary's RC Infant
St.Mary's RC Junior
St.Michael's CE Primary N6
St.Michael's CE Primary N22
St.Paul's \& All Hallows CE Infant
St.Paul's \& All Hallows CE Junior
St Paul's RC Primary
St.Peter in Chains RC Infant
Seven Sisters Primary
South Harringay Infant
South Harringay Junior
Stamford Hill Primary
Stroud Green Primary



Tetherdown Primary Tiverton Primary
Welbourne Primary West Green Primary
Weston Park Primary Weston Park Primary
Fortismere Gladesmore
Heartlands Highgate Wood
Hornsey
John Loughborough John Loughborough
Northumberland Park Park Thomas More Alexandra Park
Woodside High


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