

MEMORANDUM OF UNDERSTANDING

Leicester, Leicestershire and Rutland SEND & Inclusion Alliance

v1.1 - 29th July 2025

Review date: 31st March 2027

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1 PARTIES TO THE MEMORANDUM OF UNDERSTANDING

1.1 This Memorandum of Understanding (“**MoU**”) is made on 1st September 2025 to formalise the LLR SEND & Inclusion Alliance (The Alliance) between:

LEICESTER CITY COUNCIL

LEICESTERSHIRE COUNTY COUNCIL

RUTLAND COUNTY COUNCIL

LLR INTEGRATED CARE BOARD

LEICESTERSHIRE PARTNERSHIP NHS TRUST

THE SCHOOL DEVELOPMENT AND SUPPORT AGENCY (SDSA)

LEICESTER CITY PARENT CARER FORUM

LEICESTERSHIRE PARENT CARER FORUM (LEICESTERSHIRE SEND HUB)

RUTLAND PARENT CARER VOICE

together the “**Parties**” and each a “**Party**”

2 STATUS

2.1 The Alliance is not a legal entity in its own right and it is acknowledged that this MOU is not a legally binding agreement. It does not change the statutory roles, responsibilities and accountabilities of any NHS, local authority or other body covered by this MOU.

2.2 During 2025 and 2026 the Alliance’s primary role will be to co-ordinate:

2.2.1 the delivery of the Change Programme Partnership

- 2.2.2 the delivery of the LLR SEND Joint Commissioning Strategy
 - 2.2.3 programmes of work assigned by the parties to it to improve the commissioning and delivery of services
 - 2.2.4 the roll-out of the LLR community inclusion program to deliver the Local Inclusion Support Offer
 - 2.2.5 integrated partnership working to improve quality of outcomes and lived experience for children and young people with SEND
- 2.3 It is expected that the Alliance will evolve and mature, over time, as will its relationship with each of the local organisations that form it in section 1.1 above. On an annual basis the Alliance will review its accountabilities and document these and this MOU will be superseded by an updated accountability agreement when required.

3 PURPOSE OF THIS DOCUMENT

- 3.1 This document outlines and formalises the relationship in place between the parties and the Alliance for:
- 3.1.1 Co-ordinating the system approach to SEND service transformation and addressing challenges
 - 3.1.2 Overseeing the design, commissioning and deployment of programmes and work and new service developments generated by the Alliance with regard to co-production, commissioning, delivery and impact assessment
 - 3.1.3 The evolution of the maturity of the Alliance using an approach to be agreed by the Alliance Board

4 PURPOSE OF THE ALLIANCE

- 4.1 The SEND Alliance has been established to ensure children, young people and young adults with special educational needs and disabilities and their families and carers can enjoy fulfilling lives and achieve their full potential, and to ensure that they can access impactful support from the right people at the right time.
- 4.2 The Alliance provides the opportunity for education, health, social care and voluntary and community sector organisations to come together to embrace difference, solve challenges such as unwarranted variation and inequality, as well as to improve resilience. It is expected that all parties will play a full part through commitment and the allocation of resources. The Alliance, along with place-based partnerships, will be a key component of the Integrated Care Systems (ICS), enabling the local system to deliver better health, education, care and efficient use of resources.

5 PRINCIPLES

5.1 The Seven Principles of Public Life (aka the Nolan Principles) underpin the Parties common purpose, relationships and behaviours.

5.1.1 Selflessness

5.1.2 Integrity

5.1.3 Objectivity

5.1.4 Accountability

5.1.5 Openness

5.1.6 Honesty

5.1.7 Leadership

(Ref: [The Seven Principles of Public Life - GOV.UK](#))

5.2 The guiding principles by which the Parties to this MoU will abide are:

5.2.1 Adopting a clear and agreed vision and purpose that supports the priorities for the Parties and National NHS and DfE priorities

5.2.2 Ensuring co-production remains central to all work undertaken in the Alliance

5.2.3 The Alliance will be inclusive, evolutionary and purpose driven. In addition to the Parties, it must draw from the insights, experience and resources of those individuals and organisations necessary to fulfil its vision and purpose, for example: schools, social care; NHS providers; independent sector; primary care; the VCSE sector; carers; service users, etc.;

5.2.4 Operating in the spirit of inclusion, collaboration and partnership, demonstrating positive behaviours and mutual respect;

- 5.2.5 Including Place leaders and local government to ensure services are designed to meet the needs of the different communities across LLR;
- 5.2.6 Adopting an approach that delivers the Population Health Management five aims of; Enhanced Experience of Care, Improved Health and Wellbeing of the Population, Addressing and health and care inequalities, Increasing the well-being and engagement of the workforce, reducing costs and improving productivity.
- 5.2.7 Addressing education, health and care equity/inequalities as a core component of strategic planning and transformational activities.
- 5.2.8 Takes a whole pathway approach to transformation (including specialised and direct commissioning) and considers the life course approach to ensure services are fit from conception to 25 years;
- 5.2.9 Ensuring Partners are of equal status and standing;
- 5.2.10 Making decisions that are focused on the interests and outcomes of Service Users and people in LLR rather than organisational interests;
- 5.2.11 Supporting each other in achieving the Alliance Objectives;
- 5.2.12 Is accountable. Takes on, manages and accounts to each other for performance of the respective roles and responsibilities set out in this MoU and consider the wider impact across the LLR ICS;
- 5.2.13 Improve resilience across providers, particularly in relation to the workforce – with the expectation that the Alliance’s work will support workforce development and workforce planning;
- 5.2.14 Consider where specialisation and consolidation would provide better outcomes and value
- 5.2.15 Is open, honest and transparent by communicating concerns, issues or opportunities relating to this MoU, subject always to appropriate treatment of Commercially Sensitive Information and Competition Law;
- 5.2.16 Adhering to statutory requirements and Good Practice. Complies with applicable Law and standards including EU procurement rules, Competition Law, data protection and freedom of information legislation;

- 5.2.17 Acting in a timely manner. Recognises the time-critical nature of the MoU and respond accordingly to requests;
- 5.2.18 Making available sufficient and appropriately qualified resources to fulfil the responsibilities set out in this MoU, including its Schedules;
- 5.2.19 Looking to adopt a collective ownership of risk and reward, including identifying, managing and mitigating all risks in respect of their performance of the obligations under this MoU;
- 5.2.20 Maintaining flexibility in working together to meet the Alliance Objectives; and
- 5.2.21 Co-ordinating with and contributing to the development of other local partnerships.

6 ROLES AND RESPONSIBILITIES

- 6.1 In view of the current maturity level of Alliance, the Parties agree the following roles and responsibilities for the period up to March 2027. Beyond this point, roles and responsibilities will be revised in an updated accountability agreement, to reflect the increased maturity of the Alliance.
- 6.2 All Alliance Parties will:
 - 6.2.1 Ensure delivery of the Change Programme Partnership and subsequent associated DfE and NHSE funded programmes of work as agreed by the Board
 - 6.2.2 Ensure delivery of the LLR SEND Joint Commissioning Strategy
 - 6.2.3 Deliver an agreed programme of work assigned by the Parties to improve the commissioning and delivery of services; overseeing the design, commissioning and deployment of programmes and work and new service developments generated by the Alliance with due regard to co-production, commissioning, delivery and impact assessment
 - 6.2.4 Co-ordinate wherever possible on a systemwide basis SEND service transformation and the addressing of challenges
 - 6.2.5 Ensure that the maturity of the collaborative is monitored and progressed using an approach agreed by the Alliance Board

- 6.2.6 Effectively engage with all other Partners and Stakeholders within and outside of the Alliance
- 6.2.7 Track and monitor the mobilisation and implementation of SEND developments, as well as any remedial/corrective action plans required
- 6.2.8 Manage the gathering and analysis of key data sets in conjunction with other Alliance Partners.
- 6.2.9 Ensure communications and engagement activities increase staff awareness and involvement in improvement activity
- 6.2.10 Ensure sufficient resources are made available to enact the requirements of the Alliance as set out in this MOU.

6.3 The Alliance Board

6.3.1 In addition Alliance Board will have the additional roles, as follows:

6.3.1.1 Assurance that the Alliance is delivering its transformation agenda and addressing the key SEND challenges;

6.3.1.2 Ensuring oversight of financial management, performance, quality and impact of the Alliance's activities

6.3.1.3 Act as the interface between the Alliance and NHS England, the Department for Education and the LLR NHS and Local Authority Executive Teams, ensuring robust lines of communication in both directions

6.3.1.4 Act as the strategic interface between the LD&A Alliance and other LLR partnerships and Boards

7 DURATION AND REVIEW OF MOU

- 7.1 The MOU will commence on 1 September 2025 and will continue until 31 March 2027. Either party can request that the end date be reviewed and/or amended, with the agreement of both parties.
- 7.2 During the period of this MoU, all Parties will work together to implement an agreed Maturity Plan. By so doing, a revised accountability agreement will be agreed, for 2027/28 and beyond, to reflect the expected increase in maturity.

7.3 In recognition that 2025/26 is the first year of operation, the Parties will conduct an initial review of the arrangements as set out in the MOU by the 31 March 2026.

8 GOVERNANCE ARRANGEMENTS

8.1 Decision making will be undertaken within the governance arrangements outlined in Appendix 1. It is accepted that the governance arrangements will themselves mature and all Parties will work together to refine the meeting structures, reflecting these in the revised accountability agreement for March 2027 and beyond.

8.2 The Parties recognise that, as an overarching principle during 2025/26, flexibility will be required and they will seek to agree any additional oversight and interaction required to manage key risks and fulfil Alliance functions.

8.3 The Parties recognise the duties in terms of conflicts of interest and have agreed to manage conflicts of interest in line with the ICS's Conflict of Interest Policy, which will include establishing a conflicts of interest register, declaring and effectively managing conflicts of interest as they arise.

9 ACCOUNTABILITY AND MONITORING

9.1 The Alliance Management Team is accountable to the Alliance Board that will be chaired by an Independent Chair supported by lead officers assigned by the Parties' organisations. The Alliance Management team will be led by a Director who will be accountable to the Board for the delivery of the Alliance's functions and responsibilities. In practice, the Director will set out an annual plan and report on progress against this on a quarterly basis.

9.2 The Board will be led by an Independent Chair appointed by the members of the LLR CYP Executive Group.

9.3 Through the work of the Independent Chair and the Board the Alliance will regulate its own performance and development. Providing annual reports to the CYP Executive and the ICs System Executive setting out commissioning and operational progress and plans.

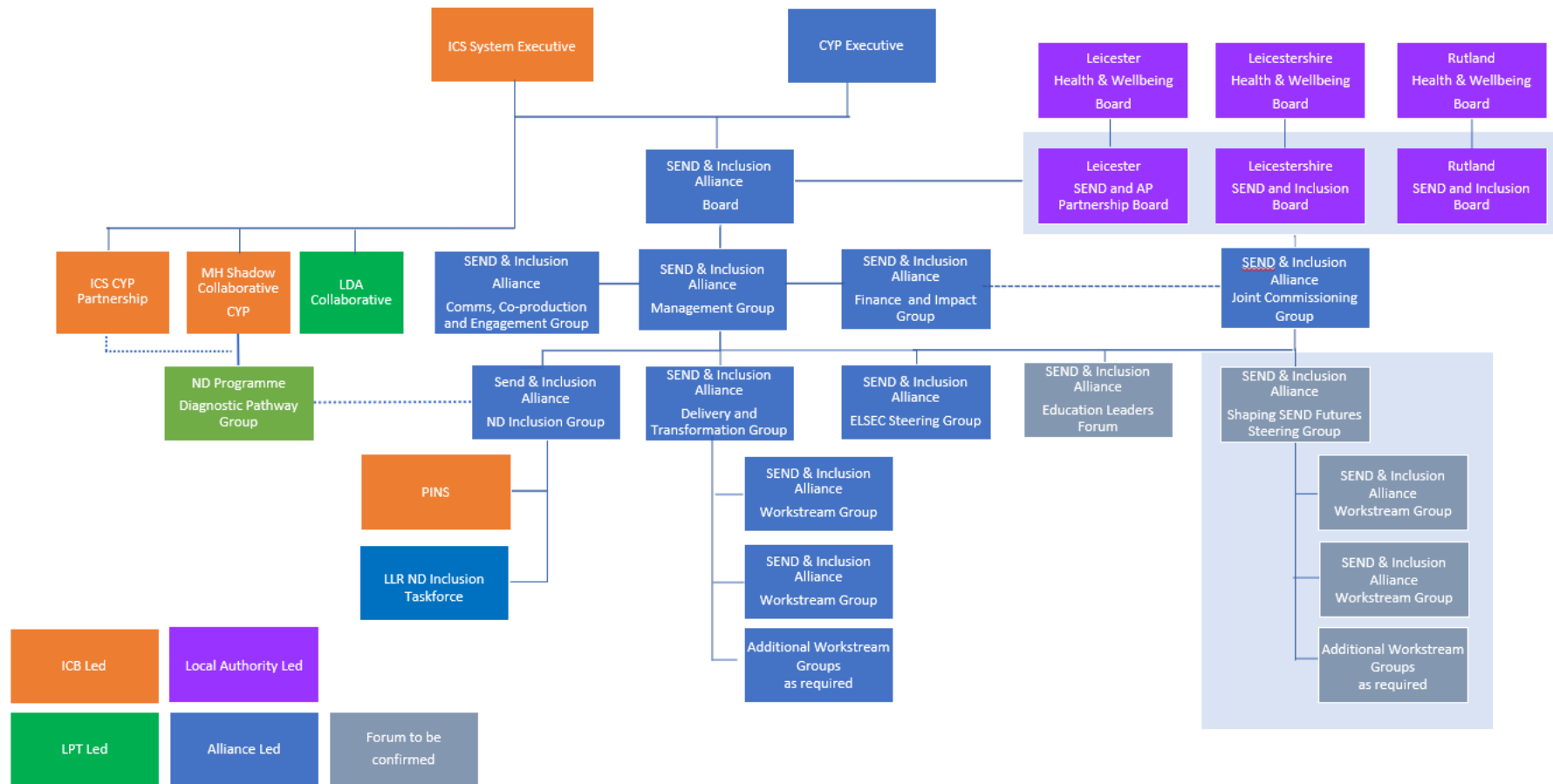
9.4 In recognition that 2025/26 is the first year of operation, the Parties will conduct an initial review of the arrangements as set out in the MOU by the 31 March 2026.

10 DISPUTE RESOLUTION

10.1 In the event of disagreement about the oversight arrangements, or any other matter as set out in the MoU, the aggrieved Party shall notify the other Parties and the Parties will seek to resolve the matter with reference to the Dispute Resolution procedures (See appendix 2).

Appendix 1

SEND and Inclusion Alliance 2025/26 v8.3



Appendix 2– DISPUTE RESOLUTION

- 1 Avoiding and Solving Disputes
 - 1.1 The Parties commit to working co-operatively to identify and resolve issues to mutual satisfaction to avoid, so far as is possible, dispute or conflict in performing their obligations under this MoU.
 - 1.2 For the avoidance of doubt, disputes relating to operational matters are to be resolved via individual party organisation’s dispute resolution procedures.
 - 1.3 The Parties believe that:
 - 1.3.1 by focusing on the LLR SEND Alliance Principles (Clause 5);
 - 1.3.2 taking decisions to tackle health inequalities, collective prioritisation of population needs, and service transformation; and
 - 1.3.3 maximising strategic planning opportunities through a shared decision-making framework;they will reinforce their commitment to avoiding disputes and conflicts arising out of or in connection with the services they provide.
 - 1.4 The Parties shall promptly notify the Board of any dispute or claim or any potential dispute or claim in relation to this MoU or the operation of the Services (each a “**Dispute**”) when it arises.
 - 1.5 The Board shall seek to resolve any Dispute to the mutual satisfaction of each of the Parties.
 - 1.6 The Board shall deal proactively with any Dispute in accordance with this MoU to seek to reach a unanimous decision. If the Board reaches a decision that resolves, or otherwise concludes a Dispute, it will advise the Parties of its decision by written notice.
 - 1.7 The Parties agree that the Board may determine whatever action it believes is necessary including the following:
 - 1.7.1 if the Board cannot resolve a Dispute, it may select an independent facilitator to assist with resolving the Dispute; and
 - 1.7.2 the independent facilitator shall:
 - (i) subject to the provisions of this MoU, be provided with any information they request about the Dispute;
 - (ii) assist the Board to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate their own procedure and, subject to the terms of this MoU, the procedures of the Parties at such discussions;

- (iv) determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Operational Days of the independent facilitator being appointed; and
- (v) have its costs and disbursements met by the Parties involved in the Dispute equally or in such other proportions as the independent facilitator shall direct.

1.7.3 If the independent facilitator cannot resolve the Dispute, the Parties must, within 10 Operational Days after the end of the Negotiation Period, submit the Dispute to mediation arranged jointly with NHSE/DfE.

1.7.4 If, after taking the steps in this procedure the Dispute cannot be resolved, the Parties may agree:

- (i) that the Party(s) involved in the dispute can withdraw from the LLR SEND Alliance by mutual consent in accordance with this Partnership Agreement.
- (ii) to terminate the Partnership Agreement in whole or in part.

DISPUTE RESOLUTION PROCESS FLOW

