

Children and Families Committee

Agenda

Date: Monday, 3rd June, 2024
Time: 2.00 pm
Venue: Committee Suite 1,2 & 3, Westfields, Middlewich Road,
Sandbach CW11 1HZ

The agenda is divided into 2 parts. Part 1 is taken in the presence of the public and press. Part 2 items will be considered in the absence of the public and press for the reasons indicated on the agenda and at the foot of each report.

It should be noted that Part 1 items of Cheshire East Council decision making meetings are audio recorded and the recordings will be uploaded to the Council's website

PART 1 – MATTERS TO BE CONSIDERED WITH THE PUBLIC AND PRESS PRESENT

1. **Apologies for Absence**

To note any apologies for absence from Members.

2. **Declarations of Interest**

To provide an opportunity for Members and Officers to declare any disclosable pecuniary interests, other registerable interests, and non-registerable interests in any item on the agenda.

3. **Minutes of Previous Meeting** (Pages 5 - 12)

To approve as a correct record the minutes of the previous meeting held on 29 April 2024.

For requests for further information

Contact: Josie Lloyd

Tel: 01270 686466

E-Mail: josie.loyd@cheshireeast.gov.uk with any apologies

4. **Public Speaking/Open Session**

In accordance with paragraph 2.24 of the Council's Committee Procedure Rules and Appendix on Public Speaking, set out in the [Constitution](#), a total period of 15 minutes is allocated for members of the public to put questions to the committee on any matter relating to this agenda. Each member of the public will be allowed up to two minutes each to speak, and the Chair will have discretion to vary this where they consider it appropriate.

Members of the public wishing to speak are required to provide notice of this at least three clear working days in advance of the meeting.

Petitions - To receive any petitions which have met the criteria - [Petitions Scheme Criteria](#), and falls within the remit of the Committee. Petition organisers will be allowed up to three minutes to speak.

5. **Ofsted Inspection Findings** (Pages 13 - 46)

To receive the report on the findings from the Ofsted Inspection of Local Authority Children's Services (ILACS), conducted in February and March 2024, and the plans in place to improve our services in relation to the findings.

6. **Update on the Progress of the Key Areas of the Dedicated Schools Grant Management Plan 2024/25 to 2030/31** (Pages 47 - 70)

To receive an update on key areas of progress against the plan.

7. **Final Outturn 2023/24** (Pages 71 - 100)

To receive a report on the final outturn for Children and Families services for the financial year 2023/24.

8. **Service Budgets 2024/25 (Children & Families Committee)** (Pages 101 - 126)

To receive the report setting out the allocation of the approved budgets for 2024/25 to the Children and Families Committee.

9. **Children and Families Capital Programme - Capital Schemes** (Pages 127 - 150)

To receive an update on the progress in delivering the school capital programme for 2024/25.

10. **Academisation of Cledford Primary School, George IV Avenue, Middlewich** (Pages 151 - 224)

To consider the report on the academisation of Cledford Primary School.

11. **Academisation of Gainsborough Primary and Nursery School, Belgrave Road, Crewe** (Pages 225 - 298)

To consider the report on the academisation of Gainsborough Primary and Nursery School.

12. **Appointments to Sub-Committees, Working Groups, Panels, Boards and Joint Committees** (Pages 299 - 314)

To appoint members to the Cared for Children and Care Leavers Committee and to nominate a member to the Health and Wellbeing Board.

13. **Children and Families Quarter 3 Scorecard 2023/24** (Pages 315 - 324)

To receive the Children and Families Q3 Scorecard for 2023/24.

14. **Exclusion of the Press and Public**

The reports relating to the remaining items on the agenda have been withheld from public circulation and deposit pursuant to Section 100(B)(2) of the Local Government Act 1972 on the grounds that the matters may be determined with the press and public excluded.

The Committee may decide that the press and public be excluded from the meeting during consideration of the following items pursuant to Section 100(A)4 of the Local Government Act 1972 on the grounds that they involve the likely disclosure of exempt information as defined in Paragraph 2 of Part 1 of Schedule 12A to the Local Government Act 1972 and public interest would not be served in publishing the information.

15. **Children and Families Capital Programme - Capital Schemes** (Pages 325 - 328)

To receive the confidential appendices to the report.

16. **Work Programme** (Pages 329 - 332)

To consider the work programme and determine any required amendments.

Membership: Councillors R Bailey, M Beanland, S Bennett-Wake, J Bird, C Bulman (Chair), N Cook, M Edwards, E Gilman (Vice-Chair), G Hayes, B Posnett, B Puddicombe, J Saunders and G Smith

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CHESHIRE EAST COUNCIL

Minutes of a meeting of the **Children and Families Committee**
held on Monday, 29th April, 2024 in the Council Chamber, Municipal Buildings, Earle
Street, Crewe CW1 2BJ

PRESENT

Councillor C Bulman (Chair)
Councillor E Gilman (Vice-Chair)

Councillors R Bailey, M Beanland, S Bennett-Wake, D Clark, G Hayes, R Kain,
B Posnett, B Puddicombe, J Saunders, G Smith and L Anderson

OFFICERS IN ATTENDANCE

Deborah Woodcock, Executive Director of Children's Services
Alex Thompson, Director of Finance and Customer Services
Gill Betton, Head of Children's Development and Partnerships
Martyn Baggley, Head of Integrated Commissioning
Alex Cooper, Project Manager - Education
Leon Kokkinos, Strategic Lead for SEND and Inclusion
Joanne Prophet, School Organisation and Capital Manager
Danielle Holdcroft, Head of Early Years, Family Help and Prevention
Richard Hibbert, Head of Strategic Transport and Parking
Heather Baron, Head of Early Help and Prevention
Janet Witkowski, Head of Legal
Nikki Wood-Hill, Lead Finance Partner
Josie Lloyd, Democratic Services Officer

ALSO IN ATTENDANCE

Tom Dooks, Head of Cheshire Youth Justice Service
Cllr J Clowes

83 APOLOGIES FOR ABSENCE

Apologies for absence were received from Cllr John Bird. Cllr Lata Anderson attended as a substitute.

84 DECLARATIONS OF INTEREST

The following declarations of interest were made in relation to item 10 – Decision on the Future Delivery of the School Catering Service:

- Cllr Hayes declared that he was the Chair of a governing body of a school which used the Cheshire East Catering Service
- Cllr Bennett-Wake declared that she worked for a local school which used the Cheshire East Catering Service

- Cllr Clark declared that she was the Chair of Governors at a school which used the Cheshire East Catering Service

Cllr Clowes, who attended as a visiting member, declared that she was a Governor at a school which used the Cheshire East Catering Service.

During consideration of item 10, Cllr Bailey declared that she was part of an agrifood business and was not aware of any contract with the catering service but could not preclude that products do not go into it.

85 MINUTES OF PREVIOUS MEETING

RESOLVED:

That the minutes of the meeting held on 12 February 2024 be agreed as a correct record.

86 PUBLIC SPEAKING/OPEN SESSION

There were no public speakers.

87 REVISED DEDICATED SCHOOLS GRANT MANAGEMENT PLAN 2024/25 TO 2030/31 FOLLOWING THE DEPARTMENT OF EDUCATION SAFETY VALVE INTERVENTION PROGRAMME

The committee considered the report which provided members with an overview of the challenges in relation to the dedicated schools grant (DSG) in Cheshire East and an overview of the fundamental changes required to achieve an in-year balance on the high needs block of the DSG following work under the Department for Education's Safety Valve intervention programme.

The following queries were raised to which officers undertook to provide written responses:

- What input has the Chair had, or will have, in the strategic DSG Management Plan Board
- What are the conditions of the grant
- Why the figures at paragraph 14 on page 34 appeared not to correlate with figures in the quarter 3 scorecard on page 140 of the agenda pack in relation to EHCPs
- Whether there had been any reduction in the post-16 provision allowed for in the forecast on page 40 of the agenda pack
- Whether the Department for Education had set a limit to the amount the override could reach
- What percentage of schools were using the SEND toolkit
- What data supported the statement that high placement costs and high travel costs were not improving outcomes for children and young people
- Why there were high levels of Education, Health and Care needs assessment requests at transition points

- How frequently checks were undertaken on education that does not take place within schools
- Whether health colleagues were involved in commissioning speech and language therapy services
- Regarding future provision, was it correct that any new schools would be sponsored by a multi academy trust which could set its own rate

The recommendations as set out in the report included the committee receiving regular updates regarding the progress of the plan at least three times a year, however some members felt that the committee should have more oversight.

The following amendment to recommendation 5 was moved and seconded and a vote was carried out:

'To receive monthly, in-person meetings of this committee to ensure we deliver our role in oversight to ensure that steps are being taken to address the SEND overspend.'

This amendment was declared lost.

A further amendment was proposed and seconded which sought to amend recommendation 5 to:

'Agree to receive regular updates regarding the progress of this plan at least monthly via Microsoft Teams or in committee meetings.'

The amendment was carried by majority and became part of the substantive proposition.

RESOLVED (by majority):

That the Children and Families Committee:

1. Approve the revised DSG Management plan for 2024/25 to 2030/31 including the interventions to achieve the mitigated position, which demonstrates:

a. an in year balanced position

b. forecasts a deficit reserve position of £1.2 billion unmitigated and £285 million mitigated by the end of March 2031

2. Note the decision of the Secretary of States to not enter into a Safety Valve agreement at this time

3. Note the Chief Executive, Executive Director of Children's Services and the Section 151 Officer will continue to work with the DfE and the Department for Levelling Up, Housing and Communities (DLUHC) with the aim of finding an appropriate solution

4. Delegate to the Executive Director of Children's Services authority to undertake any consultations deemed necessary to facilitate implementation

5. Agree to receive regular updated regarding the progress of this plan at least monthly via Microsoft Teams or in committee meetings

88 CHILDREN'S CENTRE RE-MODELLING INTO THE FAMILY HUB MODEL

The committee considered the report which provided an update on the development of the family hubs transformational programme and sought permission to carry out a consultation to repurpose up to seven of the existing children's centre buildings to meet the MTFs savings, whilst continuing to deliver the services in a more flexible way.

Officers undertook to provide written responses to the following queries:

- What tests were done in advance of the rollout as to the ability of families to be able to join the virtual offer. It was noted that IT teams worked on the project alongside officers from Children's Services and further detail would be provided
- What research was done on the pockets of deprivation that were known in rural areas

An amendment was moved and seconded which sought to defer the decision to allow further information in relation to the infrastructure. This amendment was declared lost.

RESOLVED (by majority):

That the Children and Families Committee:

1. Approve the commencement of a formal consultation period to repurpose up to seven of the following existing children's centres for other education purposes, and a report back to the meeting in September on the results and final proposals. The centres in scope for consultation are:

- Poynton Children's Centre
- Knutsford Children's Centre
- Nantwich Children's Centre
- Hurdsfield Children's Centre
- Broken Cross Children's Centre
- Sandbach Children's Centre
- The Brooks Children's Centre

2. Support the vision of a flexible outreach program from our family hubs to cover a wider geography with more flexibility to target resources

89 HOUSEHOLD SUPPORT FUND GRANT 5 DELIVERY

The committee considered the report which provided an update on the Household Support Fund 5 grant awarded to Cheshire East and sought delegated approval to deliver the fund in line with the proposals set out in paper.

RESOLVED (by majority):

That the Children and Families Committee:

1. Note Cheshire East's estimated HSF5 grant allocation of £2.2m in 2024/25
2. Recommend to full council on the 15 May 2024 to approve the supplementary estimate of £2.2m
3. Endorse the proposed allocation of the grant, eligible cohorts and payment arrangements set out in this paper
4. Delegate authority to the Executive Director of Children's Services to incur expenditure in line with the HSF5 grant conditions

90 YOUTH JUSTICE SERVICE HOSTED MODEL PROPOSAL

The committee considered the report which sought approval on a move from the current shared service arrangement for the management and delivery of youth justice services to a model whereby Cheshire West and Chester Council host Cheshire Youth Justice Services on behalf of the statutory pan-Cheshire Youth Justice Partnership. It was proposed this new agreement would be in place from 1 April 2025.

It was noted that there was a typographical error in recommendation 4 as set out in the report and that delegated authority was being requested from this committee only to Cheshire East's Chief Executive.

RESOLVED (unanimously):

That the Children and Families Committee:

1. Agree that Cheshire West and Chester Council will host Cheshire YJS on behalf of all four councils and other statutory partners
2. Approve the transfer under Transfer of Undertakings (Protection of Employees) Regulations 2006 ('TUPE') of staff from Cheshire East into Cheshire West and Chester Council effective from 1 April 2025
3. Delegate authority to the Executive Director of Children and Families to take all steps necessary to implement the recommendations set out above, including producing an agreed memorandum of understanding which clarifies the legal and review arrangements
4. Delegate authority to the Chief Executive, in consultation with the Section 151 Officer and Executive Directors for Children and Families across the pan-Cheshire footprint to agree the final funding formula as set out in tables 5a and 5b of Appendix 4 and that it be included in the 2025/26 MTFS

91 TRAVEL SUPPORT FOR CHILDREN AND YOUNG PEOPLE - AVAILABLE WALKING ROUTES UPDATE

The committee received the report which set out current and future proposals in relation to available walking routes and provided an overview of progress to date against the plans to transform travel support for children and young people to deliver the budget proposals set out in the medium-term financial strategy.

Officers undertook to provide written responses to the following queries:

- A request for clarity on the reasons for delays in the process
- Which schemes had been brought forward by the Edge Consultants and which had 'come to light' as referred to in paragraph 26 of the report
- Regarding the London Road level rail crossing, what would the annual saving to the transport budget have been if the associated available walking route had been delivered in the last financial year

The following amendment was moved and seconded and a vote was carried out:

'That this item be brought back to committee in June and that, in line with MTFs savings, viable routes are brought back to committee with a timeline for implementation.'

The amendment was declared lost.

RESOLVED (by majority):

That the Children and Families Committee:

1. Endorse the progress to date in relation to the transformation of travel support for children and young people
2. Approve the proposed methodology and approach to reviewing all other hazardous walking routes in the borough as set out in this paper
3. Endorse the proposal to bring back any further financially viable improvement schemes which could make further routes 'available walking routes' to a future committee for approval, noting that any capital funding requirements for enabling works on the highway will need to be considered as part of the council's overall programme for highways and transportation

92 EXCLUSION OF THE PRESS AND PUBLIC

RESOLVED:

That the press and public be excluded from the meeting during consideration of the following item pursuant to Section 100(A)(4) of the Local Government Act 1972 as amended on the grounds that it involved the likely disclosure of exempt information as defined in Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 and the public interest would not be served in publishing this information.

93 SEND FREE SCHOOLS - UPDATE

The committee considered the part 2 report.

RESOLVED (by majority):

That the recommendations be agreed as set out in the report.

94 DECISION ON THE FUTURE DELIVERY OF THE SCHOOL CATERING SERVICE

The committee considered the report which detailed the impact of the proposal to cease the delivery of Cheshire East's catering service and sought a decision to cease trading from April 2025.

A concern was raised regarding the recent reduction in the provision of milk to school pupils to once per week. It was noted that this was not a statutory service and that the obligations were with the school and not the local authority. It was requested that any potential legal implications be looked into further following the meeting as this did not impact the decision being made.

An amendment was moved and seconded which sought to defer the report to a later meeting. A vote was carried out and the amendment was declared lost.

RESOLVED (by majority):

That the Children and Families Committee:

1. Consider the findings from the survey to schools and endorse the council's response as set out at Appendix 1
2. Approve the proposal to cease trading Cheshire East's catering service by April 2025
3. Delegate authority to the Executive Director of Children's Services to make all necessary arrangements for the council to cease trading the catering service

Cllrs Beanland, Hayes, Kain, Posnett and Saunders left the meeting after this item and did not return.

95 CHILDREN AND FAMILIES SCORECARD QUARTER 3 2023/24

RESOLVED:

That the Children and Families Q3 Scorecard be deferred to the following meeting.

96 IMPLEMENTATION OF ALL AGE DIRECT PAYMENT POLICY

The committee considered the report which sought agreement to implement the All Age Direct Payment Policy.

RESOLVED (unanimously):

That the Children and Families Committee:

1. Agree and instruct officers to implement the 'all age' Direct Payment Policy
2. Agree that any future all age policy/services development decisions around Direct Payments be dealt with by the Adults and Health Committee

97 **WORK PROGRAMME**

RESOLVED:

That the work programme be noted.

98 **MINUTES OF SUB-COMMITTEES**

RESOLVED:

That the minutes of the following sub-committees be noted:

Local Authority School Governor Nomination Sub-Committee – 14 June 2023

Local Authority School Governor Nomination Sub-Committee – 23 November 2023

Cared for Children and Care Leavers Committee – 5 September 2023

The meeting commenced at 14:00 and concluded at 19:03

Councillor C Bulman (Chair)

Children and Families Committee**3 June 2024****Ofsted Inspection Findings****Report of: Deborah Woodcock, Executive Director Children's Services****Report Reference No: CF/03/24-25****Ward(s) Affected: All wards****Purpose of Report**

- 1 This report briefs committee on the findings from the Ofsted inspection of local authority children's services (ILACS) conducted in February and March 2024, the plans in place to improve our services in relation to the findings, and monitoring arrangements from Ofsted and the DfE.
- 2 This report relates to the objectives in the Council's Corporate Plan 2021-25 to be a council which empowers and cares about people; that works together with residents and partners to support people and communities to be resilient; protects and supports our communities and safeguards children, adults at risk and families from abuse, neglect and exploitation; to be the best corporate parents to our children in care; and ensure all children have a high quality, enjoyable education that enables them to achieve their full potential.

Executive Summary

- 3 Cheshire East Council received an Ofsted inspection of local authority children's services (ILACS) between 19 February – 8 March 2024. The inspection findings are set out in a [report](#) (appendix 1) which was published on 16 May 2024.
- 4 The inspection found that despite improvements identified in some areas of practice, services required improvement as the quality of services children experienced was too variable, and for care leavers services were inadequate.
- 5 Cheshire East's overall judgement is inadequate. When an authority receives a judgement of inadequate in any area, they can only receive an overall

judgement of inadequate. As care leavers was judged inadequate, the overall rating is inadequate.

- 6 As we are judged to be inadequate we are required to submit an action plan (to be referred to as an improvement plan thereafter) to Ofsted 70 working days after publication of the report.
- 7 We will then be subject to monitoring from Ofsted. Monitoring visits will focus on where improvement is needed the most. The first monitoring visit will take place 6 months after the publication of the report.
- 8 We will receive an improvement notice from the DfE, which will require an independently chaired improvement board. A DfE improvement advisor has been appointed to work with Cheshire East to support us to improve outcomes for children and young people and will chair the improvement board.
- 9 We currently have an improvement board to drive the improvements identified within previous inspection reports and other identified areas for improvement and this is chaired by the DfE improvement advisor appointed to support the JTAI improvement, which was signed off by the DfE in December 2023. This will continue to meet to scrutinise and support the development of the new improvement plan and to oversee immediate improvement activity. This meets monthly and membership includes senior officers, the lead member, and the chief executive.
- 10 The draft terms of reference for a new improvement board are attached (appendix 2). The new Improvement board will step up in July to ensure governance arrangements for the delivery of the plan are robust.
- 11 The leadership team have developed a first draft of a new improvement plan, in response to the inspection findings, and this will be discussed at the next improvement board on 30 May. This will then be discussed and developed with Ofsted and the DfE in an action planning meeting on 19 June as part of ILACS framework. The plan is due to be submitted to Ofsted by 23 August 2024. We propose to submit subject to committee and council's approval following full council on 17 July 2024.
- 12 The inspection found that improvements have been made since the last inspection in 2019, when services for children were judged to require improvement to be good.
- 13 The inspection also found that significant improvements had been made for children missing from home or at risk of criminal and sexual exploitation, addressing the findings from the joint targeted area inspection (JTAI) in July 2022.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Note the inspection findings, implications for monitoring from Ofsted and the DfE, and plans to improve services.
2. Agree to hold a task and finish workshop for Children and Families committee on 2 July 2024 to review and scrutinise the draft improvement plan.
3. Agree to the onward referral of the improvement plan for approval at full Council on 17 July 2024.
4. Approve the terms of reference for the Improvement Board
5. Agree the development of the terms of reference for the Corporate Parent Working Group and agree member membership.
6. Include in the committee's work programme receipt of assurance reports updating the committee on progress and impact measured against the agreed improvement plan, to all future meetings.

Background

- 14 Cheshire East Council received an Ofsted inspection of local authority children's services (ILACS) between 19 February – 8 March 2024. ILACS inspections review how effectively local authorities support and protect children and young people across early help, child in need and child protection, vulnerable pupils, cared for children and young people, and care leavers. The inspection reviews how well we work together as a partnership and evaluates the effectiveness of leaders and managers. ILACS inspections are focused on the impact we have on the lives of children and young people.
- 15 The inspection team consisted of four social care inspectors, and a social care regulatory inspector, and an education inspector. ILACS inspections are a rigorous process. The inspectors spent almost all their time reviewing children's files, understanding their stories, and shadowing and speaking to practitioners and managers. Inspectors spoke to some children, young people, and families (including care experienced young people and young adults, foster carers, and adopters), schools, and senior leaders (including the Chief Executive and Chair of the Children and Families Committee) to inform their findings. The inspection focused on practice within the last six months.
- 16 The full inspection findings are set out in a [report](#) which was published on 16 May 2024 (appendix 1).

17 Cheshire East received the following graded judgements:

Judgement	Grade
The impact of leaders on social work practice with children and families	Requires improvement to be good
The experiences and progress of children who need help and protection	Requires improvement to be good
The experiences and progress of children in care	Requires improvement to be good
The experiences and progress of care leavers	Inadequate
Overall effectiveness	Inadequate

18 The inspection found that despite improvements made in some areas, the quality of practice and the experience and progress of children and young people is too variable, and for care leavers it is inadequate. The inspection graded one of the four judgment areas as inadequate, it graded the other 3 as requires improvement to be good.

19 The inspection identified the following 7 key areas for improvement which are set out on page 2 of the report:

- Senior leaders' oversight of performance to ensure that there is a coherent approach to continuous improvement.
- The quality, consistency and responsiveness of support, advice, and guidance for care leavers, including those who are homeless, with additional vulnerabilities, and those who are over 21 years of age.
- The quality of management oversight and supervision to ensure that consistent, good social work practice is in place.
- The quality of plans for children to ensure that they are more child-focused and drive forward positive change in a timely way.
- The quality and frequency of visits to children so that they are purposeful and in line with assessed needs.
- The sufficiency of suitable placements that can meet children and young people's assessed needs.

- The effectiveness of child protection chairs and independent reviewing officers (IROs) to escalate, challenge and scrutinise plans for children.

Care Leavers Judgement

20 The care leavers judgement was introduced into the Ofsted ILACS framework as a standalone judgement in January 2023. This was the first time that Cheshire East Council received a graded judgement on the experiences and progress of care leavers.

21 The legal definition of a care leaver comes from The Children (Leaving Care) Act 2000 which states that a care leaver is someone who has been in the care of the local authority for a period of 13 weeks or more spanning their 16th birthday.

22 There are currently 621 care leavers in Cheshire East:

Age	16	17	18	19	20	21	22	23	24	Total
Number	55	93	112	69	71	65	61	55	40	621

23 When a child remains in care from 16 until their 18th birthday their support is provided by joint allocation of a statutory social worker and a personal advisor who work together with the young person and parent/carers to plan their transition to adulthood. At 18 the young adult is supported by the Care Leaving service up to the age of 25, dependant on circumstances and the wishes of the individual. The Children Act 1989 guidance and regulations Volume 3: planning transition to adulthood for care leavers, sets out the requirements for this support.

24 The inspection found significant shortcomings in the quality of the practice with some young adults particularly those who were 21+. The inspection also found shortcomings in the accommodation provided for young people who were unable to secure or sustain permanent accommodation. These key areas for development will be covered in the improvement plan. The challenge in relation to suitable accommodation is a borough wide challenge and will require cross departmental collaboration to progress.

25 We have apologised to care leavers who have not received the service that they deserve and are committed to improve this at pace.

Improvement Planning

26 In addition to the key areas for improvement, the inspection identified other areas for improvement. A new improvement plan is being developed in response to all the inspection findings and is structured under the areas for

improvement Ofsted highlight in their report. Immediate action was taken (starting during the inspection) to respond to the findings, and this is reflected in the plan alongside longer-term actions.

- 27 The new improvement plan and supporting arrangements follow the same model as the JTAI improvement which was shown to be successful. Progress against the plan will be scrutinised monthly by the independently chaired Improvement Board. (Draft terms of reference are included in appendix 2).
- 28 Each section of the improvement plan will have a dedicated lead who will be responsible for the delivery of that area of the plan, achieving and reporting on impact monthly. Actions and impact against the inspection findings will be RAG rated monthly. The sources we will use to assess impact for each area of the plan will be outlined in each section.
- 29 The plan will be a live and responsive plan, so will adapt to incorporate new actions as needed. The plan covers the activity we will carry out over a 12-month period from April 2024 to March 2025. A new plan will be developed after this plan is completed for the period from April 2025 onwards.
- 30 At the action planning meeting with Ofsted, we will discuss the draft improvement plan to refine and develop this in relation to the inspection findings. The council is required to submit the improvement plan to Ofsted by 23 August 2024. However, we propose to complete the improvement plan before this date, with committee engagement in a task and finish workshop for the Children and Families Committee on 4 July and onward presentation to full council on 17 July for approval ahead of submission to Ofsted.
- 31 Committee will have oversight of the delivery of this plan through progress updates at every committee meeting.
- 32 The inspection was a valuable source of detailed learning and immediate action was taken (starting during the inspection) to respond to the findings.

Activity to date

- 33 Key improvements that have already been put in place include:
 - Contacting all 209 care leavers aged 21-25 who were not receiving a service to ensure they were aware of the support available to them and to offer them an allocated worker. 184 of these young adults are now being supported by the service. 25 young adults declined a service.
 - Our 21+ offer to care leavers has been reviewed and this is now an opt out offer rather than opt in. We will contact all young adults by phone on a quarterly basis to check if they want or need support.
 - Clear practice standards for the care leavers service.

- A dedicated mandatory training plan for the care leavers service targeted around the inspection findings.
- A new management structure for the care leavers service, ensuring frontline staff are supervised by qualified social workers. The planning for this was already in place pre-inspection and was a nil-cost process.
- Delivering an in-house and bespoke leadership programme tailored to the inspection findings. This will support managers to embed a culture of high support, high challenge leading to improved outcomes for children and young people.
- The quality assurance framework has been revised following the inspection to include more thematic auditing to replicate the areas inspectors consider during inspections, to ensure that there is understanding of the outcomes of all our cohorts of young people. We have also strengthened arrangements to ensure the learning from audits improves practice.
- We will be opening two care leaver hubs in July 2024 at the Lifestyle Centre in Crewe and Macclesfield Youth Hub. These will provide safe spaces for care leavers to access support and advice. These hubs will be sited in existing premises used by children’s services and will extend the use of these premises. The care leaver team and care leavers are enthusiastic about this development.

Monitoring

34 Due to the inadequate judgement, Cheshire East will be monitored by Ofsted, and we will receive an improvement notice from the DfE, which will require an independently chaired improvement board. A DfE improvement advisor has been appointed to work with Cheshire East to support us to improve outcomes for children and young people and will chair our improvement board. This is the same improvement advisor that supported our work on the JTAI findings, which is positive as we already have successful established relationships, and our advisor has a strong understanding of our services, which will support us to make progress at pace.

35 Ofsted will carry out monitoring activity to assess progress. This includes:

Monitoring Activity	Timescales
Action planning visit	Set for 19 June 2024
Submission of the final action plan (improvement plan)	By 23 August 2024

Monitoring visits	<p>First visit is 6 months after the inspection report is published, so this is expected to be in the autumn term.</p> <p>The timetable for monitoring visits will be agreed between Ofsted and the council. Ofsted will confirm the calendar month of each visit in advance.</p> <p>Up to 4 monitoring visits will take place per year.</p> <p>Between 4 and 6 monitoring visits will be carried out before a reinspection.</p>
Reinspection	After between 4 and 6 monitoring visits have been completed.

- 36 Ofsted monitoring visits will focus on where improvement is needed the most. We expect our first monitoring visit to be on care leavers. The focus of the first visit and the pattern of future visits will be agreed in the action planning meeting.
- 37 Monitoring visits will usually be carried out by two inspectors, with each visit lasting two days. Monitoring visits will involve the evaluation of case work to support children and young people. Feedback on the findings will be given at the end of the second day, and a report on the findings will be published on the Ofsted website. The first monitoring visit is not published. We will update members on the findings from these visits through formal reports to the Children and Families Committee.

Proposal for a Corporate Parent Working Group

- 38 The terms of reference for a proposed new partnership Corporate Parent Working Group are being developed to improve outcomes for Cheshire East's cared for children and care leavers. The LGA have indicated that this approach is recommended, with the Working Group as the strategic 'engine room' and the Committee as the scrutiny, particularly as we wish to raise the profile of corporate parenting. It is proposed to be chaired by the council's chief executive.
- 39 This group will ensure there is a joined up multi-agency and whole-council approach to supporting care experienced children, young people, and young adults, and will include cross-party members and care experienced young people. The group will be underpinned by workstreams on specific areas such as accommodation, health, preparation for adulthood and education,

employment, and training. The working group will determine the workstreams that are required and will receive updates on workstream progress at each meeting. This will also include updates on the staying close project, which provides enhanced support to young people leaving care from children's homes. It is proposed that this will report to the Cared for and Care Leaver and the Children and Families Committees. (The draft terms of reference for this group are included in appendix 3).

Consultation and Engagement

- 40 The views of children, young people and families, senior leaders, frontline practitioners and managers, and schools, were sought by inspectors during the inspection and have informed the inspection findings. We will continue to work together with children, young people, young adults, parents/carers, staff, and partners to develop, deliver and evaluate improvements.
- 41 A communications plan is in place to ensure the inspections findings are communicated to the relevant stakeholders at the appropriate times. A statement on the inspection findings was published on the Council website on the day the inspection report was published (16 May 2024). Communications will continue over the year on the improvement plan and progress to ensure stakeholders are informed and shape our improvements, including schools and partners.

Reasons for Recommendations

- 42 Cheshire East Council's children's services has received an inadequate judgement from the recent Ofsted inspection. The inspection demonstrated that there are areas we need to address at pace to improve outcomes for children. The council needs to ensure the findings from the inspection are addressed in a timely way to ensure we achieve good outcomes for children and young people and members need to be assured that the arrangements in place to address the shortcomings and make the necessary improvements are sufficiently robust and will deliver good or better outcomes for our children within a reasonable timeframe.

Other Options Considered

Option	Impact	Risk
Receive annual reports on progress	Committee will be briefed on progress in relation to the inspection.	There is a risk that committee will not have sufficient oversight of progress.
Do not receive reports on progress		There is a risk that committee will not have oversight of progress and will need to undertake this

		independently, for example by reviewing monitoring reports.
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Option	Impact	Risk
Do not hold a workshop to review the draft improvement plan	Committee will not have ownership or oversight of the improvement plan which is critical in supporting the council to improve outcomes for children	There is a risk that committee do not have oversight of the improvement plan which needs to drive improved outcomes for children.

Option	Impact	Risk
Council is not asked to approve the improvement plan	Council will not have ownership or oversight of the improvement plan which is critical in supporting the council to improve outcomes for children	There is a risk that the wider implications of the inspection for the whole council are not understood.

Implications and Comments

Monitoring Officer/Legal

- 43 The Office for Standards in Education Children’s Services and Skills (‘Ofsted’) was created by the Education (Schools) Act 1992. It has a number of legislative powers focused on the inspection of services providing education and skills for learners of all ages and the inspection and regulation of services that care for children and young people. Ofsted is a separate and independent non-ministerial department, not part of the Department for Education (DfE) but it provides assurance to the DfE by monitoring educational and care standards and triggers intervention by the DfE where needed.
- 44 The committee report sets out the plans being put in place because of the Ofsted inspection and inadequate judgement in the report published on 16 May 2024. Members of the committee need to be assured that all requirements of the recommendations within the report and any improvement notice served upon the council by the DfE resulting from the Ofsted inspection findings, are complied with and that the plans in place deliver the improvements required within any timescales set by the DfE.
- 45 Any improvement notice serviced upon the Council by the DfE will have a number of requirements and is likely to require the creation of a focused improvement board. In addition, it will require the following.

- (a) Advisor requirements – the Secretary of State (DfE) will appoint an advisor to both the DfE and the Council who will continue to work with the Council until the DfE is satisfied they are no longer required.
 - (b) Improvement Plan – the plan must set out the actions to deliver appropriate and sustainable improvement covering the areas in the report and recommendation together with how this will be evidenced.
 - (c) DfE Reviews – these are likely to be at least every 6 months and
 - (d) Improvement Against Measures Set - the advisor will provide the regular reports on progress and areas of concerns.
- 46 The improvement notice will be published and failure to comply or poor progress can result in the imposition of directions to secure performance, which can include that the DfE can intervene and nominate a person to act on its behalf to secure performance.
- 47 The protection of vulnerable people is a council responsibility and oversight by members at council of the overall approach to improving service provision aligns with this obligation.

Section 151 Officer/Finance

- 48 We know from other areas that there may be financial implications for inadequate judgements, as additional funds can be required to support improvements. This can often be for external consultancy and/or expertise in supporting improvement, additional service capacity, an improved retention offer, and training. We expect that the financial implications for Cheshire East will not be as significant as in other areas as only one of our service areas was judged to be inadequate as opposed to widespread failures, and we have demonstrated that we already have effective processes in place to deliver improvements.
- 49 However, the challenges associated with sourcing suitable accommodation should not be underestimated and interdepartmental and partnership work will be required to ensure that the right solution is arrived at pace within the parameters of the challenging financial situation. There may be a strong case for invest to save propositions which will need to be considered in year to avoid any drift in delivery. Any proposal, as required will be presented to the necessary committees.
- 50 External advice and support are provided through our DfE advisor, funded by the DfE. We are also accessing support at nil cost from other authorities through the DfE sector led improvement programme, including our roll out of the restorative practice model, and from the LGA who will provide corporate parenting support and training.

- 51 Improvement activity will be prioritised within services to ensure that improvements can be delivered by existing services and within our existing budgets wherever possible. Inadequate judgements often result in the loss of staff, and there are some areas where we may need to boost capacity, including leadership capacity to ensure that improvements can be delivered at pace. We will ensure that critical posts are covered which may incur additional costs. If any additional costs in 2024/25 can't be managed within the existing wider service budgets, then these pressures will be reported as soon as possible for inclusion in the services in year budget monitoring and reporting.
- 52 Any service improvements that would require ongoing additional funding will have business cases developed for inclusion within the council's Medium Term Financial Strategy for 2025/26 onwards.

Policy

- 53 The draft terms of reference for the Improvement Board and the Corporate Parent Working Group are included in the appendices. Any policy implications will be reported to committee as part of updates on progress against the improvement plan or updates from the Corporate Parent Working Group.

	<p>A council which empowers and cares about people</p> <p>Work together with residents and partners to support people and communities to be strong and resilient.</p> <p>Protect and support our communities and safeguard children, adults at risk, and families from abuse, neglect, and exploitation.</p> <p>Be the best Corporate Parents to our children in care.</p> <p>Ensure all children have a high quality, enjoyable education</p>	
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	that enables them to achieve their full potential	
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Equality, Diversity, and Inclusion

- 54 Good quality practice with families ensures that all children and young people's needs are considered and supported.

Human Resources

- 55 Colleagues within children's services and across the partnerships work tirelessly to support children and families. The inspection found staff enjoy working in Cheshire East and feel well supported by managers, that there is a strengthened and stabilised workforce and that caseloads have been reduced to manageable and sustainable levels.
- 56 The outcome of the inspection is disappointing to all who work in the service. Leaders have worked closely with teams to focus on using the inspection findings to continue to improve our support to children, young people, and young adults. Staff have been offered support around their wellbeing and made aware of the different support options available should they need or want this.
- 57 The leadership team will be meeting with the unions as appropriate to discuss any staffing implications.
- 58 We are committed to support this workforce deliver good and better outcomes for children and young people in Cheshire East, however it is well documented that the challenges of scrutiny and intervention can prove onerous to staff groups, and it is vital that this does not cause the improvement journey any drift or delay. This will be monitored within the improvement board.

Risk Management

- 59 There are reputational and financial risks to not providing good quality services, as well as risks to individual children and young people. The council must continue to ensure that these risks are mitigated by ensuring effective plans are in place to improve and that these make an impact on children's outcomes. The risk of failing to deliver the improvement plan will be added to the council's corporate risk register and this risk will be monitored quarterly through the Corporate Policy Committee.

Rural Communities

- 60 Vulnerable children and young people are present in all communities in Cheshire East.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 61 The improvement plan and Corporate Parent Working Group aims to improve the outcomes for our most vulnerable children and young people.

Public Health

- 62 Same as the implication above.

Climate Change

- 63 There are no implications for climate change because of this report.

Access to Information	
Contact Officer:	Lauren Conway, Business Manager Lauren.conway@cheshireeast.gov.uk
Appendices:	Appendix 1: Ofsted report Appendix 2: Draft Terms of Reference for the Improvement Board Appendix 3: Draft Terms of Reference for the Corporate Parent Working Group
Background Papers:	Ofsted ILACS Framework The Children Act 1989 guidance and regulations Volume 3: planning transition to adulthood for care leavers DfE (publishing.service.gov.uk)

Inspection of Cheshire East local authority children's services

Inspection dates: 26 February 2024 to 8 March 2024

Lead inspector: Teresa Godfrey, His Majesty's Inspector

Judgement	Grade
The impact of leaders on social work practice with children and families	Requires improvement to be good
The experiences and progress of children who need help and protection	Requires improvement to be good
The experiences and progress of children in care	Requires improvement to be good
The experiences and progress of care leavers	Inadequate
Overall effectiveness	Inadequate

Since the last inspection of Cheshire East in 2019, when services for children were judged to be requires improvement to be good, improvements have been made in some areas of practice. However, the quality of practice and the experience and progress of children and young people are too variable, and for care leavers they are inadequate.

Following the Joint Targeted Area Inspection (JTAI) in July 2022, when areas for priority action were identified for children at risk of child exploitation, practice shortfalls have been addressed effectively. The development and opening of family hubs have strengthened the early help offer, enabling more families to access timely and appropriate support.

Nevertheless, there is much more to do to improve the quality of practice to ensure a consistent response to the most vulnerable children and care leavers in Cheshire East. There have not been sufficient improvements made in relation to services for those children who are subject to child in need and child protection plans. Furthermore, management oversight and challenge are not fully embedded across all service areas. Senior leaders had not recognised, until this inspection, the extent of improvement required in services for care leavers.

What needs to improve?

- Senior leaders' oversight of performance to ensure that there is a coherent approach to continuous improvement.
- The quality, consistency and responsiveness of support, advice and guidance for care leavers, including those who are homeless, with additional vulnerabilities, and those who are over 21 years of age.
- The quality of management oversight and supervision to ensure that consistent, good social work practice is in place.
- The quality of plans for children to ensure that they are more child-focused and drive forward positive change in a timely way.
- The quality and frequency of visits to children so that the visits are purposeful and in line with assessed needs.
- The sufficiency of suitable placements that can meet children and young people's assessed needs.
- The effectiveness of child protection chairs and independent reviewing officers (IROs) to escalate, challenge and scrutinise plans for children.

The experiences and progress of children who need help and protection: requires improvement to be good

1. Children and families benefit from a well-developed early help offer. Newly established family hubs deliver coordinated support in community localities, supported by the work of targeted youth services. This is helping to reduce harm across all age groups of children. The quality of support provided by staff in the family hubs helps build families' resilience and improves outcomes for children.
2. When children's circumstances change, thresholds of harm, risk and need are well understood by professionals, who make prompt referrals to the integrated front door (IFD). For some children and families, there is a delay in the step up from early help services to statutory services. The step-up process is not as streamlined as it should be.
3. The arrangements in the IFD are well embedded and thresholds are consistently applied. Most contacts are dealt with promptly and effectively. Children at immediate risk of significant harm are identified and timely action is taken to safeguard and protect them. Issues relating to parental consent are understood and managed appropriately, but are not always well recorded.
4. Experienced social workers in the IFD obtain information from partner agencies and the voice of the child informs their decision-making. For a small number of children, this can lead to a delay in decision-making when the threshold is clearly met. The multi-agency partnership is not routinely included in social care

decisions about next steps to help and protect children, or when managers make decisions to close referrals.

5. Strategy meetings are timely and include relevant partners. Nonetheless, these meetings do not consistently capture the discussion about risk, which means that the rationale for decisions made, and next steps, is not always clear. Section 47 child protection investigations are mostly thorough; they are informed by the child's history and incorporate previous agency involvement. Risks and strengths are identified and analysed well. A range of suitable practice tools are used during the investigation process to understand children's lived experiences.
6. Most assessments are now comprehensive and analytical. Most social workers know their children well and speak with genuine warmth about the families with whom they work. Increased capacity in the disabled children's service has led to improved child-centred assessments and plans for the most vulnerable children. This has resulted in some children receiving more effective support.
7. The quality of child protection plans is inconsistent. Some are outcome focused, although some lack purpose and urgency. For some children who have been known to services for several years, and have been the subject of repeat child protection and child in need plans, the quality of practice is too variable. Contingency thinking and planning are not strong enough for these children. This means that, for some children, plans are not effective in improving their outcomes.
8. Reviews take place regularly for children subject to child in need and child protection processes. These are well attended by partners, who share information. Child protection chairs are not consistently effective in driving forward plans for children.
9. Visits to children in need and those subject to child protection plans are not always carried out at a frequency reflecting assessed need. Some children are not visited often enough for social workers to build trusting relationships with them. Visits to children do not always have purpose and do not link to their plans clearly enough. Frequent changes in social workers impact on the quality of these relationships and the progress of plans for some children, leading to delay.
10. Since the JTAI, there have been significant improvements in safeguarding practice for children missing from home and for those at risk of, or affected by, criminal and sexual exploitation. Focused work by leaders, to integrate and align multi-agency strategic and operational groups, has resulted in a clearer understanding and shared approach to prioritising and meeting children's needs earlier. There are now effective multi-agency forums in place to share intelligence about risks to children. Persistent work by committed staff in children's social care, and across the partnership, engages many highly vulnerable children. This is effective in responding to, and reducing the risk of, further serious harm.
11. Recent action has been taken by senior leaders to improve the coordination of pre-proceedings work for vulnerable children. A wide range of services are commissioned, bespoke to children's needs, that are successfully diverting them from court. This is preventing drift and is leading to more timely decisions about

either an application to the family court or for children to remain safely at home with support.

12. An effective joint protocol between housing and children's social care has been developed since the previous inspection. This means that most children aged 16 and 17 who present as homeless are now quickly assessed through a joint homeless assessment and accommodated where appropriate.
13. Arrangements to support and safeguard privately fostered children in Cheshire East are now robust. These children are visited frequently by social workers and their needs are appropriately monitored by a dedicated IRO. When children and young people are identified as young carers, they receive a comprehensive offer of support. Young carer assessments are suitably tailored to the needs of children across all age groups.
14. There are effective systems in place for tracking, assessing and safeguarding children missing from education, and for those who are electively home educated.
15. There are robust local authority designated officer arrangements. Succinct advice is available for professionals and parents. An online system ensures that progress is tracked and systematically reviewed. This means that themes are identified and awareness-raising and training are clearly targeted. Thresholds for referral are applied appropriately and investigations are well coordinated to ensure that children are protected.

The experiences and progress of children in care: requires improvement to be good

16. Children remain in the care of their family members, including through kinship arrangements, when it is safe for them to do so. Where there are immediate safeguarding concerns, suitable action is taken, and decisions for children to enter care are appropriate. Assessments and plans for these children are mostly robust and effective. When children return home from care, decisions are appropriate. Some children are subject to statutory intervention for longer than they need to be. This is due to delays in the discharge of care orders.
17. Most social workers know their children well, although visits to children in care are not always carried out in line with statutory visiting schedules or children's assessed need. Too many children have experienced changes in social worker, which means that they must retell their story, and this prevents them from being able to build trusting relationships. Social workers undertake creative direct work with some children, which helps them to understand their journey, but life-story work and later-life letters are not usually started in a timely way. This means that children have limited opportunities to understand their journey into care at a time that is right for them.
18. Most assessments are analytical, comprehensive and regularly updated. However, the quality of care plans for children is inconsistent. Children's views are usually captured in their care plans, which are regularly monitored at review meetings. IROs write sensitively worded letters to children, but do not always robustly challenge the appropriateness of plans, which are not always outcome focused.

The impact of multiple social workers and IROs on care planning has resulted in drift and delay for some children in achieving permanence.

19. When children cannot remain in the care of their birth parents, they are placed with extended family members in kinship arrangements, when appropriate. Most children in care live in settled and stable arrangements with carers who understand and meet their needs well. Some children with complex needs live in good-quality placements with committed carers, who are well supported to meet children's individual needs. Children are helped to keep in touch with important people in their lives.
20. Challenges to sufficiency impact on the choice of placements and the quality of children's experiences. Some children experience multiple placement moves, which are unsettling for them. A small number of young children who now live in children's homes have experienced frequent moves in foster care placements and too many changes in social worker. Although these placements are meeting children's current short-term needs, there have been significant delays in driving their care plans forward to secure long-term permanence. This is because there has not been effective management oversight and supervision of children's care plans, and IROs do not routinely challenge drift and delay.
21. Consideration is not routinely given to permanence planning for children from an early stage, although planning for children who are placed for adoption is timelier. New tracking systems have been recently introduced to address this, but it is too soon to evaluate the impact of this.
22. Children can access support from relevant health and well-being services. Children who have more complex health needs have effective and timely multi-agency plans to ensure that their health needs are met. Although there are emotional support services available for children in care, waiting lists result in some delay in children accessing these services. Children are supported to be healthy by their carers, but they do not always have their initial and review health assessments completed within appropriate timescales.
23. Senior leaders have appropriate oversight of the education of children in care. The virtual school provides targeted support to schools to ensure that staff understand how to meet the needs of children in care and how to support their well-being. Nevertheless, too many primary-aged children in care experience attendance issues as they move to secondary school. There is an appropriate focus on the attendance of children in care. Leaders have taken steps to address this through challenging and supporting schools to ensure that previously low rates of attendance for these children improve.
24. Personal education plans contain the required information, but outcomes for children in care overall are low. Many children in care are ill-prepared for adulthood and struggle to cope with the challenges that they face when they leave care. The identification of children and young people who are at risk of not being in education, employment, or training (NEET) does not begin early enough.
25. Most unaccompanied asylum-seeking children live in placements that meet their needs. They are encouraged to attend education and they have their physical

health needs met. However, a small number wait too long to access emotional support and counselling due to waiting lists.

26. Sufficiency of in-house foster carers is a challenge. Arrangements are in place for the local authority to join the regional consortium, which will provide additional resources in respect of recruitment and training to address some of the sufficiency challenges. Foster carers and kinship carers have access to a wide range of training, and there has been an improvement since the last inspection in the level of support that they receive.
27. The local authority is a member of a regional adoption agency (Adoption Counts). Prospective adopters are well prepared and supported. Adoption panel arrangements are effective, providing a strong quality assurance function. Agency decision-making is thorough and well considered.

The experiences and progress of care leavers: inadequate

28. The quality of practice for care leavers is inadequate. Risk of harm is not always recognised or responded to effectively. For care leavers over the age of 21, persistent efforts to engage them are not routinely made. Senior leaders recognised some of these shortfalls prior to inspection and had recently introduced a new management structure to support change. The extent of practice deficits was not fully understood by senior leaders until the inspection. As a result, too many vulnerable care leavers are not getting the right level of help, support or protection.
29. Not all children in care have the opportunity to get to know their personal advisers (PAs) to build a relationship with them before they are 18 years old. Planning for young people who transition to the leaving care service is not always robust. This means that there are some young people who leave care with too much uncertainty about how they will be supported.
30. Transition planning into adulthood for most care leavers is variable. There is some proactive planning for disabled care leavers with complex physical needs, and young people with neurodiverse needs. However, for other care leavers, proactive transition planning does not always take place. This means that these care leavers do not access the help and support that they need.
31. Some care leavers benefit from the support of highly committed, caring PAs. Most PAs are in touch with young people regularly; the frequency of contact is determined by how often young people need or want to see them. Despite this, not all PAs know their young people well enough to have trusted and meaningful relationships with them. For some young people, PAs do not know their stories of why, or when, they came into care.
32. Pathway plans do not consistently cover all the important elements of young people's lives. Plans do not consistently include other professionals. They are not sufficiently ambitious for young people, and they do not always capture young people's voices. Plans for unaccompanied asylum-seeking care leavers do not consistently acknowledge their unique cultural heritage, or identify how young people can access support for the trauma they have experienced. Plans are not

always effective in helping young people to make meaningful change in their lives. Support for care leavers is not effective enough, which means that many do not access employment, further education or training. Senior leaders are taking action to improve the format and quality of plans for care leavers, but there is still much more to do to improve this.

33. For some care leavers, risks are recognised and managed effectively. For other young people, there is a lack of professional curiosity about their day-to-day lives and living arrangements. This has resulted in a lack of understanding of risk, or a clear recognition of how best to support young people when they are at their most vulnerable. When potential risk of harm for care leavers is identified, it is difficult to see how this risk is managed or mitigated effectively. This means that some care leavers may be exposed to risky situations and people. This was not fully understood by senior leaders until this inspection.
34. Not all PAs spoken to by inspectors could describe the local offer to care leavers, or explain how care leavers could benefit from it. Not all young people are accessing the full range of entitlements or services available to them.
35. A localised approach with housing means that some young people can secure safe and suitable homes. This means that they are able to maintain local links and have access to important local services, employment and training opportunities. For care leavers who live out of the area, accessing suitable housing is challenging and some wait for extended periods in supported accommodation until suitable permanent accommodation becomes available. The local authority is taking steps to strengthen the over-18-years provision through revised commissioning arrangements, but these have yet to be put in place.
36. A small number of care leavers are homeless. This group includes some care leavers with the greatest needs, including those who struggle with their mental health, those who are NEET or those who are in unsuitable accommodation, or have no fixed abode. Information about where young people are living is not routinely updated. This means that the local authority cannot be assured that these vulnerable young people are safe and well cared for.
37. When young people become 21, unless they are in education or highly vulnerable, they are no longer provided with a PA or leaving care services unless they contact a duty worker and explicitly request help. At the time of this inspection, there were over 200 young people in this category, and this included very vulnerable disabled young people. Some of these care leavers have not been receiving the services they need, or are entitled to, and the local authority cannot be assured that they are safe.
38. Care leavers in custody are visited regularly and effective multi-agency planning takes place. For care leavers who are parents, PAs work persistently to engage and support them. When required, risk assessments are undertaken, and action is taken swiftly to safeguard the children of care leavers where there are concerns. All care leavers benefit from ongoing involvement from the IRO service, which maintains involvement with them up to the age of 21 years of age. This provides the opportunity for care leavers to retain trusted adults in their lives.

39. Care leavers can access community-based resources, but do not have a dedicated place they can go to which provides a safe space for them to receive support. The plan is for the newly opened family hubs to provide this in the coming months, but at present this is not available.
40. Care leavers' physical health needs are mostly met through health services. Young people are encouraged to seek support for their emotional well-being through their GP or specialist services. PAs make referrals to appropriate services for substance misuse and other specialist services. Care leavers with complex mental health difficulties are provided with effective support and planning by relevant agencies. Not all care leavers have access to their full health history.
41. Some young people are supported by their PAs to access apprenticeships either in the council or with local providers, which means that they have the opportunity to make a positive start in life. Too many care leavers, however, are NEET. They are not being encouraged and well supported to improve their life chances in order to achieve their aspirations for a better future.

The impact of leaders on social work practice with children and families: requires improvement to be good

42. Since the appointment of the director of children's services, shortly before the JTAI in 2022, action has been taken to restructure children's services to deliver significant practice improvements in a number of key areas.
43. Despite improvements, the quality of practice is still too variable, and the extent of shortfalls in practice in the care leaver service, particularly for vulnerable care leavers who are over 21, had not been fully understood until this inspection.
44. The development and opening of the family hubs have strengthened the early help offer. There has been an improvement in the quality of assessments. Stronger arrangements are now in place to track the progress of children in the Public Law Outline to reduce drift and delay. The response to children in private fostering arrangements is now robust and a joint protocol has been developed to underpin the response to homeless 16- and 17-year-old children. The response to children at risk of exploitation has been significantly strengthened and there is improved support for foster carers.
45. There is strong political and corporate commitment to children in Cheshire East and a strategic focus on improvement. The lead member is well sighted on issues impacting children. Despite the financial pressures the council faces, there has been further investment to strengthen services and increase staffing capacity. Throughout this inspection, leaders have been open and transparent about their improvement journey and they recognise that more work is required to address the remaining challenges to improve the lives of the most vulnerable children.
46. The local authority is aware of its corporate parenting responsibilities. A joint cared for children and care leavers' strategy has been co-produced with children and young people. The local offer is updated annually in consultation with a range of care leavers, partners and strategic leads. However, not all young people are informed of, or understand, the pledges contained within the strategy.

In addition, the local offer is not communicated effectively to all care leavers, which means that they are not all aware of, nor do they access, their full range of entitlements.

47. The sufficiency strategy is based on the projected continuation of the decrease in the number of children in care over several years. The local authority has been successful in securing funding to develop a 'staying close' initiative, although it is too soon to see the impact of this. Some children still live in homes that do not match their needs, due to a lack of choice. Despite the strategy, some care leavers are homeless and live in unsuitable accommodation for too long.
48. Senior leaders are open to external scrutiny and they respond positively to challenge. Leaders and managers are reflective and use learning from practice and feedback to improve the experiences and care of children. Throughout the inspection, they were responsive and acknowledged practice shortfalls promptly, making changes when necessary. This included contacting a proportion of care leavers aged over 21 years to establish their whereabouts and to clarify whether they required additional support.
49. The local authority undertakes regular audit activity. Changes have been made to the quality assurance framework following the engagement of external moderators. Leaders have recognised in their self-evaluation that more needs to be done to ensure that this activity is identifying all areas of poor practice and that it is consistently having an impact on outcomes for children.
50. The local authority's self-evaluation now recognises most of the strengths and areas for improvement. It provides a more realistic view on the quality of practice than it did a year ago. Performance information and activity is mostly used effectively to drive service improvement. More assessments and initial child protection conferences are now completed to timescale and the tracking of children in pre-proceedings is more robust. Recent arrangements to track permanence for children have been introduced, but it is too soon to see the impact of this, and some children continue to experience drift and delay. Systems to monitor and track groups of individual children have not been effective in identifying vulnerable care leavers who are not receiving the services they need.
51. Although most social workers receive regular supervision, this is not always sufficiently analytical or reflective. Management oversight across all service areas does not provide sufficient challenge or reflection to improve social work practice. For some children, this has led to their needs not being recognised or acted on in a timely way. Leaders have recognised this and there has been investment in a bespoke leadership development programme due to start in April 2024.
52. The recruitment and retention of social workers has been a priority for senior leaders since the last inspection. As a result, the workforce has been strengthened and stabilised in recent months. Senior leaders have taken steps to reduce the reliance on managed teams and increase social work salaries. Leaders have successfully converted some agency staff to permanent roles. Despite this, some children still experience too many changes in social worker.

53. The workloads of frontline staff are closely monitored by senior leaders, and have been successfully reduced to manageable and sustainable levels since August 2023. Staff enjoy working in Cheshire East and they describe a positive, open culture. Staff feel well supported by visible, available and approachable managers, and they have access to relevant training to assist them in their work.
54. Senior leaders express a tangible ambition to do the right thing to help, protect and care for the most vulnerable children in Cheshire East. Leaders recognise that more focused work is required to address the shortfalls and deliver the necessary improvements.

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Cheshire East

TOGETHER for Children and Young People

Together we will make Cheshire East a great place to be young

Improvement and Impact Board

DRAFT Terms of Reference
May 2024



Purpose

The Improvement and Impact Board will improve outcomes for Cheshire East's children, young people and families by:

- Scrutinising the quality of services and their impact on outcomes for children and young people.
- Ensuring there are robust arrangements in place to support and deliver improvements swiftly, and there is focus and drive on continual improvement.
- Monitoring the delivery and impact of the improvement plan to ensure that better outcomes are achieved for children and young people and sustained, and the findings from the Ofsted inspection of children's services in February and March 2024 are addressed.
- Ensuring there is a joined up multi-agency and whole-council approach to improving support to children and young people.
- Providing high support and high challenge, holding each other to account for improving outcomes for children and young people.
- Ensuring the delivery of the improvement plan and evaluation of impact is informed by the views of children and young people, parents, carers, and frontline practitioners and managers, and developments are communicated to them and other key stakeholders.
- Supporting mitigation of risks and taking action to alleviate challenges and barriers to improvement.

Frequency

The board will meet in person on a monthly basis for two hours.

Membership

Independent Chair: DfE Children's Improvement Advisor – Caroline O'Neill

Title/ Role	Name
Chief Executive Cheshire East Council	Rob Polkinghorne
Lead Member for Children and Families	Cllr Carol Bulman
Executive Director of Children's Services	Deborah Woodcock
Executive Director of Adults, Health and Integration	Helen Charlesworth-May



Detective Chief Superintendent, Head of Protecting Vulnerable People and Criminal Justice, Cheshire Constabulary	Gareth Lee
Associate Director Quality and Safety Cheshire East, Cheshire and Merseyside NHS	Josette Niyokindi
LGA Children’s Improvement Advisor (Northwest)	Linda Clegg
Director of Education, Strong Start and Integration	Claire Williamson
Director of Family Help and Children’s Social Care	Kerry Birtles/ Andrea Stone (interim)
Head of Housing	Karen Carsberg
Head of HR	Sara Barker
Head of Service Children’s Development and Partnerships	Gill Betton
Head of Service for Family Help and Prevention	Heather Baron
Head of Service for Child in Need and Child Protection	Louise Hurst
Head of Service for Cared for Children and Care Leavers	Annemarie Parker
Head of Service for Safeguarding Children and Quality Assurance	Katherine Oldacre
Head of Service for Children’s Provision	Samantha Derbyshire
Head of Service for Inclusion and Head of the Virtual School	Laura Rogerson
Head of Service for Education Participation and Pupil Support	Sally Ashworth
Head of Integrated Commissioning, Children, Families and Adults with Complex Needs	Martyn Baggaley
Principal Social Worker	Sarah Flint
Business Intelligence Manager	Bev Harding
Business Manager	Lauren Conway

Note taker: Danielle Forster – Business Administrator

Additional members may be invited to present information as required.

Responsibilities

All members are responsible for ensuring that the board works to achieve its purpose, and for raising and/ or challenging any actions/ behaviours that present a barrier to this.

The board will receive the improvement board scorecard to evaluate performance against key indicators.

Should any member delegate their responsibilities, they remain accountable for any actions or decisions taken on behalf of their agency/service.

Notes and actions from the meeting will be recorded. Administration support will be provided by Children's Development and Partnerships (CDAP). CDAP will be responsible for the preparation of agendas and papers for the meetings. The agenda and papers will be circulated at least 3 working days prior to the meetings. Note and actions will be shared with the group within 10 days of the meeting.

Accountability

The Improvement and Impact Board will be accountable to:

- Children and Families Committee
- Cared for Children and Care Leaver's Committee
- The council's corporate leadership team
- The corporate safeguarding accountabilities meeting
- Children's Safeguarding Partnership

Partners are responsible for reporting back into their own agencies or professional networks.

Review

The terms of reference will be reviewed after 12 months.





Cheshire East

TOGETHER for Children and Young People

Together we will make Cheshire East a great place to be young

Corporate Parent Working Group

DRAFT Terms of Reference

May 2024



Purpose

The Corporate Parent Working Group will improve outcomes for Cheshire East's care experienced children, young people, and young adults by:

- Working together with care experienced children, young people and young adults to understand what support they need, what is working and what needs to change.
- Ensuring there is a joined up multi-agency and whole-council approach to supporting care experienced children, young people, and young adults, ensuring they receive the care and nurture they can expect from any good parent, and preparing them for adulthood.
- Agreeing what action needs to be taken to continue to improve our offer and support to care experienced children, young people and young adults.
- Driving and evaluating progress in improving our support, ensuring that the findings from the Ofsted ILACS inspection in March 2024 are addressed swiftly.
- Overseeing the work and impact of working groups to improve outcomes for care experienced children, young people, and young adults, including the implementation of the staying close project.
- Promoting and raising awareness of our corporate parenting responsibilities within the council, across the partnership, local businesses, and communities.
- Providing challenge and holding each other to account for improving outcomes for care experienced children, young people, and young adults.

The group will be underpinned by workstreams on specific areas such as accommodation, health, preparation for adulthood and education, employment and training. The working group will determine the workstreams that are required, and will receive updates on workstream progress at each meeting.

Frequency

The board will meet in person on a quarterly basis for two hours.

Membership

Chair: Chief Executive Cheshire East Council - Rob Polkinghorne

Title/ Role	Name
Care experienced young people	
Member care experienced champion	
Chair of the Children and Families Committee	Cllr Carol Bulman

Vice chair of the Children and Families Committee	Cllr Emma Gilman
3/4 other councillors (cross party membership)	
Executive Director of Children's Services	Deborah Woodcock
Executive Director of Adults, Health and Integration	Helen Charlesworth-May
Acting Executive Director of Place	Peter Skates
Chief Finance Officer	Adele Taylor
Detective Chief Superintendent, Head of Protecting Vulnerable People and Criminal Justice, Cheshire Constabulary	Gareth Lee
Associate Director Quality and Safety Cheshire East, Cheshire and Merseyside NHS	Josette Niyokindi
Cheshire East Partnership Manager, Department for Work and Pensions	Stephen Monks
Director of Education, Strong Start and Integration	Claire Williamson
Director of Family Help and Children's Social Care	Kerry Birtles/ Andrea Stone (interim)
Director of Public Health	Matt Tyrer
Head of Housing	Karen Carsberg
Head of HR	Sara Barker
Head of Service Children's Development and Partnerships	Gill Betton
Head of Service for Cared for Children and Care Leavers	Annemarie Parker
Head of Service for Safeguarding Children and Quality Assurance	Katherine Oldacre
Head of Service for Children's Provision	Samantha Derbyshire
Head of Service for Inclusion and Head of the Virtual School	Laura Rogerson
Head of Integrated Commissioning, Children, Families and Adults with Complex Needs	Martyn Baggaley
Service Manager Cared for Children	Simon Delamar
Service Manager Cared for Children	Laura McLoughlin
Service Manager Care Leavers	Steve Nevitt
Service Manager Fostering	Shamena Sadiq
Business Intelligence Manager	Bev Harding
Business Manager	Lauren Conway



Action taker: Lauren Conway

Additional members may be invited to present information as required.

Responsibilities

All members are responsible for ensuring that the board works to achieve its purpose, and for raising and/ or challenging any actions/ behaviours that present a barrier to this.

The board will receive the cared for children and care leavers scorecard to evaluate performance against key indicators.

Should any member delegate their responsibilities, they remain accountable for any actions or decisions taken on behalf of their agency/service.

Actions from the meeting will be recorded. Administration support will be provided by Children's Development and Partnerships (CDAP). CDAP will be responsible for the preparation of agendas and papers for the meetings. The agenda and papers will be circulated at least 3 working days prior to the meetings. Actions will be shared with the group within one week of the meeting.

Accountability

The Corporate Parent Working Group will be accountable to:

- Children and Families Committee
- Cared for Children and Care Leaver's Committee
- The council's corporate leadership team
- The corporate safeguarding accountabilities meeting
- Children's Safeguarding Partnership

Partners are responsible for reporting back into their own agencies or professional networks.

Review

The terms of reference will be reviewed after 12 months.



June 2024

**Update on the progress of the key areas
of the Dedicated Schools Grant
Management Plan 2024/25 to 2030/31**

**Report of: Deborah Woodcock -Executive Director of Children's
Services**

Report Reference No: CF/18/24-25

Purpose of Report

- 1 Following approval of the Designated Schools Grant (DSG) Management Plan 2024/25 to 2030/31 by the Children and Families Committee on the 29 April 2024, members approved an additional recommendation that they see and scrutinise monthly reports outlining key areas of progress against the Plan.
- 2 The report outlines progress against the DSG management plan based on the outturn financial position 2023-24 and the relevant performance data of the January 2024 SEN2 DfE return, compared to the previous two years and acts as a baseline as we move into regular monthly reporting. Progress is underpinned by the mitigated activity stipulated in the DSG management plan.
 - (a) Expenditure of the high needs budget.
 - (b) Proportions of EHC plans and SEN support levels.
 - (c) Proportions of EHC plans in different types of provision.
- 3 This report sets out a proposal for the governance and monthly reporting arrangements to provide assurance to members that the actions undertaken as part of the SEND executive oversight panel are having a positive impact on children, young people and families in Cheshire East balanced with an update of the authority's financial position in line with achieving a balanced budget by 2031.

Executive Summary

- 4 The authority's outturn position for the financial year 2023-24 outlines a reduced deficit position of the DSG high needs budget of £79.5M

compared to the forecast deficit of £89.6M resulting in a reduction of £10.1M. This is a significant achievement and a key milestone in the journey to achieving a balanced budget by 2030/31.

- 5 Expanding specialist provision within the LA appropriately to meet the needs of children and young people within the authority is a key objective within the plan. A Capital bid of £16.6M has been submitted to create more specialist provision and the DfE have now confirmed we have been successful in our bid. Details of our capital expansion will follow in a detailed paper to C&F committee in June 2024.

The Children and Families Committee is recommended to:

1. Scrutinise the key areas of progress outlined in this report regarding the DSG Management plan 2024/25 to 2030/31 to achieve a balanced budget by 2030-31.
2. Note that this briefing report outlines the progress of the DSG management plan based on the outturn financial DSG high needs position and includes the relevant performance data of the January 2024 SEN2 DfE return, compared to the previous two years.
3. Agree the monthly reporting schedule for committee to scrutinise progress against the plan.
4. Approve the draft terms of reference for the SEND executive oversight panel. (Appendix 1)

Background

Cheshire East Revised DSG Management Plan

- 6 The DSG Management Plan 2024/25 to 2030/31 approved at committee on 29 April 2024 outlines an unmitigated and a mitigated financial position.
- 7 The unmitigated financial forecast considers the local authority's High Needs deficit if no action is taken. The mitigated financial forecast includes carefully considered interventions. Cumulative mitigations are forecast to amount to £916 million.
- 8 The unmitigated forecast position for 2030-31 shows total expenditure of £340.4 million against an expected grant of £68.6 million, resulting in an in-year deficit of £271.8 million and a total deficit reserve position of £1.2 billion.

- 9 The mitigated forecast position for 2030-31 shows total expenditure of £70.2 million against an expected grant and school block transfer of £70.7 million, resulting in an in-year surplus of £0.6 million and a total deficit position of £284.8 million.

Mitigations

- 10 Since the development of the new DSG Management Plan 2024/25 to 2030/31 a determined focus has been on the strategic aim of the RIGHT TIME, RIGHT SUPPORT, RIGHT PLACE, to enable us improve outcomes for our children and families.
- 11 Our vision for children and young people with special educational needs and disabilities (SEND) is the same as for all children and young people - that they achieve well in all aspects of their lives and are happy, fulfilled and play an active role in their communities. For children and young people and their parents and carers, this means that their experiences will be of a system which is supportive of everyone and we ensure our resources and energy are applied efficiently. Their special educational needs and disabilities will be picked up at the earliest point with support routinely put in place quickly, and their parents and carers will know what services they can reasonably expect to be provided. Children and young people and their parents and carers will be fully involved in decisions about their support and what they want to achieve.
- 12 The DSG management plan 2024/25 to 2030/31 has been developed collaboratively across the partnership with our key stakeholders in developing a set of mitigations that will improve the lives of our children with SEND in Cheshire East. By listening and working in collaboration with our children, young people, parents, carers, early years' providers, schools and colleges, health and social care professionals who are best placed to know what is needed and what works well, the mitigations will support us to deliver on the areas identified in our SEND strategy.
- 13 The plan includes through transformation planning the following areas of mitigated activity:
- (a) Support mainstream schools to adopt inclusive practice to enable more children and young people to remain in mainstream settings where appropriate. Ensure the graduated response is consistently implemented across all settings to provide an equitable offer to children and young people in Cheshire East.
 - (b) Strengthen the SEN support offer available in mainstream schools to reduce escalation of children and young people's needs and manage demand for EHCPs. This should include targeted investment

on effective early intervention particularly on improving speech, language and communication needs in early years children to support good levels of development and better prepare them for transition in school.

(c) Strengthen the professional networks across mainstream settings to promote learning and confidence in meeting children and young people's needs, including articulating school level inclusion standards.

(d) Expand specialist provision within the LA appropriately in order to meet the needs of children and young people within the authority. This includes a Capital bid of £16.6M.

(e) Secure collaboration and financial commitment from partner agencies as part of co-commissioning arrangements, particularly for improving the outcomes of children and young people with complex needs ensuring partners contribute accordingly.

(f) Develop and implement a clear planning and decision-making process for placements, in line with the sufficiency strategy.

(g) Strengthen oversight and contracting with independent and non-maintained schools to ensure value for money, including reviewing approval routes of high-cost placements.

(h) Strengthen the EHCP annual review process in order that EHCPs can be stepped down where children and young people's needs have been met appropriately, celebrating success.

(i) Review and develop a clear SEND financial strategy that ensures case level decision making is strategic and appropriate.

The High Needs Budget and Expenditure

14 The authority's DSG high needs forecast cumulative deficit position in October 2023 was £89.6M.

15 The outturn position for the financial year 2023-24 was £79.5M deficit and a reduction of the forecasted position by £10.1 M.

16 Since September 2024 the partnership has been working together to embed the SEND Strategy and implement mitigations from the DSG plan and our Improvement plan. There is already clear evidence that the implementation of new ways of working is supporting an improved deficit position. A breakdown of key areas of savings for 2023-24 include:

- (a) £6.5M reduction in spend on external placements including independent special schools, non-maintained special schools and post 16 specialist institutes.
 - (b) £1.6M reduction in spend on top-up and place funding costs in mainstream schools and resourced provisions.
 - (c) £1.3M reduction in spend on SEN support services and other commissioned specialist provisions.
 - (d) £0.7M of additional DSG income
- 17 The reduced deficit position has been due to the successful implementation of the mitigated activity with a gear change and focus of activity since September as outlined in the DSG management plan.
- 18 Since September 2024 the partnership has been working together to embed the new SEND Strategy, implement mitigations from the DSG plan and work to our Improvement plan. There is already clear evidence that the implementation of new ways of working is supporting an improved deficit position. A breakdown of key areas of savings for 2023-24 include ;
- (a) An overall reduction to the rates of growth of EHC plans and an increase in children receiving support earlier at SEN support levels.
 - (b) Schools are being supported earlier by specialist professionals to improve their inclusive practice and graduated approach in meeting needs. The SEN support offer to schools has been strengthened through the delivery of specialist training aimed at upskilling school staff and ensuring the SEN toolkit is used effectively.
 - (c) An outreach programme has been developed with the LA and leaders and key staff from the special schools to support mainstream schools. Support, advice guidance, peer-to-peer support is being delivered by skilled practitioners from local special schools directly into mainstream schools to support best practice and support directly to children in these settings.
 - (d) Clearer and more robust decision-making processes are now embedded in SEND panels. Those relate to the authority's statutory functions and responsibilities in agreeing EHC needs assessments, issuing EHC plans and ensuring children and young people are placed in suitable settings according to their needs.
 - (e) Advice provided by the educational psychology service (EPS), as part of statutory SEN needs assessments, better describes what is ordinarily available in schools. This ensures that the authority only

issues EHC plans where the provision described in the advice is beyond what a school can ordinarily offer.

(f) An overall reduction in spend and the proportions of children and young people attending expensive independent non-maintained specialist settings

(g) Decision-making processes regarding educational placements have improved and consider what is best value for money through the best use of resources. The drive on inclusion, the improved specialist support offer to schools and increasingly challenging schools on best practice, has reduced the numbers placed in very expensive independent non-maintained specialist settings.

(h) The reduction in spend for independent non-maintained specialist settings is a culmination of a) lower numbers of actual placements and b) more children attending Cheshire East special school provisions

(i) Strengthen the EHCP annual review process in order that EHCPs can be stepped down where children and young people's needs have been met appropriately, celebrating success.

(j) Reviewed and develop a clear SEND financial strategy that ensures case level decision making is strategic and appropriate.

Performance data

19 Each local authority is required to produce a statutory data set each year that we report into the DfE called the SEN2 return. Performance from the January 2024 SEN2 DfE return compared to the previous two years data set evidences that the mitigations in the DSG plan have started to be implemented across the service areas and are having a positive financial impact of the deficit position.

Performance data of the January 2024 SEN2 statutory return compared to the previous two years Data Set

Table 1 - Total EHC Plans maintained by Cheshire East

Total Numbers of EHCPs	Jan 2022	Jan 2023	Jan 2024
Total Numbers	3,412	4,029	4,576
% Annual Growth	16%	18%	13.6%
Trend compared to previous year	↑	↑	↓

- 20 The January 2024 SEN2 return to the DfE, demonstrate that there has been a decrease in rates of growth of EHC plans compared to the SEN2 return in January 2023 from 18% to 13.6% respectively.
- 21 The trend in the previous two years had shown an increase to the rates of growth of EHC plans so it is positive to see a reduction in 2024. Rates of growth nationally are even lower at 9%. There is still further work to be done to ensure children and young people are receiving the right levels of support as early as possible and are supported at SEND support levels without the need for all to escalation to EHC plans.

Table 2 - Rates of Growth of EHC Plans by Age Range Compared to Previous Years

Growth of EHCPs by Age Range	Jan 2022	Jan 2023	Jan 2024
Under 5 years old	25%	9%	7%
Aged 5 to 10 years (primary school)	19%	32%	12%
Aged 11 to 15 years (secondary school)	14%	38%	14%
Aged 16 to 19 years	16%	19%	15%
Aged 20 to 25 years	4%	2%	26%

- 22 For the periods described above there has been a significant decrease of the rates of growth of EHC plans in January 2024, particularly for primary and secondary school aged children and young people who account for 73% of the total EHC plans. The rates of growth for those age groups decreased from 32% to 12% and from 38% to 14% respectively compared to the previous year.
- 23 The biggest rate of increase in EHC plans was amongst young people aged between 20-25 years, from 2% to 26%. Although this seems a rapid rise it is not linked to the number of new plans being issued for this cohort, but linked to a larger volume of young people with existing plans reaching this age bracket in January 2024.
- 24 A contributory factor for the lower rates of growth of EHC plans in January 2024 is the fewer number of requests for statutory assessment for the same period, and the lower number of EHC plans agreed to be issued following assessment, in comparison to the previous year. There was a decrease of 3.64% to the volume of new EHC plans issued in Jan 2024 in comparison to the previous year.

- 25 Another reason relates to the proportions of children and young people receiving SEN support in settings (not through an EHC plan). This increased from 9.9% recorded in January 2023 to 11% in January 2024. This indicates that more children and young people are supported appropriately earlier through a graduated approach. However, proportionally SEN support levels across settings are still below the national average of 13%. The Authority will continue to support schools to improve their inclusive practice in partnership with specialist practitioners and services and support parents to feel confident in the support their children are receiving at SEND support.

Overview on Educational Placements

Table 3 - Proportion of Children and Young People with EHC plans Placed in Educational Settings

Proportion of EHCPs in Settings	Jan 2022	Jan 2023	Jan 2024
Mainstream (including nurseries)	54%	52%	52%
Special Schools	21%	19%	18%
Independent (special & mainstream)	10%	14%	13%
Resourced Provisions	3%	3%	3%
FE Colleges and Sixth Forms	13%	12%	13%

- 26 Mainstream schools continue to support the highest numbers of children and young people with EHC plans. Proportionally this equates to 52% of the entire cohort as recorded in both January 2023 and 2024. This is higher than the equivalent national average of 48%. The authority aims to further reduce the proportion of EHC plans in line with national rates and to increase the numbers receiving targeted SEN support which will gradually result in lower proportions of EHC plans in mainstream schools.
- 27 The proportions of children and young people placed in special schools (including specialist academies and free schools) is far lower at 18% compared with a national average of 28%. This has led to a much higher proportion of children and young people with complex needs placed in expensive independent non maintained specialist settings (INMSS) recorded at 13% in January 2024 compared to a national average of 7%.

- 28 Proportions of children and young people in resourced provisions and FE Colleges are in line with national averages.
- 29 In January 2024, there has been a rapid decline in the rates of growth of children and young people placed in independent special schools, non-maintained special schools and post 16 specialist institutes compared to the previous year due to growing our provisions and working with our existing special school provisions. Growth has dropped from 62% to 12% respectively.
- 30 Considering that the average annual cost per placement in independent special schools, non-maintained special schools and post 16 specialist institutes is approximately £64,000, this significant decrease in the rates of growth in those placements has contributed to the overall improved outturn position this year. Notwithstanding, Cheshire East has still nearly double the number of placements proportionally in those types of settings at 13% compared to the national average of 7%. Further work is required to ensure there is sufficient specialist provision available to children and young people locally and this will be part of capital expansion for SEND provision in Cheshire East. Confirmation has been received that we have been successful in our bid to secure capital funding from the DfE to create additional SEN capacity to meet the needs of the children and young people in the local area.
- 31 Additional breakdown of this data can be seen in Appendix 1 Performance data of the January 2024 SEN2 DfE return.
- 32 Given the improved financial forecasting relating to the mitigation actions it is proposed that a revised dedicated school's grant (DSG) high needs management plan will be developed based on the new forecast progress in 2023/24 and be presented to committee in November 2024.

Governance arrangements

- 33 A SEND executive board has been reconfigured. Previously it was established to provide governance and steering throughout the Delivering Better Value (DBV) programme and governance of the DSG Management Plan. A new board, the SEND executive oversight panel has been reconfigured and strengthened with new members of the board which will include the Chief Executive, Executive Director of Children's Services and S151 Officer. This panel is being expanded to be a key transformation panel. The Chief Executive will chair this panel and there will be member representation, including cross party members from Children and Families Committee and Scrutiny and Finance committees.

- 34 We have continued to update schools and settings on progress and deliver key updates as part of on-going network meetings, such as Schools Forum, head teacher network sessions both primary and secondary, SEND conferences and governor forums.
- 35 The SEND Partnership will ensure partners are aware of the issues and part of the design of any solutions.
- 36 A detailed data performance suite is being developed to track and monitor progress against the strategy workstreams and implementation of the 9 PIDs.
- 37 Committee agreed monthly meetings to scrutinise the progress of reports outlining key areas of progress against the plan. To enable this to happen it is proposed that a progress report of our SEND transformation plan and data will be a standardised agenda item and a report will be at each C&F committee. It is then proposed that during the month without a committee, a team's briefing will be scheduled to share the months update. A copy of the report will also be placed on the members hub. The draft terms of reference are attached in Appendix 2.
- 38 The new reporting data suite is being developed and we aim to have a final version agreed and in place by September. Over the next few months it is proposed we will work with members to refine a report and data set to ensure the validity and integrity of the data and provide members with sufficient data to scrutinise our progress.

Monitoring Officer/Legal

- 39 Under the Local Government Finance Act 1993, the council has a statutory duty to use resources efficiently and effectively against priorities and to achieve a balanced budget. S28 (budget monitoring: general) of the Local Government Act 2003 requires the Council to review its calculations from time to time during the year and to take such action, if any, as it considers necessary to deal with any deterioration in its financial position.
- 40 The Dedicated Schools Grant (DSG) is paid to the Council by the Secretary of State under the Education Act 2002. S14 (power of Secretary of State to give financial assistance for purposes related to education or children etc.). It is a specific ring-fenced grant given outside the local government finance settlement. The terms of the grant require it to be used to support schools budgets for purposes defined in regulation 6 and schedule 2 of The Schools and Early Years Finance (England) Regulations 2022. Local authorities are responsible for determining the split of the grant between central expenditure and the individual schools budget (ISB) in conjunction with local schools forums.

Local authorities are responsible for allocating the ISB to individual schools in accordance with the local schools' funding formula.

- 41 The Education and Skills Funding Agency Guidance on DSG: Conditions of grant 2023-24 require any local authority with an overall deficit on its DSG account to present a Plan to the DfE for managing their future DSG spend and to keep the schools forum regularly updated about the authority's DSG account and plans for handling it including high needs pressures and potential savings.
- 42 This report provides an update as agreed at the last committee meeting to receive regular updated regarding the progress of this plan at least monthly via Microsoft Teams or in committee meetings. It is intended to provide members with ongoing oversight and assurance regarding the plan and actions associated with the DSG deficit.

Section 151 Officer/Finance

- 43 The proposed plan forecasts an unmitigated cumulative DSG deficit of £1.2 billion by the end of 2023/31, reducing to £285 million if the plan is approved and implemented successfully.
- 44 As detailed in the Accounting Override section of this report both the current and forecast deficit balances are creating financial pressures and are unaffordable for the council. Therefore support from the DfE through the Safety Valve program, or support through other avenues, is essential to avoid the need to issue a S114 notice in the future.
- 45 As detailed in the Cheshire East MTFs the council is experiencing financial challenges at a scale that it has not faced before. This makes the approval and delivery of the DSG Management Plan imperative as the council is not in a position to be able to fund DSG pressures.
- 46 The council has applied for Exceptional Financial Support (EFS) to the Secretary of State for Levelling Up. This application includes a request to be able to capitalise the estimated cost of interest on the DSG deficit for years 2023/24 and 2024/25, estimated to be £9 million.
- 47 This request has been approved in principle and if supported it will remove the cost of interest for these two years from the revenue costs and allow us to spread the cost over a longer timeframe. However this does not address the ongoing cumulative deficit, or the interest costs which will continue to be a pressure in year 2025/26 and onwards linked to the deficit.

Policy

- 48 Local authorities are under a duty to ensure sufficiency of school places in their area (section 14 of the Education Act 1996).
- 49 The SEND Code of Practice (January 2015) provides statutory guidance on duties, policies and procedures relating to Part 3 of the Children and Families Act 2014 and associated regulations and applies to England.
- 50 The DfE issued the “SEND Review: Right support, right place, right time” - a SEND and AP green paper which is a consultation on the future of SEND services. The SEND Partnership response is in support of the proposals and promptly making those legal requirements will support the council in delivery of the necessary changes.
- 51 Following the green paper consultation in March 2023 DfE published their SEND and alternative provision improvement plan which sets out their plans to change the special educational needs and disabilities (SEND) and alternative provision system in England. The partnership will ensure we keep up to date with the DfE roadmap and change programme as this is progressed nationally.

<https://www.gov.uk/government/publications/send-and-alternative-provision-improvement-plan/send-and-alternative-provision-roadmap>

- 52 The statutory duties include:
- the need to undertake a needs assessment where a child may have additional needs,
 - to issue an education, health and care plan within 20 weeks where assessment provides evidence this is required to meet the assessed needs.
 - the local authority must then secure an appropriate school place and must consult with parental preference.

Equality, Diversity and Inclusion

- 53 An Equality Inclusion Assessment has been completed previously for the DSG Management Plan, this is available on the website.
- 54 The SEND Code of Practice looks to ensure the assessed additional needs of children with special education needs are provided for, to enable them to reach agreed outcomes.

Human Resources

- 55 Additional budget of £500,000 has been secured via the MTFs to provide transformation support for the implementation of the plan.

Risk Management

- 56 An impact on the council's base budget (council tax, national non-domestic rates and general grants) as a contribution may be required to manage the high needs pressures or DSG deficit reserve balance.
- 57 There are insufficient capital resources and / or capacity to deliver the additional changes needed to provide more places in the borough. This is a particular challenge if trying to bring the mitigations forward.
- 58 Service levels reduce as funding is not sufficient and future Ofsted inspections raise issues which damage reputation and result in the council being required to produce a "written statement of action" to remedy failings.
- 59 The council continues to make payments to settings but it is not able to fund them from the overall resources it has available.
- 60 The DSG Management Plan is based on a series of assumptions over EHCP numbers and average costs. These are subject to change and this risk will be mitigated through regular reviews of the plan.

Rural Communities

- 61 There are no direct implications for rural communities.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 62 The council has approved its Children's Vision which contains a priority around children with additional needs.
- 63 The SEND Partnership Strategy sets out the Partnership vision for meeting the needs of children and young people with SEND. This strategy was refreshed to include the DBV opportunities and mitigations within the DSG Management Plan in 2023.

Public Health

- 64 There are no direct implications for public health.

Climate Change

- 65 Many pupils are educated out of borough at high costs and with long travel journeys.
- 66 Where possible systems that save on energy consumption will be considered, particularly for electricity.
- 67 Any internal works required to update buildings to make them fit for purpose will include a comprehensive review of the impact on climate factors.
- 68 Any significant changes that may take place will require full compliance with the latest building regulations relating to such factors as insulation/heat loss and energy efficiencies. Such factors will be key considerations as the scheme is developed through to full handover.

Access to Information	
Contact Officer:	Claire Williamson Director of Strong Start, Family Help and Integration and SEND Claire.williamson@cheshireeast.gov.uk
Appendices:	There are one appendices in this report.
Background Papers:	Revised Dedicated Schools grant Management Plan 2024/25 to 2030/31 following the Department of Education Safety Valve Intervention Programme 29 April 2024 (Public Pack)Agenda Document for Children and Families Committee, 29/04/2024 14:00 (cheshireeast.gov.uk) DSG Management Plan 2022-23 – C&F Committee September 2022 - Decision report template (cheshireeast.gov.uk)

	<p>DSG Management Pan 2023-2024 – C&F Committee September 2023 - CEC Report Template (cheshireeast.gov.uk)</p> <p>Delivering Better Value Update C&F Committee March 2023 - Decision report template (cheshireeast.gov.uk)</p> <p>SEND & AP Green Paper - SEND and alternative provision improvement plan - GOV.UK (www.gov.uk)</p> <p>Children and Families Committee 18 September 2023:</p> <ul style="list-style-type: none">• SEND Strategy 2. SEND Strategy.pdf (cheshireeast.gov.uk)• SEND Sufficiency Statement CEC Report Template (cheshireeast.gov.uk)• Capital Programme CEC Report Template (cheshireeast.gov.uk) <p>This link provides information on Safety Valve agreements with other local authorities - Dedicated schools grant: very high deficit intervention - GOV.UK (www.gov.uk)</p>
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Appendix 1 SEND Data

Table 1 - All EHC Plans in each type of setting including annual increase/decrease.

All EHCPS by provision type	Jan-22	EHCP Increase	% Increase	Jan-23	EHCP Increase	% Increase	Jan-24	EHCP Increase	% Increase
Mainstream schools inc. Nursery/Private, Voluntary and Independent (PVI)	1,830	261	17%	2,084	254	14%	2,368	284	14%
Resource Provision	88	-6	-6%	132	44	50%	148	16	12%
Special Schools	706	44	7%	778	72	10%	817	39	5%
NMSS/ISS/SPIs	337	78	30%	545	208	62%	613	68	12%
Alternative Provision (AP) and Pupil Referral Unit (PRU)	11	2	225	19	8	73%	19	0	0%
FE college & sixth form	440	99	29%	471	31	7%	611	140	30%
Total	3,412	478	16%	4,029	617	18%	4,576	547	13.6%

Table 2 - EHC plans in by setting type.

All EHCPS by provision type	Jan-22	Proportion of EHCPS in Provision Type	Jan-23	Proportion of EHCPS in Provision Type	Jan-24	Proportion of EHCPS in Provision Type
Mainstream schools inc. Nursery/Private, Voluntary and Independent (PVI)	1,830	54%	2,084	52%	2,368	52%
Resource Provision	88	3%	132	3%	148	3%
Special Schools	706	21%	778	19%	817	18%
NMSS/ISS/SPIs	337	10%	545	14%	613	13%
Alternative Provision (AP) and Pupil Referral Unit (PRU)	11	0%	19	0%	19	0%
FE college & sixth form	440	13%	471	12%	611	13%
Total	3,412	100%	4,029	100%	4,576	100%

Table 3 - EHC plans by age range.

All EHCPS by Age range	Jan-22	% Increase	Proportion of new plans 2022	Jan-23	% Increase	Proportion of new plans 2022	Jan-24	% Increase	Proportion of new plans 2022
Under 5 years old	201	25%	6%	257	9%	6%	275	7%	6%
Aged 5 to 10	1211	19%	35%	1408	32%	35%	1580	12%	35%
Aged 11 to 15	1278	14%	37%	1513	38%	38%	1730	14%	38%
Aged 16 to 19	636	16%	19%	752	19%	19%	866	15%	19%
Aged 20 to 25	86	4%	3%	99	2%	2%	125	26%	3%
Total	3,412	16%	100%	4,029	18%	100%	4,576	13.6%	100%

Table 1 - Growth of EHC plans and proportions by setting type.

EHCPs by Provision Type	% Growth from last year						Proportion of total EHCP in provision types					
	Actual 2022-23	Forecast 2023-24	CE Actual 2023-24	Trend	National	Forecast 2024-25	Actual 2022-23	Forecast 2023-24	CE Actual 2023-24	Trend	National	Forecast 2024-25
Mainstream schools inc. Nursery/Private, Voluntary and Independent (PVI)	14%	18%	14%	↓		8%	52%	52%	52%	↔	48%	51%
Resource Provision	50%	18%	12%	↓		10%	3%	3%	3%	↔	3%	3%
Special Schools	10%	6%	5%	↓		11%	19%	17%	18%	↑	28%	18%
NMSS/ISS/SPIs	62%	39%	12%	↓		8%	14%	16%	13%	↓	7%	16%
Alternative Provision (AP) and Pupil Referral Unit (PRU)	73%	0%	0%	↔		0%	0%	0%	0%	↔	1%	0%
FE college & sixth form	7%	18%	30%	↑		6%	12%	12%	13%	↑	13%	11%
Total	18%	19%	14%	↓	9%	8%	100%	100%	100%		100%	100%

Table 2 - New EHC plans issued in the year by setting type.

New EHCPs Issued	Jan-22	% Increase 2022	Proportion of new plans 2022	Jan-23	% Increase 2023	Proportion of new plans 2023	Jan-24	% Increase 2024	Proportion of new plans 2024
Mainstream schools inc. Nursery/PVI	578	3%	88%	602	4%	81%	628	4%	88%
RP	8	100%	1%	24	200%	3%	9	-63%	1%
LA Special	30	11%	5%	42	40%	6%	24	-43%	3%
Special Independent schools + SPIs and NMSS (pre & post 16)	15	-35%	2%	47	213%	6%	19	-60%	3%
AP/Pupil Referral Unit (PRU)	7	75%	1%	10	43%	1%	9	-10%	1%
FE/Post 16	16	-24%	2%	17	6%	2%	26	53%	4%
Total	654	2%	100%	742	13.50%	100%	715	-3.64%	100%

Table 3 - Growth of new EHC plans issued in the year by age-range.

NEW/FIRST PLANS by age range	Jan-22	% Increase 2022	Proportion of new plans 2022	Jan-23	% Increase 2023	Proportion of new plans 2023	Jan-24	% Increase 2024	Proportion of new plans 2024
Under 5 years old	154	33%	24%	200	30%	27%	196	-2%	27%
Aged 5 to 10	266	-4%	41%	297	12%	40%	287	-3%	40%
Aged 11 to 15	211	-1%	32%	218	3%	29%	198	-9%	28%
Aged 16 to 19	22	-35%	3%	27	23%	4%	31	15%	4%
Aged 20 to 25	1	0%	0%	0	-100%	0%	3	0%	0%
Total	654	2%	100%	742	13.46%	100%	715	-3.64%	100%

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Appendix 2

TERMS OF REFERENCE

Cheshire East 0-25 SEND Partnership

SEND executive oversight panel

Purpose

The SEND executive oversight panel provides executive level leadership and oversight of the progress, outcomes and financial impact of the work carried out by the 0-25 SEND Partnership. The panel will provide support, challenge and scrutiny as appropriate to the SEND Partnership with regard to any risks or issues in achieving agreed improvements and delivery of the DSG High Needs management plan. The panel will ensure effective monitoring processes are in place to evaluate the impact of SEND strategic actions and high needs management mitigations. This scrutiny will ensure improvements are made at pace, and there is continual evaluation of the impact of improvements on children and young people's experiences and outcomes.

Key objectives of the panel

The specific objectives of the SEND executive oversight panel are to:

- Provide executive level guidance, scrutiny and direction to the 0-25 SEND Partnership, ensuring that the work of the partnership remains effective and results in improved experiences for children and young people with SEND and their families.
- Provide executive level guidance, scrutiny and direction to monitor progress of the Designated Schools Grant (DSG) Management Plan 2024/25 to 2030/31 and financial monitoring of the plan.
- Provide executive level oversight of all aspects of the work of the 0-25 SEND Partnership. This includes oversight of progress to complete SEND improvement and impact actions to agreed timescales and quality standards, and oversight of resulting outcomes and SEND performance (as demonstrated through agreed indicators/measures).
- Provide appropriate and sufficient challenge to each other and partners where progress or performance has, or is likely to, deviate from agreed improvement and SEND Strategy milestones and targets.
- Ensure that risks and issues are being escalated and managed as required and as effectively as possible.



- Agree appropriate actions to be taken for escalated SEND improvement risks and issues from the SEND Partnership Board and provide suitable support to overcome any obstructions to progress or performance as required.
- Ensure that appropriate resources are allocated and deployed, as required, to enable the timely delivery of agreed improvements in line with agreed improvement and SEND Strategy milestones and targets.
- Have a specific focus on overseeing and scrutinising the progress of the High Needs Management plan and the Safety Valve programme and ensure that any escalated areas of risk are discussed and managed appropriately via agreed actions.
- Provide overall responsibility and key decision-making in relation to the annual update of the High Needs Management Plan.

Membership

SEND executive oversight panel Chair:

Rob Polkingharn Chief Executive – Cheshire East Council

Name	Role	Organisation and Sector
Kerry Birtles	Director of Early Help and Children's Social Care	Cheshire East Council – Children and Families
Cllr Carol Bulman	Chair of the Children and Families Committee	Cheshire East Council – Elected Member
Helen Charlesworth-May	Executive Director of Adults, Health and Integration	Cheshire East Council – Adults, Health and Integration
Cllr Sam Corcoran	Leader of Council	Cheshire East Council – Elected Members
Michael Moore	Head of Communications and Media	Cheshire East Council – Communications
Adele Taylor	Director of Finance and Customer Service – Section 151 Officer	Cheshire East Council – Finance and Customer Service
Mark Wilkinson	Place Director – Cheshire East	NHS Cheshire and Merseyside
Josette Niyokindi	Associate Director of Quality and Safety Improvement	NHS Cheshire and Merseyside
Claire Williamson	Director of Strong Start, Family Help and Integration	Cheshire East Council – Children and Families
Deborah Woodcock	Executive Director of Children's Services	Cheshire East Council – Children and Families
Michael Beanland	Chair of Audit and Governance committee	Cheshire East Council – Elected Members
Ken Edwards	Vice Chair of Audit and Governance	Cheshire East Council – Elected Member

Other members, such as education and health providers, will be invited to meetings to present information when required.



Role of individual members

- To provide leadership oversight and scrutiny of the outcomes of the SEND Strategy with a focus on the experiences of, and outcomes for, our children and young people with SEND and their families.
- Act as a 'champion', representing the SEND and complex health needs agenda and joint commissioning priorities within their service area, parent organisation and/or any representative forums.
- Ensure appropriate resources are deployed in their own organisation/service areas to deliver the statutory requirements and the best outcomes.
- Ensure communication to their own organisations/service areas and that relevant issues from their organisations/service areas are raised and discussed as required.
- Ensure communication across partners/stakeholders, and work in cooperation with each other to ensure the panel fulfils its purpose and stated objectives.
- Attend meetings of the pane and undertake work on tasks assigned by the panel.
- Take a full and active part in the work of the panel.
- Make suggestions and add impetus to drive forward SEND improvements in line with the SEND Strategy and agreed improvements.
- Provide challenge and support in order to hold each other and partners to account for ensuring appropriate action is taken to address performance and that there is appropriate joint investment in resources.

Accountability

The 0-25 SEND Partnership and the SEND executive oversight panel, is ultimately accountable to the Cheshire East Health and Wellbeing Board and the Children and Families Committee. A SEND update will be provided to the Health and Wellbeing Board every six months for scrutiny, and progress reports will be shared with the Corporate Leadership Team and committee. The SEND executive oversight panel will be further supported by monthly finance workshops to review cost containment, delivery, confidence and plans in depth and will report monthly to the children and families committee. The activity of the SEND Partnership and the SEND executive oversight panel will also be reported into the Place Health and Care board.

Administration of meetings

Administrative support will be provided to the panel.

Quoracy

A meeting will take place and be considered quorate when:

- at least 50% of panel members are present, and



- both the local authority and integrated care board have at least one representative present (either virtually or in-person)

Notice of meetings

Meetings will be scheduled in advance with dates for meetings for a full academic year being circulated to members at once, where possible.

Agendas and associated meeting papers will be circulated to members seven days ahead of each meeting.

Frequency of meetings

The SEND executive oversight panel will meet on a quarterly basis.

Additional meetings will be arranged if required.

Review schedule

These terms of reference will be reviewed annually (or more frequently, if required).

Document last reviewed: November 2023

DRAFT

OPEN

Children and Families Committee

Monday 3 June 2024

Final Outturn 2023/24

Report of: Adele Taylor, Interim Director of Finance and Customer Services (s151 Officer)

Report Reference No: [To be provided by Democratic Services]

Ward(s) Affected: All Wards

Purpose of Report

- 1 This report provides Members with the final outturn, for Children and Families Committee services, for the financial year 2023/24. Members are being asked to consider the serious financial challenges being experienced by the Council (and other councils) and to recognise the important activities aimed at minimising the impact on services.
- 2 Members of the Committee are being asked to consider the financial performance of the services relevant to their terms of reference.

Executive Summary

- 3 The Council operates a financial cycle of planning, monitoring and reporting. This review is part of the monitoring cycle and provides the final outturn position for the 2023/24 financial year. This report supports the Council priority of being an open and enabling organisation, ensuring that there is transparency in all aspects of Council decision making.
- 4 The full report will be received by Corporate Policy Committee on 13 June 2024. Service Committees will receive the sections relevant to their committee (see Appendices).
- 5 The Outturn is reported as part of the Statutory Accounts and is therefore subject to audit. The audited Accounts will be presented to the Audit and Governance Committee on 30 September 2024.

RECOMMENDATIONS

The Children and Families Committee:

1. Consider the factors leading to an adverse Net Revenue financial outturn of £8.2m against a revised budget of £81.9m (10.0%), for Children and Families Committee services.
2. Scrutinise the contents of Annex 1 and note that any financial mitigation decisions requiring approval will be made in line with relevant delegations.
3. Approve the Capital Budget Virements above £500,000 up to and including £5,000,000, as detailed in **Annex 1, Section 3 Capital Strategy, Table 3.**
4. Note that Finance Sub Committee will be asked to approve the Supplementary Capital Estimates (SCEs) over £1,000,000 and Capital Budget Virements over £5,000,000 in accordance with Financial Procedure Rules as detailed in **Annex 1, Section 3 Capital Strategy, Table 4.**

Reasons for Recommendations

- 6 Committees are responsible for discharging the Council's functions within the Budget and Policy Framework provided by Council. The Budget will be aligned with Committee and Head of Service responsibilities as far as possible.
- 7 Budget holders are expected to manage within the budgets provided by full Council. Committee and Sub-Committees are responsible for monitoring financial control and making decisions as required by these rules.

Access to Information

Contact Officer:	Adele Taylor, Interim Director of Finance and Customer Services (s151 Officer) adele.taylor@cheshireeast.gov.uk Paul Goodwin, Head of Finance & Deputy Chief Finance Officer paul.goodwin@cheshireeast.gov.uk
Appendices:	Annex 1 – Final Outturn 2023/24

Background Papers:	<u>Medium Term Financial Strategy 2023-27</u> <u>First Financial Review 2023/24</u> <u>Second Financial Review 2023/24</u> <u>Third Financial Review 2023/24</u>
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Final Outturn 2023/24

Children and Families Committee

June 2024

This report receives scrutiny and approval from Members of Cheshire East Council. As a public report, the Council welcomes feedback to the information contained here.

Anyone wanting to comment is invited to contact the Council at:

RandC@cheshireeast.gov.uk

Children and Families Committee

Contents

1. 2023/24 Final Outturn and Commentary

2. Corporate Grants Register

Table 1: Children and Families Committee Grants

Table 2: Delegated Decision Additional Grant Funding (Specific Purpose) £500,000 or less

Table 3: Delegated Decision Additional Grant Funding (General Use) £500,000 or less

Table 4: Delegated Decision Additional Grant Funding (General Use) previously named in the MTFS

3. Debt Management

4. Capital Strategy

Table 1: Capital Programme

Table 2: Delegated Decision - Supplementary Capital Estimates (SCEs)

Table 3: Requests for Supplementary Capital Estimates (SCEs) and Virements for Committee Approval

Table 4: Requests for Supplementary Capital Estimates (SCEs) and Virements for Finance Sub Committee Approval

5. Reserves Strategy

Children and Families Committee

1. 2023/24 Final Outturn and Commentary

2023/24	Revised Budget (NET)	Outturn	Variance	Forecast Variance FR3	Movement from FR3 to Outturn
	£000	£000	£000	£000	£000
Directorate	1,261	871	(390)	(159)	(231)
Children's Social Care	49,589	58,181	8,592	9,152	(560)
Strong Start, Family Help and Integration	7,166	6,182	(984)	(1,014)	30
Education & 14-19 Skills	23,857	24,885	1,028	2,018	(990)
Children's Services	81,873	90,119	8,246	9,997	(1,751)

Outturn Commentary:

The Children and Families outturn position is a £8.2m overspend, an improvement of £1.8m compared to the third review forecast of a £10.0m overspend. The service has focused on delivering the identified in-year mitigations and reducing spend further where possible, resulting in an improved outturn position. Use of grants has been maximised against eligible expenditure across the directorate; income has been maximised where possible; agency and locum costs have reduced as well as holding vacant posts; the number of cared for children reduced from 586 at the start of the year to 541 at the end, however the average number of children during the year remains high at 556.75 compared to an average of 539.75 in 2022/23.

	£m
Variance at Third Review	10.0
<i>Main Changes:</i>	
Drawdown of grant reserve in the directorate	-0.2
Reduced staffing and lower case reviews in Safeguarding	-0.1
Increase in recoveries for Direct Payments/ Early Help Independent Payments	-0.2
Reduced staffing costs in Children's Social Care	-0.2
Reduced locums in Educational Psychologists	-0.2
Catering increased income	-0.1

Transport lower costs	-0.1
Holding vacancies, increased income and lower spend within Education	-0.6
Other	-0.1
Outturn Variance	8.2

Note: There will be a review focussing on the specific areas where there were major variances to see whether they are a one-off variance, or if there is an underlying budget variance that needs to be addressed in 2024/25. Findings will be reported at the next Children and Families Committee meeting.

The DSG overspend for the year was £31.7m compared to the DSG management plan forecast overspend of £42.7m. The improvement of £10.6m was mainly due to a lower level of growth at 13.5% compared to 19% within the management plan. The total DSG deficit is £78.652m at the end of 2023/24.

	£m
DSG Deficit Brought Forward	46.9
In-year DSG overspend	31.7
Total DSG deficit at end of 2023/24	78.6

Children and Families Committee

2. Corporate Grants Register

- 2.1 Cheshire East Council receives two main types of Government grants; specific purpose grants and general use grants. Specific purpose grants are held within the relevant service with a corresponding expenditure budget. Whereas general use grants are held in central budgets with a corresponding expenditure budget within the allocated service area.
- 2.2 Spending in relation to specific purpose grants must be in line with the purpose for which it is provided.
- 2.3 **Table 1** provides a detailed listing of all Children and Families related grants, their movements between the reporting period and the treatment of the grant.
- 2.4 **Table 2** shows additional specific purpose grant allocations that have been received which are £500,000 or less and are for noting only.
- 2.5 **Table 3** shows additional general use grant allocations that have been received which are £500,000 or less and are for noting only.
- 2.6 **Table 4** shows Supplementary Revenue Estimate Requests for Allocation of Additional Grant Funding (General Use) previously named in the MTFS.

Table 1 – CORPORATE GRANTS REGISTER

Grants 2023/24	Original Budget	Revised Forecast FR3	Final Outturn	Change from Revised Forecast FR3	Treatment of Grant
	2023/24 £000	2023/24 £000	2023/24 £000	2023/24 £000	
CHILDREN & FAMILIES					
Specific Purpose (Held within Services)¹					
Dedicated Schools Grant	165,459	152,950	152,703	-247	
Pupil Premium Grant	4,500	4,958	4,923	-35	
Pupil Premium Plus - Post 16 Funding	0	56	56	0	
Sixth Forms Grant	2,729	2,892	2,883	-9	
Universal Infant Free School Meals (UIFSM)	1,732	1,928	1,926	-2	
Primary Physical Education Sports Grant	981	982	982	-0	
Teachers Pay Additional Grant	0	953	959	6	SRE
Teachers Pension Grant	0	111	112	1	SRE
COVID-19 Recovery Premium	0	900	742	-158	
School Led Tutoring Grant	0	295	288	-6	
School Improvement Monitoring & Brokering Grant - brought-forward	0	0	511	511	
School Improvement Monitoring & Brokering Grant - carried-forward	0	0	-364	-364	
Milk Subsidy	10	21	20	-1	
Schools' Supplementary Grant (Mainstream Schools Additional Grant)	2,548	2,543	2,543	0	
Senior Mental Health Lead Training Grant	0	2	16	13	SRE
Early Career Framework Grant	0	48	48	0	
S14 Experts and Mentors Programme Grant	0	7	15	8	SRE
Delivering Better Value in SEND	1,200	593	593	0	
Delivering Better Value in SEND - carried-forward	0	0	-475	-475	
Apprentice Incentive Scheme	0	2	0	-2	
Connect to the Classroom	0	3	0	-3	
National Professional Qualification Grant	0	10	10	0	
Early Years Supplementary Grant	0	1,262	1,261	-1	
Early Years Teachers Pay Additional Grant	0	87	87	0	
Mental Health Support / Return to Education Grant	0	0	21	21	SRE
Total Children & Families - Schools - Specific Purpose	179,159	170,603	169,861	-743	

Notes 2 - 5

Grants 2023/24	Original Budget	Revised Forecast FR3	Final Outturn	Change from Revised Forecast FR3	Treatment of Grant
	2023/24	2023/24	2023/24	2023/24	
	£000	£000	£000	£000	Notes 2 - 5
Asylum Seekers	788	3,647	3,576	-71	
Supporting Families (previously Tackling Troubled Families)	0	384	366	-18	
Supporting Families (Payments by Results) Upfront Grant	719	720	720	0	
Reducing Parental Conflict Grant	0	48	43	-5	
Adoption Support Fund	28	70	54	-16	
KS2 Moderation & KS1 Phonics	11	11	11	-0	
Skills & Lifelong Learning	903	897	951	54 SRE	
Supporting Families; Investing in Practice programme (Mockingbird Family Model)	0	0	11	11 SRE	
Remand Grant	20	107	107	0	
Domestic Abuse Safe Accommodation Housing Grant - brought-forward	0	0	271	271	
Domestic Abuse Safe Accommodation Housing Grant	650	663	663	0	
Domestic Abuse Safe Accommodation Housing Grant - carried-forward	0	0	-149	-149	
Holiday Activities & Food Programme Grant	900	896	752	-145	
Extension of the Role of Virtual School Heads to children with a social worker Implementation	118	118	84	-34	
Afghanistan Resettlement (Education) Grants	0	0	177	177 SRE	
Homes for Ukraine, education and childcare elements - brought-forward	0	0	1,223	1,223	
Homes for Ukraine, education and childcare elements	0	31	31	0	
Household Support Fund - brought-forward	0	0	171	171	
Household Support Fund	4,400	4,400	4,364	-36	
Hong Kong UK Welcome Programme (British Nationals)	0	53	40	-13	
Early Years - Delivery Support Fund	0	82	11	-71	
Early Years - Wraparound Childcare Programme	0	11	11	0	
Early Years - Professional Development Programme	0	8	21	14 SRE	
Early Years - Experts and Mentors Programme	0	4	11	8 SRE	
Early Years - Childminder Programme	0	12	12	0	
Family Hubs Transformation Funding - brought-forward	0	0	281	281	
Family Hubs Transformation Funding	0	248	433	185 SRE	
Family Hubs Transformation Funding - carried-forward	0	0	-492	-492	
Leaving Care Allowance Uplift Implementation Grant (New Burdens)	0	72	72	0	
Staying Close Award	0	602	602	0	
Supported Accommodation New Burdens Grant	0	174	174	0	
Enhance Programme Funding	0	150	150	0	
Safeguarding Partnership Reform Funding	0	0	47	47 SRE	
Sales, Fees and Charges	0	0	33	33 SRE	
Police and Crime Commission High Risk, High Harm project	0	0	42	42 SRE	
Youth Support Grant	0	0	8	8 SRE	
Crimebeat	0	0	1	1 SRE	
Workforce Development Fund	0	0	51	51 SRE	
Total Children & Families - Children's Services - Specific Purpose	8,537	13,408	14,935	1,527	

Grants 2023/24	Original Budget	Revised Forecast FR3	Final Outturn	Change from Revised Forecast FR3	Treatment of Grant
	2023/24	2023/24	2023/24	2023/24	Notes 2 - 5
	£000	£000	£000	£000	
General Use (Held Corporately)					
Social Care Support Grant (Children)	6,939	6,939	6,939	-0	
Staying Put Implementation Grant	0	130	130	0	
Extended Rights to Free Transport (Home to School Transport)	0	256	256	0	
Extended Personal Adviser Duty Implementation	0	57	57	0	
Extension of the role of Virtual School Heads	0	61	61	0	
Total Children & Families - General Use	6,939	7,443	7,443	-0	
TOTAL CHILDREN & FAMILIES	194,635	191,454	192,239	785	

Notes

- 1 The Dedicated Schools Grant, Pupil Premium Grant, Sixth Form Grant and Other School Specific Grant from the Education Funding Agency (EFA) figures are based on actual anticipated allocations. Changes are for in-year increases/decreases to allocations by the DfE and conversions to academy status.
- 2 SRE - Supplementary Revenue Estimate requested by relevant service.
- 3 ODR - Officer Decision Record to approve immediate budget change to relevant service.
- 4 Reserves - transfer to reserves at year end.
- 5 Balances - amount will be included as a variance to budget.

Table 2 – DECISION DELEGATED TO OFFICERS

Supplementary Revenue Estimate Requests for Allocation of Additional Grant Funding (Specific Purpose) £500,000 or less

Committee	Year	Type of Grant	£000	Details
Children and Families - Schools	2023/24	Teachers Pay Additional Grant (Specific Purpose)	6	Increase on Financial Review 3 forecast. This grant is from the Department for Education (DfE). In July 2023, the ESFA announced £482.5 million for schools through the teachers' pay additional grant (TPAG) in 2023 to 2024 to support schools to meet the costs of the 2023 to 2024 teachers pay award.
Children and Families - Schools	2023/24	Teachers' Pension Grant (Specific Purpose)	1	Increase on Financial Review 3 forecast. This grant is from the Education & Skills Funding Agency (ESFA). The teachers' pension employer contribution grant (TPECG) supports schools and local authorities with the cost of the increase in employer contributions to the teachers' pension scheme. Local authorities must follow the terms and conditions set out in the conditions of grant.
Children and Families - Schools	2023/24	Senior Mental Health Lead Training Grant (Specific Purpose)	13	Increase on Financial Review 3 forecast. This grant is from the Department for Education (DfE). The Department for Education (DfE) is offering a grant of £1,200 for eligible state-funded schools and colleges in England to train a senior mental health lead to develop and implement a whole school or college approach to mental health and wellbeing. This training is not compulsory, but it is part of the government's commitment to offer this training to all eligible schools and colleges by 2025. Grants will be provided to cover (or contribute to) the cost of attending a quality

Committee	Year	Type of Grant	£000	Details
				assured course and may also be used to hire supply staff whilst leads are engaged in learning.
Children and Families - Schools	2023/24	S14 Experts and Mentors Programme Grant (Specific Purpose)	8	Increase on Financial Review 3 forecast. This grant is from the Department for Education (DfE) with the view of offering early years support, delivered either face to face or virtually, by trained experts and mentors. The experts and mentors programme was rolled out nationally across England from September 2022, covering academic years 2022 to 2023 and 2023 to 2024. The experts and mentors programme supports private, voluntary or independent (PVI) nursery settings, maintained nursery schools and school-based nurseries.
Children and Families - Schools	2023/24	Mental Health Support / Return to Education Grant (Specific Purpose)	21	This is a new grant from the Department for Education (DfE). To promote the importance of good mental health in schools and embed a whole school approach to help achieve this.
Children and Families – Children’s Services	2023/24	Skills & Lifelong Learning (Specific Purpose)	54	Increase of Financial Review 3 forecast. This grant is from the Department for Education (DfE). Aim of the grant is to engage adults and provide the skills and learning they need to progress into, or within, work.
Children and Families – Children’s Services	2023/24	Supporting Families; Investing in Practice programme (Mockingbird Family Model) (Specific Purpose)	11	This is a new grant from the Department for Education (DfE). The Mockingbird programme aims to replicate the support available through an extended family network via fostering families.

Committee	Year	Type of Grant	£000	Details
Children and Families – Children’s Services	2023/24	Afghanistan Resettlement (Education) Grants (Specific Purpose)	177	This is a new grant from the Department for Education (DfE). It provides financial assistance to local authorities, in the form of the Afghanistan Resettlement (Education) Grant.
Children and Families – Children’s Services	2023/24	Early Years - Professional Development Programme (Specific Purpose)	14	Increase of Financial Review 3 forecast. This grant is from the Department for Education (DfE). Funding has been awarded that will be used to enable settings to provide overtime payments or hire agency staff so that practitioners can attend training, and funding towards admin costs incurred by the local authorities in administering the programme.
Children and Families – Children’s Services	2023/24	Early Years - Experts and Mentors Programme (Specific Purpose)	8	Increase of Financial Review 3 forecast. This grant is from the Department for Education (DfE). The experts and mentors programme supports private, voluntary or independent (PVI) nursery settings, maintained nursery schools and school-based nurseries.
Children and Families – Children’s Services	2023/24	Family Hubs Transformation Funding (Specific Purpose)	185	Increase of Financial Review 3 forecast. This grant is from the Department for Education (DfE). The Department for Education (DfE) launched the £12 million family hubs transformation fund in November 2021 to support local authorities in England to open family hubs.
Children and Families – Children’s Services	2023/24	Safeguarding Partnership Reform Funding (Specific Purpose)	47	This grant is a new grant from the Department for Education (DfE). The Department for Education (DfE) is investing more than £7 million, over the next 2 years to support local areas. The funding is to support changes to multi agency safeguarding

Committee	Year	Type of Grant	£000	Details
				arrangements and build a shared understanding between agencies.
Children and Families – Children’s Services	2023/24	Sales, Fees and Charges (Specific Purpose)	33	This grant is a new grant from the Department for Levelling-up, Housing and Communities (DLUHC). Legacy payment received relating to reduced income during covid due to restrictions.
Children and Families – Children’s Services	2023/24	Police and Crime Commission High Risk, High Harm project (Specific Purpose)	42	This grant is a new grant from the Home Office via the Police and Crime Commission. The funding is for the High Risk, High Harm project tackling domestic abuse.
Children and Families – Children’s Services	2023/24	Youth Support Grant (Specific Purpose)	8	This grant is a new grant from Middlewich Town Council. It is funding for the delivery of a youth club.
Children and Families – Children’s Services	2023/24	Crimebeat (Specific Purpose)	1	This grant is a new grant from the Home Office via the Police and Crime Commission. The funding is towards Anti-Social Behaviour projects.
Children and Families – Children’s Services	2023/24	Workforce Development Fund (Specific Purpose)	51	This grant is a new grant from the Department of Health and Social Care. The grant is disseminated by Skills for Care. It supports the provision of high-quality care and the continuing professional development (CPD) of staff across the adult social care sector by providing a contribution towards the costs of vocational learning.
Total Specific Purpose Allocations less than £500,000			680	

Table 3 – DECISION DELEGATED TO OFFICERS

Supplementary Revenue Estimate Requests for Allocation of Additional Grant Funding (General Use) £500,000 or less

Committee	Year	Type of Grant	£000	Details
Children and Families – Children’s Services	2024/25	Extended Rights to Free Transport (Home to School Transport) (General Use)	324	This funding is from the Department for Education. The Department for Education provides additional transport funding to local authorities to support children from low-income families to be able to attend schools further from home than the statutory walking distances. The funding is paid as a non-ring-fenced grant paid via the Department for Communities and Local Government under the Local Services Support Grant (section 31 of the Local Government Act 2003).
Total General Use Allocations less than £500,000			324	

Table 4 – DECISION DELEGATED TO OFFICERS

Supplementary Revenue Estimate Requests for Allocation of Additional Grant Funding (General Use) previously named in the MTFS

Committee	Year	Type of Grant	£000	Details
				On 22 nd February 2023 Council delegated authority to the Chief Finance Officer, to approve supplementary estimates if the value of any named grant changes from the figures contained within Appendix C, Annex 7 of the MTFS.
Children and Families – Children’s Services	2024/25	Social Care Support Grant (Children) (Specific Purpose)	8	Increase on the MTFS 2024-28 forecast. This grant is from the Department for Levelling-Up, Housing and Communities. The Social Care Grant is a grant provided to upper tier authorities for social care expenditure, on both adult and children’s social care. Additional funding was announced following the consultation on the provisional local government finance settlement which state it should be used where possible to invest in areas that help place children’s services on a sustainable financial footing.
Total Delegated Decision Specific Purpose Allocations previously named in the MTFS			8	

Children and Families Committee

3. Debt Management

	Outstanding Debt £000	Over 6 months old £000
Children and Families Committee		
Children's Social Care (Incl. Directorate)	219	0
Prevention and Early Help	141	(5)
Schools	24	(1)
	384	(5)

As at 31st March 2024, the majority of outstanding debt is under six months old. There is some debt over six months, netted off by credit notes, resulting in a credit balance.

Children and Families Committee

4. Capital Strategy

Table 1 Capital Programme

Children and Families											CAPITAL		
CAPITAL PROGRAMME 2023/24-2026/27													
Scheme Description	Total Approved Budget £000	Forecast Expenditure					Total Forecast Budget 2023/27 £000	Forecast Funding					Total Funding £000
		Prior Years £000	Outturn 2023/24 £000	Forecast Budget 2024/25 £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000		Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
Committed Schemes in progress													
Childrens Social Care													
Childcare Capital Expansion	749	0	0	749	0	0	749	749					749
Foster Carers Capacity Scheme	634	404	30	201	0	0	231					231	231
Crewe Youth Zone	4,826	395	0	3,331	1,100	0	4,431	2,231				2,200	4,431
Family Hubs Transformation	131	6	118	7	0	0	125	125					125
Children's Home Sufficiency Scheme	2,100	0	204	1,896	0	0	2,100					2,100	2,100
Strong Start, Family Help & Integration													
Beechwood Nursery Expansion	868	856	0	12	0	0	12					12	12
Early Years Sufficiency Capital Fund	1,036	913	30	93	0	0	123	123					123
Education and 14-19 Skills													
Adelaide Academy	904	39	17	848	0	0	865	695				170	865
Adelaide Heath Academy	120	0	120	0	0	0	120	120					120
Basic Need Grant Allocation	7,570	0	10	5,117	2,442	0	7,570	7,570					7,570
Brine Leas High School	701	1	4	696	0	0	700	700					700
Cledford House	100	0	11	89	0	0	100	100					100
Congleton Planning Area	4,521	639	3,882	0	0	0	3,882	1,688	1,833			361	3,882
Congleton Planning Area - Primary (1)	2,209	9	170	100	1,930	0	2,200	866	1,334				2,200
Congleton Planning Area - Primary (2)	628	66	507	55	0	0	562	562					562
Congleton Planning Area - Primary (3)	2,254	4	1	49	0	2,200	2,250	2,250					2,250
Devolved Formula Capital	1,892	0	360	893	330	310	1,892	1,886				7	1,892
Energy Efficiency Schemes	672	48	343	280	0	0	624	624					624
Expansion of Park Lane School (to expand 'in borough' SEN school placements)	4,628	4,610	18	0	0	0	18	4	14				18
Future Schemes - Feasibility Studies	250	0	25	225	0	0	250	250					250
Handforth Planning Area - New School	13,003	3	1	499	8,500	4,000	13,000	136	12,864				13,000
Holmes Chapel Secondary School	3,664	1,778	1,887	0	0	0	1,887	1,644	243				1,887
Little Angels Satellite Sites	29	3	18	8	0	0	26	26					26

Page 91

CAPITAL PROGRAMME 2023/24-2026/27

Scheme Description	Total Approved Budget £000	Forecast Expenditure					Total Forecast Budget 2023/27 £000	Forecast Funding					Total Funding £000
		Prior Years £000	Outturn 2023/24 £000	Forecast Budget 2024/25 £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000		Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
Committed Schemes in progress													
Macclesfield Academy Resource Provision	103	3	0	100	0	0	100	100					100
Macclesfield Planning Area - secondary	1,163	1,113	35	15	0	0	50		50				50
Macclesfield Planning Area - Secondary New	1,031	3	3	1,025	0	0	1,028	1,028					1,028
Macclesfield Planning Area - New School	1	1	0	0	0	0	0						0
Malbank High School	1,922	1,861	36	25	0	0	61	61					61
Mobberley Primary School	1,208	23	12	1,172	0	0	1,185	885			300		1,185
Monks Coppenhall SEN Expansion	123	142	-20	0	0	0	-20	-20					-20
Nantwich Planning Area (Primary)	9,061	515	218	7,328	1,000	0	8,546	5,526	3,020				8,546
Oakfield Lodge & Stables	50	0	12	38	0	0	50	50					50
Poynton Planning Area	1,500	0	13	487	1,000	0	1,500	697	803				1,500
Provision of Sufficient School Places - SEND	7,182	293	3,568	3,322	0	0	6,890	1,361				5,528	6,890
Puss Bank SEN Expansion	532	509	11	12	0	0	23					23	23
Provision of SEN Unit - Wistaston Primary School	1,506	6	163	1,337	0	0	1,500	1,200				300	1,500
Sandbach Boys School	20	0	20	0	0	0	20	20					20
Sandbach High School - Basic Need	1,767	1,773	-6	0	0	0	-6	-6					-6
Sandbach Boys School - Basic Need	1,710	1,703	8	0	0	0	8	8					8
Sandbach Primary Academy	1,583	0	106	1,477	0	0	1,583	1,583					1,583
Sandbach Planning Area (secondary - 300 places)	4	4	0	0	0	0	0						0
School Condition Capital Grant	7,874	789	265	2,820	2,000	2,000	7,085	7,085					7,085
SEN Free School 1	1	0	1	0	0	0	1	1					1
SEN Free School 2	1	0	1	0	0	0	1	1					1
SEN Placement Expn - Phase 2	4	4	0	0	0	0	0						0
Sen/High Needs Grant Allocation	5,379	158	10	5,211	0	0	5,222	5,222					5,222
Shavington Planning Area - Primary	8,040	131	25	625	5,000	2,259	7,909	5,549	2,360				7,909
Shavington Planning Area - Secondary	3,506	168	2,715	623	0	0	3,339	3,339					3,339
Special Provision Fund Capital Grant	722	603	29	91	0	0	119	113		6			119
Springfield Satellite Site (Dean Row)	6,112	807	5,127	178	0	0	5,305	4,505			800		5,305
The Dingle Primary School Expansion	1,395	67	1,068	260	0	0	1,328	1,328					1,328
Tytherington High School	2,500	0	172	28	2,300	0	2,500	2,500					2,500
Various SEN Sites - Small Works/Adaptations	150	0	0	150	0	0	150	150					150
Wheelock Primary School	2,411	11	190	2,210	0	0	2,400	1,890	510				2,400
Wilmslow High School BN	14,179	4,923	7,431	1,825	0	0	9,256	7,237	1,971		48		9,256
Wilmslow Primary Planning Area	626	1	0	625	0	0	625	125	500				625
Total Committed Schemes	136,857	25,383	28,967	46,135	25,602	10,769	111,473	73,884	25,502	6	300	11,781	111,473

CAPITAL PROGRAMME 2023/24-2026/27

Scheme Description	Forecast Expenditure						Total Forecast Budget 2023/27 £000	Forecast Funding					Total Funding £000
	Total Approved Budget £000	Prior Years £000	Outturn 2023/24 £000	Forecast Budget 2024/25 £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000		Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
New Schemes													
Education and 14-19 Skills													
New Satellite Special School - reuse of Cledford House	6,000	0	0	4,000	2,000	0	6,000	6,000					6,000
New Satellite school - site to be confirmed	9,000	0	0	3,000	4,500	1,500	9,000	9,000					9,000
New SEN places - Springfields Wilmslow/Dean Row	1,000	0	0	1,000	0	0	1,000	1,000					1,000
New SEN places - additional Alternative Provision Places	25	0	0	25	0	0	25	25					25
New SEN places - Resourced Unit at Leighton Primary	100	0	0	100	0	0	100	100					100
SEN New Free School - Westfields site	998	0	0	998	0	0	998	998					998
Westfields	1,000	0	0	1,000	0	0	1,000	1,000					1,000
Total New Schemes	18,123	0	0	10,123	6,500	1,500	18,123	18,123	0	0	0	0	18,123
Total Children and Families Schemes	154,980	25,383	28,967	56,258	32,102	12,269	129,596	92,008	25,502	6	300	11,781	129,596

Table 2 Delegated Decision - Supplementary Capital Estimates (SCEs)

Committee / Capital Scheme	Amount Requested £	Reason and Funding Source
Supplementary Capital Estimates that have been made up to £500,000		
Children and Families		
School Condition Grant	402,082	MTFS Capital included £2,000,000 estimate for 24-25 School Condition Grant. This has confirmed to be £2,402,082, an additional £402,802.
Total Supplementary Capital Estimates Requested	402,082	

Service / Capital Scheme	Amount Requested £	Reason and Funding Source
Capital Budget Virements that have been made up to £500,000		
Children & Families		
Education and 14-19 Skills		
New SEN places - additional Alternative Provision Places	25,000	Virement from High Needs Funding 24-25 to named project
New SEN places - to provide Resourced Unit at Leighton Primary Academy	100,000	Virement from High Needs Funding 24-25 to named project
Adelaide Academy	50,000	Virement from High Needs Funding 24-25 to increase current scheme to allow for additional SEN places
SEN New Free School - Westfields site	498,895	Virement from SEN Free School 1 to Westfields SEN New Free School project
SEN New Free School - Westfields site	499,200	Virement from SEN Free School 2 to Westfields SEN New Free School project
PSDS Schemes	167,777	Additional virement from School Condition Grant to Facilities Management to match fund PSDS schemes
Mobberley Primary School	250,000	Virement from High Needs Funding 24-25 to named project
School Condition projects	12,821	Virements to three school condition projects at outturn to cover additional costs to completion
High Needs projects	19,377	Funds to be returned to High Needs on closure of project
Congleton planning area	50,620	Virement from Basic Needs to support balance of costs on completion of project
Park Lane Expansion	18,000	Virement of surplus Special Provision Grant and s106 on completion of two projects to Park Lane expansion project to cover balance of costs on completion
Basic Need projects	31,880	Virements on completion of 3 projects to match in year spend with balance being returned to Basic Need
Total Capital Budget Virements Approved	1,723,570	
Total Supplementary Capital Estimates and Virements	2,125,652	

Table 3 Requests for Supplementary Capital Estimates (SCEs) and Virements for Committee Approval

Committee / Capital Scheme	Amount Requested £	Reason and Funding Source
Capital Budget Virements above £500,000 up to and including £5,000,000		
Education and 14-19 Skills		
Springfield Satellite Site (Dean Row)	594,989	Public Sector Decarbonisation works in connection to Dean Row part of a large scheme, necessitating the transfer of the relevant budget and grant.
New SEN places - Springfields Wilmslow/Dean Row Community Centre	1,000,000	Virement from High Needs Funding 24-25 to named SEN capital project
Westfields	1,000,000	Virement from High Needs Funding 24-25 to named SEN capital project
Nantwich Planning area	1,200,000	Virement from Basic Needs Funding 24-25 to increase budget for new Nantwich primary school
School condition projects	1,167,201	Virement from Childrens to Facilities Management for 24-25 school condition projects to be undertaken by Facilities Management
Total Capital Virements requested		4,962,190
Total Supplementary Capital Estimates and Virements		4,962,190

Page 96

Table 4 Requests for Supplementary Capital Estimates (SCEs) and Virements for Finance Sub Committee Approval

Committee	Amount Requested (£)	Reason and Funding Source
Supplementary Capital SCEs over £1,000,000		
Education and 14-19 Skills		
Safety Valve High Needs Funding allocation 24-25	16,574,250	Additional funding awarded to support SEN capital schemes as part of Safety Value support from DFE
Additional High Needs allocation for 23-24	4,125,537	Additional High Needs Capital funding awarded by DFE for 23-24 in March 24 not included within the MTFS
High Needs allocation for 24-25	1,677,718	New High Needs Capital funding awarded by DFE for 24-25 in March 24 not included in the MTFS
Total Supplementary Capital Estimates Requested	22,377,505	
Supplementary Capital Virements over £5,000,000		
Education and 14-19 Skills		
New Satellite Special School - reuse of Cledford House	6,000,000	Virement from High Needs Funding to named SEN capital project
New Satellite school - site to be confirmed	9,000,000	Virement from High Needs Funding to named SEN capital project
Total Supplementary Capital Virements Requested	15,000,000	
Total Supplementary Capital Estimates and Virements	37,377,505	

Children and Families Committee

5. Reserves Strategy

Children and Families Committee

Name of Reserve	Opening Balance 1 April 2023 £000	Forecast Movement in Reserves 2023/24 £000	Forecast Closing Balance 31 March 2024 £000	Notes
<u>Directorate</u>				
Childrens Directorate - Transformation Funding	779	(779)	0	Budgeted drawdowns as per MTFS 2023-27.
Childrens Directorate - C&F ED	422	(422)	0	Budgeted drawdowns as per MTFS 2023-27.
<u>Childrens Social Care</u>				
Domestic Abuse Partnership	146	(15)	131	To sustain preventative services to vulnerable people as a result of partnership funding in previous years. Reserve is partnership funded, so balance is ringfenced or returned to partners.
<u>Strong Start, Family Help and Integration</u>				
Troubled Fams Initiative	1,949	(356)	1,593	Crewe Youth Zone and ACT have been assigned funding from shared outcomes of the Supporting Families Programme.
Public Sector Transformation – contribution to Early Youth Inclusion Fund	57	(57)	0	Revenue grant carried forward, to be fully utilised in year.
Complex Dependencies	21	(21)	0	Revenue grant carried forward, to be fully utilised in year.
CHILDREN AND FAMILIES TOTAL	3,374	(1,650)	1,724	

Dedicated Schools Grant

The Dedicated Schools Grant (DSG) is ring-fenced funding received for: schools; high needs / special educational needs; and early years provision. In recent years there has been a pressure on the DSG high needs block where funding has not kept pace with the increasing numbers and cost of children with an education, health and care plan (EHCP). This has created a deficit DSG reserve balance which is held in an unusable reserve. The on-going pressure is regularly reviewed; the in-year deficit of £31.7m has increased the overall position to a deficit of £78.6m at the end of 2023/24. This was an improvement on the forecast due to a lower EHCP growth rate. The in-year deficit in 2024/25 is currently forecast at £51.3m, increasing the total deficit balance to £129.9m.

Dedicated Schools Grant Deficit	£m
Deficit Balance B/F	46.9
Additional In-year Pressures	31.7
Deficit Balance at 31st March 2024	78.6

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OPEN

Children and Families Committee

Monday, 3 June 2024

Service Budgets 2024/25 (Children & Families Committee)

Report of: Adele Taylor, interim Director of Finance and Customer Services (s151 Officer)

Report Reference No: CF/01/24-25

Ward(s) Affected: All Wards

Purpose of Report

- 1 This report sets out the allocation of the approved budgets for 2024/25 to the Children and Families Committee.
- 2 The report contributes to the Council's objective of being an open and enabling organisation.

Executive Summary

- 3 The Medium-Term Financial Strategy (MTFS) for Cheshire East Council for the four years 2024/25 to 2027/28 was approved by full Council on 27 February 2024.
- 4 Due to the unprecedented financial circumstances that the council finds itself in it was not possible to present a fully balanced budget for the medium term this time. The focus has been wholly on 2024/25 to ensure that effective scrutiny could be achieved in every area to work towards presenting a balanced position in February.
- 5 Service committees are being allocated budgets for 2024/25 in line with the approved MTFS. The financial reporting cycle will provide regular updates on progress on delivery of the budget change items, the forecast outturn position, progress on capital schemes, movement on reserves and details of any supplementary estimates and virements.

The timetable for 2024/25 was approved by Finance Sub-Committee on 22 March 2024 and is included at Appendix B.

- 6 In addition to the usual comprehensive reporting at First, Second and Third Financial Reviews (September, November and January cycles), in recognition of the Council's challenging financial position and the importance of achieving a balanced outturn, it has been agreed by the Finance Sub Committee that all service committee meetings during 2024/25 will receive an update report on the delivery of the approved budget policy change items. This will be based on the tables of budget policy items shown in Appendix A, for each respective committee, and will include RAG-rating and accompanying commentary as reviewed and approved by Corporate Leadership Team in respect of each item.
- 7 Appendix A contains the first update on progress against each revenue budget change item for 2024/25

RECOMMENDATIONS

The Children and Families Committee is recommended:

1. To note the decision of the Finance Sub-Committee to allocate the approved revenue and capital budgets, related budget policy changes and earmarked reserves to the Children and Families Committee, as set out in Appendix A.
2. To note the financial reporting timetable for 2024/25 set out in Appendix B as approved at Finance Sub-Committee on 22 March 2024.
3. To review progress on the delivery of the MTFs policy change items, the RAG ratings and latest forecasts, and to understand the actions to be taken to address any adverse variances from the approved budget.

Background

- 8 All councils are legally required to set a balanced budget each year. The MTFs was approved by full Council on 27 February 2024.
- 9 The MTFs includes a Report from the Chief Finance Officer in line with the Section 25(1) of the Local Government Finance Act 2003. This report confirms that the MTFs is balanced for 2024/25. The report also highlights the factors taken into account in arriving at this judgement including relevant financial issues and risks facing the Council during the medium term.

- 10 Finance Procedure Rules set limits and responsibilities for movement of funds, treating reserves as part of this overall balanced position. Any movement within this balanced position is treated as a virement. To increase the overall size of the MTFS requires a supplementary estimate, which must be backed with appropriate new funding and approved in line with the Procedure Rules.
- 11 To support accountability and financial control under the committee system the 2024/25 budget is being reported across the service committees based on their associated functions. This report sets out the allocation of the revenue and capital budgets and earmarked reserves to the relevant service committee in accordance with their functions.
- 12 Each committee function has been associated with a Director budget. Budget holders are responsible for budget management. Where a team supports multiple Directorates (most notably in Corporate Services) the budget remains with the Service Director and is not split; for example, Governance and Democratic Services budgets are aligned to the Corporate Policy Committee even though the activities of the team relate to services provided to all Directorates of the Council.
- 13 The financial alignment of budgets to each Committee is set out in Table 1 with further details in Appendix A.

Table 1: Revenue and capital budgets allocated to service committees as per the approved MTFS:

ALL COMMITTEES - Summary					
Service Area	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
	2024/25			2024/25	2024/25
	Expenditure £000	Income £000	Net £000	£000	Net £000
Adults and Health	223,849	-86,407	137,442	799	138,241
Children and Families	99,583	-10,620	88,963	38,908	127,871
Corporate Policy	111,416	-69,760	41,656	10,379	52,035
Economy and Growth	36,169	-8,227	27,942	80,263	108,205
Environment and Communities	65,291	-16,642	48,649	18,978	67,627
Highways and Transport	28,669	-12,839	15,830	66,452	82,282
Finance Sub-Committee	18,727	-3,500	15,227	0	15,227
Total Cost of Service	583,704	-207,995	375,709	215,779	591,488

- 14 The 2024-28 MTFS includes a net revenue budget of £375.7m and an approved capital programme of £215.8m for the financial year 2024/25. Further details on the schemes within the capital programme are provided in Appendix A.

- 15 Appendix A sets out the list of budget change items that were approved as part of the MTFs. All budget changes must be successfully delivered during 2024/25 to avoid a further overspend in the coming financial year. Detailed monitoring of these items will continue at every reporting opportunity and the Council's reporting 'masterplan' and committee work programmes will reflect reporting on the monitoring and delivery of all MTFs change items, including matters requiring consultation and/ or decisions. This will ensure regular reporting to Corporate Leadership Team and all service committees on implementation of the MTFs and achievement of savings, throughout the coming year. In addition to reporting at the formal 'financial review' points in the year, other progress reports will be scheduled for reporting to particular service committees, on their items as appropriate.
- 16 Appendix A sets out the capital programme tables by committee. The four-year capital programme includes investment plans of around £0.6bn. It is proposed that it will be funded through a mixture of Government grants, contributions from other external partners and Council resources. At present this programme is not affordable, with interest rates for borrowing at an average for the Council of 5.6% and a continuing need to borrow, the capital programme needs to be reduced significantly in order for the Council to be able the fund the schemes solely or partly funded by Council resources. The capital programme is currently being reviewed.
- 17 The 2024/25 budget was approved at full Council in February 2024 including the use of a further £11.7m of earmarked reserves in 2024/25 to balance the overall budget, as expenditure outweighed the income forecast. The low level of reserves and forecast further use of reserves to support the 2024/25 budget must be addressed as soon as possible. The headline reserves table, as included in the MTFs, is shown below:

	Opening Balance 2023/24 £m	Forecast Closing Balance 2023/24 as at MTFs Feb 2024 £m	Forecast Closing Balance 2024/25 as at MTFs Feb 2024 £m
General Reserves	14.1	1.1*	2.1*
Earmarked Reserves**	61.6	24.3	1.7
Total Revenue Reserves	75.7	25.4	3.8

* Closing balances are dependent on outturn at 31 March 2024 (see *Outturn Report 2023/24 for further updated final position for 2023/24*).

** As at the MTFs, all remaining Earmarked reserves excluding those held for ring-fenced purposes are being transferred into the General Fund reserve during 2024/25 to support the forecast deficit position (*this will be reviewed during 2024/25 following Outturn for 2023/24*).

The detail behind the earmarked reserve balances included in the table above, for the Children and Families Committee, is set out in Appendix A and is shown in the table below:

Name of Reserve	Opening Balance 2023/24 £000	Forecast Closing Balance 2023/24 as at MTFS Feb 24 £000	Forecast Closing Balance 2024/25 as at MTFS Feb 24 £000
Directorate			
Childrens Directorate - Transformation Funding	779	(779)	0
Childrens Directorate - C&F ED	422	(422)	0
Childrens Social Care			
Domestic Abuse Partnership	146	(146)	0
Strong Start, Family Help and Integration			
Troubled Families Initiative (<i>*ring-fenced reserve</i>)	1,949	(178)	(1,771)
Public Sector Transformation – contribution to Early Youth Inclusion Fund	57	(57)	0
Complex Dependencies	21	(21)	0
CHILDREN AND FAMILIES TOTAL	3,374	(1,603)	(1,771)

- 18 The Council must transform to create sustainable services and support infrastructure projects that reflect ‘whole life’ costs. This must cover the medium to long term and be backed by reserves that can manage any emerging risks. This is crucial if the Council is to maintain the value that local decision making can bring to local services.
- 19 The Chief Executive has taken the initiative to engage senior officers in a self-assessment of the Council against the Local Government Association (LGA) – Transformation Capability Framework. As requested by Members, the Council has also commissioned an LGA Corporate Peer Review which took place during March 2024. The outcome of these reviews will inform a programme of transformation activity across the Council during the 2024/25 year.
- 20 The transformation programme, needed to help address the financial deficit, as set out in the MTFS report, will focus on:
- (a) Reprioritisation, to create an opportunity to invest in critical areas but also disinvest from areas.
 - (b) Customer engagement and experience, through using technology to streamline service delivery enabling self-service available 24/7, whilst ensuring specialised support and guidance is given to those that need it.

- (c) Achieving value for money in and across all services, by reducing manual, repetitive tasks through automation of systems and processes.
 - (d) Reviewing organisational structures and operating models to maximise performance and outcomes.
 - (e) Developing the right skills and behaviours across the entire workforce to achieve high productivity levels.
 - (f) Achieving financial targets through the effective implementation of well informed and clear decisions informed by data and insight.
 - (g) Developing the Asset Management Plan to align it to service requirements and dispose of surplus assets.
- 21 Further background information on the reserves balances is available in the Reserves Strategy and the S.25 statement which was approved as part of the MTFS for 2024/25 at the Council meeting on 27 February (Appendix C: MTFS – Annex 13 (Reserves Strategy) and Page 16 (S.25 statement)).
- 22 The council has been in discussion with government for a number of months about particular specific financial issues, including increased demand and unfunded costs for special educational needs, and the continued financial uncertainty following the government’s announcement, in October 2023, of the cancellation of HS2 north of Birmingham and spending already incurred by the council in preparation for HS2 phase 2.
- 23 On 29 February 2024, the government announced some Exceptional Financial Support for Cheshire East Council. The support will be in the form of a capitalisation direction. It provides the council with the facility to spread the cost of any additional emerging pressures, up to £17.6m, to future years, effectively providing an alternative to use of reserves should the need arise. This reduces the risk of a Section 114 notice. The support is not in the form of cash. The council would need to pay back expenditure capitalised under this arrangement, in the longer term.
- 24 Reducing these financial risks will enable investment in providing the required organisational capacity and resources in 2024/25 for a council-wide transformational change programme, to create sustainability in the medium-term.
- 25 The table below summarises the estimated four-year position, as included in the MTFS. Early work on business planning for 2025/26 and future years is underway, as part of the Transformation Programme.

	Estimated Net Budget 2024/25 £m	Estimated Net Budget 2025/26 £m	Estimated Net Budget 2026/27 £m	Estimated Net Budget 2027/28 £m
Total Service Expenditure	360.5	380.2	399.1	417.1
Central Budgets:				
Capital Financing	28.5	43.0	57.1	69.8
Income from Capital Receipts	-1.0	-1.0	-1.0	-1.0
Use of Reserves	-12.2	-	-	-
Total Central Budgets	15.2	42.0	56.0	68.7
TOTAL: SERVICE + CENTRAL BUDGETS	375.7	422.2	455.2	485.9
Funded by:				
Council Tax	-287.1	-298.8	-310.6	-322.9
Business Rates Retention	-56.6	-56.6	-56.6	-56.6
Revenue Support Grant	-0.4	-0.4	-0.4	-0.4
Specific Unringfenced Grants	-31.6	-24.5	-24.5	-24.5
TOTAL: FUNDED BY	375.7	380.3	392.2	404.4
FUNDING POSITION	0.0	41.9	63.0	81.5

Consultation and Engagement

- 26 The annual business planning process involves engagement with local people and organisations. Local authorities have a statutory duty to consult on their budget with certain stakeholder groups including the Schools Forum and businesses. In addition, the Council chooses to consult with other stakeholder groups. The Council continues to carry out stakeholder analysis to identify the different groups involved in the budget setting process, what information they need from us, the information we currently provide these groups with, and where we can improve our engagement process.
- 27 Cheshire East Council conducted an engagement process on its Medium-Term Financial Plans through a number of stages running from January 2024 to Council in February 2024.
- 28 The budget consultation launched on-line on 9 January 2024, included details of the proposals against each Corporate Plan aim. This consultation was made available to various stakeholder groups and through a number of forums.

Reasons for Recommendations

- 29 In accordance with the Corporate Plan and the Policy Framework the Finance Sub-Committee has the responsibility to co-ordinate the management and oversight of the Council's finances, performance and risk management arrangements.
- 30 The Sub-Committee is responsible for allocating budgets across the service committees. This responsibility includes the allocation of revenue and capital budgets as well as relevant earmarked reserves.
- 31 The Sub-Committee has responsibilities within the Constitution to approve, or recommend for approval, virement and supplementary estimates that will amend the MTFFS. Such requests are brought to the Committee as they arise.

Other Options Considered

- 32 Not applicable.

Implications and Comments

Monitoring Officer/Legal

- 33 The legal implications surrounding the process of setting the 2024 to 2028 Medium-Term Financial Strategy were dealt with in the reports relating to that process.

Section 151 Officer/Finance

- 34 Contained within the main body of the report.

Policy

- 35 The Corporate Plan sets the policy context for the MTFFS and the two documents are aligned. Any policy implications that arise from activities funded by the budgets that this report deals with will be dealt within the individual reports to Members or Officer Decision Records to which they relate.

An open and enabling organisation
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Equality, Diversity and Inclusion

- 36 Under the Equality Act 2010, decision makers must show 'due regard' to the need to:

- 37 - Eliminate unlawful discrimination, harassment and victimisation;
- 38 - Advance equality of opportunity between those who share a protected characteristic and those who do not share it; and
- 39 - Foster good relations between those groups.
- 40 The protected characteristics are age, disability, sex, race, religion and belief, sexual orientation, gender re-assignment, pregnancy and maternity, and marriage and civil partnership.
- 41 Having “due regard” is a legal term which requires the Council to consider what is proportionate and relevant in terms of the decisions they take.
- 42 The Council needs to ensure that in taking decisions on the Medium-Term Financial Strategy and the Budget that the impacts on those with protected characteristics are considered. The Council undertakes equality impact assessments where necessary and continues to do so as proposals and projects develop across the lifetime of the Corporate Plan. The process assists us to consider what actions could mitigate any adverse impacts identified. Completed equality impact assessments form part of any detailed Business Cases.
- 43 Positive impacts include significant investment in services for children and adults (protected characteristics primarily age and disability).
- 44 The Corporate Plan’s vision reinforces the Council’s commitment to meeting its equalities duties, promoting fairness and working openly for everyone. Cheshire East is a diverse place and we want to make sure that people are able to live, work and enjoy Cheshire East regardless of their background, needs or characteristics.

Human Resources

- 45 Any HR implications that arise from activities funded by the budgets that this report deals with will be dealt within the individual reports to Members or Officer Decision Records to which they relate.

Risk Management

- 46 Financial risks are assessed and reported on a regular basis, and remedial action taken if and when required. Risks associated with the achievement of the 2024/25 budget and the level of general reserves were factored into the 2024/25 financial scenario, budget and reserves strategy.

Rural Communities

47 The report provides details of service provision across the borough.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

48 The report provides details of service provision across the borough.

Public Health

49 Public health implications that arise from activities that this report deals with will be dealt with as separate reports to Members or Officer Decision Records as required.

Climate Change

50 Any climate change implications that arise from activities funded by the budgets that this report deals with will be dealt within the individual reports to Members or Officer Decision Records to which they relate.

Access to Information	
Contact Officer:	Adele Taylor Interim Director of Finance and Customer Services (Section 151 Officer) adele.taylor@cheshireeast.gov.uk
Appendices:	A - Allocation of revenue and capital budgets, budget change items and earmarked reserves for the Children and Families Committee B – Financial Reporting Timetable 2024/25
Background Papers:	The following are links to key background documents: Medium-Term Financial Strategy 2024-2028

Service Budgets Appendix A

Children and Families Committee

Contents

Children and Families Committee Extracts

1. Allocation of Revenue and Capital Budgets
2. Approved Budget Policy Change items
3. Capital Programme
4. Earmarked Reserves

Children and Families Committee

1. Allocation of Revenue and Capital Budgets

CHILDREN and FAMILIES COMMITTEE - Summary					
Service Area	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
	2024/25	2024/25	2024/25	2024/25	2024/25
	Expenditure	Income	Net		Net
	£000	£000	£000	£000	£000
Directorate	-399		-399	0	-399
Children's Social Care	60,061	-1,488	58,573	6,156	64,729
Education and 14-19 Skills	27,091	-3,151	23,940	32,629	56,569
Strong Start, Family Help & Integration	12,830	-5,981	6,849	123	6,972
Total Cost of Service	99,583	-10,620	88,963	38,908	127,871

2. Approved Budget Policy Change items

MTFS Section 1 Ref No	Detailed List of Approved Budget Changes – Service Budgets (some of the budget change items have been separated out since the publication of the MTFS)	Budget Consultation Reference	2024/25 MTFS £m	2024/25 Forecast Outturn £m	Progress 2024/25 (RAG rating and commentary)	2025/26 £m	2026/27 £m	2027/28 £m
	Children and Families Committee		+9.909	+9.909		+6.470	+7.660	+7.447
15	Discretionary offer to children with disabilities	CF1	-0.900	-0.900	Green - On Track, project team progressing multiple improvements to redesign the service offer, ensuring consistency and efficiency.	-	-	-
16	Remove school catering subsidy	CF2	-0.516	-0.516	Amber - In Progress, rate uplift to be applied in Sep 2024 in order to cover the costs of the service through to the end of March 2025 when it ends.	-	-	-
17	Review of structure to further integrate children and families services	CF3	-1.000	-1.000	Amber - Delivery Planning in progress to address saving. Including: further Establishment review, service redesign, cross directorate risk management.	-0.200	-0.200	-
18	Reduce discretionary Post-16 Travel Support	CF4	-0.400	-0.400	Amber - Agreed by Committee so progressing, too early to confirm take-up so amber for now.	-	-	-
19	Achieve the Family Hub model	CF5	-0.250	-0.250	Green - Agreed by Committee so progressing, cross service savings with Facilities Management. Not going to be	-	-	-

MTFS Section 1 Ref No	Detailed List of Approved Budget Changes – Service Budgets (some of the budget change items have been separated out since the publication of the MTFS)	Budget Consultation Reference	2024/25 MTFS £m	2024/25 Forecast Outturn £m	Progress 2024/25 (RAG rating and commentary)	2025/26 £m	2026/27 £m	2027/28 £m
					delivered in year therefore alternative saving being found to cover this.			
20a	Other Service Reviews – Review of commissioned services across the C&F directorate. Review of the current Domestic Abuse Service	CF6	-0.100	-0.100	Completed.	-	-	-
20b	Other Service Reviews – Maximise grant allocation to cover all costs	CF6	-0.100	-0.100	Amber - Plan to explore current / future grants to ensure where T&Cs allow, contribution to fund base costs (e.g. staffing and on costs) is maximised.	-	-	-
20c	Other Service Reviews – Traded services	CF6	-0.050	-0.050	Amber - Part delivered but may need to look for alternative options to cover the remaining saving for this year.	-	-	-
21a	Reduce Growth in expenditure – review of high cost, low outcome external residential placements	CF7	-1.000	-1.000	Amber - Work underway to develop delivery plans for placements, sufficiency and market, as well as childrens homes and increasing foster carers.	-	-	-
21b	Reduce Growth in expenditure – increase commissioning approach to establish greater opportunities to provide	CF7	-0.400	-0.400	Amber - 16+ and 18+ Commissioning Plans / Market Shaping in Progress. Responding to increasing demand and complexity.	-	-	-

MTFS Section 1 Ref No	Detailed List of Approved Budget Changes – Service Budgets (some of the budget change items have been separated out since the publication of the MTFS)	Budget Consultation Reference	2024/25 MTFS £m	2024/25 Forecast Outturn £m	Progress 2024/25 (RAG rating and commentary)	2025/26 £m	2026/27 £m	2027/28 £m
	accommodation for +16 young people							
21c	Reduce Growth in expenditure – Foster Care	CF7	-0.250	-0.250	Amber - Developing a Delivery Plan to increase Foster Care provision.	-	-	-
21d	Reduce Growth in expenditure – reduced spend on expert assessment in court proceedings and services post public law proceedings	CF7	-0.250	-0.250	Amber - Establishing a Task & Finish Group to explore and develop processes and capacity to reduce costly Legal proceedings.	-	-	-
22	Pension Costs Adjustment		-0.515	-0.515	Completed.	-0.537	-	-
23	Growth to deliver statutory Youth Justice service, and growth to ensure budget is sufficient to meet Safeguarding Partnership duties		+0.170	+0.170	Green.	+0.005	-	-
24	Growth to provide capacity to deliver transformation for SEND		+0.500	+0.500	Green.	-	-	-
25	Wraparound Childcare Programme (funded)		+0.587	+0.587	Amber - Currently reviewing sufficiency and funding details to manage delivery within budget.	-0.309	-0.278	-
25	Wraparound Childcare Programme (funded)		-0.587	-0.587	Amber - Currently reviewing sufficiency and funding details	+0.309	+0.278	-

MTFS Section 1 Ref No	Detailed List of Approved Budget Changes – Service Budgets (some of the budget change items have been separated out since the publication of the MTFS)	Budget Consultation Reference	2024/25 MTFS £m	2024/25 Forecast Outturn £m	Progress 2024/25 (RAG rating and commentary)	2025/26 £m	2026/27 £m	2027/28 £m
					to manage delivery within budget.			
26	Legal Proceeding - Child Protection		+0.770	+0.770	Amber.	-	-	-
27	Growth in School Transport budget		+0.936	+0.936	Amber.	+1.501	+1.548	+0.476
28	Pay Inflation		+1.374	+1.374	Amber - Dependent on final agreed pay award.	+1.056	+1.082	+1.082
29	Use of Children & Families Transformation Reserve – reversal of 2023/24 use		+1.065*	+1.065*	Completed.	-	-	-
30	Growth in Childrens Placement costs		+10.825	+10.825	Amber - Will need to be closely monitored throughout the year to ensure that funding is sufficient to meet demand and complexity.	+4.645	+5.230	+5.889
31	Revenue costs for the Crewe Youth Zone (as above) aligned to Supporting Families Funding		-	-	Amber.	+0.400	-	-
31	Early Help budget to support funding towards the Crewe Youth Zone		-	-	Amber.	-0.400	-	-
32	SEND Capital Modification	NEW	TBC	TBC	Amber - Contingent upon wider asset management and associated timelines. Extensive work underway to plan and progress development			

MTFS Section 1 Ref No	Detailed List of Approved Budget Changes – Service Budgets (some of the budget change items have been separated out since the publication of the MTFS)	Budget Consultation Reference	2024/25 MTFS £m	2024/25 Forecast Outturn £m	Progress 2024/25 (RAG rating and commentary)	2025/26 £m	2026/27 £m	2027/28 £m
					opportunities. Captured as part of the Capital Program reported to Committee.			
33	Childrens Social Work Bank	NEW	TBC	TBC	Red - Various options currently being explored as part of wider C&F Establishment review and potential peripatetic resource options.			
34	Safe Walking Routes to School	NEW	TBC	TBC	Green - Features as part of School Transport Programme.			
35	Withdrawal of the CEC School Meals Service	NEW	TBC	TBC	Green - Features as part of School Catering subsidy project - CF2428-16.			

* Item represented a one-off spend in 2023/24. As it is not a permanent part of the budget, the value of the proposal is reversed in 2024/25.

3. Capital Programme

Children and Families													CAPITAL
CAPITAL PROGRAMME 2024/25-2027/28													
Scheme Description	Total Approved Budget £000	Forecast Expenditure					Total Forecast Budget 2024-28 £000	Forecast Funding					Total Funding £000
		Prior Years £000	Forecast Budget 2024/25 £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000	Forecast Budget 2027/28 £000		Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
Committed Schemes													
Childrens Social Care													
Childcare Capital Expansion	749	0	749	0	0	0	749	749	0	0	0	0	749
**Children's Home Sufficiency Scheme	2,100	50	2,050	0	0	0	2,050	0	0	0	0	2,050	2,050
**Crewe Youth Zone	4,826	396	3,330	1,100	0	0	4,430	2,230	0	0	0	2,200	4,430
Family Hubs Transformation (Early Years - C110120)	131	104	27	0	0	0	27	27	0	0	0	0	27
Total Children's Social Care	7,806	550	6,156	1,100	0	0	7,256	3,006	0	0	0	4,250	7,256
Strong Start, Family Help & Integration													
Early Years Sufficiency Capital Fund	1,036	913	123	0	0	0	123	123	0	0	0	0	123
Total Strong Start, Family Help & Integration	1,036	913	123	0	0	0	123	123	0	0	0	0	123
Education and 14-19 Skills													
Adelaide Academy	854	98	756	0	0	0	756	586	0	0	0	170	756
Basic Need Grant Allocation	9,035	1,210	5,383	2,442	0	0	7,825	7,825	0	0	0	0	7,825
Brine Leas High School	701	51	650	0	0	0	650	650	0	0	0	0	650
Cledford House	100	10	90	0	0	0	90	90	0	0	0	0	90
Congleton Planning Area	4,470	4,450	20	0	0	0	20	20	0	0	0	0	20
Congleton Planning Area - Primary (1)	2,209	179	100	1,930	0	0	2,030	730	1,300	0	0	0	2,030
Congleton Planning Area - Primary (3)	7,504	4	50	0	2,200	5,250	7,500	4,300	3,200	0	0	0	7,500
Devolved Formula Capital	1,280	0	340	330	310	300	1,280	1,280	0	0	0	0	1,280
Future Schemes - Feasibility Studies	250	0	250	0	0	0	250	250	0	0	0	0	250
Handforth Planning Area - New School	13,003	3	500	8,500	4,000	0	13,000	136	12,864	0	0	0	13,000
Macclesfield Planning Area - New School	4,001	1	0	0	0	4,000	4,000	0	4,000	0	0	0	4,000
Macclesfield Planning Area - Secondary New	1,031	3	1,028	0	0	0	1,028	1,028	0	0	0	0	1,028
Mobberley Primary School	958	33	925	0	0	0	925	625	0	0	300	0	925
Nantwich Planning Area (Primary)	7,861	715	6,146	1,000	0	0	7,146	4,126	3,020	0	0	0	7,146
Poynton Planning Area	1,500	20	480	1,000	0	0	1,480	677	803	0	0	0	1,480
Provision of Sufficient School Places - SEND	7,182	4,182	3,000	0	0	0	3,000	0	0	0	0	3,000	3,000
Provision of SEN Unit - Wistaston Primary School	1,506	306	1,200	0	0	0	1,200	900	0	0	0	300	1,200
Sandbach Primary Academy	1,583	200	1,383	0	0	0	1,383	1,383	0	0	0	0	1,383
SEN Free School 1	500	0	500	0	0	0	500	500	0	0	0	0	500
SEN Free School 2	500	0	500	0	0	0	500	500	0	0	0	0	500

CAPITAL PROGRAMME 2024/25-2027/28													
Scheme Description	Total Approved Budget £000	Forecast Expenditure					Total Forecast Budget 2024-28 £000	Forecast Funding					Total Funding £000
		Prior Years £000	Forecast Budget 2024/25 £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000	Forecast Budget 2027/28 £000		Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
Committed Schemes													
Schools Condition Capital Grant	8,000	0	2,000	2,000	2,000	2,000	8,000	8,000	0	0	0	0	8,000
Shavington Planning Area - New Primary School	8,040	181	600	5,000	2,259	0	7,859	5,544	2,315	0	0	0	7,859
Shavington Planning Area - Secondary	3,506	2,368	1,139	0	0	0	1,139	1,139	0	0	0	0	1,139
Springfield Satellite Site (Dean Row)	6,112	5,612	500	0	0	0	500	0	0	0	0	500	500
The Dingle PS Expansion (Was Haslington PA-Primary)	1,395	1,017	378	0	0	0	378	378	0	0	0	0	378
Tytherington High School	2,500	0	200	2,300	0	0	2,500	2,500	0	0	0	0	2,500
Various SEN Sites - Small Works/Adaptations	150	0	150	0	0	0	150	150	0	0	0	0	150
Wheelock Primary School	2,411	211	2,200	0	0	0	2,200	1,690	510	0	0	0	2,200
Wilmslow High School BN	14,179	12,643	1,536	0	0	0	1,536	778	710	0	0	48	1,536
Wilmslow Primary Planning Area	626	1	625	0	0	0	625	125	500	0	0	0	625
Total Education & 14-19 Skills	112,948	33,497	32,629	24,502	10,769	11,550	79,450	45,909	29,223	0	300	4,018	79,450
													0
Total Committed Schemes	121,790	34,961	38,908	25,602	10,769	11,550	86,829	49,038	29,223	0	300	8,268	86,829
Total Children and Families Schemes	121,790	34,961	38,908	25,602	10,769	11,550	86,829	49,038	29,223	0	300	8,268	86,829

4. Earmarked Reserves

Children and Families Committee

Name of Reserve	Opening Balance 1 April 2023 £000	Forecast Movement in Reserves 2023/24 £000	Opening Balance 1 April 2024 £000	Forecast Movement in Reserves 2024/25 £000	Transfer to General Fund Reserve £000	Final Balance 31 March 2025 £000	Notes
Directorate							
Childrens Directorate - Transformation Funding	779	(779)	0	0	0	0	Budgeted drawdowns as per MTFS 2023-27.
Childrens Directorate - C&F ED	422	(422)	0	0	0	0	Budgeted drawdowns as per MTFS 2023-27.
Childrens Social Care							
Domestic Abuse Partnership	146	(146)	0	0	0	0	To sustain preventative services to vulnerable people as a result of partnership funding in previous years. Reserve is partnership funded, so balance is ringfenced or returned to partners.
Strong Start, Family Help and Integration							
Troubled Families Initiative (<i>*ring-fenced reserve</i>)	1,949	(178)	1,771	(1,771)	0	0	Crewe Youth Zone and ACT have been assigned funding from shared outcomes of the Supporting Families Programme.
Public Sector Transformation – contribution to Early Youth Inclusion Fund	57	(57)	0	0	0	0	Revenue grant carried forward, to be fully utilised in year.
Complex Dependencies	21	(21)	0	0	0	0	Revenue grant carried forward, to be fully utilised in year.
CHILDREN AND FAMILIES TOTAL	3,374	(1,603)	1,771	(1,771)	0	0	

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Appendix B - Financial Reporting Timetable

Report	Financial Cycle	Committee	When
Companies Financial Statements 2022/23	Reporting	Audit and Governance	May 2024
Service Budgets 2024/25	Planning	All Service Committees	June 2024
Local Government Pension Scheme and Cheshire Pension Fund update June 2024	Reporting	Finance Sub Committee / Pension Committee	June 2024 / TBC
Medium Term Financial Strategy Assumptions and Reporting Cycle for 2025-29	Planning	Finance Sub Committee	June 2024
Financial Management Code - compliance with the Code	Reporting	Finance Sub Committee	June 2024
Financial Outturn 2023/24	Reporting	All Committees / Council	June 2024 July 2024 (Council)
Draft Statement of Accounts 2023/24	Reporting	Audit and Governance	July 2024
Companies Draft Statements of Accounts 2023/24	Reporting	Audit and Governance	July 2024
First Financial Review 2024/25	Monitoring	All Committees / Council	September / October 2024 October 2024 (Council)
Companies First Financial Review 2024/25	Monitoring	Finance Sub Shareholder Working Group	TBC
Medium Term Financial Planning Assumptions	Planning	Finance Sub Committee	September 2024

Appendix B - Financial Reporting Timetable

Report	Financial Cycle	Committee	When
Final Statement of Accounts 2023/24	Reporting	Audit and Governance / Council	September 2024 October 2024 (Council)
Audit of Accounts 2023/24 - report from A&G Committee to Council on main items from the external auditors report	Reporting	Audit and Governance / Council	September 2024 October 2024 (Council)
Companies Audited Financial Statements 2023/24	Reporting	Audit and Governance / Council	September 2024 October 2024 (Council)
Local Government Pension Scheme and Cheshire Pension Fund update September 2024	Monitoring	Finance Sub Committee / Pension Committee	September 2024 / TBC
Medium Term Financial Strategy Consultation for 2025/26-2028/29 - launch	Planning	Corporate Policy Committee	October 2024
Financial Management Code - interim update	Monitoring	Finance Sub Committee	November 2024
Second Financial Review 2024/25	Monitoring	All Committees / Council	November 2024 December 2024 (Council)
Companies Second Financial Review 2024/25	Monitoring	Finance Sub Shareholder Working Group	TBC
Medium Term Financial Strategy Consultation 2025/26-2028/29 - committees to review their respective Service proposals	Planning	All Committees	November 2024

Appendix B - Financial Reporting Timetable

Report	Financial Cycle	Committee	When
Council Tax Base 2025/26	Reporting	Corporate Policy Committee / Council	November 2024 December 2024 (Council)
Third Financial Review 2023/24	Monitoring	All Committees / Council	January / February 2025 February 2025 (Council)
Medium Term Financial Strategy Consultation 2024/25 to 2027/28 plus Provisional Settlement	Planning	All Committees	January / February 2025
MTFS Strategies - Treasury Mgt, Investment, Capital and Reserves	Planning	Finance Sub Committee / Council	January 2025 February 2025 (Council)
Local Government Pension Scheme and Cheshire Pension Fund update December 2024	Monitoring	Finance Sub Committee / Pension Committee	January 2025 / TBC
Companies Third Financial Review 2024/25	Monitoring	Finance Sub Shareholder Working Group	TBC
Medium Term Financial Strategy 2024/25-2027/28 - including any supplementary updates	Reporting	Corporate Policy Committee / Council	February 2025
Local Government Pension Scheme and Cheshire Pension Fund update March 2025	Monitoring	Finance Sub Committee / Pension Committee	March 2025 / TBC
Service Budgets 2025/26	Planning	Finance Sub Committee	March 2025

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APPENDICES 1a AND 2a OF THIS REPORT ARE NOT FOR PUBLICATION

By virtue of paragraph 2 of Part 1 Schedule 1 of the Local Government Act 1972.

Children and Families Committee**3 June 2024****Children and Families Capital Programme –Capital schemes (including new, named and amended schemes and School Condition Programme)**

Report of: Claire Williamson - Director of Strong Start, Family Help and Integration**Report Reference No: CF/17/24-25****Ward(s) Affected: All Wards****Purpose of Report**

1. To update the Committee on progress delivering the school capital programme for 2024/25 and approve progression of the projects and named schemes that are detailed in the appendices.
2. To provide Committee with an overview of schemes undertaken and on those schemes that have been completed over the last year.
3. To ask committee to delegate authority to the Executive Director of Childrens Services to deliver the Childrens and Families 2024/25 capital programme in a timely manner and assist the council to meet its statutory responsibility to ensure sufficiency of school places.
4. To ask the Committee to delegate authority to the Director of Childrens Services to allocate uncommitted funds to projects for the purpose of supporting additional pupil places and SEN schemes, and to approve any Virements and enter into any grant agreements as necessary in order to deliver these projects. Where necessary such decisions to be made in consultation with the Chief Finance Officer in accordance with the Finance Procedure Rules.

5. Significant work is being undertaken closely with corporate finance leads to effectively manage capital expenditure, ensure value for money against available funding streams and make appropriate variations to MTFS block funding as schemes progress to fully costed schemes. The current economic climate and demands to meet carbon reductions are adding to funding pressures as schemes progress and such factors are outlined in detail in paragraph 21 of this report.

Executive Summary

6. As the strategic commissioner of school places, Cheshire East Council has a statutory duty to ensure that there are sufficient places in our schools to meet the needs of residents. Having the right educational placement for all children and young people is key to supporting children and young people to achieve their potential and to develop the range of skills and experiences they need to equip them for adulthood.
7. As strategic commissioner we are also required to ensure we have sufficient provision for pupils with special educational needs. Due to the increasing level of complexities of children and young people identified through assessment, the demand for specialist SEN places continues to increase and is most acute in SEN special schools. We are currently over-reliant on high cost out of borough independent schools to meet the needs of children and young people with complex needs which can also include long travel journeys. Therefore, increasing local specialist provisions is essential to enable us to deliver high quality local schools for our children and young people and at the same time reduce revenue costs.
8. Appendices 1 and 1a – Medium Term Finance Strategy (MTFS) – Capital Programme 2024/25

These Appendices set out the detailed programme of the identified schemes and future proposals which were included in the MTFS and highlights the following: -

- Changes to the 2024/25 programmes
- New schemes included from June 2024 and fully funded from grant funding.
- A funding allocation identified to allow for small works/adaptations to support pupils with Special Educational Needs
- A funding allocation identified to support feasibility schemes for future projects and help determine viability and indicative costings.
- Where applicable, details of schemes within block allocations that have now been detailed as named schemes.
- Stage of works currently being progressed (June 2024)

- Rational for any changes since the report to Children and Families Committee on the September 2023
- Budget uplifts
- Details of unallocated funding (June 2024)

9. Appendices 2 and 2a provide a detailed overview of the changes to the capital programme including the new, named and amended schemes and the proposed works to be instructed from the block funding allocations.

10. Appendix 3 – School Condition Allocation

This Appendix outlines the schemes included in the 2024/25 School Condition Programme and highlights the following: -

- Details of individual schemes
- Details of block allocation for in-year emerging priorities to address urgent Health and Safety issues and/or to prevent school closures.
- Details of a block allocation to progress with feasibility assessments for a programme to replace oil fired boilers.
- Details of a block allocation to undertake any necessary surveys in order to comply with legislation and ensure the safety of our school buildings.

11. The school condition allocation can only be used for maintained, foundation and voluntary controlled schools. Academies have access to the Condition Improvement Fund and Voluntary Aided settings are funded via LCVAP (locally co-ordinated voluntary aided programme), both of these grants are distributed by the Department for Education direct to Academy Trusts and the Diocesan Authorities.

12. It is very much hoped that committee can recognise the significant work undertaken by officers to effectively manage this capital investment in our schools and work within existing financial processes linked to the MTFS. There is much to celebrate in achieving a comprehensive programme of capital investment in Cheshire East schools to allow families to attend a successful and local school of their choice. An overview of schemes undertaken and completed is provided in appendix 4.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Agree the allocation of the Children and Families Capital funding as approved in the budget by full council on 27 February 2024 to the schools and projects as set out in Appendices 1 and 1a.
2. To approve the new, named and amended schemes as detailed in Appendices 2 and 2a.
3. Delegate authority to the Executive Director of Childrens Services to determine the school sites and works to be instructed from the block allocations set out in appendices 2 and 2a and take all steps to deliver those works.
4. To approve the school condition programme of schemes as detailed in Appendix 3.
5. Delegate authority to the Executive Director of Childrens Services to determine the school sites and works to be instructed from the block funding allocations set out in Appendix 3 and take all steps to deliver these works.
6. Delegate authority to the Executive Director of Childrens Services to approve uplifts to project costs of individual schemes approved in the Capital Programme to a maximum of 20% of the approved capital budget or £500,000 whichever is the lesser sum.
7. Delegate authority to the Executive Director of Childrens Services to allocate uncommitted funds to enable the progression of feasibility studies, design development and project delivery, where projects will be for the purpose of supporting additional pupil places and SEN schemes.
8. Delegate to the Executive Director of Childrens Services the authority to approve Virements and where necessary enter into grant agreements with Academies and Diocesan bodies to facilitate the delivery of the projects identified in the Children and Families Capital Programme.
9. To note that the Executive Director of Childrens Services will provide a regular update to committee on the implementation of the Children and Families Capital Programme and the exercise of the delegations set out in this report.
10. To note the overview of schemes undertaken and those completed over the last year as detailed in Appendix 4.

Background

13. The various funding streams which are utilised to support the capital investment into our schools include Basic Need Grant (DfE funded), Schools Condition Allocation Grant (DfE funded), High Needs Provision Capital Fund (DfE funded), developer contributions under s106 Town and County Planning Act 1990 and Approved Council Prudential Borrowing. Many of the grant allocations received from the DfE are based upon annual returns which the Council completes outlining our levels of need.
14. The position regarding uncommitted grant funding as is set out in table 1 below. This information is provided to reassure the Committee that where changes are required to financial allocations to agreed schemes, there are available budgets to fully fund such changes.

Table 1

Grant/Funding details	Unallocated Funding
	£000
Basic Need Grant Allocation	6,796
Schools Condition Capital Grant 2024/25 - Announced April 2024	2,402
High Needs Provision Capital Fund (HNPCF) - Announced April 2024	5,803
High Needs Provision Capital Fund (HNPCF) - Safety Valve Capital bid Announced May 2024	16,574
Total	31,575

15. The DfE provides basic need capital grant funding to local authorities to support them to meet their statutory responsibility to ensure there are enough school places available in their area for every child aged 5 to 16, as set out under section 14 of the 1996 Education Act. The annual 'School Capacity Survey' return (SCAP) as submitted to DfE in July provides the summary of priority areas where additional places are needed, and this is used to generate basic need allocations.

16. The DfE provides School Condition Allocations (SCA) on an annual basis for local authority-maintained schools only which provides the Council with the mechanism to maintain/improve school building infrastructures. In line with DfE guidance, investment should be prioritised on keeping school buildings safe and in good working order by tackling poor building condition, building compliance, energy efficiency, safeguarding concerns as well as health and safety issues. An indicative budget for the anticipated 2024-25 School Condition Allocation (SCA) grant of £2m was included in the Medium-Term Financial Strategy (MTFS) 2024-2, which was approved at full council in February 2024. Following the announcement from the DfE in April 2024, the 2024/25 School Condition Allocation was confirmed as £2.4m.
17. The DfE have provided High Needs Provision Capital Fund to meet the capital costs associated with providing new places and improving existing provision for children and young people with complex needs, who have Education, Health and Care plans (EHCPs), and where appropriate, other children and young people with SEND who do not have an EHCP.
18. Following the announcement from the DfE on 26 March 2024, the 2023 to 2025 High Needs Provision Capital Fund Allocation was confirmed as £5.8m.
19. In January 2024, Cheshire East Children and Families Service, submitted its application for Safety Valve Capital Funding, this included 2 x 60 place SEND primary schools, 20 place expansion of Springfield (Wilmslow), 1 x 14 place SEN unit and additional funding to support further resource provisions and SEN units within mainstream settings across the borough. On 1 May 2024, the DfE confirmed that the majority of the application had been approved and the Council has been allocated an additional £16,574,250 of grant funding to support these proposals.
20. The critical themes which combine to potentially result in an increase to any budget envelope for our named capital schemes are outlined below.
 - a. Inflation – whilst it is recognised that the overall inflation rate is now falling, some building associated costs are showing higher rates than this which is impacting on overall costs.
 - b. Planning requirement – during the planning process, there are often conditions included in the grant of a planning permission that must be complied with and result in additional costs being added to the overall budget.
 - c. Design and development – as schemes progress from an initial feasibility stage, associated costs may change as a result of more detailed investigations due to the outcomes of required surveys and ground conditions/stability.

- d. Carbon Neutral – the Council is committed to being carbon neutral by 2027 which results in capital build schemes being required to modify buildings to align with this expectation. Due to demand the costs of greener technologies such as Air Source Heat Pumps have significantly increased and when these are installed there can be the additional cost of increasing electricity supplies to a site.
 - e. School infrastructure/condition – any scheme will attempt to improve certain conditions of existing buildings and/or to ensure existing infrastructure has the capacity to cope with the increase of school places. Meeting catering /dining hall requirements or additional toilets are examples of common infrastructure changes.
21. The delivery of more SEN schemes will ultimately support the Council's ambitions to provide more in borough specialist school placements to support its residents whilst helping the Directorate with its management plan in reducing the overall deficit within its dedicated schools grant budget.

Consultation and Engagement

22. Prior to and during the scoping and progression of capital programmes of work, engagement events, both formal and informal take place to seek views and feedback from key stakeholders on proposed schemes. Such events involve meetings with Headteachers/Governors both individually and across planning areas, briefings for local members as well as structured consultations.
23. In accordance with the guidance issued by the Department for Education, making significant Changes ('prescribed alterations') to maintained schools, formal consultation is undertaken as required on all schemes where specific criteria are met. Similar national guidance applies to academies; Department for Education, making significant changes to an open academy.
24. Detailed records of consultations are kept for all schemes where formal consultation is required, and the feedback received is carefully considered as part of the finalisation of a scheme to ensure community views are considered.

Reasons for Recommendations

25. The necessity to commit to the significant capital investment in our schools set out in Appendices 1, 1a, 2, 2a and 3, is fundamentally in response to our statutory requirement to provide sufficiency of school places for Cheshire East families. Failure to meet this requirement would result in increased anxieties in families being unable to attend a local school and added competition between schools many of whom set their own admission arrangements. The recommendations seek approval from Committee to progress with these priority schemes and allocate funding accordingly and to delegate authority to

the Executive Director of Children Services to take decisions to deliver the schemes which allows for the effective management of each of these programmes of work in a timely manner.

26. The delegated authority to the Executive Director of Childrens Services to approve uplifts to project costs of individual schemes approved in the Capital Programme to a maximum of 20% of the approved capital budget or £500,000 whichever is the lesser sum, will ensure that schemes are progressed in a timely way and to provide updates to committee as required. Where the decision process includes financials or contracts, this will be done in consultation with the Chief Finance Officer.
27. Committee have been previously informed about the current pressures on funding which are resulting in costs of scheduled schemes increasing due to a range of factors, these can include additional costs as a result of planning conditions, high costs resulting from low carbon build standards, increasing costs of materials, rising costs of raw materials etc.

Other Options Considered

28. The option to do nothing and consequently not increase mainstream and special school provisions across the borough would result in a failure to meet our statutory duties as a commissioner of school places and incur increasing costs for out to borough SEN places.
29. There is an option that officers continue to provide individual committee reports and seek individual decisions or delegations for each scheme within Appendices 1, 1a, 2, 2a and 3. This does not allow for flexible working to deliver schemes or to react to individual emergencies or needs. It is also time consuming for Officers and the Committee.
30. In each of the schemes in Appendices 1 and 1a, detailed consultations are planned or will have taken place with school leaders, local ward members and local school communities to ensure that feedback and option appraisals are thorough and take into account local views. These processes will identify a range of options in terms of identifying schools to expand. Consultation responses are available as required to show that there is a robustness and openness in the process.
31. In terms of SEN programmes of works, the option to continue to place SEN learners in placements out of borough or in independent specialist provisions is not considered appropriate as this will result in a continuation of financial pressures on the High Needs DSG budget. This approach aligns with the detailed work undertaken as part of the 'Developing Better Value' (DBV) programme to increase local provisions which reduce travel costs and time and offers increased value for money.
32. The service works closely with colleagues in the Council's Assets team to identify other potential local sites to address the forecast need for specialist school places across the borough and the provision of funding to undertake

feasibilities for future schemes is requested as per the recommendation detailed in appendices 2 and 2a.

33.

Option	Impact	Risk
The option to do nothing and not increase mainstream and special school provisions across the borough	This would result in a failure to meet our statutory duties as a commissioner of school places and occur increasing costs for out to borough SEN places	High Risk
The option not to do nothing and not progress the school condition programme	This could result in the closure of schools and/or failure to address health and safety risks and safeguarding issues	High Risk

Implications and Comments

Monitoring Officer/Legal

34. The committee terms of reference state:

“2.3 discharging the Council’s functions and powers in relation to the provision of education and Schools Forum.

2.6 discharging the Council’s functions in relation to Special Educational Needs and/or Disability (SEND).”

35. The Committee under 2.3 must be assured that the report on the school capital programme is an accurate reflection of and gives effect to the Council’s obligation to provide sufficient education provision in our area. The evidence to support the need is usually encapsulated in the schools sufficiency plan. The capital programme should give effect to the sufficiency plan and must be assessed against that plan. The committee should satisfy itself of the need by reference to the sufficiency plan.

36. It is a constitutional requirement for the committee to review the school’s capital programme each year.

Chapter 3 – Part 4: Section 4

“3.16 Major recurring programmes of capital expenditure will require a detailed annual report to be submitted to the relevant Service Committee covering all the schemes within each programme of works and will include total projected cost, expenditure profile and the full financial implications, both capital and revenue. This will include, but not be limited to, the programmes

for Schools & Corporate Landlord Planned Maintenance, ICT Investment and the Local Transport Plan. The Council may determine specific virement responsibilities for such recurring programmes.

3.17 The Capital Programme will distinguish between committed expenditure from schemes already approved, recurring programmes and new proposals, both medium and longer term.”

And

“3.21 Council will approve the re-profiling of spend on approved capital schemes across financial years and carry forward of slippage/accelerated spend into future financial years as part of the budget process in February.”

37. The committee may consider if the updating information contained in the sufficiency plan and capital programme should be sequenced to ensure the committee has all the relevant up to date information and ensure compliance with paragraphs 3.16,3.17 and 3.21 as set out in paragraph 36 above.
38. The committee must be clear what information on the capital programme is being reported and if the committee are proposing to authorise further elements of the programme it will require specific, precise recommendations or decisions. The committee may place on its work programme a forward looking report to assess the programme and/or seek to monitor progress.
39. The report identifies a number of block allocations and seeks delegations to the Executive Director of Childrens Services to enable expenditure from those allocations to take forward surveys and design work to inform future schemes at the consultation stage or to enable efficient actions to meet immediate SEN needs or as a result of emergency works. A commitment has been made to report back on the decisions made to expend these funds from time to time.
40. The report seeks to delegate the Executive Director of Childrens Services the ability to take decisions to enter into grant agreements with Academies and Diocesan Bodies to take forward capital works in circumstances where funding is received for this purpose and/or is allocated by the Council to assist with capital expansion/refurbishment for example in circumstances where the Council is seeking to increased SEN provision. A commitment has been made to report back on decisions made to expend funds in such a manner.
41. The Committee must satisfy itself that the proposed increases in budget are justified, proportionate, and represent value for money for the taxpayer.
42. If additional cost is incurred on any project it must impact on other possible proposals, the committee must have a clear understanding of the impact of authorising additional funding and the potential impact on the wider programme.

Section 151 Officer/Finance

43. Funding for Children and Families capital programme is through a range of routes with the main ones relating to the use of the 'Basic Need' grant along with agreed Section 106 developer funding for education to mitigate the need for additional school places due to the impact of new housing. In addition to this external DfE grant has been allocated that supports SEN/High Needs schemes including provision of additional places. There is an annual allocation of School Condition funding, but this can only be used for local authority-maintained schools.
44. The Authority receives differing allocations of Basic Need grant which is based upon our submitted annual SCAP return. This funding is used to meet the additional places required in priority planning areas as referenced in the SCAP. Following the announcement from the DfE on 28 March 2023, the 2023/24 Basic Need allocation was confirmed as £2.442m. There have been no further Basic Need allocations at the time this report was written.
45. The School Condition Grant allocation is based on the number of maintained schools within the authority and can change subject to the number of schools that have converting to an academy or an academy order has been submitted.
46. The DfE provides School Condition Allocations (SCA) on an annual basis for local authority-maintained schools only and provides the council with the mechanism to maintain/improve school building infrastructures. In line with DfE guidance, investment should be prioritised on keeping school buildings safe and in good working order by tackling poor building condition, building compliance, energy efficiency, safeguarding concerns as well as health and safety issues.
47. An indicative budget for the anticipated 2024-25 School Condition Allocation (SCA) grant of £2m was included in the Medium-Term Financial Strategy (MTFS) 2024-28, which was approved at full council in February 2024. Following the announcement from the DfE in April 2024, the 2024/25 School Condition Allocation was confirmed as £2.4m. The increase of the budget will be reported as part of the Provisional Outturn report for 2023/24 that will be presented at Corporate Policy Committee on the 13 June 2024.
48. Following the announcement from the DfE on 26 March 2024, the 2023 to 2025 High Needs Provision Capital Fund Allocation was confirmed as £5.8m.
49. In January 2024, Cheshire East Children and Families Service, submitted its application for Safety Valve Capital Funding, this included 2 x 60 place SEND primary schools, 20 place expansion of Springfield (Wilmslow), 1 x 14 place SEN unit and additional funding to support new SEND satellite schools, SEND school places, SEN units and Resource provisions within mainstream settings across the borough. On 1 May 2024, the DfE confirmed that the majority of the application had been approved and the Council has been allocated an additional £16,574,250 of grant funding to support these proposals.

- 50. The new schemes detailed in the appendices 2 and 2a will be funded from the uncommitted Basic Need and High Needs Provision Capital Funding allocation.
- 51. The schemes with budget uplifts detailed in appendices 2 and 2a will be funded from the uncommitted Basic Need and High Needs Provision Capital funding.
- 52. The schemes and block allocations named in Appendix 3, are fully funded from the School Condition Block allocation, also approved at council on 27 February 2024 as part of the Medium-Term Financial Strategy (MTFS) 2024-25.
- 53. Capital grants have conditions that specify what they can be used for. If a scheme does not go ahead any spend incurred on that scheme would need to be written off to revenue.

Policy

- 54. Local authorities are under a duty to ensure sufficiency of school places in their area (section 14 of the Education Act 1996) and over the last 5 years, the percentage of parents receiving one of their three preferences has remained very strong and above the national average.
- 55. The programme of works for additional SEN special school provision would support the council in meeting its duty to provide sufficient school places. The SEND Code of Practice requires us to consult with parental preference schools and parents have a right to appeal where we are unable to name their preference school through the tribunal process.

<p>An open and enabling organisation.</p>	<p>A council which empowers and cares about people</p> <p>Support all children to have the best start in life.</p> <p>Increase opportunities for all children and young adults with additional needs.</p> <p>Ensure all children have a high quality, enjoyable education that enables them to achieve their full potential (Include which aim and priority)</p>	<p>A thriving and sustainable place</p> <p>Reduce impact on the environment.</p> <p>Thriving urban and rural economies with opportunities for all</p> <p>Be a carbon neutral council by 2027</p>
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Equality, Diversity and Inclusion

- 56. Equality Impact Assessments are completed informally and formally to determine the varying needs of learners and their families to be able to

access schools. Such factors are built into all stages of the progression of a scheme.

Human Resources

57. There are no direct human resource implications for the council, but if any additional school provision forms part of a current maintained school, the local authority will work with the school in the appointment of additional specialist staffing to ensure high quality staffing is achieved, both teaching and non-teaching. Levels of support will be dependent upon buy back of certain services including Hr and payroll.

Risk Management

58. As outlined in the finance section, the DfE have confirmed capital funding grants which allows for the virement of funding. This funding is already available and therefore is not reliant on future funding allocations.

59. Appendices 1 and 1a, outlines the availability of unallocated funding. This does reduce levels of risk where scheme costs are increasing. However, we often have no ability to predict future grant allocations.

60. Force Majeure – The global Covid pandemic has identified that there can be some risks that on impact cannot be mitigated against and will inevitably cause some delay, disruption, and any additional costs.

Rural Communities

61. The creation of additional school places would potentially bring benefit to rural communities in that it will result in residents having a more reasonable travel distances to transport pupils if a local school place cannot be met.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

62. In accordance with the programme to provide additional school places within Cheshire East, the schemes as outlined will provide more spaces for young people to learn and develop friendships with other local children within a local school thus promoting local community cohesion.

63. The school organisation service wherever possible will directly involve the young people in some of the design elements of schools as well as decision making with the appointment of sponsors for new schools.

Public Health

64. There are no direct implications for public health however, some children and young people currently travel significant distances to access the specialist provision they may require. This can have an impact on their emotional wellbeing and can significantly lengthen the school day. The successful applications for new SEN free schools will mean more vulnerable children

getting a placement in their local area thus keeping supporting their needs within their local community.

65. By reducing the distances which children are having to make to attend school the programme of works as outlined will also help reduce congestion on the roads and therefore reduce emissions improving the air quality and making a better local environment to live in.
 - Any increase in SEND provision will require strategic joint commissioning of specialist health services to ensure resources for such services as physiotherapy are sufficient to meet increased demand as more localised school places are generated.

Climate Change

66. Providing additional school places will enable Cheshire East children the ability to secure at place at their local school thus reducing the need to travel outside of the area which will reduce energy consumption.
67. Cheshire East Council are very aware of their environmental education and stewardship role and are very interested in promoting sustainability in general.
68. Cheshire East Council is committed to being carbon neutral by 2025 and our capital build schemes are required to align with this expectation.
69. It is noted that any funding is for a capital project and not for the ongoing revenue costs. Therefore, as part of the detailed design process, the design team will be exploring how the expansion could be designed to minimize future running costs. Systems that save on energy consumption will be considered, particularly for electricity, with absence detection being the preferred lighting strategy.

Access to Information	
Contact Officer:	Joanne Prophet Joanne.prophet@cheshireeast.gov.uk
Appendices:	Appendix 1 – Children and Families Capital Programme Appendix 1a Appendix 2 – Summary of changes to Children and Families Capital Programme June 2024 Appendix 2a Appendix 3 – School Condition Programme 2024-25 Programme of Works

	Appendix 4 – Overview of Completed schemes
Backgr ound Papers:	<p>1. Full Council, 27 February 2024</p> <p>RECOMMENDATION FROM CORPROATE POLICY COMMITTEE: MEDIUM-TERM FINANCIAL STRATEGY 2024-28</p> <p>The MTFs was approved at Full Council Meeting – 27 February 2024, specifically appendix c pages 382 and 383 which covers Children and Families capital programme</p> <p>72. Recommendations from Corporate Policy Committee: Medium Term Financial Strategy 2024 https://moderngov.cheshireeast.gov.uk/ecminutes/documents/s115133/CPC%20Minute%20Extract%20CPC.pdf https://moderngov.cheshireeast.gov.uk/ecminutes/documents/s115121/APPENDIX%20C%20-%20MTFS%202024-2028.pdf</p> <p>2. Children and Families Committee 18 September 2023</p> <p>29. Pupil Place Planning Sufficiency Report https://moderngov.cheshireeast.gov.uk/ecminutes/documents/s108967/1.%20Pupil%20Place%20Planning%20Sufficiency%20Report.pdf https://moderngov.cheshireeast.gov.uk/ecminutes/documents/s108971/Appendix%204%20FiveYear%20Plan.pdf</p> <p>34. Children and Families Capital Programme – Implementation of Capital Schemes https://moderngov.cheshireeast.gov.uk/ecminutes/documents/s108957/11.%20Capital%20Programme%20Implementation.pdf</p>

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	Changes June 2024	School/Scheme Description	Scheme details	Stage of Work - May 2024	Number of Places being created	Changes	Changes Funded	Approved MTFS February 2024						Funding/Changes required		Funding stream additional monies to be funded from/Notes	
								Total Approved Budget	Prior Years	Forecast Budget 2024/25	Forecast Budget 2025/26	Forecast Budget 2026/27	Forecast Budget 2027/28	Total Forecast Budget	Total New Funding/Changes required June 2024		Scheme Totals
								£000	£000	£000	£000	£000	£000	£000	£000		£000
1	Uplift costs	Adelaide Academy	Expansion Scheme - Additional places - additional costs following scheme changes and inclusion of additional toilets	Detailed design	20	Budget uplift due to rising costs and amends to design to address the wider needs of pupils attending	Yes	854	98	500	256	0	0	854	50	904	
	No change	Adelaide Heath Academy	Additional Places - Internal remodelling works	Complete	10									0			Scheme complete 2023/24
	Funding Line	Basic Need Grant Allocation		Grant allocation										0		0	
	No change	Brine Leas High School	Phase 2 - Phase 2 of expansion scheme to address accommodation shortfalls/infrastructure	Detailed design				701	51	650	0	0		701			Scheme due to be completed during 2024/25
	No change	Cledford House (feasibility)						100	10	90				100			
	No change	Congleton Planning Area	Congleton High School - 150 places, Eaton Bank School - 150 places and funding to support EMP	Complete	300			4,470	4,450	20	0	0		4,470		4,470	Scheme complete 2023/24
	No change	Congleton Planning Area - Primary (1)	Scheme and school to be determined	Concept	105			2,209	179	230	1,800	0		2,209		2,209	
	No change	Congleton Planning Area - Primary (2)	Buglawton Primary School	Complete				625	625	0	0	0		625		625	Scheme complete 2023/24
	No change	Congleton Planning Area - New School (3)	Giants wood new primary school - 210 places - once timeline to commence with new school is agreed budget figure will need to be amended once scheme is costed	Concept	210			7,504	4	50	450	4,046	2,954	7,504		7,504	
	Funding Line	Devolved Formula Grant		Grant funding (schools)										0		0	
	No change	Future Schemes - Feasibility	Schemes to be determined	Feasibility				250		250				250		250	
	No change	Handforth Planning Area - New school - HFG	HFGV - potential all through school - Budget figure will need to be amended once timeline for HFGV is agreed and scheme is costed	Concept				13,003	3	500	8,500	4,000		13,003		13,003	
	No change	Holmes Chapel Planning Area - Holmes Chapel Secondary School	Holmes Chapel Secondary School - 150 places and 14 place RP	Complete	150			3,625	3,625	0	0	0		3,625		3,625	Scheme complete 2023/24
	No change	Macclesfield Planning Area - New School	SMDA new primary school - Budget figure will need to be updated once a timeline for SMDA is agreed	Concept				4,001	1	0	250	1,250	2,500	4,001		4,001	
	No change	Macclesfield Planning Area - Secondary	Potential schemes to support additional places in in Macc Secondary schools	Concept				1,031	3	1,028	0	0		1,031		1,031	
	No change	Middlewich Planning Area		On hold				2	2	0	0	0		2		2	
2	Budget uplift	Mobberley Primary School	Capital receipt less costs is lower that anticipated plus the estimated costs for the project has increased	Outline Design				958	33	325	600	0		958	250	1,208	Basic need/School condition allocation
	No change	Monks Coppenhall SEN Expansion		Complete	7			127	127	0	0	0		127		127	Scheme complete 2023/24
	No Change	Nantwich Planning Area - Primary - Kingsley Fields New Primary School	Kingsley Fields new primary school - 210 places	Detailed Design	210			7,861	715	3,500	3,646	0		7,861		7,861	Ongoing legal issue regarding site is causing delay
6	New scheme/Named scheme	New SEN places - Springfields Wilmslow/Dean Row Community Centre - 20 additional places	Scheme added following successful safety valve bid. Feasibility to be undertaken. Anticipated cost to deliver 20 additional SEN places at Springfield Wilmslow, reusing Dean Row Community Centre. Budget figure will need to be updated once scheme costed	Feasibility	20	Funding to deliver 20 additional SEN places at Springfield Wilmslow, reusing Dean Row Community Centre - Funded from unallocated Special Provision Capital Fund Grant	Yes								1,000	1,000	HNPCF
7	New scheme	New SEN places - New scheme to support additional Alternative Provision Places - Scheme/sites to be determined, funding to initially support feasibilities	Scheme added following successful safety valve bid. Feasibility to be undertaken. Feasibility only at this stage. Budget figure will need to be updated once scheme costed	Concept	40	Funding to undertake feasibility	Yes								25	25	HNPCF
8	New scheme/Named scheme	New SEN places - New Scheme to provide Resourced Unit at Leighton Primary Academy	Scheme added following successful safety valve bid. Feasibility to be undertaken. Academy Trust has undertaken consultation.	Feasibility	20	Funding to provide a new Resourced unit at Leighton Primary academy	Yes								150	150	HNPCF
	No change	Provision of Sufficient School Places - SEND - Springfield Crewe	Springfield Crewe	Construction/hearing cd	80			7,182	4,182	3,000	0	0		7,182		7,182	Springfield Crewe scheme due to be completed August 2024
	No change	Provision of SEN Unit - Wistaston Academy, C	Wistaston Academy - Specialist Resource Unit for up to 24 pupils	Construction	24	Approved MTFS 20/02/23 - Sept 23 Scheme description changed to reflect named scheme - Budget uplifted by £100K to reflect the cost information provided by the academies consultants and funded from unallocated High needs		1,506	306	1,200	0	0		1,506		1,506	Scheme on site
	No change	Sandbach Primary Academy	Sandbach Primary School - Additional 105 Places	Feasibility	105	Named Scheme - Budget split to fund both Sandbach Primaries Expansion Schemes (Wheelock Primary and Sandbach Primary Academy) plus £300k additional from unallocated basic need to fund scheme as per costs provided by the academies design team		1,583	200	1,383				1,583		1,583	Scheme on site
	Funding line	Schools Condition Capital Grant		Grant allocation										0		0	
	Funding Line	SEN/High Needs Capital Allocation		Grant allocation										0		0	
12	Scheme on hold due to developers going into administration	Shavington Planning Area - New Primary Sch	Basford East new primary school - 210 places. Budget figure will need to be updated once scheme costed	Feasibility	210	No changes at this point just updates to profiling as scheme on hold	N/A	8,040	181	600	2,250	5,000		8,031		8,031	On hold
	No change	Shavington Planning Area - Secondary - Shavington Secondary	Shavington Secondary School - 150 places plus 14 place RP	Nearing completion	150			3,507	2,368	1,139	0	0		3,507		3,507	Scheme due for completion Summer 2024, with completion of 14 place RP October 2024
	Funding Line	Special Provision Fund Capital Grant		Grant allocation										0		0	
	No change	Springfield Satellite Site		Complete	80			6,112	5,612	500	0	0		6,112		6,112	Scheme complete 2023/24
	No change	The Dingle PS Expansion	Additional 70- Places at the Dingle Primary	Complete	70			1,395	1,017	378	0	0		1,395		1,395	Scheme complete 2023/24
	No change	Tytherington High School	150 additional places	Detailed design	150	Macclesfield Planning Area - Secondary - Budget Split to name Tytherington Scheme		2,500	0	2,000	500			2,500		2,500	
	No change	Various SEN sites- Small works/adaptations						150		150				150		150	
	No change	Wheelock Primary School	Wheelock Primary School - Additional 105 places	Detailed design	105	Previously Block funding for Sandbach Planning area now 2 named schemes - Budget split to fund both Sandbach Primaries Expansion Schemes (Wheelock Primary and Sandbach Primary Academy) - Budget uplift following detailed design work		2,411	211	1,800	400	0		2,411		2,411	Scheme due to commence on site during 2024
	No change	Wilmslow High School		Complete	300			14,179	12,643	1,536	0	0		14,179		14,179	Scheme Complete 2024/25
	No change	Wilmslow Primary Planning Area	400k of funding developer contribution which is assigned to NAPs	Concept	45			626	1	0	625	0		626		626	
Total					2411			96,512	36,647	20,829	19,277	14,296		96,503	1,475	97,177	

Grant/Funding details	Unallocated Funding
	£000
Basic Need Grant Allocation	6,796
Schools Condition Capital Grant 2024/25 - Announced April 2024	2,402
High Needs Provision Capital Fund (HNPCF) - Announced	5,803
High Needs Provision Capital Fund (HNPCF) - Safety Valve Capital bid Announced May	16,574
Total	31,575

NB - Section 106 developer contributions are in addition to the above grant funding from the DfE and will be applied to the funding of individual schemes relevant to the s106 agreement. This will be detailed against the individual schemes as part of the reporting process

Appendix 2 – For publication

Item	Change to be Approved	School	Detail	Funding	Cost
1.	Budget Uplift	Adelaide Academy (Crewe)	Budget uplift due to rising costs and amends to design to address the wider needs of pupils attending	Budget uplift fully funded from unallocated HNPCF	£50000
2	Budget Uplift	Mobberley Primary School	Capital receipt less costs is lower than anticipated plus the estimated costs for the project has increased	Fully funded from unallocated BN/SCA	£250,000
6.	New scheme/Named scheme	New SEN places - Springfields Wilmslow/Dean Row Community Centre - 20 additional places	Scheme added following successful safety valve bid. Feasibility to be undertaken. Anticipated cost to deliver 20 additional SEN places at Springfield Wilmslow, reusing Dean Row Community Centre. Budget figure will need to be updated once scheme costed	Fully funded from unallocated HNPCF	£1,000,000
7.	New scheme	New SEN places - New scheme to support additional Alternative Provision Places - Scheme/sites to be determined, funding to initially support feasibilities	Scheme added following successful safety valve bid. Feasibility to be undertaken. Feasibility only at this stage. Budget figure will need to be updated once scheme costed.	Fully funded from unallocated HNPCF	£25,000
8.	New scheme/Named scheme	New SEN places - New Scheme to provide Resourced Unit at Leighton Primary Academy	Scheme added following successful safety valve bid. Feasibility to be undertaken. Academy Trust has undertaken consultation.	Fully funded from unallocated HNPCF	£150,000
12.	Scheme on hold due to developers going into administration	Shavington Planning Area - New Primary School	No changes at this point just updates to profiling as scheme on hold	N/A	

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Appendix 3

2024-25 Schools Condition Programme (Maintained Schools Only)	
Unspent 2023-24	£628,179.00
Confirmed 2024-25 School Condition Allocation grant	£2,402,082.00
Total Available Funding	£3,030,261.00

Condition priorities recommended for approval		Total Estimate	Previous year approved allocation	Current Year Allocation 2024/25	Notes
Various Schools	Contribution to Public Sector Decarbonisation Schemes	£773,095.00	£675,000.00	£98,095.00	Due rising costs of ASHP/PSDS costs have risen and additional contribution is required to support the scheme
Vernon Primary	Demolition of Horsa Hut and Playground works	£325,000.00	£275,000.00	£50,000.00	Scheme included in previous years programme, this is to address the demolition of the Horsa hut which is a H&S issue within the site.
Brierley Primary school	Reroofing scheme	£350,000.00		£350,000.00	School to be informed and Scheme costs to be confirmed
Havannah Primary School	Reroofing scheme	£165,000.00		£165,000.00	Identified from CEC Condition Survey. School to be informed and Scheme costs to be confirmed
Havannah Primary School	Boiler replacement	£45,000.00		£45,000.00	Identified from CEC Condition Survey. School to be informed and Scheme costs to be confirmed
Buglawton Primary School	Reroofing scheme	£100,000.00		£100,000.00	Problems identified following recent capital project. School to be informed and Scheme costs to be confirmed
Buglawton Primary School	Heating improvements	£40,000.00		£40,000.00	Identified from CEC Condition Survey. School to be informed and Scheme costs to be confirmed
Ruskin School	Roofing to Main Block - Ventilation Tower	£80,000.00		£80,000.00	Identified from CEC Condition Survey. School to be informed and Scheme costs to be confirmed
Sound and District Primary	Window replacement scheme (listed building)	£50,000.00		£50,000.00	School to be informed and Scheme costs to be confirmed
Sound and District Primary	Fire Alarm System - Detection and EML	£50,000.00		£50,000.00	Identified through annual inspection. School to be informed and Scheme costs to be confirmed
Hurdsfield Primary	Conversion from Water Tanks to Mains supply	£30,000.00		£30,000.00	Further investigation required but school have reported ongoing problems with hot water supply.
Chelford Primary	Heating improvements	£30,000.00		£30,000.00	Identified from CEC Condition Survey. School to be informed and Scheme costs to be confirmed
Alderley Edge Primary School	Safeguarding/fencing	24,106		£24,106.00	Scheme costs confirmed
Vine Tree Primary School	Heating improvements	£55,000.00		£55,000.00	Identified from CEC Condition Survey. School to be informed and Scheme costs to be confirmed
		£2,117,201.00	£950,000.00	£1,167,201.00	

2024/25 School Condition Allocation grant element funding - Schemes detailed above recommended for approval	<i>Recommended for approval</i>
Condition Assessments - recommended for approval to proceed with surveys	<i>Recommended for approval</i>
Project Management fee's - recommended for approval	<i>Recommended for approval</i>

£1,167,201.00
£50,000.00
£50,000.00

Total Schemes

£1,267,201.00

Total unallocated

£1,763,060.00

Unallocated funding to support in year emerging priorities 2024/25 recommended for approval (Emergency H&S, statutory compliance, avoidance of school closures etc. Surveys and feasibilities to establish future years priorities etc) - Director of Childrens Services/Head of Service to determine and approve ODR's and grant agreements	<i>Recommended for approval</i>
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£1,763,060.00

Total Committed and Recommended for approval

£3,030,261.00

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Appendix 4

Children And Families - Schemes completed over the last 12 months.

- Black Firs Primary, Congleton – Increased their PAN from 40 to 45, additional classroom and remodelling works were undertaken increasing the capacity to 315 places.
- Buglawton Primary, Congleton – Works were recently completed to formalise the capacity of the school from 206 to 210 places.
- Congleton High school, Congleton - Expansion scheme to provide 150 additional secondary places for years 7-11.
- Eaton Bank school, Congleton – Expansion scheme to provide 150 additional secondary places for years 7-11.
- Holmes Chapel Secondary school, Holmes Chapel - Expansion scheme to provide 150 additional secondary places for years 7-11.
- Holmes Chapel Secondary school, Holmes Chapel – Scheme to provide 14 place resource provision.
- The Dingle Primary school, Haslington - Expansion scheme to provide 70 additional primary places for years 5-11.
- Wilmslow High school, Wilmslow – Significant expansion and remodelling scheme to provide 300 additional secondary places for years 7-11.
- Springfield school, Wilmslow – Scheme to provide 80 place SEN satellite school.
- Monks Copenhall Academy, Crewe - Scheme to provide 7 place resource provision.
- Adelaide Heath, Knutsford – Expansion scheme to provide additional SEN school places

We are currently on site at: -

- Springfield school, Crewe – Expansion scheme to provide 80 additional SEN places – This scheme will be complete in readiness for September 2024
- Wistaston Academy, Crewe – Scheme to provide 24 place SEN unit.
- Shavington Academy (Secondary), Shavington - Expansion scheme to provide 150 additional secondary places for years 7-11 – This scheme is due for handover imminently.
- Shavington Academy (Secondary), Shavington – Scheme to provide 14 place resource provision – This scheme will be complete October 2024.



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Children and Families Committee**3 June 2024****Academisation of Cledford Primary
School, George VI Avenue, Middlewich****Report of: Deborah Woodcock, Executive Director of Children's
Services****Report Reference No: CF/05/24-25****Ward(s) Affected: Middlewich****Purpose of Report**

- 1 This report sets out the arrangements in place to support the intended academy conversion of Cledford Primary School to become part of the Alexandra Academy Trust. The report provides the necessary assurances to enable the Committee to consider their support for the conversion.
- 2 The report is connected to the Council's Corporate Plan 2021-25 priorities:
 - (a) an open and enabling organisation ensuring that there is transparency in all aspects of council decision making.
 - (b) a council which empowers and cares about people by supporting all children to have the best start in life and ensuring all children have a high quality, enjoyable education that enables them to achieve to their full potential.

Executive Summary

- 3 The Children and Families Committee on 12 July 2021, approved a process by which a school would convert from a local maintained school to an academy. The Committee delegated authority to certain officers to enable delegated decisions to be taken by them subject to a number of exemptions.
- 4 The proposed conversion does not fall into any of the exemptions approved by Committee. However, Committee approval is sought for the academisation of the school as it is a significant decision in terms of the effects of the

decision on communities living or working in an area comprising one ward or electoral divisions.

- 5 The academisation of a school removes it from the control of the local authority and transfers it a charitable trust. The staff and assets of the school are all transferred to the charity with the school building and land being leased to them by the Council on a 125-year lease, with the charitable trust receiving funding direct from the Government.

RECOMMENDATIONS

The Childrens and Families committee is recommended to:

1. Authorise the Executive Director of Children's Services in consultation with the Chief Finance Officer and the Monitoring Officer to take all steps necessary to agree and execute the Commercial Transfer Agreement (Appendix 1) to the Alexandra Academy Trust relating to the transfer of all staff under the Transfer of Undertakings (Protection of Employment) Regulations 2006, and assets.
2. Authorise the Executive Director of Place and Chief Finance Officer to take the steps necessary to agree the required transactions in relation to land, facilities or shared use agreements as are necessary in order to facilitate the conversion, including (but not limited to) the grant and completion of a lease (see Appendix 2) to the Alexandra Academy Trust for 125 years substantially in the form of the model lease produced by DfE at a peppercorn rent. The school site is identifiable as shown on the accompanying redline lease plan (see Appendix 3).

Background

- 6 The introduction of the Academies Act in 2010 enabled schools to apply to the Secretary of State to convert to an Academy. The effect of becoming an Academy is to remove the school from the control of the local authority and enables them to become a publicly funded independent state school which is directly funded by the Department of Education. Academies are run by academy trusts which are charitable companies limited by guarantee.
- 7 The Council is under a statutory duty to facilitate the academisation of schools and are expected to work constructively with academies so that the conversion takes place within a specified time period. Local authorities liaise with regional schools' commissioners, schools and academy trusts to transfer the school's assets and liabilities to the academy trust. This includes agreeing a lease for the land and buildings occupied by the school. A commercial transfer agreement between the local authority, the school governing body and the academy trust records the assets and liabilities (such as existing contracts and staff) that the academy trust is acquiring.

- 8 Cledford Primary School is a Community school. A community school is maintained by the Council and the Council are the owners of the land, building, equipment and the ultimate employer of the school staff. The school applied to the Department for Education to become an academy and the DFE granted an Academy Order on 19 December 2023 (see Appendix 4) for the school to convert to an Academy on 1 September 2024.
- 9 Cledford Primary School is in Middlewich, Cheshire. School capacity is 420 pupils; there are currently 300 pupils in the two-form entry school. The current secondary feeders are Middlewich High School, Holmes Chapel Comprehensive School, Sandbach School and Sandbach High School & Sixth Form College, which are not part of the Alexandra Academy Trust.
- 10 Alexandra Academy Trust, Monks Coppenhall Primary School, Remer Street, Crewe, CW1 4LY, was established on 1 February 2016. It currently has two Cheshire East Primary academies. Alexandra Academy Trust is governed by its Board of Trustees. The Trustees are the legal governors of the Trust and the directors of the charitable company, and are responsible for the operation and performance of all schools in the Trust.
- 11 The two Cheshire East Primary Schools converted to the Trust in 2016 and 2021, so the council have supported previous conversions. The Trust Chief Executive Officer (CEO) attends regular meetings with the CEC Education Team, sharing working practices with other Trust Senior Leaders.
- 12 As the land and assets used by the school are currently owned by the Council, it will therefore be necessary for the Council to negotiate and enter into a 125-year lease. The lease will enable the Academy to use the land and assets in accordance with the lease. The granting of the 125-year lease will be of the school site and will be a peppercorn rent to the Academy, with the Academy Trust taking the responsibility of maintaining the assets. The freehold interest will remain with the Council.
- 13 A Commercial Transfer Agreement is required to transfer the responsibility of all the administration, including employment of personnel and pension obligations, maintenance of the school and insurance to the Academy Trust.
- 14 Non-teaching staff at schools fall within the Local Government Pension scheme("LGPS"). As the employer, the academy would be responsible for meeting the employers pension contributions. Academies are obliged to offer LGPS membership to all staff and staff transferring would simply continue their scheme membership. The Council remain the pension authority under the LGPS.
- 15 The Council will remain the co-ordination body for admissions for the Academy which means that parents/carers only need to complete one application form. The academy will be responsible for applying its own allocation criteria to the list of applications supplied by the Council. The Academy will be responsible for the setting up of an independent admission appeals panel on conversion to hear appeals, however, whilst the Academy is

establishing its own independent panel the Council may continue to hear any outstanding appeals.

Consultation and Engagement

- 16 Appropriate consultation and engagement has taken place as required to support the conversion. Specific Human Resources engagement is set out in sections 40, 41 and 42 below.

Reasons for Recommendations

- 17 In April 2021, the Education Secretary set out the government's vision of "a world-class school-led system where every school is part of a family of schools in a strong multi-academy trust (MAT)."
- 18 Key reasons schools consider conversions to MATs are to increase collaboration, to benefit from better strategic planning and direction; to provide more opportunities to staff for professional development; to gain access to better centrally provided services; to benefit from cost savings and efficiencies; to benefit from strengthened governance and leadership. Source: [Schools' views on the perceived benefits and obstacles to joining a multi-academy trust \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)
- 19 Cledford Primary School is one of 51 primary school provisions in Cheshire East which has not already converted to an Academy. There are currently 72 primary academies.
- 20 The school and Governing Board began to consider options for academisation in September 2022.
- 21 The DfE granted an academy order in December 2023; therefore the Council is under a statutory duty to facilitate the academisation of the school and is expected to work constructively so that the conversion takes place within a specified time period.

Other Options Considered

- 22 The Council's consent is not required for the School to convert to a Academy. The Council consent is required for the commercial and land transaction. The land and commercial transactions follow standard documentation which the Council and school can vary to achieve the best outcome dependant on the individual circumstance of each school. This may include historic land issues and sporting facilities as way of example.
- 23 An Academy Proprietor is entitled to expect the lease of all the premises and facilities which the school uses and are matters for negotiation and if agreement cannot be reached then the Council should make application to the Office of the School's Adjudicator on or before the conversion date seeking resolution of the dispute.

- 24 The Secretary of State (SoS) retains a default power under the Academies Act 2010 where there is an inability to reach agreement and negotiate the lease arrangements and a Commercial Transfer Agreement.
- 25 It is therefore preferable for the Council to reach agreement with the Governing Body of the School and the Trust and enter into the lease arrangements and a Commercial Transfer Agreement in respect of these matters, rather than be subject to transfer schemes which may be made by the Secretary of State. This agreement will be overseen and scrutinised by various specialist service teams including legal and property services.

Implications and Comments

Monitoring Officer/Legal

- 26 Under section 6 subsection (2) of the Academies Act 2010, the Council as the local authority must cease to maintain the school on the conversion date, being 1 September 2024, the date on which the school is expected to open as an Academy.
- 27 In order to facilitate this, approval is required to enter into two legal agreements, being a lease and a commercial transfer agreement. Under the provisions of the Academy Order and of the Academies Act, the Council is required to negotiate and enter into a 125-year lease. If the Council fails to negotiate terms of the lease, the SoS has power to make a property transfer scheme and impose terms on the Council. The Council will finalise the terms of lease before the transfer. The Council is required to formalise the transfer of the maintenance responsibility of the Schools to the Academy Trust by way of the commercial transfer agreement.

Section 151 Officer/Finance

- 28 The conversion to Academy status has a number of financial implications for the Council. However, the authority must cease to maintain the school on the appropriate date.
- 29 The transfer of staff who are members of the LGPS as described above creates an obligation on the school to meet an appropriate proportion of the pension fund scheme deficit; agreement was made by the Council's Corporate Committee on an appropriate basis for determining the relevant resource and this has been advised to the schools and their identified sponsors.
- 30 The Academy will be responsible for all outgoings related to the land to include public liability and premises insurances or participation in the DfE Risk Protection Arrangement, and repairs / maintenance. The Council will retain a landlord role, but the leases will contain provisions for recovering costs for approvals required under the terms of the leases e.g. for alterations.

- 31 The CTA can also provide for certain liabilities to fall on the Council, e.g. certain staff termination costs where a reorganisation is necessary to balance the budget and action has not been previously taken by the school. The extent of such liabilities would need to be identified in the CTA. The CTA includes standardised text that confirms the Council remains liable for any pre conversion costs and the academy is responsible for post conversion costs. It must be noted that any cash balance or local bank account balance remains the property of the Council (excluding any local school funds). However, in this case, the school do not have a local bank account.
- 32 The creation of an Academy means that resources are paid to the school directly by the Education Funding Agency (EFA) once the local Authority ceases to maintain the school. There is a consequent reduction in an Authority's Dedicated Schools Grant (DSG), based broadly on replication of the Authority's funding formula for schools.
- 33 The Local Authority has made it clear that it expects the School and the Governing Body or the Interim Executive Board to discharge their financial responsibilities in respect of public money appropriately. The school is predicted to have a surplus on conversion.
- 34 The Local Authority requires that any surplus at the point of closure will be treated in accordance with the provisions of the Academies Act 2010 and the guidance on Academy surplus and deficits issued by the Department for Education. The Finance Service will complete a "final balance" calculation to ensure all costs and funding are correctly allocated. This can be complex and it must be agreed with the school within four months of conversion.

Policy

- 35 The implementation of academy conversion is undertaken in accordance with national legislation as per the various Education Acts as referred to earlier in this report.
- 36 The governing body of an academy will be the admitting authority. This means they have the power to set and apply their admission criteria. They must adhere to the mandatory provisions of the School Admissions Code and follow the provisions set out in the local authority's scheme of co-ordination.

Equality, Diversity and Inclusion

- 37 The Academies Conversion programme is a Central Government Policy. The school will become their own admissions authority but will continue to work with the local authority to ensure they are code compliant. Strong relationships will remain with the school and Headteacher on a wide variety of educational themes post conversion.
- 38 The SoS has confirmed that the School will convert to Academy status on 1 September 2024. The Council will urge the new Academy, as a public body, to be mindful of its Public Sector Equality Duty in particular in relation to its admissions policy and recruitment and management of staff.

- 39 An Equality Impact Assessment (EqIA) should be undertaken by the relevant governing body/interim executive board of the school prior to conversion for the School to adequately discharge their equality duty. The Local Authority will work with and remind the schools governing body/interim executive board of its duty to ensure this is undertaken to address the impact prior to conversion.

Human Resources

- 40 The Council employees in respect of the School will transfer from the Council to the Academy under TUPE regulations. The school uses the dedicated Local Authority HR service for Schools who will advise on human resource implications with the Council keeping a watching brief to ensure all statutory requirements are met and often responds where Union concerns are raised.
- 41 In addition, members of staff at the school that are currently employed by the Council are to transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 to the Trust under a Commercial Transfer Agreement (CTA).
- 42 The statutory TUPE consultation process is on-going and is being managed and co-ordinated by the HR Team. A formal consultation meeting took place with relevant Unions on 1 May 2024 and minutes of the meeting will be circulated to all relevant parties.

Risk Management

- 43 The management of risk to the Council arising from the conversion of the school to an academy is governed by the structured legislative process which is followed; this ensures due diligence is undertaken at all stages and that the Council complies with its statutory responsibilities and the conversion process is completed effectively and efficiently.
- 44 The Council is required to take all reasonable steps to facilitate the conversion, as described in the body of the report, and then “Cease to Maintain” the school; by co-operating with the conversion process, negotiating and entering into the lease agreements, the need for the Secretary of State to enforce a transfer scheme under the Academies Act 2010 is mitigated.
- 45 All parties are kept regularly informed of progress to ensure any concerns are picked up and resolved at the earliest opportunity to keep the conversation on track.

Rural Communities

- 46 There are no direct implications for rural communities.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 47 There are no direct implications for children and young people.

Public Health

48 There are no direct implications for public health.

Climate Change

49 There are no direct implications for climate change.

Access to Information	
Contact Officer:	<p>Joe Carter</p> <p>Education Project Manager</p> <p>Joe.carter@cheshireeast.gov.uk</p>
Appendices:	<p>Appendix 1: Draft Commercial Transfer Agreement</p> <p>Appendix 2: Draft Lease</p> <p>Appendix 3a&3b: Cledford's Lease plan and Auxiliary Plan Showing Retained Land</p> <p>Appendix 4: Academy Order for Cledford Primary School</p>
Background Papers:	<p>Convert to an academy: documents for schools - GOV.UK (www.gov.uk)</p>



Department
for Education

Commercial Transfer Agreement

**Legal agreement between a Local
Authority, predecessor school
governing body and academy trust**

November 2013

DATED _____ **2024**

(1) CHESHIRE EAST COUNCIL

(2) THE GOVERNING BODY OF CLEDFORD PRIMARY SCHOOL

(3) ALEXANDRA ACADEMY TRUST

TRANSFER AGREEMENT

Re: CLEDFORD PRIMARY SCHOOL

THIS AGREEMENT is made 2024

BETWEEN:

- (1) CHESHIRE EAST BOROUGH COUNCIL of C/o Delamere House, Delamere Street, Crewe, Cheshire CW1 2LL (the "Council");
- (2) THE GOVERNING BODY of CLEDFORD PRIMARY SCHOOL of George Vi Avenue, Middlewich CW10 0DD (the "Governing Body");
- (3) THE ALEXANDRA ACADEMY TRUST, a company limited by guarantee registered in England and Wales (company number 09978459) whose registered office is at Monks Coppenhall Primary School, Remer Street, Crewe CW1 4LY (the "Company").

WHEREAS

- (A) The School will close and the Company will, from the Transfer Date, operate the Academy on the same site as the School.
- (B) The freehold of the site of the School is owned by the Council and on the Transfer Date the Council will grant a lease to the Company of the site currently occupied by the School.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings: -

- | | |
|--------------------------------------|--|
| "Academy" | means the academy to be run by the Company on the site of the School under the proposed name <u>Cledford Primary School</u> ; |
| "Assets" | means all property, undertaking, rights and assets, whether tangible or intangible, of whatever nature used or held by the Council and/or the Governing Body (as the case may be) for the purposes of the School including those listed in 0, but excluding the Excluded Assets; |
| "Contractor" | means a contractor providing services to the Company to whom the contract of employment of any Transferring Employee is transferred pursuant to the Regulations on or after the Transfer Date; |
| "Contracts" | means the contracts entered into by the Council and/or the Governing Body (as the case may be) for the purpose of operating the School in the ordinary course of business which are still in force at the Transfer Date, including those contracts listed in 0 (true and accurate copies of which have been disclosed to the Company prior to the Transfer Date); |
| "Data Protection Legislation" | means all laws and guidance by relevant supervisory authorities relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time, including: a) the Data Protection Act 2018 ("DPA 2018"); b) the UK General Data Protection Regulations as defined in s3(1) DPA 2018, as may be amended from time to time and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 |

("PECR"), as may be amended, d) any other applicable law about the processing of personal data and privacy; and references to "Controller", "Processor", "Data Subjects", "Personal Data", "Processing" (and "Process" and "Processed" shall be construed accordingly) and "Special Categories of Personal Data" have the meanings set out in, and will be interpreted in accordance with the GDPR.

- "Directive"** means the Safeguarding of Employees Directive (2001/23/EC) (as amended, re-enacted, or extended from time to time)
- "Eligible Employees"** means the Transferring Employees who are active members of or eligible to join either the LGPS or the TPS immediately before the Transfer Date;
- "Employee Liability Information"** means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the Regulations;
- "Employee Schedule"** means a list of all School Employees as at the date that the list is provided to the Company;
- "Encumbrance"** means any mortgage, charge, pledge, lien, equity, option, restriction, right of refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;
- "Excluded Assets"** means the assets described in 4 which are excluded from the transfer effected by this Agreement;
- "Final Employee Schedule"** means a list of all School Employees as at the Transfer Date;
- "Funding Agreement"** means a funding agreement to be entered into between the Secretary of State for Education and the Company with regard to funding arrangements for the Academy;
- "Law"** means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Company is bound to comply;
- "Loss"** means all costs, claims, liabilities, and expenses (including reasonable legal expenses);
- "the LGPS"** means a Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under Sections 7 and 12 of the Superannuation Act 1972 as from time to time amended;
- "the Personnel Files"** means in respect of the Transferring Employees copies of all personnel files or records relating to their employment at the School and any previous period of

continuous employment with the Council and/or the Governing Body, including without limitation a copy of any contractual documentation, any documentation relating to job description, pay information, training records, information relating to sickness absence, a copy of any disciplinary warnings and a copy of any grievances;

“the Pupil Records” means the following records and information in respect of the pupils at the School who will or who are likely to become pupils at the Academy: All pupil records currently held by the school.

“the Regulations” means The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted from time to time);

“the School” Means; [Cledford Primary School](#)

“School Employees” means any employees of the Council or of the Governing Body or of any other persons who are assigned to the School or to services provided in connection with the School;

“Staffing Information” means, in respect of the School Employees, the information listed in Schedule 1;

“the TPS” means the Teachers’ Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 9 and 12 of and Schedule 3 to the Superannuation Act 1972 as from time to time amended;

“Transfer Date” means the date specified in the Funding Agreement on which the Academy will open;

“Transferring Employees” means any School Employees whose employment transfers to the Company or to a Contractor on the Transfer Date pursuant to the Regulations and who are listed in the Employee Schedule;

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;

1.2.2 a reference to a party is to a party to this Agreement and shall include that party’s personal representatives, successors or permitted assignees;

1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation, or residence); and

1.2.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.

1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.

1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision, or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated, or re-enacted.

2. CONDITION PRECEDENT

2.1 This Agreement is conditional on the Funding Agreement being signed by the Company and the Secretary of State. If the Funding Agreement is not so signed by the date which is six months after the date of this Agreement (the "Deadline"), this Agreement will cease to have effect on the day after the Deadline.

3. OPERATION OF THE REGULATIONS

The Parties intend and acknowledge that the closing of the School and the opening of the Academy shall constitute a transfer to which the Directive and the Regulations apply and agree that as a consequence that the contracts of employment made between the current employer and the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under any occupational pension scheme) shall have effect from and after the Transfer Date as if originally made between the Company or (as the case may be) a Contractor and the Transferring Employees.

4. PROVISION OF STAFFING INFORMATION AND WARRANTIES

4.1 Without prejudice to its obligation pursuant to the Regulations to provide the Employee Liability Information, the Council shall to the extent lawfully permitted provide the Company with the Employee Schedule and Staffing Information.

4.2 The Council shall notify the Company of any material change to the Employee Schedule and the Staffing Information as soon as is reasonably practicable and shall upon request by the Company meet the Company to discuss the information disclosed.

4.3 The Council warrants:

4.3.1 that the information in the Employee Schedule and the Staffing Information shall be complete and accurate and kept up to date;

4.3.2 that neither it (nor as far as the Council is aware, any other employer of a School Employee) is in material breach of the contract of employment of any of the School Employees nor is any School Employee in material breach of his / her contract of employment;

4.3.3 that none of the Transferring Employees have given or received notice of termination of employment nor are any of the Transferring Employees the subject of any material disciplinary action nor is any Transferring Employee engaged in any grievance procedure; and

4.3.4 that neither it (nor as far as the Council is aware, any other employer of a School Employee) is engaged in relation to any School Employee in any dispute, claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the provisions of the Regulations and any claim or allegation of unlawful discrimination;

- 4.3.5 that all School Employees who carry out teaching are eligible to do so in accordance with the Education (Specified Work) (England) Regulations 2012; and
- 4.3.6 that by the Transfer Date all Transferring Employees will have been checked against the Children's Barred List and checked through the Disclosure and Barring Service and all other checks required by law.
- 4.4 The Council undertakes to the Company that during the period from the date of this Agreement up to and including the Transfer Date:
- 4.4.1 the Council and the Governing Body shall enable and assist the Company and such other persons as the Company may determine to communicate with and meet the School Employees and their trade union or other employee representatives;
- 4.4.2 the Council and the Governing Body, shall not, and shall use reasonable endeavours to procure that any other employer of the School Employees shall not, without the prior written consent of the Company:
- (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay and job description) of any School Employees (other than where such amendment or variation has previously been agreed between the Council and the School Employees in the normal course of business, and where any such amendment or variation is not in any way related to the transfer to the Company);
 - (b) terminate or give notice to terminate the employment or engagement of any School Employees (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
 - (c) employ or assign any person to the school who would or might as a consequence of such employment or assignment become a Transferring Employee;

and the Council shall indemnify the Company from and against all Losses incurred by the Company in connection with or as a result of a breach of their obligations under this clause.

5. APPORTIONMENTS

- 5.1 The Council shall be responsible for (and shall use reasonable endeavours to procure that any other employer shall be responsible for) all emoluments and outgoings in respect of the School Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the Transfer Date, and will indemnify the Company (both for itself and any Contractor) against all Losses incurred by the Company or any Contractor in respect of the same.
- 5.2 The Company shall be responsible for all emoluments and outgoings in respect of the school Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period after the Transfer Date and will indemnify the Council against Losses in respect of the same.

6. INFORMATION AND CONSULTATION

- 6.1 The Company shall comply (and shall procure that any Contractor complies) with its obligations under Regulation 13 of the Regulations during the period prior to the Transfer Date.
- 6.2 The Council shall comply with its obligations under Regulations 13 and 14 of the Regulations during the period prior to the Transfer Date, save where the Council is unable to do so as a result of the failure of the Company and/or any Contractor to comply with their duties under Regulation 13 of the Regulations.

7. INDEMNITIES

- 7.1 The Council shall indemnify the Company (either for itself or for or on behalf of any other person to whom the Transferring Employee or any liability relating to them has transferred or is alleged to have transferred) against all Losses incurred by the Company in connection with or as a result of:
- 7.1.1 any claim or demand by any School Employee (whether in contract, tort, under statute, pursuant to any applicable law) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any School Employee, or any claim relating to the period on and before the Transfer Date;
 - 7.1.2 any failure by the Council or any other employer of the School Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Company or any Contractor to comply with its duties under Regulation 13 of the Regulations; and / or;
 - 7.1.3 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the School Employees (or other employees of the Council or Governing Body) arising from or connected with any failure by the Council or to comply with any legal obligation to such trade union, body or person which arose on or before the Transfer Date.;
- 7.2 If in connection with the closing of the School and the opening of the Academy, it is found or alleged that the employment of any person other than the Transferring Employees has transferred to the Company or a Contractor pursuant to the Directive or the Regulations:
- 7.2.1 The Contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Council, and;
 - 7.2.2 the Council may offer (or may procure that a third-party may offer) employment to such person within 15 Working Days of the notification by the Company or take such other reasonable steps as the Council considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
 - 7.2.3 If an offer referred to in paragraph 7.2.2 is accepted, or if the situation has otherwise been resolved by the Council, the Contractor shall immediately release the person from their employment or alleged employment.
 - 7.2.4 If by the end of the 15 Working Day period specified in paragraph 7.2.2;

- No such offer of employment has been made;
- Such offer has been made but not accepted; or
- The situation has not otherwise been resolved.

the Company (or, where applicable, the Contractor) may by 4pm within five Working Days of the end of the period specified in 7.2.4 above, give notice to terminate the employment or alleged employment of such person; and

7.2.5 Subject to the Contractor acting in accordance with these provisions of paragraph 7 and in accordance with all applicable proper employment procedures set out in Law, the Council shall indemnify and keep indemnified the Company (both for itself and any Contractor) against all Losses which the Company (or, where applicable, the Contractor) may suffer or incur in respect of that dismissal and the employment of that person up to the date of the dismissal provided that the Contractor takes all reasonable steps to minimise any such losses.

7.2.6 The indemnity in 7.2.5 above shall not apply;

(a) In any case in relation to any alleged act or omission of the Contractor, any claim for; (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion, or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

(b) Any claim that the termination of employment was unfair because the Company neglected to follow to a fair dismissal procedure.

7.3 The Company shall, indemnify the Council (either for itself or on behalf of any Contractor) against all Losses incurred by that party in connection with or as a result of:

7.3.1 any claim or demand by any School Employee (whether in contract, tort, under statute, pursuant to any applicable law) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Company or the Contractor, as the case may be, in respect of any School Employee or any claim relating to the period on or after the Transfer Date;

7.3.2 any failure by the Company or the Contractor, as the case may be, to comply with its obligations under Regulation 13 of the Regulations; and/or

7.3.3 any claim or demand by any School Employee arising out of any change or proposed change in the terms and conditions of employment or working conditions of that person on or after their transfer to the Company or the Contractor, as the case may be, on the Transfer Date, where that School Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of the Regulations on or before the Transfer Date as a result of any such changes.

8. PENSIONS

- 8.1 The parties acknowledge that the Academy is a “scheme employer” for the purposes of the Local Government Pension Scheme Regulations 2013 (“the LGPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the LGPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).
- 8.2 The parties acknowledge that the Academy is an “employer” for the purposes of the Teachers’ Pension Scheme Regulations 2014 SI 2014/512 (“the TPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the TPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).
- 8.3 The Company acknowledges that the Eligible Employees shall be, or as the case may be, remain eligible for membership of the LGPS or the TPS (as the case may be) while employed at the Academy following the Transfer Date subject to the terms of the LGPS Regulations and the TPS Regulations.
- 8.4 The Company shall be responsible for any LGPS deficit relating to the Eligible Employees’ membership of the LGPS referable to service up to and including the Transfer Date.
- 8.5 The Company shall be responsible for all employer contributions payable to the LGPS and the TPS in respect of the Eligible Employees and any other sum due to the LGPS and the TPS in respect of the Eligible Employees.
- 8.6 The Company shall:
- 8.6.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any of the Eligible Employees;
 - 8.6.2 promptly provide to the Council such documents and information which the Council may reasonably request in advance of any onward transfer of any person engaged or employed by the Company; and
 - 8.6.3 fully co-operate with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Company.

9. THE ASSETS AND THE CONTRACTS

- 9.1 On the Transfer Date the Council and/or the Governing Body (as applicable) will transfer (or to the extent that it is not the owner thereof shall procure the transfer of) the legal and beneficial interest in the Assets, free of charge and free from any Encumbrance, to the Company, save for any Encumbrance which has been fully and accurately disclosed to the Company prior to the Transfer Date.
- 9.2 The Council and/or Governing Body (as applicable) undertakes with effect from the Transfer Date to assign to the Company or to procure the assignment to the Company all the Contracts which are capable of assignment without the consent of other parties to those contracts.
- 9.3 If any of the Contracts cannot be transferred to the Company except by an assignment made with the consent of another party or by an agreement of novation:
- 9.3.1 this Agreement shall not constitute an assignment or an attempted assignment of the Contract if the assignment or attempted assignment would constitute a breach of the Contract;

- 9.3.2 after the Transfer Date the parties shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment, or to procure the novation, of the Contract; and
- 9.3.3 until the consent or novation is obtained:
- (a) the Council or the Governing Body (as the case may be) shall hold the same on trust for the Company and shall (at its cost) do all such acts and things as the Company may reasonably require to enable due performance of the Contract and to provide for the Company the benefits of the Contract (including enforcement of any right of the Council or the Governing Body (as the case may be) against the other party to the Contract arising out of its termination by the other party or otherwise);
 - (b) the Company shall (if sub-contracting is permissible and lawful under the Contract in question), as the Council's or Governing Body's (as appropriate) sub-contractor, perform all the obligations of the Council (or Governing Body) under such Contract and where sub-contracting is not permissible, the Company shall perform such obligations as agent for the Council or Governing Body (as appropriate); and
 - (c) unless and until any such Contract is assigned or novated, the Council or Governing Body (as appropriate) shall (so far as it lawfully may) at the Company's cost give all such assistance as the Company may reasonably require to enable the Company to enforce its rights under such Contract, including, providing access to all relevant books, documents and other information in relation to such Contract as the Company may reasonably require from time to time.
- 9.4 Pending the Transfer Date, possession of the Assets shall be retained by the Council and/or the Governing Body (as the case may be).
- 9.5 All receipts relating to the Assets and the Contracts and all Losses and outgoings incurred or payable in relation to the Assets and the Contracts up to the Transfer Date ("**Historic Liabilities**") shall belong to, and be paid and discharged by, the Council or, as the case may be, the Governing Body and the Council undertakes to indemnify and keep the Company and the Governing Body indemnified against any Historic Liabilities.
- 9.6 All receipts relating to the Assets and the Contracts, and all Losses and outgoings incurred or payable as from and including the Transfer Date ("**Future Liabilities**") shall belong to and be paid and discharged by the Company and the Company undertakes to indemnify and keep the Council and the Governing Body indemnified against any Future Liabilities.
- 9.7 The Company agrees that, following the Transfer Date, it shall provide the Council with sufficient information, as reasonably requested by the Council, to enable the Council to accurately determine and discharge any Historic Liabilities (including, without limitation, any payments relating to the School's accounts). In the event that the Council makes an underpayment or overpayment in relation to any Historic Liabilities (including, without limitation, any payments relating to the School's accounts), the Council and the Company agree to repay any such sums to the other (as appropriate). In the event that the Council has made no payment in relation to any Historic Liabilities but has received payment from the Secretary of State in respect of these, and this amount is an underpayment or an overpayment, the Council and the Company agree to repay any such sums to the other (as appropriate).
- 9.8 The Council and the Governing Body shall on or before the Transfer Date deliver to the Company the Personnel Files and the Pupil Records, to the extent that they are

permitted to do so by Data Protection Laws (and both the Council and the Governing Body shall use reasonable endeavours to ensure that they are permitted by Data Protection Laws to deliver such information to the Company).

9.9 The Company undertakes not to use the Personnel Files or the Pupil Records for any purposes unconnected with the operation and management of the Academy, the purposes for which such information was originally collected or any other lawful purposes.

10. **CONDUCT OF CLAIMS**

10.1 In respect of the indemnities given in this Agreement:

10.1.1 The indemnified party shall give written notice to the indemnifying party as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;

10.1.2 The indemnifying party shall at its own expense have the exclusive right to defend, conduct and/or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact on the indemnified party, the indemnifying party shall consult with the indemnified party and shall at all times keep the indemnified party informed of all material matters; and

10.1.3 The indemnified party shall, at the indemnifying party's expense, provide all reasonable assistance and documentation required by the indemnifying party in connection with, and act as or be joined as a defendant in, any claim or proceedings brought by a third party. The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses (including legal costs and disbursements) incurred in providing such cooperation and/or arising as a result of the indemnifying party's failure to defend, conduct and/or settle such claims and proceedings.

11. **CONFIDENTIALITY**

Each party undertakes to the others that it will keep the contents of this Agreement confidential as between the parties and the Department for Education (or its successors) except to the extent that disclosure is required by law.

12. **THIRD PARTIES**

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") save that any Contractor may enjoy the benefit and enforce the terms of this Agreement in accordance with the Act. Notwithstanding this, neither the Council nor the Governing Body nor the Company require the consent of any Contractor to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Contractor.

13. **FORCE MAJEURE**

No party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

14. **GENERAL**

- 14.1 No forbearance or delay by any party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 14.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.
- 14.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction or illegal, the other provisions will remain unaffected and in force.
- 14.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between each of the parties or as authorising any party to act as agent for any other. No party will have authority to make representations for, act in the name or on behalf of or otherwise to bind any other party in any way.
- 14.5 No party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other parties (such approval not to be unreasonably withheld or delayed).
- 14.6 Each party will, at the request of the other party and its own cost, do (or procure others to do) everything necessary to give the other party the full benefit of this Agreement.
- 14.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.
- 14.8 Any notice shall be deemed to have been duly received:
- 14.8.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
 - 14.8.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
 - 14.8.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.9 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.10 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 14.11 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.
- 14.12 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in and supersedes any previous agreement between the parties.
- 14.13 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person

(whether party to this Agreement or not) other than as expressly set out in this Agreement.

15. **GOVERNING LAW AND JURISDICTION**

15.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.

15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

SIGNED by _____)
Duly authorised on behalf of the)
COUNCIL

SIGNED by _____)
Duly authorised on behalf of the)
GOVERNING BODY

SIGNED by _____)
Duly authorised on behalf of the)
COMPANY

SCHEDULE 1

STAFFING INFORMATION

1. Individual terms and conditions

1.1 Copies of all current employment contracts, and all other terms and conditions of employment.

1.2 A schedule comprising in respect of each employee, the following particulars: -

- (a) full name;
- (b) post;
- (c) whether the employment is full or part time;
- (d) sex;
- (e) date of birth;
- (f) date of commencement of service;
- (g) notice period;
- (h) remuneration;
- (i) pension;
- (j) in respect of teachers:
 - (i) scale point or leadership group spine point;
 - (ii) whether the employee is a post-threshold teacher;
 - (iii) management, recruitment, retention and/or any other allowances payable;
 - (iv) any applicable assimilation safeguarding,

and all other benefits whether contractual or otherwise.

1.3 Details of any recent changes of terms and conditions in relation to any employee.

1.4 Copies of any employee handbooks, rules and other policies, procedures, arrangements, or agreements in relation to: -

- (a) redundancy procedures and payments;
- (b) sickness absence and sick pay entitlements;
- (c) equal opportunities;
- (d) disciplinary matters;
- (e) maternity rights;

and details of whether or not each of the above are discretionary or contractual.

1.5 Copies of any job descriptions.

1.6 Details of any practices or customs which although not written down form part of employees' terms and conditions of employment.

2. **Collective bargaining**

2.1 Details of the names of all trade union and other employee representatives, with the name of the trade union, the position held and how long the position was held.

2.2 Details of any trade union recognised by the Council / Governing Body, giving the date and details of the recognition agreement (and a copy if available), with brief details of current and historic labour relations and any pending negotiations.

3. **Disputes**

3.1 Details of any dispute with any employee whether brought under the Council / Governing Body's disciplinary or grievance procedure or otherwise and any matters which might give rise to such.

3.2 Details of any litigation threatened or pending against the Council / Governing Body, including any court, employment tribunal or arbitration claims or any matters which might give rise to such.

3.3 Details of any enquiry, correspondence or contact between the Council / Governing Body and the Equality and Human Rights Commission, the Health and Safety Executive and HM Revenue and Customs concerning employees.

3.4 Details of any court judgment or current employment tribunal award in respect of any employee dispute.

3.5 Details, and, if available, copies, of any warnings given to employees under the Council / Governing Body's disciplinary or capability procedures.

4. **Dismissals**

4.1 Details of all dismissals/resignations within the last 12 months including reasons for the dismissal/resignation.

4.2 Details of all employees recruited within the last 12 months.

5. **Working Time Regulations 1998**

5.1 Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.

6. **Health and Safety**

6.1 Details of any health and safety complaints or recommendations or claims within the last 2 years and any anticipated/pending claims.

7. **Absent employees**

7.1 Details of all employees who have notified the Council / Governing Body that they are pregnant or who are currently absent on maternity leave.

7.2 Details of all employees on long term sick leave together with confirmation of the nature of their illness and the duration and dates of their absence(s) due to that condition.

8. **Job Evaluation Scheme**

8.1 A copy of any job evaluation scheme.

9. **Pension**

9.1 A list of all pension schemes (both occupational and personal) applicable to the employees.

SCHEDULE 2 – THE CONTRACTS

Part 1 – Non-ChESS Contracts

Supplier	Services	Date Purchased	Contract End Date
West Mercia Energy	Gas and Electricity	01/04/2022	31/03/2025
Castle Water	Water	01/09/2022	31/08/2024
Cropper Grounds Maintenance	Grounds Maintenance	01/04/2022	31/03/2025
Biffa	Waste Collection	Ongoing	3 months' notice required
Sonitech	Key Holder / Out of Hours Callout	01/10/2020	30/09/2024
Booth Air Conditioning	Air Conditioning Maintenance	01/09/2023	31/08/2024
Cheshire East pest control	Pest Control (Ants / Wasps)	01/04/2024	31/03/2025
Citron	Personal Hygiene Units	01/11/2020	31/10/2024
PHS	Air freshener and Flushers for Urinals	01/04/2020	

PSI	Heaters / Extractor Servicing	30/06/2022	29/06/2024
GK Gas	Boiler Servicing	01/09/2023	31/08/2024
SAS/CHUBB	Educational Visit Insurance	03/10/23	02/10/2024
CPOMS	Safeguarding Software	10/11/2023	09/11/2024
123 REG	Cledford Domain	21/10/2020	20/10/2024
DC Pro	Assessment Software	01/06/2023	31/05/2024
Siemens	Leasing Company linked with Photocopiers	01/06/2020	31/05/2025
Weaver Business Machines	Photocopier Lease	01/06/2020	35/05/2025
Enreach	Broadband / Telephones	01/09/2021	31/08/2026

Cheshire East Catering	Meal/snack provider	Provider is changing	
Arbor	MIS	01/04/2024	31/03/2025
Osborne Technologies	EntrySign Visitor system	01/03/2024	28/02/2025
School Spider	Website	01/05/2023	01/05/2024
Culigan	6 monthly servicing of water coolers	Awaiting a response	

SCHEDULE 3

THE ASSETS

1. All equipment, furniture, fixtures, and fittings on the site of the School (“**the loose plant and equipment**”), subject to all contractual obligations in respect of any part of the loose plant and equipment which is the subject of any leasing, hire or hire purchase agreements listed in Schedule 2 except, for the avoidance of doubt, the Excluded Assets.
2. All rights to use the name of the School and all logos and domain names used exclusively by the School. All copyrights, database rights and other intellectual property rights owned by the Council or Governing Body (as appropriate) and used exclusively by the School.
3. Any balance remaining from the School's budget following completion of due accounting procedures.

SCHEDULE 4
THE EXCLUDED ASSETS

The following assets are excluded from this transfer:

1. The freehold titles to the site of the School.
2. Cash in hand or at bank.

Dated _____ **2024**

(1) CHESHIRE EAST BOROUGH COUNCIL

- and -

(2) ALEXANDRA ACADEMY TRUST

LEASE

Property:	Cledford Primary School, George VI Avenue, Middlewich, Cheshire, CW10 0D
Term:	125 years

Table of contents	
Clause heading and number	Page number
1. DEFINITIONS AND INTERPRETATION	8
2. DEMISE RENTS AND OTHER PAYMENTS	14
3. TENANT'S COVENANTS	14
4. LANDLORD'S COVENANTS	22
5. INSURANCE AND RISK PROTECTION ARRANGEMENT	22
6. PROVISOS	23
7. LANDLORD'S POWERS	25
8. NEW TENANCY	25
9. CONTRACTS (RIGHT OF THIRD PARTIES) ACT	25
10. CHARITY	25
SIGNATURE PAGE	26
SCHEDULE 1	
PART 1 – THE PROPERTY	27
PART 2 – THE RETAINED LAND	28
SCHEDULE 2	
RIGHTS GRANTED	29
SCHEDULE 3	30
RIGHTS EXCEPTED AND RESERVED	30
SCHEDULE 4	
LANDLORD'S PROPERTY	32

LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1. Date of lease: 2024

LR2. Title number(s): **LR2.1 Landlord's title number(s):**
CH545715

LR2.2 Other title number(s):

LR3. Parties to this lease:

Landlord: **Cheshire East Borough Council**

Of

**Delamere House, Delamere Street,
Crewe, Cheshire CW1 2JZ**

Tenant: **Alexandra Academy Trust**

whose registered office is at

**Monks Copenhall Primary School,
Remer Street, Crewe, Cheshire CW1 4LY
(Company Registration Number:
09978459)**

Surety: N/A

LR4.	Property: (referred to in the remainder of this lease as the "Property") In the case of a conflict between this clause and the remainder of this lease then for the purposes of registration, this clause shall prevail		Please see the definition of "Property" in clause 1.1
LR5.	Prescribed statements etc:	LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003: The statements contained in clause 10 of this Lease
		LR5.2	Not Applicable
LR6.	Term for which the Property is leased: (referred to in the remainder of this lease as the "Term")		The term is as follows: 125 years from and including 2024
LR7.	Premium:		None
LR8.	Prohibitions or restrictions on disposing of this lease:		This lease contains a provision that prohibits or restricts disposition

LR9. Rights of acquisition etc:

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease:

None

LR9.3 Landlord's contractual rights to acquire this lease:

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:

The restrictive covenants contained within clause 3

LR11. Easements:

LR11.1 None

LR11.2 None

LR12. Estate rentcharge burdening the Property:

None

LR13. Application for standard form of restriction:

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings Great Smith Street London SW1P 3BT

LR14. Declaration of trust where there is more than one person comprising the Tenant:

Not applicable

THIS LEASE is made the day of2024

BETWEEN:

- (1) **CHESHIRE EAST BOROUGH COUNCIL** of Delamere House, Delamere Street, Crewe, Cheshire CW1 2JZ ("the **Landlord**")
- (2) **ALEXANDRA ACADEMY TRUST** (Company No **09978459**) (Exempt Charity) whose registered office is at Monks Coppenhall Primary School, Remer Street, Crewe, Cheshire CW1 4LY ("the **Tenant**")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:

- "Amenities"** drainage water gas electricity telephone and any other services or amenities of like nature;
- "Conduits"** gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them;
- "End Date"** the date that falls 90 working days after the Funding Termination Date;
- "Environment Acts"** the Environmental Protection Act 1990, the Environment Act 1995, the Environment act 2021, the Water Resources Act 1991, the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term;
- "Fixtures and Fittings"** all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems hardware and cabling of computer systems and any other apparatus from time to time in or upon the Property;

"Funding Agreement"	<p>(a) an agreement pursuant to Section 1 of the Academies Act 2010 made between (1) the Secretary of State for Education and (2) the Tenant ; and</p> <p>(b) any replacement or renewal of such agreement between the same parties and in substantially the same form; and</p> <p>(c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property;</p>
"Funding Termination Date"	the date that falls 30 working days after the termination of the Funding Agreement;
"Insured/Covered Risks"	fire, lightning, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heave, impact, terrorism, bursting or overflowing of water tanks and pipes, damage by aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time or are covered by the Risk Protection Arrangement of which the Tenant is a member, Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters or by the terms of the Risk Protection Arrangement, provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks upon terms or at a premium which the Tenant considers reasonable or if the risks are not covered by the Risk Protection Arrangement of which the Tenant is a member then during such period such risk or risks are deemed to be excluded from the definition of "Insured/Covered Risks";
"Interest"	interest at the rate of 3 per cent per annum above Lloyds Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time;
"Landlord's Property"	land and buildings including the Property registered at the Land Registry under Title Numbers CH545715;

"Law"	any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority;
"Lease"	this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it;
"Outgoings"	all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses);
"Plan"&"Auxiliary Plan"	the plans annexed to this Lease, the first showing the demised property and the auxiliary plan showing the Retained Property;
"Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;
"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
"President"	the President of the Institution of Chartered Surveyors;
"Property"	the property described in Part 1 Schedule 1;
"Reinstatement Value"	the full cost of reinstating the Property including:- (a) temporarily making the Property safe and protecting any adjoining structures; (b) debris removal demolition and site clearance; (c) obtaining planning and any other requisite consents or approvals;

- (d) complying with the requirements of any Law;
- (e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement;
- (f) all construction costs;
- (g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant);

"Relevant Secretary of State"	such secretary of state or Minister of the Crown as may be nominated by the Secretary of State for Education to take an assignment of this Lease;
"Rent"	a peppercorn;
"Retained Land"	the adjoining land of the Landlord described in Part 2 Schedule 1
"Risk Protection Arrangement"	arrangements to cover certain risks as operated by the Department for Education.
"Secretary of State for Education"	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time;
"Term"	125 years from and including the Term Commencement Date;
"Term Commencement Date"	2024

"Termination Date"	the date of expiration or sooner determination of the Term;
"the 1954 Act"	the Landlord and Tenant Act 1954;
"the 1995 Act"	the Landlord and Tenant (Covenants) Act 1995;
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Lease:-

- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise;
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term;
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested;
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute;
- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders;
- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation;
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not knowingly to permit or suffer such action to be done;

- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;
- 1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors and anyone at the Landlord's Property with the express or implied authority of any one or more of them and under their control;
- 1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12;
- 1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates;
- 1.2.12 a consent of the Landlord shall be valid if it is either:
- (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
 - (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed; and
- if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed;
- 1.2.13 any notice given to the Landlord or to the Tenant shall not be valid unless it is in writing;
- 1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease);
- 1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised in writing by the Landlord or any superior landlord or mortgagee

and includes a right of entry with workmen equipment and materials;

- 1.2.16 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease;
- 1.2.17 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised in writing by the Landlord to exercise it;
- 1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised in writing by the Landlord;
- 1.2.19 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary;
- 1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;
- 1.2.21 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise;
- 1.2.22 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice;
- 1.2.23 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect;
- 1.2.24 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations;
- 1.2.25 if any matter is referred to arbitration pursuant to this Lease:
 - (a) it is to be conducted in accordance with the Arbitration Act 1996; and
 - (b) the arbitrator has no power:

- (i) to order rectification setting aside or cancellation of this Lease;
- (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount;
- (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions;

1.2.26 if any matter in this Lease is to be determined by an arbitrator:

- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President;
- (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity; and
- (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand;

1.2.27 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-

- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits); and
- (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted; and
- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result.

2. Demise Rents and Other Payments

2.1 The Landlord with full title guarantee demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-

2.1.1 the Rent (if demanded);

2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord.

2.2 The Property is demised:-

2.2.1 excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3; and

2.2.2 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4 insofar as the same are still subsisting and capable of being enforced and relate to or affect the Property.

3. Tenant's Covenant

The Tenant covenants with the Landlord as follows:-

3.1 Rent and Payments

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease.

3.2 Outgoings

3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term provided always that if any Outgoings are payable in respect of the any adjoining, neighbouring or other property of the Landlord as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably;

- 3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges) (or a fair and proper proportion of such sums as the Landlord acting reasonably deems appropriate where the total charges relate to both the Property and any adjoining, neighbouring or other property of the Landlord);
- 3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities.

3.3 Repair and Upkeep

- 3.3.1 At all times during the Term to keep the Property (including all buildings structures landscaping and other erections such as boundary railings, gates and hedging,) clean and tidy and make good:-
 - (a) any damage it causes to the Property and/or
 - (b) any deterioration to the condition of the Property that may arise from the Term Commencement Date

provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured/Covered Risks and the Tenant is diligently pursuing its insurance claim or its claim under the Risk Protection Arrangement and reinstating such damage or if the reinstatement of any damage shall be impossible or impracticable;

- 3.3.2 To notify the Landlord in writing as soon as reasonably practicable if any structural damage occurs to the Property.

3.4 Access of Landlord and Notice to Repair

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) at reasonable times and upon reasonable prior notice (being not less than fourteen days' notice) to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

- 3.4.1 in the final 3 years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term;
- 3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to

give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:-

- (a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or other legislation or is causing structural damage ("Safety Breach"), the works shall be commenced within the period of 56 days after the service of the Repair Notice and shall be completed diligently thereafter;
- (b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within 56 days of the service of the Repair Notice:
 - (i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property ("Funding Statement"); and
 - (ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds available;

and the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above;

- (c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application ("Funding Application") to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable

after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application ("Works Programme");;

and if the Tenant fails satisfactorily to comply with such notice in accordance with (a) (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord upon within 14 days of written and on a full indemnity basis as a contractual debt;

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.3 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property;
- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property;
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires;
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property;
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise);
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant);

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an

intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable to the Tenant's reasonable satisfaction.

3.5 Alterations and Additions

3.5.1 Not to commit any willful or voluntary act of waste;

3.5.2 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-

- (a) such erection alteration addition or variation will materially adversely affect the Landlord's statutory obligations as a landlord or as a local authority; and/or
- (b) such erection alteration addition or variation will have a materially adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property or the Retained Land; and/or
- (c) such erection alteration addition or variation will materially adversely affect the value of the Landlord's reversionary interest in the Property or the value of the Retained Land; and/or
- (d) such erection alteration addition or variation will have an adverse effect on the Landlord's right to light and air of the Retained Land.

3.5.3 As part of the application to the Landlord for its consent pursuant to Clause 3.5.2 the Tenant shall:-

- (a) submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or variation and shall take into account any reasonable

representations that the Landlord may reasonably make in relation to the matters referred to at Clause 3.5.2 (a) (b) and (c);

(b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause (a) above;

(c) covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require;

3.5.4 In relation to any works permitted pursuant to Clauses 3.5.2 and 3.5.3 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord;

3.5.5 After commencing any works of erection alteration addition or variation as permitted pursuant to Clauses 3.5.2 and 3.5.3 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term;

3.5.6 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no legal nuisance is caused to the Landlord or any occupiers of any part or parts of the Retained Land.

3.5.7 Not to carry out any erection alteration addition or variation which materially hinders access to a Conduit which does not exclusively serve the Property.

3.6 Signs and Advertisements

3.6.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:

- (a) are required by law to be affixed or displayed; or
- (b) do not require planning permission; or
- (c) are necessary or usual for the authorised use of the Property;

3.6.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts.

3.7 Statutory Obligations

3.7.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them;

3.7.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person;

3.7.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2015 ("CDM Regulations") in relation to any works carried out at the Property to which the CDM Regulations apply, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date;

3.7.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 4(8) of the CDM Regulations;

3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

3.7.6 The Tenant has been provided with a copy of the Asbestos Survey of the Property dated 01.11.2023. The Tenant accepts the Property in its current condition and state and will be responsible for dealing with any assessment, monitoring, maintenance or removal of asbestos pursuant to the Control of Asbestos Regulations 2012 or any amendments of the same or pursuant to any future Asbestos Control Legislation.

3.8 Yield Up

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed.

3.9 Use

3.9.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this Clause;

3.9.2 Not to use the Property for any illegal or immoral purpose;

3.9.3 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:

- (a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the Tenant from time to time); and
- (b) for community, fundraising and recreational purposes which are ancillary to the use permitted under Clause 3.9.3 (a).

3.10 Planning and Environmental Matters

3.10.1 To provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise;

3.10.2 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property;

3.10.3 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development;

3.10.4 To give written notice to the Landlord of the granting or refusal of any planning permission within twenty days after its receipt by the Tenant;

3.10.5 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation.

3.11 Notices

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property.

3.12 Dealings

3.9.4 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of part of the Property with a body or individual providing services or facilities which are ancillary to and within the uses referred to in clause Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:

3.12.1 (a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the Tenant from time to time) where no relationship of landlord and tenant arises as a result of such occupation;

3.12.2 Not to hold the Property or any part or parts of the Property or this Lease on trust for another;

3.12.3 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property;

3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to the Relevant Secretary of State a proprietor or proposed proprietor of an Academy or to a successor charitable or public body without the consent of the Landlord where the Secretary of State has given approval in writing to such an assignment or transfer;

3.12.5 In any case where assignment or transfer is permitted under clause 3.12.4 the Tenant will notify the Landlord within one month of such assignment or transfer and provide a certified copy of the relevant assignment or transfer to the Landlord;

3.12.6 Not to underlet the whole of the Property

3.12.7 Not to underlet any part or parts of the Property except where the underletting satisfies the following conditions:

- i. the user provisions are for no purpose other than educational recreational or community use ancillary to educational services in accordance with provisions of clause 3.9.3 above; and
- ii. the term is for a term certain not exceeding 7 years (including any right to extend the same); and
- iii. the underletting to be created is one excluded from the provisions of section 24-28 of the Landlord and Tenant Act 1954
- iv. in relation to any underlease granted by the Tenant, the Tenant shall;
 1. not vary the terms of any underlease nor accept a surrender of the underlease without the consent of the Landlord (such consent not to be unreasonably withheld or delayed); and
 2. enforce the tenant covenants in the underlease and not waive any of them; and
 3. within 28 days of completion of an underlease provide a certified copy of the same to the Landlord

3.12.8 Not to charge the whole or any part or parts of the Property without the Landlord's written consent (such consent not to be unreasonably withheld or delayed).

3.13 Rights of Light and Encroachments

Not to obstruct any windows or lights belonging to the Property nor to knowingly permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give notice of it to the Landlord as soon as reasonably practicable after becoming aware of it.

3.14 Indemnity

3.14.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising

directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or arising as a result of any breach of the Tenant's obligations in this Lease;

3.15 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause

3.15.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or arising as a result of any breach of the Tenant's obligations in this Lease;.1 occurring or arising.

3.16 Costs

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be reasonably and properly incurred by the Landlord:-

3.15.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within two months after the Termination Date;

3.15.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable);

3.15.3 in claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court.

3.16 VAT

3.16.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant;

3.16.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord.

3.17 Interest on Arrears

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within 28 days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate.

3.18 Landlord's Property

To observe and perform the matters contained or referred to in the documents listed in Schedule 4 relating to the Landlord's Property so far as they are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses arising as a result of any breach by the Tenant of such matters.

4. Landlord's Covenants

The Landlord covenants with the Tenant:-

4.1 Quiet Enjoyment

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under or in trust for the Landlord or from or by any persons with a superior title to the Property.

5. Insurance and Risk Protection Arrangement

5.1 The Tenant covenants with the Landlord:-

- 5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time, or to be a member of the Risk Protection Arrangement;
- 5.1.2 if not a member of the Risk Protection Arrangement to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property;
- 5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause Insurance within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement whether before or after the termination of this Lease shall be apportioned between and belong to the Landlord and the Tenant according to their respective interests in the Property;
- 5.1.4 if not a member of the Risk Protection Arrangement to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);
- 5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable.

5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks if not a member of the Risk Protection Arrangement.

6. Provisos

6.1 Re-Entry

6.1.1 Where there occurs a breach by the Tenant of Clause 3.9 and/or

following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause Insurance within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement whether before or after the termination of this Lease shall be apportioned between and belong to the Landlord and the Tenant according to their respective interests in the Property; of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease.

6.2 Landlord's Rights on Forfeiture

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such

acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach.

6.3 Service of Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

- 6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday;
- 6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day;
- 6.3.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them;
- 6.3.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact.

6.4 Exclusion of S.62 L.P.A.

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over the Retained Land or affecting any other land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease.

6.5 Governance

6.5.1 This Lease is governed by English law.

6.5.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England.

6.6 Agreement to Exclude Sections 24 to 28 of the 1954 Act

6.6.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease.

6.6.2 The Tenant confirms that:

(a) the Landlord served on the Tenant a notice (the "**Notice**") applicable to the tenancy created by this Lease on [] in accordance with section 38A(3)(a) of the 1954 Act; and

(b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on [] in accordance with the requirements of section 38A(3)(b) of the 1954 Act;

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

6.7 Termination

6.7.1 This Lease shall automatically determine on the Funding Termination Date in circumstances where there is no other Funding Agreement in existence unless either:

(a) the Landlord has received prior notice in writing from the Secretary of State for Education of an intention for this Lease to be assigned in accordance with the terms of this Lease; or

(b) this Lease has been assigned in accordance with the terms of this Lease.

6.7.2 This Lease shall automatically determine on the End Date if by that date this Lease has not been assigned in accordance with the terms of this Lease.

6.7.3 The Tenant shall give written notice to the Landlord as soon as possible after becoming aware that the Funding Agreement may

be liable to termination, including where a notice terminating the Funding Agreement is served on the Tenant, and the notice served on the Landlord shall specify the date (or likely date) of termination of the Funding Agreement.

6.7.4 The Tenant shall give written notice to the Landlord at the same time as the Tenant serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement.

6.7.5 On the termination of this Lease under Clause 6.7.1 or 6.7.2 everything contained in the Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in the Lease.

7. Landlord's Powers

7.1 The Landlord enters into this Lease pursuant to its powers under sections 111 120 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained.

7.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions.

8. New Tenancy

This Lease is a new tenancy for the purposes of the 1995 Act.

9. Contracts (Rights of Third Parties) Act

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease (save for any successors in title of the Landlord or the Tenant) but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. Charity

The Property will as a result of this Lease be held by the **Alexandra Academy Trust** an exempt charity.

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

SIGNATURE PAGE

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of **Cheshire East Borough Council** in the presence of:-

.....
Authorised Signature)

EXECUTED (but not delivered until the date hereof) AS A DEED **Alexandra Academy Trust** acting by a director in the presence of:-

.....
Director

Witness signature

Witness name

Witness address

Witness occupation

SCHEDULE 1

Part 1 – The Property

ALL THAT land and buildings known as Cledford Primary School shown edged red on the Plan and include the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such premises; and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant).
- (c) all iron railings, entrance gates, hedges, fences and other such boundary structures as abut the Property save where any agreement exists as to joint ownership (if any), including the iron railings and gates abutting George VI Avenue and Long Lane South

but does not include any interest in the highway known as George VI Avenue and Long Lane South

Part 2 – The Retained Land

The land and premises shown and coloured blue on the attached Auxiliary Plan showing the retained land and being the remainder of the Freehold Title CH545715

SCHEDULE 2

Rights Granted

1. Services

The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon the Retained Land **PROVIDED** that the Landlord has the right at any time or times during the Term:-

- 2.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant; and
- 2.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible).

2. Support

A right of support and protection to the Property from the Retained Land.

3. Access to Retained Land

The right upon giving reasonable prior written notice (except in case of emergency) to the Landlord and all others from time to time so entitled to enter only so far as is strictly necessary upon the Retained Land for the purpose of inspecting and executing repairs to or on the Property subject to the Tenant:-

- 3.1 causing as little damage disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
- 3.2 making good as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right.

SCHEDULE 3

Rights Excepted and Reserved

1. **Services**

The right to connect into and pass Amenities to and from the Retained Land and any other adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior written notice to the Tenant (except in case of emergency) in order to lay inspect cleanse renew and maintain the Conduits the person exercising such right causing as little damage disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant.

2. **Access to Property**

The right upon giving reasonable prior written notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

2.1 inspecting and executing repairs additions alterations and other works to or on the Retained Land or to any Conduits within the Property; and

2.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease;

the person exercising such right causing as little damage disturbance or inconvenience as reasonably possible to the operation of the school on the Property and making good as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of this right.

SCHEDULE 4

Landlord's Property

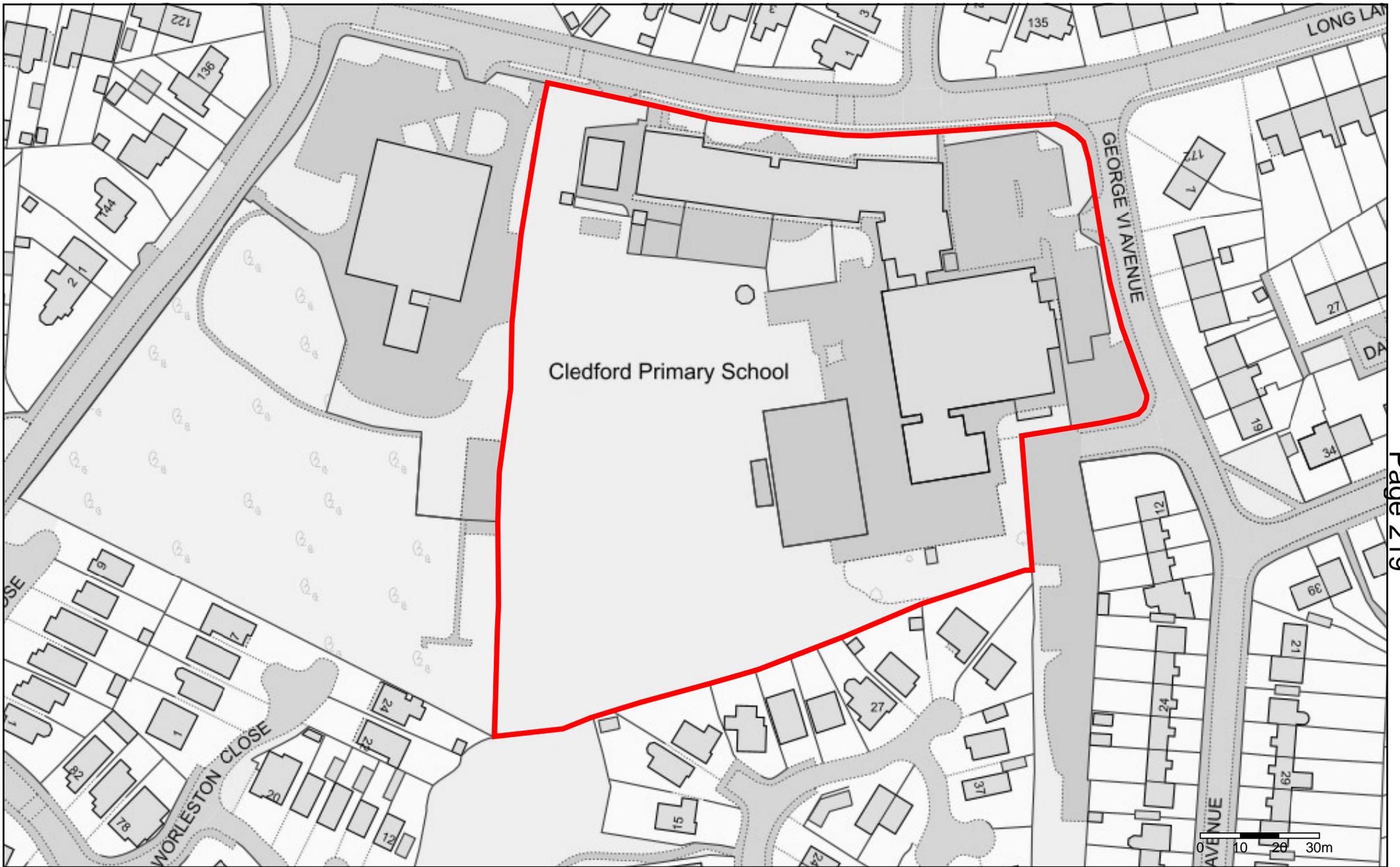
Details of title of Landlord's Property.

All the land and buildings known as Cledford Primary School, George VI Avenue, Middlewich, Cheshire CW10 0DD and the adjacent building and land being the Retained Land, registered under Title No CH545715

This is the entirety of the Landlord's Property at this location and is subject to the entries on the above title register.

The Property forms part of the land which is the Landlords Property at this location.

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5/2/2024

Cledford Primary Academy transfer plan

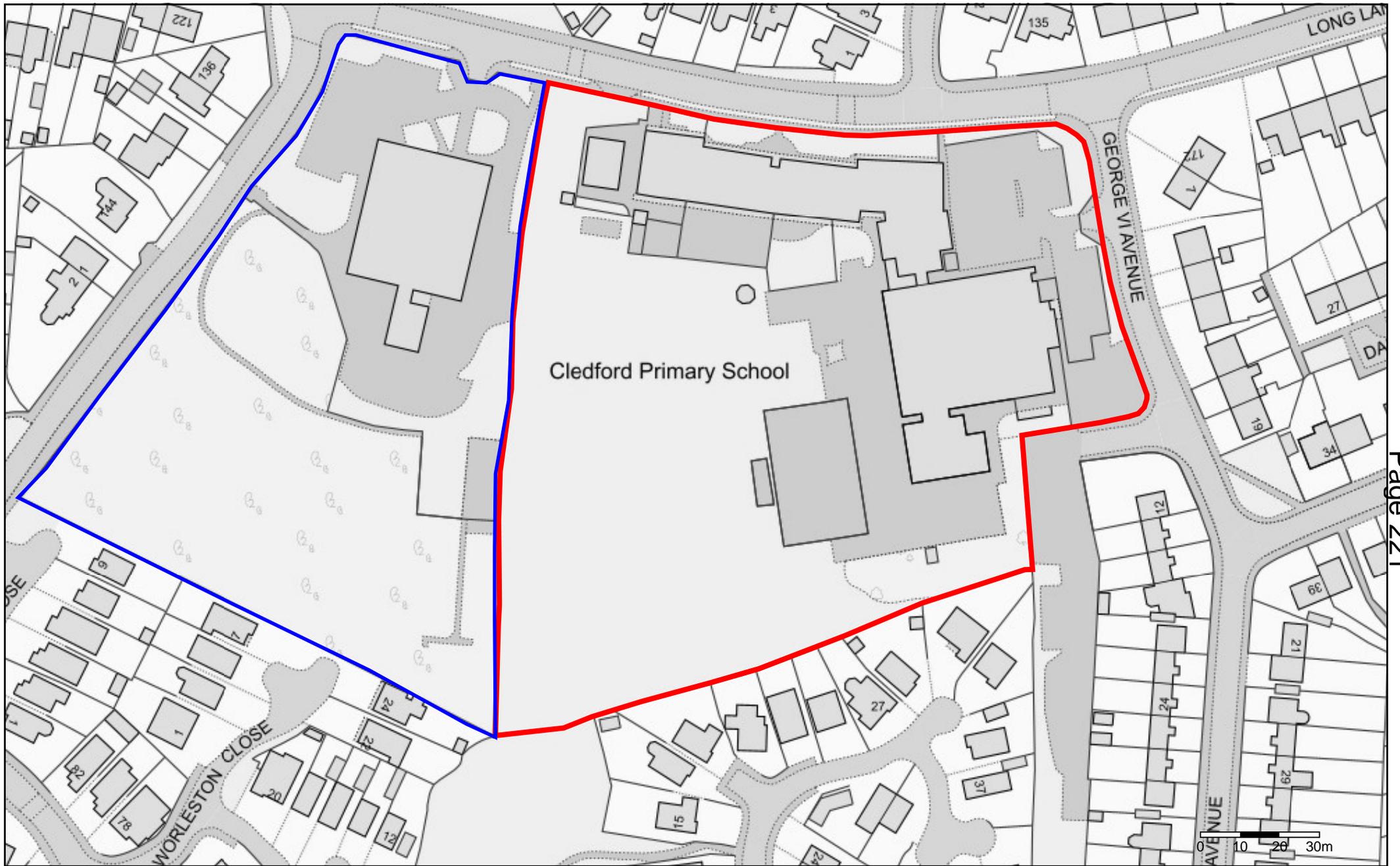


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5/2/2024

Cledford Primary Academy transfer plan



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The Rt Hon Gillian Keegan MP
Secretary of State for Education

Sanctuary Buildings 20 Great Smith Street Westminster London SW1P 3BT
tel: 0370 000 2288 www.education.gov.uk/contactus/dfe

To: The Chair of Governors of Cledford Primary School

Cheshire East Council

ACADEMY ORDER

1. This is an Academy Order made further to section 4 of the Academies Act 2010.
2. I hereby order that on the conversion date Cledford Primary School shall be converted into an Academy.
3. The conversion date shall be the date that the school opens as an Academy further to and as provided for in Academy arrangements made further to section 1 of the Academies Act 2010.
4. On the conversion date Cheshire East Council shall cease to maintain Cledford Primary School.
5. The independent school standards (as defined in section 157(2) of the Education Act 2002) are to be treated as met in relation to the Academy on the conversion date.

Signed on behalf of the Secretary of State for Education by:

A handwritten signature in black ink, appearing to read 'V. Beer', written over a horizontal line.

Signed:..... Date: 19 December 2023

**Vicky Beer CBE,
Regional Director**

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Children and Families Committee**3 June 2024****Academisation of Gainsborough
Primary and Nursery School, Belgrave
Road, Crewe****Report of: Deborah Woodcock, Executive Director of Children's
Services****Report Reference No: CF/04/24-25****Ward(s) Affected: Crewe South****Purpose of Report**

- 1 This report sets out the arrangements in place to support the intended academy conversion of Gainsborough Primary and Nursery School to become part of the Alexandra Academy Trust. The report provides the necessary assurances to enable the Committee to consider their support for the conversion.
- 2 The report is connected to the Council's Corporate Plan 2021-25 priorities:
 - (a) an open and enabling organisation ensuring that there is transparency in all aspects of council decision making.
 - (b) a council which empowers and cares about people by supporting all children to have the best start in life and ensuring all children have a high quality, enjoyable education that enables them to achieve to their full potential.

Executive Summary

- 3 The Children's and Families Committee on 12 July 2021, approved a process by which a school would convert from a local maintained school to an academy. The Committee delegated authority to certain officers to enable delegated decisions to be taken by them subject to a number of exemptions.

- 4 The proposed conversion does not fall into any of the exemptions approved by Committee. However, Committee approval is sought for the academisation of the school as it is a significant decision in terms of the effects of the decision on communities living or working in an area comprising one ward or electoral divisions.
- 5 The academisation of a school removes it from the control of the local authority and transfers it a charitable trust. The staff and assets of the school are all transferred to the charity with the school building and land being leased to them by the Council on a 125-year lease, with the charitable trust receiving funding direct from the Government.

RECOMMENDATIONS

The Childrens and Families committee is recommended to:

1. Authorise the Executive Director of Children's Services in consultation with the Chief Finance Officer and the Monitoring Officer to take all steps necessary to agree and execute the Commercial Transfer Agreement (Appendix 1) to the Alexandra Academy Trust relating to the transfer of all staff under the Transfer of Undertakings (Protection of Employment) Regulations 2006, and assets.
2. Authorise the Executive Director of Place and Chief Finance Officer to take the steps necessary to agree the required transactions in relation to land, facilities or shared use agreements as are necessary in order to facilitate the conversion, including (but not limited to) the grant and completion of a lease (see Appendix 2) to the Alexandra Academy Trust for 125 years substantially in the form of the model lease produced by DfE at a peppercorn rent. The school site is identifiable as shown on the accompanying redline lease plan (see Appendix 3).

Background

- 6 The introduction of the Academies Act in 2010 enabled schools to apply to the Secretary of State to convert to an Academy. The effect of becoming an Academy is to remove the school from the control of the local authority and enables them to become a publicly funded independent state school which is directly funded by the Department of Education. Academies are run by academy trusts which are charitable companies limited by guarantee.
- 7 The Council is under a statutory duty to facilitate the academisation of schools and are expected to work constructively with academies so that the conversion takes place within a specified time period. Local authorities liaise with regional schools' commissioners, schools and academy trusts to transfer the school's assets and liabilities to the academy trust. This includes agreeing a lease for the land and buildings occupied by the school. A commercial transfer agreement between the local authority, the school

governing body and the academy trust records the assets and liabilities (such as existing contracts and staff) that the academy trust is acquiring.

- 8 Gainsborough Primary and Nursery School is a Community school. A community school is maintained by the Council and the Council are the owners of the land, building, equipment and the ultimate employer of the school staff. The school applied to the Department for Education to become an academy, the DFE granted an Academy Order on 19 December 2023 (see Appendix 4) for the school to convert to an Academy on 1 September 2024.
- 9 Gainsborough Primary and Nursery School is in Crewe, Cheshire. School capacity is 420 pupils; there are currently 300 pupils in the two form entry school. The current secondary feeders are The Oaks Academy and Ruskin Community High School, which are not part of the Alexandra Academy Trust.
- 10 Alexandra Academy Trust, Monks Coppenhall Primary School, Remer Street, Crewe, CW1 4LY, was established on 1 February 2016. It currently has two Cheshire East Primary academies. Alexandra Academy Trust is governed by its Board of Trustees. The Trustees are the legal governors of the Trust and the directors of the charitable company, and are responsible for the operation and performance of all schools in the Trust.
- 11 The two Cheshire East Primary Schools converted to the Trust in 2016 and 2021, so the council have supported previous conversions. The Trust Chief Executive Officer (CEO) attends regular meetings with the CEC Education Team, sharing working practices with other Trust Senior Leaders.
- 12 As the land and assets used by the school are currently owned by the Council, it will therefore be necessary for the Council to negotiate and enter into a 125-year lease. The lease will enable the Academy to use the land and assets in accordance with the lease. The granting of the 125-year lease will be of the school site and will be a peppercorn rent to the Academy, with the Academy Trust taking the responsibility of maintaining the assets. The freehold interest will remain with the Council.
- 13 A commercial transfer Agreement is required to transfer the responsibility of all the administration, including employment of personnel and pension obligations, maintenance of the school and insurance to the Academy Trust.
- 14 Non-teaching staff at schools fall within the Local Government Pension scheme("LGPS"). As the employer, the academy would be responsible for meeting the employers pension contributions. Academies are obliged to offer LGPS membership to all staff and staff transferring would simply continue their scheme membership. The Council remain the pension authority under the LGPS.
- 15 The Council will remain the co-ordination body for admissions for the Academy which means that parents/carers only need to complete one application form. The academy will be responsible for applying its own allocation criteria to the list of applications supplied by the Council. The Academy will be responsible for the setting up of an independent admission

appeals panel on conversion to hear appeals, however, whilst the Academy is establishing its own independent panel the Council may continue to hear any outstanding appeals.

Consultation and Engagement

- 16 Appropriate consultation and engagement has taken place as required to support the conversion. Specific Human Resources engagement is set out in sections 40, 41 and 42 below.

Reasons for Recommendations

- 17 In April 2021, the Education Secretary set out the government's vision of "a world-class school-led system where every school is part of a family of schools in a strong multi-academy trust (MAT)."
- 18 Key reasons schools consider conversions to MATs are to increase collaboration, to benefit from better strategic planning and direction; to provide more opportunities to staff for professional development; to gain access to better centrally provided services; to benefit from cost savings and efficiencies; to benefit from strengthened governance and leadership. Source: [Schools' views on the perceived benefits and obstacles to joining a multi-academy trust \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)
- 19 Gainsborough Primary and Nursery School is one of 51 primary school provisions in Cheshire East which has not already converted to an Academy. There are currently 72 primary academies.
- 20 The school and Governing Board began to consider options for academisation in September 2022.
- 21 The DfE granted an academy order in December 2023; therefore the Council is under a statutory duty to facilitate the academisation of the school and is expected to work constructively so that the conversion takes place within a specified time period.

Other Options Considered

- 22 The Council's consent is not required for the School to convert to a Academy. The Council consent is required for the commercial and land transaction. The land and commercial transactions follow standard documentation which the Council and school can vary to achieve the best outcome dependant on the individual circumstance of each school. This may include historic land issues and sporting facilities as way of example.
- 23 An Academy Proprietor is entitled to expect the lease of all the premises and facilities which the school uses and are matters for negotiation and if agreement cannot be reached then the Council should make application to the Office of the School's Adjudicator on or before the conversion date seeking resolution of the dispute.

- 24 The Secretary of State (SoS) retains a default power under the Academies Act 2010 where there is an inability to reach agreement and negotiate the lease arrangements and a Commercial Transfer Agreement.
- 25 It is therefore preferable for the Council to reach agreement with the Governing Body of the School and the Trust and enter into the lease arrangements and a Commercial Transfer Agreement in respect of these matters, rather than be subject to transfer schemes which may be made by the Secretary of State. This agreement will be overseen and scrutinised by various specialist service teams including legal and property services.

Implications and Comments

Monitoring Officer/Legal

- 26 Under section 6 subsection (2) of the Academies Act 2010, the Council as the local authority must cease to maintain the school on the conversion date, being 1 September 2024, the date on which the school is expected to open as an Academy.
- 27 In order to facilitate this, approval is required to enter into two legal agreements, being a lease and a commercial transfer agreement. Under the provisions of the Academy Order and of the Academies Act, the Council is required to negotiate and enter into a 125-year lease. If the Council fails to negotiate terms of the lease, the SoS has power to make a property transfer scheme and impose terms on the Council. The Council will finalise the terms of lease before the transfer. The Council is required to formalise the transfer of the maintenance responsibility of the Schools to the Academy Trust by way of the commercial transfer agreement.

Section 151 Officer/Finance

- 28 The conversion to Academy status has a number of financial implications for the Council. However, the authority must cease to maintain the school on the appropriate date.
- 29 The transfer of staff who are members of the LGPS as described above creates an obligation on the school to meet an appropriate proportion of the pension fund scheme deficit; agreement was made by the Council's Corporate Committee on an appropriate basis for determining the relevant resource and this has been advised to the schools and their identified sponsors.
- 30 The Academy will be responsible for all outgoings related to the land to include public liability and premises insurances or participation in the DfE Risk Protection Arrangement, and repairs / maintenance. The Council will retain a landlord role, but the leases will contain provisions for recovering costs for approvals required under the terms of the leases e.g. for alterations.

- 31 The CTA can also provide for certain liabilities to fall on the Council, e.g. certain staff termination costs where a reorganisation is necessary to balance the budget and action has not been previously taken by the school. The extent of such liabilities would need to be identified in the CTA. The CTA includes standardised text that confirms the Council remains liable for any pre conversion costs and the academy is responsible for post conversion costs. It must be noted that any cash balance or local bank account balance remains the property of the Council (excluding any local school funds). However, in this case, the school do not have a local bank account.
- 32 The creation of an Academy means that resources are paid to the school directly by the Education Funding Agency (EFA) once the local Authority ceases to maintain the school. There is a consequent reduction in an Authority's Dedicated Schools Grant (DSG), based broadly on replication of the Authority's funding formula for schools.
- 33 The Local Authority has made it clear that it expects the School and the Governing Body or the Interim Executive Board to discharge their financial responsibilities in respect of public money appropriately. The school is predicted to have a surplus on conversion.
- 34 The Local Authority requires that any surplus at the point of closure will be treated in accordance with the provisions of the Academies Act 2010 and the guidance on Academy surplus and deficits issued by the Department for Education. The Finance Service will complete a "final balance" calculation to ensure all costs and funding are correctly allocated. This can be complex and it must be agreed with the school within four months of conversion.

Policy

- 35 The implementation of academy conversion is undertaken in accordance with national legislation as per the various Education Acts as referred to earlier in this report.
- 36 The governing body of an academy will be the admitting authority. This means they have the power to set and apply their admission criteria. They must adhere to the mandatory provisions of the School Admissions Code and follow the provisions set out in the local authority's scheme of co-ordination.

Equality, Diversity and Inclusion

- 37 The Academies Conversion programme is a Central Government Policy. The school will become their own admissions authority but will continue to work with the local authority to ensure they are code compliant. Strong relationships will remain with the school and Headteacher on a wide variety of educational themes post conversion.
- 38 The SoS has confirmed that the School will convert to Academy status on 1 September 2024. The Council will urge the new Academy, as a public body, to be mindful of its Public Sector Equality Duty in particular in relation to its admissions policy and recruitment and management of staff.

- 39 An Equality Impact Assessment (EqIA) should be undertaken by the relevant governing body/interim executive board of the school prior to conversion for the School to adequately discharge their equality duty. The Local Authority will work with and remind the schools governing body/interim executive board of its duty to ensure this is undertaken to address the impact prior to conversion.

Human Resources

- 40 The Council employees in respect of the School will transfer from the Council to the Academy under TUPE regulations. The school uses the dedicated Local Authority HR service for Schools who will advise on human resource implications with the Council keeping a watching brief to ensure all statutory requirements are met and often responds where Union concerns are raised.
- 41 In addition, members of staff at the school that are currently employed by the Council are to transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 to the Trust under a Commercial Transfer Agreement (CTA).
- 42 The statutory TUPE consultation process is on-going and is being managed and co-ordinated by the HR Team. A formal consultation meeting took place with relevant Unions on 1 May 2024 and minutes of the meeting will be circulated to all relevant parties.

Risk Management

- 43 The management of risk to the Council arising from the conversion of the school to an academy is governed by the structured legislative process which is followed; this ensures due diligence is undertaken at all stages and that the Council complies with its statutory responsibilities and the conversion process is completed effectively and efficiently.
- 44 The Council is required to take all reasonable steps to facilitate the conversion, as described in the body of the report, and then “Cease to Maintain” the school; by co-operating with the conversion process, negotiating and entering into the lease agreements, the need for the Secretary of State to enforce a transfer scheme under the Academies Act 2010 is mitigated.
- 45 All parties are kept regularly informed of progress to ensure any concerns are picked up and resolved at the earliest opportunity to keep the conversation on track.

Rural Communities

- 46 There are no direct implications for rural communities.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 47 There are no direct implications for children and young people.

Public Health

48 There are no direct implications for public health.

Climate Change

49 There are no direct implications for climate change.

Access to Information	
Contact Officer:	Joe Carter Education Project Manager Joe.carter@cheshireeast.gov.uk
Appendices:	Appendix 1: Draft Commercial Transfer Agreement Appendix 2: Draft Lease Appendix 3a & 3b: Gainsborough's Lease plan and plan with retained land Appendix 4: Academy Order for Gainsborough Primary and Nursery School
Background Papers:	Convert to an academy: documents for schools - GOV.UK (www.gov.uk)



Department
for Education

Commercial Transfer Agreement

**Legal agreement between a Local
Authority, predecessor school
governing body and academy trust**

November 2013

DATED _____ 2024

(1) CHESHIRE EAST COUNCIL

(2) THE GOVERNING BODY OF GAINSBOROUGH PRIMARY AND NURSERY SCHOOL

(3) ALEXANDRA ACADEMY TRUST

TRANSFER AGREEMENT

Re: GAINSBOROUGH PRIMARY AND NURSERY SCHOOL

THIS AGREEMENT is made 2024

BETWEEN:

- (1) CHESHIRE EAST BOROUGH COUNCIL of C/o Delamere House, Delamere Street, Crewe, Cheshire CW1 2LL (the "**Council**");
- (2) THE GOVERNING BODY of GAINSBOROUGH PRIMARY AND NURSERY SCHOOL of Belgrave Road, Crewe CW2 7NH (the "**Governing Body**");
- (3) THE ALEXANDRA ACADEMY TRUST, a company limited by guarantee registered in England and Wales (company number 09978459) whose registered office is at Monks Coppenhall Primary School, Remer Street, Crewe CW1 4LY (the "**Company**").

WHEREAS

- (A) The School will close and the Company will, from the Transfer Date, operate the Academy on the same site as the School.
- (B) The freehold of the site of the School is owned by the Council and on the Transfer Date the Council will grant a lease to the Company of the site currently occupied by the School.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:-

- | | |
|--------------------------------------|--|
| "Academy" | means the academy to be run by the Company on the site of the School under the proposed name <u>Gainsborough Primary and Nursery School</u> ; |
| "Assets" | means all property, undertaking, rights and assets, whether tangible or intangible, of whatever nature used or held by the Council and/or the Governing Body (as the case may be) for the purposes of the School including those listed in 0, but excluding the Excluded Assets; |
| "Contractor" | means a contractor providing services to the Company to whom the contract of employment of any Transferring Employee is transferred pursuant to the Regulations on or after the Transfer Date; |
| "Contracts" | means the contracts entered into by the Council and/or the Governing Body (as the case may be) for the purpose of operating the School in the ordinary course of business which are still in force at the Transfer Date, including those contracts listed in 0 (true and accurate copies of which have been disclosed to the Company prior to the Transfer Date); |
| "Data Protection Legislation" | means all laws and guidance by relevant supervisory authorities relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time, including: a) the Data Protection Act 2018 ("DPA 2018"); b) the UK General Data Protection Regulations as defined in s3(1) DPA 2018, as may be amended from time to time and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 |

("PECR"), as may be amended, d) any other applicable law about the processing of personal data and privacy; and references to "Controller", "Processor", "Data Subjects", "Personal Data", "Processing" (and "Process" and "Processed" shall be construed accordingly) and "Special Categories of Personal Data" have the meanings set out in, and will be interpreted in accordance with the GDPR.

- "Directive"** means the Safeguarding of Employees Directive (2001/23/EC) (as amended, re-enacted or extended from time to time)
- "Eligible Employees"** means the Transferring Employees who are active members of or eligible to join either the LGPS or the TPS immediately before the Transfer Date;
- "Employee Liability Information"** means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the Regulations;
- "Employee Schedule"** means a list of all School Employees as at the date that the list is provided to the Company;
- "Encumbrance"** means any mortgage, charge, pledge, lien, equity, option, restriction, right of refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;
- "Excluded Assets"** means the assets described in 4 which are excluded from the transfer effected by this Agreement;
- "Final Employee Schedule"** means a list of all School Employees as at the Transfer Date;
- "Funding Agreement"** means a funding agreement to be entered into between the Secretary of State for Education and the Company with regard to funding arrangements for the Academy;
- "Law"** means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, , regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Company is bound to comply;
- "Loss"** means all costs, claims, liabilities and expenses (including reasonable legal expenses);
- "the LGPS"** means a Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under Sections 7 and 12 of the Superannuation Act 1972 as from time to time amended;

“the Personnel Files”	means in respect of the Transferring Employees copies of all personnel files or records relating to their employment at the School and any previous period of continuous employment with the Council and/or the Governing Body, including without limitation a copy of any contractual documentation, any documentation relating to job description, pay information, training records, information relating to sickness absence, a copy of any disciplinary warnings and a copy of any grievances;
“the Pupil Records”	means the following records and information in respect of the pupils at the School who will or who are likely to become pupils at the Academy: All pupil records currently held by the school.
“the Regulations”	means The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted from time to time);
“the School”	Means; Gainsborough Primary and Nursery School
“School Employees”	means any employees of the Council or of the Governing Body or of any other persons who are assigned to the School or to services provided in connection with the School;
“Staffing Information”	means, in respect of the School Employees, the information listed in Schedule 1;
“the TPS”	means the Teachers’ Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 9 and 12 of and Schedule 3 to the Superannuation Act 1972 as from time to time amended;
“Transfer Date”	means THE DATE SPECIFIED IN THE FUNDING AGREEMENT ON WHICH the Academy will open;
“Transferring Employees”	means any School Employees whose employment transfers to the Company or to a Contractor on the Transfer Date pursuant to the Regulations and who are listed in the Employee Schedule;

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;
- 1.2.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;
- 1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and
- 1.2.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

- 1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.
- 1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.
- 1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.
- 1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.

2. CONDITION PRECEDENT

- 2.1 This Agreement is conditional on the Funding Agreement being signed by the Company and the Secretary of State. If the Funding Agreement is not so signed by the date which is six months after the date of this Agreement (the "Deadline"), this Agreement will cease to have effect on the day after the Deadline.

3. OPERATION OF THE REGULATIONS

The Parties intend and acknowledge that the closing of the School and the opening of the Academy shall constitute a transfer to which the Directive and the Regulations apply and agree that as a consequence that the contracts of employment made between the current employer and the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under any occupational pension scheme) shall have effect from and after the Transfer Date as if originally made between the Company or (as the case may be) a Contractor and the Transferring Employees.

4. PROVISION OF STAFFING INFORMATION AND WARRANTIES

- 4.1 Without prejudice to its obligation pursuant to the Regulations to provide the Employee Liability Information, the Council shall to the extent lawfully permitted provide the Company with the Employee Schedule and Staffing Information.
- 4.2 The Council shall notify the Company of any material change to the Employee Schedule and the Staffing Information as soon as is reasonably practicable and shall upon request by the Company meet the Company to discuss the information disclosed.
- 4.3 The Council warrants:
 - 4.3.1 that the information in the Employee Schedule and the Staffing Information shall be complete and accurate and kept up to date;
 - 4.3.2 that neither it (nor as far as the Council is aware, any other employer of a School Employee) is in material breach of the contract of employment of any of the School Employees nor is any School Employee in material breach of his / her contract of employment;
 - 4.3.3 that none of the Transferring Employees have given or received notice of termination of employment nor are any of the Transferring Employees the subject of any material disciplinary action nor is any Transferring Employee engaged in any grievance procedure; and
 - 4.3.4 that neither it (nor as far as the Council is aware, any other employer of a School Employee) is engaged in relation to any School Employee in any

dispute, claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the provisions of the Regulations and any claim or allegation of unlawful discrimination;

- 4.3.5 that all School Employees who carry out teaching are eligible to do so in accordance with the Education (Specified Work) (England) Regulations 2012; and
 - 4.3.6 that by the Transfer Date all Transferring Employees will have been checked against the Children's Barred List and checked through the Disclosure and Barring Service and all other checks required by law.
- 4.4 The Council undertakes to the Company that during the period from the date of this Agreement up to and including the Transfer Date:
- 4.4.1 the Council and the Governing Body shall enable and assist the Company and such other persons as the Company may determine to communicate with and meet the School Employees and their trade union or other employee representatives;
 - 4.4.2 the Council and the Governing Body, shall not, and shall use reasonable endeavours to procure that any other employer of the School Employees shall not, without the prior written consent of the Company:
 - (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay and job description) of any School Employees (other than where such amendment or variation has previously been agreed between the Council and the School Employees in the normal course of business, and where any such amendment or variation is not in any way related to the transfer to the Company);
 - (b) terminate or give notice to terminate the employment or engagement of any School Employees (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
 - (c) employ or assign any person to the school who would or might as a consequence of such employment or assignment become a Transferring Employee;

and the Council shall indemnify the Company from and against all Losses incurred by the Company in connection with or as a result of a breach of their obligations under this clause.

5. APPORTIONMENTS

- 5.1 The Council shall be responsible for (and shall use reasonable endeavours to procure that any other employer shall be responsible for) all emoluments and outgoings in respect of the School Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the Transfer Date, and will indemnify the Company (both for itself and any Contractor) against all Losses incurred by the Company or any Contractor in respect of the same.
- 5.2 The Company shall be responsible for all emoluments and outgoings in respect of the school Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period after the Transfer Date and will indemnify the Council against Losses in respect of the same.

6. INFORMATION AND CONSULTATION

- 6.1 The Company shall comply (and shall procure that any Contractor complies) with its obligations under Regulation 13 of the Regulations during the period prior to the Transfer Date.
- 6.2 The Council shall comply with its obligations under Regulations 13 and 14 of the Regulations during the period prior to the Transfer Date, save where the Council is unable to do so as a result of the failure of the Company and/or any Contractor to comply with their duties under Regulation 13 of the Regulations.

7. INDEMNITIES

- 7.1 The Council shall indemnify the Company (either for itself or for or on behalf of any other person to whom the Transferring Employee or any liability relating to them has transferred or is alleged to have transferred) against all Losses incurred by the Company in connection with or as a result of:
 - 7.1.1 any claim or demand by any School Employee (whether in contract, tort, under statute, pursuant to any applicable law) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any School Employee, or any claim relating to the period on and before the Transfer Date;
 - 7.1.2 any failure by the Council or any other employer of the School Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Company or any Contractor to comply with its duties under Regulation 13 of the Regulations; and / or;
 - 7.1.3 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the School Employees (or other employees of the Council or Governing Body) arising from or connected with any failure by the Council or to comply with any legal obligation to such trade union, body or person which arose on or before the Transfer Date.;
- 7.2 If in connection with the closing of the School and the opening of the Academy, it is found or alleged that the employment of any person other than the Transferring Employees has transferred to the Company or a Contractor pursuant to the Directive or the Regulations:
 - 7.2.1 The Contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Council, and;
 - 7.2.2 the Council may offer (or may procure that a third-party may offer) employment to such person within 15 Working Days of the notification by the Company or take such other reasonable steps as the Council considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
 - 7.2.3 If an offer referred to in paragraph 7.2.2 is accepted, or if the situation has otherwise been resolved by the Council, the Contractor shall immediately release the person from their employment or alleged employment.
 - 7.2.4 If by the end of the 15 Working Day period specified in paragraph 7.2.2;

- No such offer of employment has been made;
- Such offer has been made but not accepted; or
- The situation has not otherwise been resolved.

the Company (or, where applicable, the Contractor) may by 4pm within five Working Days of the end of the period specified in 7.2.4 above, give notice to terminate the employment or alleged employment of such person; and

7.2.5 Subject to the Contractor acting in accordance with these provisions of paragraph 7 and in accordance with all applicable proper employment procedures set out in Law, the Council shall indemnify and keep indemnified the Company (both for itself and any Contractor) against all Losses which the Company (or, where applicable, the Contractor) may suffer or incur in respect of that dismissal and the employment of that person up to the date of the dismissal provided that the Contractor takes all reasonable steps to minimise any such losses.

7.2.6 The indemnity in 7.2.5 above shall not apply;

- (a) In any case in relation to any alleged act or omission of the Contractor, any claim for; (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion, or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
- (b) Any claim that the termination of employment was unfair because the Company neglected to follow to a fair dismissal procedure.

7.3 The Company shall, indemnify the Council (either for itself or on behalf of any Contractor) against all Losses incurred by that party in connection with or as a result of:

7.3.1 any claim or demand by any School Employee (whether in contract, tort, under statute, pursuant to any applicable law) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Company or the Contractor, as the case may be, in respect of any School Employee or any claim relating to the period on or after the Transfer Date;

7.3.2 any failure by the Company or the Contractor, as the case may be, to comply with its obligations under Regulation 13 of the Regulations; and/or

7.3.3 any claim or demand by any School Employee arising out of any change or proposed change in the terms and conditions of employment or working conditions of that person on or after their transfer to the Company or the Contractor, as the case may be, on the Transfer Date, where that School Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of the Regulations on or before the Transfer Date as a result of any such changes.

8. PENSIONS

- 8.1 The parties acknowledge that the Academy is a “scheme employer” for the purposes of the Local Government Pension Scheme Regulations 2013 (“the LGPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the LGPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).
- 8.2 The parties acknowledge that the Academy is an “employer” for the purposes of the Teachers’ Pension Scheme Regulations 2014 SI 2014/512 (“the TPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the TPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).
- 8.3 The Company acknowledges that the Eligible Employees shall be, or as the case may be, remain eligible for membership of the LGPS or the TPS (as the case may be) while employed at the Academy following the Transfer Date subject to the terms of the LGPS Regulations and the TPS Regulations.
- 8.4 The Company shall be responsible for any LGPS deficit relating to the Eligible Employees’ membership of the LGPS referable to service up to and including the Transfer Date.
- 8.5 The Company shall be responsible for all employer contributions payable to the LGPS and the TPS in respect of the Eligible Employees and any other sum due to the LGPS and the TPS in respect of the Eligible Employees.
- 8.6 The Company shall:
- 8.6.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any of the Eligible Employees;
 - 8.6.2 promptly provide to the Council such documents and information which the Council may reasonably request in advance of any onward transfer of any person engaged or employed by the Company; and
 - 8.6.3 fully co-operate with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Company.

9. THE ASSETS AND THE CONTRACTS

- 9.1 On the Transfer Date the Council and/or the Governing Body (as applicable) will transfer (or to the extent that it is not the owner thereof shall procure the transfer of) the legal and beneficial interest in the Assets, free of charge and free from any Encumbrance, to the Company, save for any Encumbrance which has been fully and accurately disclosed to the Company prior to the Transfer Date.
- 9.2 The Council and/or Governing Body (as applicable) undertakes with effect from the Transfer Date to assign to the Company or to procure the assignment to the Company all the Contracts which are capable of assignment without the consent of other parties to those contracts.
- 9.3 If any of the Contracts cannot be transferred to the Company except by an assignment made with the consent of another party or by an agreement of novation:
- 9.3.1 this Agreement shall not constitute an assignment or an attempted assignment of the Contract if the assignment or attempted assignment would constitute a breach of the Contract;

- 9.3.2 after the Transfer Date the parties shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment, or to procure the novation, of the Contract; and
- 9.3.3 until the consent or novation is obtained:
- (a) the Council or the Governing Body (as the case may be) shall hold the same on trust for the Company and shall (at its cost) do all such acts and things as the Company may reasonably require to enable due performance of the Contract and to provide for the Company the benefits of the Contract (including enforcement of any right of the Council or the Governing Body (as the case may be) against the other party to the Contract arising out of its termination by the other party or otherwise);
 - (b) the Company shall (if sub-contracting is permissible and lawful under the Contract in question), as the Council's or Governing Body's (as appropriate) sub-contractor, perform all the obligations of the Council (or Governing Body) under such Contract and where sub-contracting is not permissible, the Company shall perform such obligations as agent for the Council or Governing Body (as appropriate); and
 - (c) unless and until any such Contract is assigned or novated, the Council or Governing Body (as appropriate) shall (so far as it lawfully may) at the Company's cost give all such assistance as the Company may reasonably require to enable the Company to enforce its rights under such Contract, including, providing access to all relevant books, documents and other information in relation to such Contract as the Company may reasonably require from time to time.
- 9.4 Pending the Transfer Date, possession of the Assets shall be retained by the Council and/or the Governing Body (as the case may be).
- 9.5 All receipts relating to the Assets and the Contracts and all Losses and outgoings incurred or payable in relation to the Assets and the Contracts up to the Transfer Date ("**Historic Liabilities**") shall belong to, and be paid and discharged by, the Council or, as the case may be, the Governing Body and the Council undertakes to indemnify and keep the Company and the Governing Body indemnified against any Historic Liabilities.
- 9.6 All receipts relating to the Assets and the Contracts and all Losses and outgoings incurred or payable as from and including the Transfer Date ("**Future Liabilities**") shall belong to, and be paid and discharged by the Company and the Company undertakes to indemnify and keep the Council and the Governing Body indemnified against any Future Liabilities.
- 9.7 The Company agrees that, following the Transfer Date, it shall provide the Council with sufficient information, as reasonably requested by the Council, to enable the Council to accurately determine and discharge any Historic Liabilities (including, without limitation, any payments relating to the School's accounts). In the event that the Council makes an underpayment or overpayment in relation to any Historic Liabilities (including, without limitation, any payments relating to the School's accounts), the Council and the Company agree to repay any such sums to the other (as appropriate). In the event that the Council has made no payment in relation to any Historic Liabilities but has received payment from the Secretary of State in respect of these, and this amount is an underpayment or an overpayment, the Council and the Company agree to repay any such sums to the other (as appropriate).
- 9.8 The Council and the Governing Body shall on or before the Transfer Date deliver to the Company the Personnel Files and the Pupil Records, to the extent that they are

permitted to do so by Data Protection Laws (and both the Council and the Governing Body shall use reasonable endeavours to ensure that they are permitted by Data Protection Laws to deliver such information to the Company).

9.9 The Company undertakes not to use the Personnel Files or the Pupil Records for any purposes unconnected with the operation and management of the Academy, the purposes for which such information was originally collected or any other lawful purposes.

10. **CONDUCT OF CLAIMS**

10.1 In respect of the indemnities given in this Agreement:

10.1.1 The indemnified party shall give written notice to the indemnifying party as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;

10.1.2 The indemnifying party shall at its own expense have the exclusive right to defend, conduct and/or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact on the indemnified party, the indemnifying party shall consult with the indemnified party and shall at all times keep the indemnified party informed of all material matters; and

10.1.3 The indemnified party shall, at the indemnifying party's expense, provide all reasonable assistance and documentation required by the indemnifying party in connection with, and act as or be joined as a defendant in, any claim or proceedings brought by a third party. The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses (including legal costs and disbursements) incurred in providing such cooperation and/or arising as a result of the indemnifying party's failure to defend, conduct and/or settle such claims and proceedings.

11. **CONFIDENTIALITY**

Each party undertakes to the others that it will keep the contents of this Agreement confidential as between the parties and the Department for Education (or its successors) except to the extent that disclosure is required by law.

12. **THIRD PARTIES**

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") save that any Contractor may enjoy the benefit and enforce the terms of this Agreement in accordance with the Act. Notwithstanding this, neither the Council nor the Governing Body nor the Company require the consent of any Contractor to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Contractor.

13. **FORCE MAJEURE**

No party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

14. **GENERAL**

- 14.1 No forbearance or delay by any party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 14.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.
- 14.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction or illegal, the other provisions will remain unaffected and in force.
- 14.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between each of the parties or as authorising any party to act as agent for any other. No No party will have authority to make representations for, act in the name or on behalf of or otherwise to bind any other party in any way.
- 14.5 No party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other parties (such approval not to be unreasonably withheld or delayed).
- 14.6 Each party will, at the request of the other party and its own cost, do (or procure others to do) everything necessary to give the other party the full benefit of this Agreement.
- 14.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.
- 14.8 Any notice shall be deemed to have been duly received:
- 14.8.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
 - 14.8.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
 - 14.8.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.9 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.10 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 14.11 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.
- 14.12 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in and supersedes any previous agreement between the parties.
- 14.13 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person

(whether party to this Agreement or not) other than as expressly set out in this Agreement.

15. **GOVERNING LAW AND JURISDICTION**

15.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.

15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

SIGNED by _____)
Duly authorised on behalf of the)
COUNCIL

SIGNED by _____)
Duly authorised on behalf of the)
GOVERNING BODY

SIGNED by _____)
Duly authorised on behalf of the)
COMPANY

SCHEDULE 1

STAFFING INFORMATION

1. Individual terms and conditions

1.1 Copies of all current employment contracts, and all other terms and conditions of employment.

1.2 A schedule comprising in respect of each employee, the following particulars:-

- (a) full name;
- (b) post;
- (c) whether the employment is full or part time;
- (d) sex;
- (e) date of birth;
- (f) date of commencement of service;
- (g) notice period;
- (h) remuneration;
- (i) pension;
- (j) in respect of teachers:
 - (i) scale point or leadership group spine point;
 - (ii) whether the employee is a post-threshold teacher;
 - (iii) management, recruitment, retention and/or any other allowances payable;
 - (iv) any applicable assimilation safeguarding,

and all other benefits whether contractual or otherwise.

1.3 Details of any recent changes of terms and conditions in relation to any employee.

1.4 Copies of any employee handbooks, rules and other policies, procedures, arrangements or agreements in relation to:-

- (a) redundancy procedures and payments;
- (b) sickness absence and sick pay entitlements;
- (c) equal opportunities;
- (d) disciplinary matters;
- (e) maternity rights;

and details of whether or not each of the above are discretionary or contractual.

1.5 Copies of any job descriptions.

1.6 Details of any practices or customs which although not written down form part of employees' terms and conditions of employment.

2. **Collective bargaining**

2.1 Details of the names of all trade union and other employee representatives, with the name of the trade union, the position held and how long the position was held.

2.2 Details of any trade union recognised by the Council / Governing Body, giving the date and details of the recognition agreement (and a copy if available), with brief details of current and historic labour relations and any pending negotiations.

3. **Disputes**

3.1 Details of any dispute with any employee whether brought under the Council / Governing Body's disciplinary or grievance procedure or otherwise and any matters which might give rise to such.

3.2 Details of any litigation threatened or pending against the Council / Governing Body, including any court, employment tribunal or arbitration claims or any matters which might give rise to such.

3.3 Details of any enquiry, correspondence or contact between the Council / Governing Body and the Equality and Human Rights Commission, the Health and Safety Executive and HM Revenue and Customs concerning employees.

3.4 Details of any court judgment or current employment tribunal award in respect of any employee dispute.

3.5 Details, and, if available, copies, of any warnings given to employees under the Council / Governing Body's disciplinary or capability procedures.

4. **Dismissals**

4.1 Details of all dismissals/resignations within the last 12 months including reasons for the dismissal/resignation.

4.2 Details of all employees recruited within the last 12 months.

5. **Working Time Regulations 1998**

5.1 Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.

6. **Health and Safety**

6.1 Details of any health and safety complaints or recommendations or claims within the last 2 years and any anticipated/pending claims.

7. **Absent employees**

7.1 Details of all employees who have notified the Council / Governing Body that they are pregnant or who are currently absent on maternity leave.

7.2 Details of all employees on long term sick leave together with confirmation of the nature of their illness and the duration and dates of their absence(s) due to that condition.

8. **Job Evaluation Scheme**

8.1 A copy of any job evaluation scheme.

9. **Pension**

9.1 A list of all pension schemes (both occupational and personal) applicable to the employees.

SCHEDULE 2
THE CONTRACTS

Part 1 – Non-ChESS Contracts

Supplier	Services	Date Purchased	Contract End Date
West Mercia Energy	Gas and Electricity	01/04/2022	31/03/2025
Water Plus	Water	27/02/2024	26/02/2025
Cropper Grounds Maintenance	Grounds maintenance	01/04/2021	31/03/2025
Ansa	Waste collection	01/06/2023	3 months' notice required
Sonitech	Key holder/out of hours callout	01/10/2020	30/09/2024
Booth Air Conditioning	Air con maintenance	01/09/2023	31/08/2024
Cheshire East pest control	Pest control (ants/wasps)	01/04/2024	31/03/2025
Citron	Personal hygiene units	01/11/2020	31/10/2024
Citron	Nappy waste	01/11/2023	31/10/2024
PHS	Air freshener and flushers for urinals	01/04/2020	

PSI	Heaters/extractor servicing	01/09/2022	31/08/2024
SAS/CHUBB	Educational visits insurance	14/09/2023	13/09/2024
CPOMS	Safeguarding software	18/11/2020	17/11/2024
GK Gas	Gas boiler servicing	01/09/2023	31/08/2024
DC Pro	Assessment software	01/06/2020	31/05/2024
Siemens	Leasing company linked with photocopiers	01/07/2021	30/06/2026
Weaver Business Machines	Photocopier lease	01/07/2021	30/06/2026
Enreach	Broadband/telephones	01/09/2021	31/08/2026
Cheshire East Catering	Meal/snack provider	Provider is changing	
Arbor	MIS	01/04/2024	31/03/2025
Osborne Technologies	Entrsign visitor system	19/03/2021	18/03/2025
School Spider	Website	01/09/2020	01/05/2024

TV Licence		01/10/2023	30/09/2024
Water Cooler Services	6 monthly servicing of water coolers	01/02/2024	01/02/2025

SCHEDULE 3

THE ASSETS

1. All equipment, furniture, fixtures and fittings on the site of the School ("**the loose plant and equipment**"), subject to all contractual obligations in respect of any part of the loose plant and equipment which is the subject of any leasing, hire or hire purchase agreements listed in Schedule 2 except, for the avoidance of doubt, the Excluded Assets.
2. All rights to use the name of the School and all logos and domain names used exclusively by the School. All copyrights, database rights and other intellectual property rights owned by the Council or Governing Body (as appropriate) and used exclusively by the School.
3. Any balance remaining from the School's budget following completion of due accounting procedures.

SCHEDULE 4
THE EXCLUDED ASSETS

The following assets are excluded from this transfer:

1. The freehold titles to the site of the School.
2. Cash in hand or at bank.

Dated _____ **2024**

(1) CHESHIRE EAST BOROUGH COUNCIL

- and -

(2) ALEXANDRA ACADEMY TRUST

LEASE

Property:	Gainsborough Primary and Nursery School
Term:	125 years

Table of contents	
Clause heading and number	Page number
1. DEFINITIONS AND INTERPRETATION	8
2. DEMISE RENTS AND OTHER PAYMENTS	14
3. TENANT'S COVENANTS	14
4. LANDLORD'S COVENANTS	22
5. INSURANCE AND RISK PROTECTION ARRANGEMENT	22
6. PROVISOS	23
7. LANDLORD'S POWERS	25
8. NEW TENANCY	25
9. CONTRACTS (RIGHT OF THIRD PARTIES) ACT	25
10. CHARITY	25
SIGNATURE PAGE	26
SCHEDULE 1	
PART 1 – THE PROPERTY	27
PART 2 – THE RETAINED LAND	28
SCHEDULE 2	
RIGHTS GRANTED	29
SCHEDULE 3	30
RIGHTS EXCEPTED AND RESERVED	30
SCHEDULE 4	
LANDLORD'S PROPERTY	32

LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1. Date of lease: 2024

LR2. Title number(s): **LR2.1 Landlord's title number(s):**
CH566453
CH566479

LR2.2 Other title number(s):

LR3. Parties to this lease:

Landlord:

Cheshire East Borough Council

of

**Delamere House, Delamere Street,
Crewe, Cheshire CW1 2JZ**

Tenant:

Alexandra Academy Trust

whose registered office is at

**Monks Copenhall Primary School,
Remer Street, Crewe, Cheshire CW1 4LY
(Company Registration Number:
09978459)**

Surety:

N/A

LR4.	Property: (referred to in the remainder of this lease as the "Property") In the case of a conflict between this clause and the remainder of this lease then for the purposes of registration, this clause shall prevail		Please see the definition of "Property" in clause 1.1
LR5.	Prescribed statements etc:	LR5.1	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003: The statements contained in clause 10 of this Lease
LR6.	Term for which the Property is leased: (referred to in the remainder of this lease as the "Term")	LR5.2	Not Applicable The term is as follows: 125 years from and including 2024
LR7.	Premium:		None
LR8.	Prohibitions or restrictions on disposing of this lease:		This lease contains a provision that prohibits or restricts disposition

LR9. Rights of acquisition etc:

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease:

None

LR9.3 Landlord's contractual rights to acquire this lease:

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:

None

LR11. Easements:

LR11.1 None

LR11.2 None

LR12. Estate rentcharge burdening the Property:

None

LR13. Application for standard form of restriction:

The Parties to this lease apply to enter the following standard form N restriction against the title of the Property

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings Great Smith Street London SW1P 3BT

LR14. Declaration of trust where there is more than one person comprising the Tenant:

Not applicable

THIS LEASE is made the day of2024

BETWEEN:

- (1) **CHESHIRE EAST BOROUGH COUNCIL** of Delamere House, Delamere Street, Crewe, Cheshire CW1 2JZ ("the **Landlord**")
- (2) **ALEXANDRA ACADEMY TRUST** (Company No **09978459**) (Exempt Charity) whose registered office is at Monks Coppenhall Primary School, Remer Street, Crewe, Cheshire CW1 4LY ("the **Tenant**")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:

- "Amenities"** drainage water gas electricity telephone and any other services or amenities of like nature;
- "Conduits"** gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them;
- "End Date"** the date that falls 90 working days after the Funding Termination Date;
- "Environment Acts"** the Environmental Protection Act 1990, the Environment Act 1995, the Environment act 2021, the Water Resources Act 1991, the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term;
- "Fixtures and Fittings"** all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems [hardware and cabling of computer systems] and any other apparatus from time to time in or upon the Property;

"Funding Agreement"

- (a) an agreement pursuant to Section 1 of the Academies Act 2010 made between (1) the Secretary of State for Education and (2) the Tenant; and
- (b) any replacement or renewal of such agreement between the same parties and in substantially the same form; and
- (c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property;

"Funding Termination Date"

the date that falls 30 working days after the termination of the Funding Agreement;

"Insured/Covered Risks"

fire, lightning, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heave, impact, terrorism, bursting or overflowing of water tanks and pipes, damage by aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time or are covered by the Risk Protection Arrangement of which the Tenant is a member, Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters or by the terms of the Risk Protection Arrangement, provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks upon terms or at a premium which the Tenant considers reasonable or if the risks are not covered by the Risk Protection Arrangement of which the Tenant is a member then during such period such risk or risks are deemed to be excluded from the definition of "Insured/Covered Risks";

"Interest"

interest at the rate of 3 per cent per annum above Lloyds Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time;

“Landlord’s Property”	land and buildings including the Property registered at the Land Registry under Title Numbers CH566453 and as to part CH566479;
"Law"	any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority;
"Lease"	this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it;
"Outgoings"	all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses);
"Plan"	the plan or plans annexed to this Lease;
"Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;
"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
“President”	the President of the Institution of Chartered Surveyors;
"Property"	the property described in Part 1 Schedule 1;
"Reinstatement Value"	the full cost of reinstating the Property including:- (a) temporarily making the Property safe and protecting any adjoining structures; (b) debris removal demolition and site clearance;

- (c) obtaining planning and any other requisite consents or approvals;
- (d) complying with the requirements of any Law;
- (e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement;
- (f) all construction costs;
- (g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant);

"Relevant Secretary of State" of such secretary of state or Minister of the Crown as may be nominated by the Secretary of State for Education to take an assignment of this Lease;

"Rent" a peppercorn;

"Retained Land" the adjoining land of the Landlord described in Part 2 Schedule 1

"Risk Protection Arrangement" arrangements to cover certain risks as operated by the Department for Education.

"Secretary of State for Education" of the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time;

"Term" 125 years from and including the Term Commencement Date;

"Term Commencement Date" 2024

"Termination Date" the date of expiration or sooner determination of the Term;

“the 1954 Act” the Landlord and Tenant Act 1954;

“the 1995 Act” the Landlord and Tenant (Covenants) Act 1995;

"VAT" Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Lease:-

- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise;
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term;
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested;
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute;
- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders;
- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation;
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not knowingly to permit or suffer such action to be done;
- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given

a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;

1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors and anyone at the Landlord's Property with the express or implied authority of any one or more of them and under their control;

1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12;

1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates;

1.2.12 a consent of the Landlord shall be valid if it is either:

(a) given in writing and signed by a person duly authorised on behalf of the Landlord; or

(b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed; and

if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed;

1.2.13 any notice given to the Landlord or to the Tenant shall not be valid unless it is in writing;

1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease);

1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised in writing by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials;

- 1.2.16 pursuant to the Perpetuities and Accumulations Act 1964 the perpetuity period applicable to this Lease is eighty (80) years from the Term Commencement Date and whenever a future interest is granted it shall vest within that period and if it does not it will be void for remoteness;
- 1.2.17 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease;
- 1.2.18 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised in writing by the Landlord to exercise it;
- 1.2.19 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised in writing by the Landlord;
- 1.2.20 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary;
- 1.2.21 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;
- 1.2.22 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise;
- 1.2.23 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice;
- 1.2.24 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect;
- 1.2.25 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations;
- 1.2.26 if any matter is referred to arbitration pursuant to this Lease:
 - (a) it is to be conducted in accordance with the Arbitration Act 1996; and

- (b) the arbitrator has no power:
 - (i) to order rectification setting aside or cancellation of this Lease;
 - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount;
 - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions;

1.2.27 if any matter in this Lease is to be determined by an arbitrator:

- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President;
- (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity; and
- (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand;

1.2.28 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-

- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits); and
- (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted; and
- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result.

2. Demise Rents and Other Payments

2.1 The Landlord with full title guarantee demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-

2.1.1 the Rent (if demanded);

2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord.

2.2 The Property is demised:-

2.2.1 excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3; and

2.2.2 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4 insofar as the same are still subsisting and capable of being enforced and relate to or affect the Property.

3. Tenant's Covenant

The Tenant covenants with the Landlord as follows:-

3.1 Rent and Payments

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease.

3.2 Outgoings

3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term provided always that if any Outgoings are payable in respect of the any adjoining, neighbouring or other property of the Landlord as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably;

- 3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges) (or a fair and proper proportion of such sums as the Landlord acting reasonably deems appropriate where the total charges relate to both the Property and any adjoining, neighbouring or other property of the Landlord);
- 3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities.

3.3 Repair and Upkeep

- 3.3.1 At all times during the Term to keep the Property (including all buildings structures landscaping and other erections such as boundary railings, gates and hedging,) clean and tidy and make good:-
 - (a) any damage it causes to the Property and/or
 - (b) any deterioration to the condition of the Property that may arise from the Term Commencement Date

provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured/Covered Risks and the Tenant is diligently pursuing its insurance claim or its claim under the Risk Protection Arrangement and reinstating such damage or if the reinstatement of any damage shall be impossible or impracticable;

- 3.3.2 For the avoidance of doubt any future boundary hedging, fencing of any kind to be erected during the term between the Property and the land of the adjoining Oaks Academy with the agreement of the Oaks Academy is to be erected at no cost to the Landlord and to be maintained in accordance with this covenant;
- 3.3.3 To notify the Landlord in writing as soon as reasonably practicable if any structural damage occurs to the Property.

3.4 Access of Landlord and Notice to Repair

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) at reasonable times and upon reasonable prior

notice to the Tenant (being not less than fourteen days' notice except in the case of an emergency) to enter the Property as follows:-

3.4.1 in the final 3 years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term;

3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:-

(a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or other legislation or is causing structural damage ("Safety Breach"), the works shall be commenced within the period of 56 days after the service of the Repair Notice and shall be completed diligently thereafter;

(b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within 56 days of the service of the Repair Notice:

(i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property ("Funding Statement"); and

(ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds available;

and the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above;

- (c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application (“Funding Application”) to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application (“Works Programme”);;

and if the Tenant fails satisfactorily to comply with such notice in accordance with (a) (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord within 14 days of written demand and on a full indemnity basis as a contractual debt;

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.3 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property;
- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property;
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires;
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property;
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise);

- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant);

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable to the Tenant's reasonable satisfaction.

3.5 Alterations and Additions

- 3.5.1 Not to commit any willful or voluntary act of waste;

- 3.5.2 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-

- (a) such erection alteration addition or variation will materially adversely affect the Landlord's statutory obligations as a landlord or as a local authority; and/or
- (b) such erection alteration addition or variation will have a materially adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property; and/or
- (c) such erection alteration addition or variation will materially adversely affect the value of the Landlord's reversionary interest in the Property;

- 3.5.3 As part of the application to the Landlord for its consent pursuant to Clause 3.5.2 the Tenant shall:-

- (a) submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or

variation and shall take into account any reasonable representations that the Landlord may reasonably make in relation to the matters referred to at Clause 3.5.2 (a) (b) and (c);

(b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause (a) above;

(c) covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require;

3.5.4 In relation to any works permitted pursuant to Clauses 3.5.2 and 3.5.3 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord;

3.5.5 After commencing any works of erection alteration addition or variation as permitted pursuant to Clauses 3.5.2 and 3.5.3 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term;

3.5.6 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no legal nuisance is caused to the Landlord or any occupiers of any part or parts of the Retained Land.

3.5.7 Not to carry out any erection alteration addition or variation which materially hinders access to a Conduit which does not exclusively serve the Property.

3.6 Signs and Advertisements

3.6.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard

advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:

- (a) are required by law to be affixed or displayed; or
- (b) do not require planning permission; or
- (c) are necessary or usual for the authorised use of the Property;

3.6.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts.

3.7 Statutory Obligations

3.7.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them;

3.7.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person;

3.7.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2015 ("CDM Regulations") in relation to any works carried out at the Property to which the CDM Regulations apply, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date;

3.7.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 4(8) of the CDM Regulations;

3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

3.7.6 The Tenant has been provided with a copy of the Asbestos Survey of the Property dated 27.03.2019. The Tenant accepts the Property in its current condition and state and will be responsible for the dealing with any assessment, monitoring, maintenance or removal of asbestos pursuant to the Control of

Asbestos Regulations 2012 or any amendments of the same or pursuant to any future Asbestos Control Legislation

3.8 Yield Up

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed.

3.9 Use

3.9.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this Clause;

3.9.2 Not to use the Property for any illegal or immoral purpose;

3.9.3 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:

(a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the Tenant from time to time); and

(b) for community, fundraising and recreational purposes which are ancillary to the use permitted under Clause 3.9.3 (a).

3.10 Planning and Environmental Matters

3.10.1 To provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise;

3.10.2 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property;

3.10.3 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development;

3.10.4 To give written notice to the Landlord of the granting or refusal of any planning permission within twenty days after its receipt by the Tenant;

3.10.5 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation.

3.11 Notices

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property.

3.12 Dealings

3.9.4 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of part of the Property with a body or individual providing services or facilities which are ancillary to and within the uses referred to in clause Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:

3.12.1 (a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the Tenant from time to time) where no relationship of landlord and tenant arises as a result of such occupation;

3.12.2 Not to hold the Property or any part or parts of the Property or this Lease on trust for another;

3.12.3 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property;

3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to the Relevant Secretary of State a proprietor or proposed proprietor of an Academy or to a successor charitable or public body without the consent of the Landlord where the Secretary of State has given approval in writing to such an assignment or transfer;

3.12.5 In any case where assignment or transfer is permitted under clause 3.12.4 the Tenant will notify the Landlord within one

month of such assignment or transfer and provide a certified copy of the relevant assignment or transfer to the Landlord

3.12.6 Not to underlet the whole of the Property

3.12.7 Not to underlet any part or parts of the Property except where the underletting satisfies the following conditions:

- i. the user provisions are for no purpose other than educational recreational or community use ancillary to educational services in accordance with provisions of clause 3.9.3 above; and
- ii. the term is for a term certain not exceeding 7 years (including any right to extend the same); and
- iii. the underletting to be created is one excluded from the provisions of section 24-28 of the Landlord and Tenant Act 1954
- iv. in relation to any underlease granted by the Tenant, the Tenant shall;
 1. not vary the terms of any underlease nor accept a surrender of the underlease without the consent of the Landlord (such consent not to be unreasonably withheld or delayed); and
 2. enforce the tenant covenants in the underlease and not waive any of them; and
 3. within 28 days of completion of an underlease provide a certified copy of the same to the Landlord

3.12.8 Not to charge the whole or any part or parts of the Property without the Landlord's written consent (such consent not to be unreasonably withheld or delayed).

3.13 Rights of Light and Encroachments

Not to obstruct any windows or lights belonging to the Property nor to knowingly permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give notice of it to the Landlord as soon as reasonably practicable after becoming aware of it.

3.14 Indemnity

3.14.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of

any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or arising as a result of any breach of the Tenant's obligations in this Lease;

3.15 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause

3.15.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or arising as a result of any breach of the Tenant's obligations in this Lease;.1 occurring or arising.

3.16 Costs

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be reasonably and properly incurred by the Landlord:-

3.15.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within two months after the Termination Date;

3.15.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable);

3.15.3 in claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any

of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court.

3.16 VAT

3.16.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant;

3.16.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord.

3.17 Interest on Arrears

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within 28 days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate.

3.18 Landlord's Property

To observe and perform the matters contained or referred to in the documents listed in Schedule 4 relating to the Landlord's Property so far as they are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses arising as a result of any breach by the Tenant of such matters.

4. Landlord's Covenants

The Landlord covenants with the Tenant:-

4.1 Quiet Enjoyment

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under or in trust for the Landlord or from or by any persons with a superior title to the Property.

5. Insurance and Risk Protection Arrangement

5.1 The Tenant covenants with the Landlord:-

5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time, or to be a member of the Risk Protection Arrangement;

5.1.2 if not a member of the Risk Protection Arrangement to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property;

5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause Insurance within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement whether before or after the termination of this Lease shall be apportioned between and belong to the Landlord and the Tenant according to their respective interests in the Property;

5.1.4 if not a member of the Risk Protection Arrangement to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);

5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable.

5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks if not a member of the Risk Protection Arrangement.

6. Provisos

6.1 Re-Entry

6.1.1 Where there occurs a breach by the Tenant of Clause 3.9 and/or

following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause Insurance within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement whether before or after the termination of this Lease shall be apportioned between and belong to the Landlord and the Tenant according to their respective interests in the Property; of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease.

6.2 Landlord's Rights on Forfeiture

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this

Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach.

6.3 Service of Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday;

6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day;

6.3.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them;

6.3.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact.

6.4 Governance

6.4.1 This Lease is governed by English law.

6.4.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England.

6.5 Agreement to Exclude Sections 24 to 28 of the 1954 Act

6.5.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease.

6.5.2 The Tenant confirms that:

- (a) the Landlord served on the Tenant a notice (the "**Notice**") applicable to the tenancy created by this Lease on [] in accordance with section 38A(3)(a) of the 1954 Act; and
- (b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on [] in accordance with the requirements of section 38A(3)(b) of the 1954 Act;

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

6.6 Termination

6.6.1 This Lease shall automatically determine on the Funding Termination Date in circumstances where there is no other Funding Agreement in existence unless either:

- (a) the Landlord has received prior notice in writing from the Secretary of State for Education of an intention for this Lease to be assigned in accordance with the terms of this Lease; or
- (b) this Lease has been assigned in accordance with the terms of this Lease.

6.7.2 This Lease shall automatically determine on the End Date if by that date this Lease has not been assigned in accordance with the terms of this Lease.

6.7.3 The Tenant shall give written notice to the Landlord as soon as possible after becoming aware that the Funding Agreement may be liable to termination, including where a notice terminating the Funding Agreement is served on the Tenant, and the notice served on the Landlord shall specify the date (or likely date) of termination of the Funding Agreement.

6.7.4 The Tenant shall give written notice to the Landlord at the same time as the Tenant serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement.

6.7.5 On the termination of this Lease under Clause 6.7.1 or 6.7.2 everything contained in the Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in the Lease.

7. Landlord's Powers

7.1 The Landlord enters into this Lease pursuant to its powers under sections 111 120 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained.

7.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions.

8. New Tenancy

This Lease is a new tenancy for the purposes of the 1995 Act.

9. Contracts (Rights of Third Parties) Act

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease (save for any successors in title of the Landlord or the Tenant) but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. Charity

The property will as a result of this Lease be held by the **Alexandra Academy Trust** an exempt charity.

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

SIGNATURE PAGE

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of **Cheshire East Borough Council** in the presence of:-

.....
(Authorised Signature)

EXECUTED (but not delivered until the date hereof) AS A DEED **Alexandra Academy Trust** acting by a director in the presence of:-

.....
Director

Witness signature
Witness name
Witness address
Witness occupation

SCHEDULE 1

Part 1 – The Property

ALL THAT land and buildings known as Gainsborough Primary and Nursery School shown edged red on the Plan and include the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such premises; and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant).
- (c) all iron railings, entrance gates, hedges, fences and other such boundary structures as about the Property save where any agreement exists as to joint ownership (if any), including the iron railings and gates abutting Belgrave Road

but does not include any interest in the highway known as Belgrave Road.

Part 2 – The Retained Land

The land and premises [shown edged blue on the plan] contained withing Title CH566479 and any land now or in the future in the ownership of the Landlord at adjacent or near the Property

SCHEDULE 2

Rights Granted

1. Services

The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon the Retained Land **PROVIDED** that the Landlord has the right at any time or times during the Term:-

- 2.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant; and
- 2.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible).

SCHEDULE 3

Rights Excepted and Reserved

1. Access to Property

The right upon giving reasonable prior written notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

1.1 inspecting and executing repairs additions alterations and other works to any Conduits within the Property; and

1.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease;

the person exercising such right causing as little damage disturbance or inconvenience as reasonably possible to the operation of the school on the Property and making good as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of this right.

SCHEDULE 4

Landlord's Property

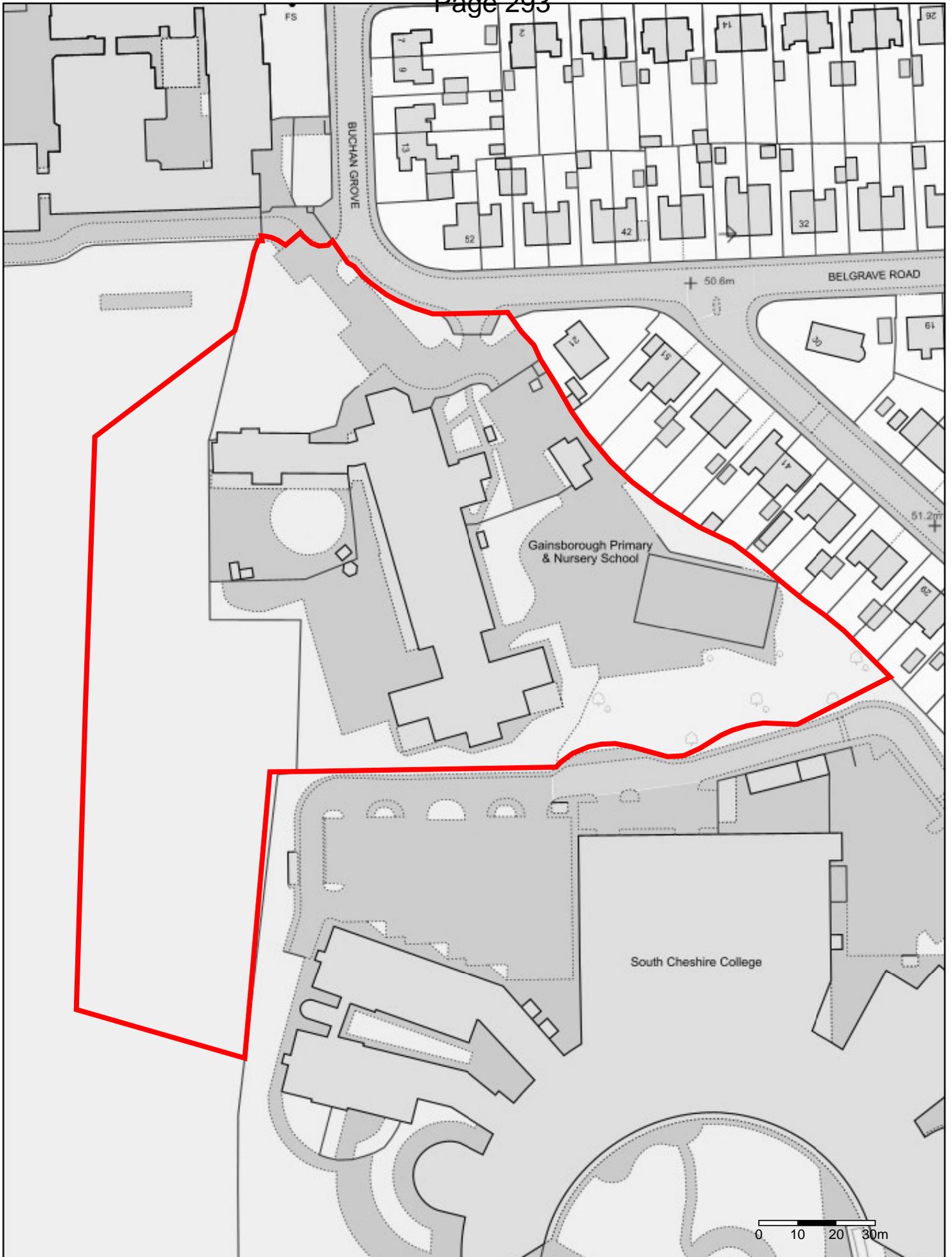
Details of title of Landlord's Property.

All the land and buildings known as Gainsborough Primary and Nursery School, Belgrave Road, Crewe, Cheshire CW2 7NH

The Property is registered under Title No CH566453 as to the entirety of that title and under Title No CH566479 as to the area more particularly delineated on the Plan to this Lease.

This is the entirety of the Landlord's Property at this location and is subject to the entries on the above title registers, in particular any right of entry to the Property that may have been created by a Deed of Grant dated 23.12.2015 and made between (1) Cheshire East Borough Council (2) Interim Executive Board the Governing Body of Kings Grove High School or by a transfer of the same date made between the same parties.

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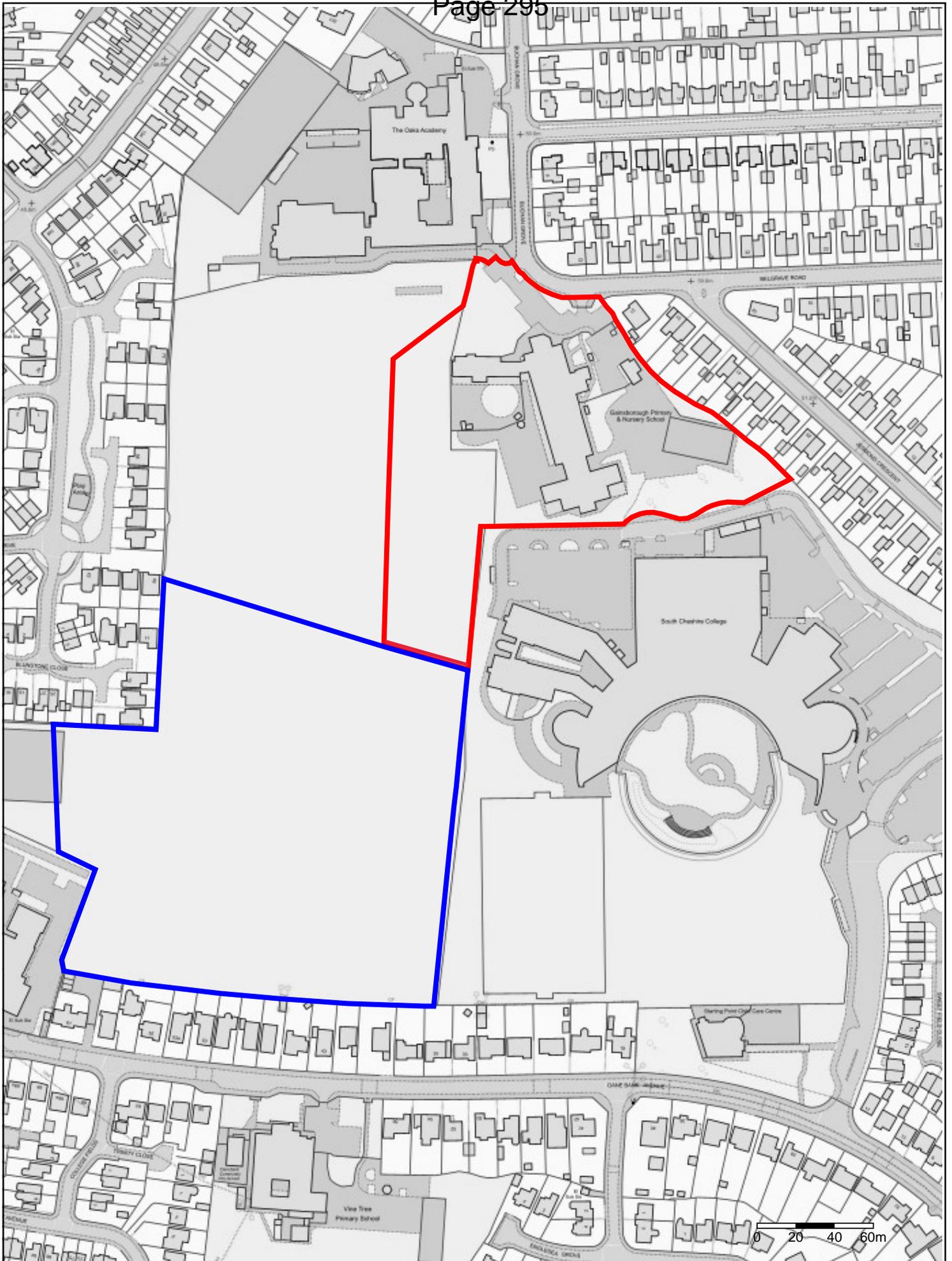


28/2/2024

Gainsborough Academy Lease Plan



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28/2/2024

Gainsborough Academy Lease Plan with retained land



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The Rt Hon Gillian Keegan MP
Secretary of State for Education

Sanctuary Buildings 20 Great Smith Street Westminster London SW1P 3BT
tel: 0370 000 2288 www.education.gov.uk/contactus/df

To: The Chair of Governors of Gainsborough Primary and Nursery School

Cheshire East Council

ACADEMY ORDER

1. This is an Academy Order made further to section 4 of the Academies Act 2010.
2. I hereby order that on the conversion date Gainsborough Primary and Nursery School shall be converted into an Academy.
3. The conversion date shall be the date that the school opens as an Academy further to and as provided for in Academy arrangements made further to section 1 of the Academies Act 2010.
4. On the conversion date Cheshire East Council shall cease to maintain Gainsborough Primary and Nursery School.
5. The independent school standards (as defined in section 157(2) of the Education Act 2002) are to be treated as met in relation to the Academy on the conversion date.

Signed on behalf of the Secretary of State for Education by:

A handwritten signature in black ink that reads 'V. Beer'.

Signed:..... Date: 19 December 2023

**Vicky Beer CBE,
Regional Director**

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Children and Families Committee

3 June 2024

Appointments to Sub-Committees, Working Groups, Panels, Boards and Joint Committees

Report of: David Brown, Director of Governance and Compliance

Report Reference No: CF/19/24-25

Ward(s) Affected: No specific wards

Purpose of Report

- 1 This report seeks approval from the Children and Families Committee to appoint members to the Cared for Children and Care Leavers Committee and to nominate a member to the Health and Wellbeing Board.

Executive Summary

- 2 The Council, at its annual meeting on 15 May 2024, approved the political representation on its main committees. The appointment of certain sub-committees, working groups, panels and boards is a matter for the relevant service committees.
- 3 This report concerns those bodies which fall to be appointed by the Children and Families Committee, or by the committee in conjunction with other service committees.
- 4 Where political proportionality is applicable, the agreed conventions and methods of calculation have been applied.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Appoint the sub-committees, working groups, panels, boards and joint committees for 2024-25 as set out within the report and the member appointments to them
2. Where appropriate, agree to submit member nominations to the above bodies to the Head of Democratic Services and Governance
3. Note the terms of reference of the bodies referred to in the report

Background

A. Bodies which report to the Children and Families Committee

Cared for Children and Care Leavers Committee

- 5 The Constitution provides that the lead service committee in respect of the Cared for Children and Care Leavers Committee will be the Children and Families Committee. The Cared for Children and Care Leavers Committee will meet on a quarterly basis, report to the Children and Families Committee on at least an annual basis and review its terms of reference annually. Please see Appendix 1 for the terms of reference. The membership (12 members) of the Cared for Children and Care Leavers Committee is required to be formally ratified by the Children and Families Committee.
- 6 It is proposed that the Children and Families Committee agree to the appointment of Members to the Cared for Children and Care Leavers Committee in line with the following, and that the nominees to Committee be notified to the Head of Democratic Services and Governance:

5 Conservative

4 Labour

2 Independent

1 Non-Grouped

B. Other Bodies to which the Children and Families Committee is required to make appointments

Cheshire East Health and Wellbeing Board

- 7 Cheshire East Health and Wellbeing Board is a joint board to which this Council appoints three councillors as voting members. The lead service committee in respect of this board is the Adults and Health Committee, and the three Council nominees to the board will be formally nominated by the Adults and Health Committee, the Corporate Policy Committee, and the Children and Families Committee.
- 8 The current Terms of Reference are set out in Appendix 2 to this report for information.
- 9 It is proposed that the Children and Families Committee agree to the nomination of one Member to the Cheshire East Health and Wellbeing Board, and that the nominee be notified to the Head of Democratic Services and Governance.
- 10 There are no specific criteria which apply to the appointment.

Consultation and Engagement

- 11 There has been consultation with Group Leaders and Administrators in relation to the political representation of these bodies.

Reasons for Recommendations

- 12 In accordance with the Constitution, the Children and Families Committee is responsible for the appointment of the bodies referred to in this report.

Other Options Considered

13

Option	Impact	Risk
Do nothing	The Council's Constitution requires these bodies to be appointed in line with the legislation referenced in this report. Not appointing to these committees would negatively affect the Council's	Failure to comply with the Council's Constitution and the legislation referenced in this report could leave the Council open to legal challenge.

	ability to make decisions in an open and transparent manner.	
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Implications and Comments

Monitoring Officer/Legal

- 14 The Committee has power to appoint informal working groups, panels or task groups with defined terms of reference and timeframes.
- 15 In addition, the Committee has power to appoint representatives to serve on outside bodies and organisations.
- 16 The Committee also has power and/or has historically been asked to nominate members to each of the sub-committees particularly where they fall within the remit of the Committee.
- 17 The Local Government (Committees and Political Groups) Regulations 1990, made pursuant to the Local Government and Housing Act 1989, make provisions in respect of the political group representation on a local authority's committees in relation to the overall political composition of the Council. The legislation applies to the decision-making committees and sub-committees of the Council and requires that, where proportionality applies and seats are allocated to different political groups, the authority must abide by the following principles, so far as is reasonably practicable:
- Not all of the seats can be allocated to the same political Group (i.e., there are no single group committees).
 - The majority of the seats on the body are to be allocated to a political Group with a majority membership of the authority.
 - The total number of seats on all ordinary committees and sub committees allocated to each Political Group bears the same proportion to the proportion on the full Council.
 - The number of seats on each ordinary committee allocated to each Political Group bears the same proportion to the proportion on full Council.
- 18 The proposals contained in this report meet the requirements of the legislation.

- 19 The 1990 Regulations require Political Group Leaders to notify the Proper Officer of the Groups' nominations to the bodies in question.

Section 151 Officer/Finance

- 20 There are no financial implications that require an amendment to the Medium-Term Financial Strategy.

Policy

- 21 There are no direct policy implications.

An open and enabling organisation

Ensure that there is transparency in all aspects of council decision-making

Equality, Diversity and Inclusion

- 22 There are no direct equality, diversity and inclusion implications.

Human Resources

- 23 There are no direct human resources implications.

Risk Management

- 24 Failure to comply with the Act and Regulations when appointing its committee memberships would leave the Council open to legal challenge.

Rural Communities

- 25 There are no direct implications for rural communities.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 26 There are no direct implications for children and young people.

Public Health

- 27 There are no direct implications for public health.

Climate Change

28 There are no direct implications for climate change.

Access to Information	
Contact Officer:	Brian Reed Head of Democratic Services and Governance Brian.reed@cheshireeast.gov.uk
Appendices:	Appendix 1 – Cared for Children and Care Leavers Committee Terms of Reference Appendix 2 – Cheshire East Health and Wellbeing Board Terms of Reference
Background Papers:	None

Cared for Children and Care Leaver Committee Terms of Reference

Membership: 12 Councillors

Additionally, the committee is informed by representative young people from My Voice (Cheshire East's Children in Care Council) to advise the committee.

The Chair is the Lead Member for Children and Families.

Functions

1. The purpose of the Cared for Children and Care Leaver Committee in its role as an advisory committee to the Children and Families Committee is to ensure that the council effectively discharges its role as corporate parent for all children and young people in care and care leavers from 0- 25 years of age and holds partners to account for the discharge of their responsibilities.

2. The committee's responsibilities include:

2.1. acting as advocate for cared for children and care leavers, ensuring that their needs are addressed through key plans, policies and strategies throughout the council and its commissioned services

2.2. ensuring key strategic plans relating to children in care and care leavers are in place and are delivered including the Cared for Children and Care Leaver's Strategy, Sufficiency Statement and Children and Young People's Plan

2.3. overseeing the implementation of Cheshire East's Cared for Children and Care Leaver's Strategy and action plan and monitoring the quality and effectiveness of services to ensure that they fulfil the council's responsibilities

2.4. oversight and scrutiny of the quality of care in residential children's homes for Cheshire East children and young people through visits and reports, including summary reports of Ofsted inspections

2.5 reviewing the performance of the council in relation to outcomes for children and young people in care via the scrutiny of both quarterly performance reports and annual reports including the Health of Cared for Children and Care Leavers, the Virtual School, Fostering and the Independent Reviewing Service

2.6. establishing an environment whereby Councillors and young people work together to address the needs and aspirations of Cheshire East's children and young people in care and empower children and young people to participate in decision making with adults

2.7. overseeing with the Children and Families Committee the implementation of best practice principles in all aspects of service delivery, with the aim of producing positive outcomes for children and young people in care

2.8. supporting the work of foster carers and adopters in making a difference to the care and support they provide

2.9. making sure that staff and partners commit to follow the pledges to cared for children and young people and care leavers set out in the Cared for Children and Care Leaver's Strategy

Governance

3. The committee will:

3.1. meet quarterly

3.2. report to the Children and Families Committee on at least an annual basis

and

3.3. review its terms of reference annually

4. The Committee will be serviced by Democratic Services

5. Minutes and agendas will be distributed and published no later than 5 clear working days prior to the meeting

Cheshire East Statutory Health and Wellbeing Board

Terms of Reference June 2023

1. Context

- 1.1 The full name of the Board shall be the Cheshire East Health and Wellbeing Board. (CEHWB)
- 1.2 The CEHWB was established in April 2013.
- 1.3 The Health and Social Care Act 2012 and subsequent regulations provide the statutory framework for Health and Wellbeing Boards (HWB).
- 1.4 For the avoidance of doubt, except where specifically disapplied by these Terms of Reference, the Council Procedure Rules (as set out in its Constitution) will apply.

2. Purpose

- To work in partnership to make a positive difference to the health and wellbeing of the residents of Cheshire East through an evidence-based focus on improved outcomes and reducing health inequalities.
- To prepare and keep up to date the Joint Strategic Needs Assessments (JSNAs) and Joint Local Health and Wellbeing Strategy (JHWS), which is a duty of local authorities and integrated care boards.
- To lead integrated working between health and social care commissioners, including providing advice, assistance or other support to encourage arrangements under section 75 of the National Health Service Act 2006 (ie lead commissioning, pooled budgets and/or integrated provision) in connection with the provision of health and social care services.
- To be a forum that enables member organisations of the Board to hold each other to account for their responsibilities for improving the health of the population
- To assist in fostering good working relationships between commissioners of health-related services and the CEHWB itself.
- To assist in fostering good working relationships between commissioners and providers of health-related services (such as housing and many other local government services) and commissioners of health and social care services
- To undertake any other functions that may be delegated to it by the Council under section 196(2) of the Health and Social Care Act 2012.

Such delegated functions need not be confined to public health and social care.

- To provide advice assistance and support for the purpose of encouraging the making of arrangements under section 75 of the National Health Service Act 2006 in connection with the provision of such services.

3. Roles and Responsibilities

- 3.1 To work with the Council and NHS Cheshire and Merseyside Integrated Care Board (ICB) effectively to ensure the delivery of the Joint Strategic Needs Assessment and Joint Local Health and Wellbeing Strategy.
- 3.2 To work within the CEHWB to build a collaborative partnership to key decision making that embeds health and wellbeing challenge, issue resolution and provides strategic system leadership.
- 3.3 To participate in CEHWB discussions to reflect the views of their partner organisations, being sufficiently briefed to be able to make recommendations about future policy developments and service delivery.
- 3.4 To champion the work of the CEHWB in their wider work and networks and in all individual community engagement activities.
- 3.5 To ensure that there are communication mechanisms in place within partner organisations to enable information about the CEHWB's priorities and recommendations to be effectively disseminated.
- 3.6 To share any changes to strategy, policy, and the system consequences of such on budgets and service delivery within their own partner organisations with the CEHWB to consider the wider system implications.

4. Accountability

- 4.1 The CEHWB carries no formal delegated authority from any of the individual statutory bodies.
- 4.2 Members of the CEHWB have responsibility and accountability for their individual duties and their role on the CEHWB.
- 4.3 The CEHWB will discharge its responsibilities by means of recommendations to the relevant partner organisations, which will act in accordance with their respective powers and duties.
- 4.4 The Council's Statutory Members will ensure that they keep Committee Chairs and the wider Council advised of the work of the CEHWB.

- 4.5 The CEHWB may report and be accountable to Full Council and to the Cheshire and Merseyside Integrated Care Partnership by ensuring access to meeting minutes and presenting papers as required.
- 4.6 The CEHWB will not exercise scrutiny duties around health or adult social care services directly. This will remain the role of the Cheshire East Scrutiny Committee. Decisions taken and work progressed by the CEHWB will be subject to scrutiny by that Scrutiny Committee.
- 4.7 The CEHWB will provide information to the public through publications, local media, and wider public activities by publishing the minutes of its meetings on the Council's website. The CEHWB is supported by an Engagement and Communications Network across HWB organisations to ensure this function can operate successfully.

5. Membership

- 5.1 The membership of the CEHWB will comprise the following:

Members:

- **Three** councillors from Cheshire East Council* ¹ (representing the Administration)
- The Director of Adult Social Services*
- The Director of Children's and Families*
- The Director of Public Health*
- A local Healthwatch representative*
- Two representatives from NHS Cheshire and Merseyside Integrated Care Board*
- The Chair of the Cheshire East Place Health and Care Partnership
- The Executive Director of Place
- A Police and Crime Commissioner representative
- A Fire and Rescue Service representative
- A representative of CVS Cheshire East
- An additional representative of Children and Families
- A councillor from Cheshire East Council representing the main opposition group
- A representative of housing providers
- A representative of local businesses

The councillor membership of the CEHWB will be determined by Cheshire East Council.

- 5.2 The Statutory Members will keep under review the Membership of the CEHWB and may appoint such additional persons to be members of the Board as it thinks appropriate (as set out in the Health and Social Care Act 2012 194 (8)). All Members of the Board will be voting members.

¹ * Statutory Members of the Board

5.3 The length of the appointment of additional members will be determined by the Health and Wellbeing Board. They will assist the CEHWB in achieving the priorities agreed within the Joint Health and Wellbeing Strategy.

5.4 Each Member has the power to nominate a single named substitute. If a Substitute Member be required, advance notice of not less than 2 working days should be given to the Council whenever practicable. The Substitute Members shall have the same powers and responsibilities as the Members.

6. Frequency of Meetings

6.1 There will be no fewer than four meetings per year, usually once every three months.

6.2 Additional meetings of the CEHWB may be convened with the agreement of the Chairman.

7. Agenda and Notice of Meetings

7.1 Any agenda items or reports to be tabled at the meeting should be submitted to the Council's Democratic Services no later than seven working days in advance of the next meeting. Generally, no business will be conducted that is not on the agenda.

7.2 Any member of the Board may request the Chairman to deal with an item of business which the member believes is urgent and requires a decision of the Board. The Chairman's ruling of whether the requested item is considered / tabled or not at the meeting will be recorded in the minutes of the meeting.

7.3 Meetings of the Board shall be open to the press and public and the agenda, reports and minutes will be available for inspection at the Council's offices and on its website at least five working days in advance of each meeting. This excludes items of business containing confidential information or information that is exempt from publication in accordance with Part 5A and schedule 12A Local Government Act 1972 (as amended).

8. Election of Chairman

8.1 The CEHWB shall elect the Chairman and Vice Chairman at its first meeting in the Municipal year. The appointment will be a simple majority of those present and voting.

8.2 For the avoidance of doubt, in the event of a tie when a vote is taken, the Chairman will have a casting vote.

9. Quorum

9.1 Any full meeting of the CEHWB shall be quorate if there is representation of any three of the following members: – NHS Cheshire and Merseyside ICB , the Cheshire East Health and Care Partnership, Local Health Watch, a Councillor and a Statutory Officer of Cheshire East Council.

- 9.2 Failure to achieve a quorum within fifteen minutes of the scheduled start of the meeting, or should the meeting become inquorate after it has started, shall mean that the meeting will proceed as an informal meeting but that any decisions shall require appropriate ratification at the next quorate meeting.

10. Procedure at Meetings

- 10.1 In accordance with the Council's Committee Procedure Rules, meetings will include a Public Question Time Session.
- 10.2 The Council's Committee Procedure Rules will apply in respect of formal meetings.
- 10.3 The CEHWB will also hold development/informal sessions throughout the year where all members are expected to attend and partake as the agenda suggests.
- 10.4 With the agreement of the CEHWB, working groups (non-decision-making) and/or sub-committees (decision-making) can be set up to consider distinct areas of work. These will be responsible for arranging the frequency and venue of their meetings. The CEHWB will approve the membership.
- 10.5 Any working group or sub-committee recommendations will be made to the CEHWB who will consider them in accordance with these terms of reference and their relevance to the priorities within the Joint Local Health and Wellbeing Strategy and its delivery plan.
- 10.6 Whenever possible decisions will be reached by consensus or failing that a simple majority vote by those members entitled to vote.

11. Expenses

- 11.1 The partnership organisations are responsible for meeting the expenses of their own representatives.

12. Conflict of Interest

- 12.1 All members of the Board are required to uphold the Nolan Principles and all other relevant NHS or Council Code of Conduct requirements which are applicable to them. This includes the requirement to register and disclose pecuniary, registerable and other non-registerable interests at meetings where appropriate.

13. Conduct of Members at Meetings

- 13.1 CEHWB members will agree to adhere to principles and behaviours set out in Appendix One when carrying out their duties as a CEHWB member.

14. Review

- 14.1 The above terms of reference will be reviewed every two years at the first meeting of the CEHWB in the Municipal year.

14.2 Any amendments to these terms of reference shall only be made by the Council, on the recommendation of the Corporate Policy Committee and the CEHWB.

*January 2017
Revised July 2019
Revised August 2020
Revised April 2021
Revised June 2023*

Definition

Exempt Information

Which is information falling within any of the descriptions set out in Part I of Schedule 12A to the Local Government Act 1972 subject to the qualifications set out in Part II and the interpretation provisions set out in Part III of the said Schedule in each case read as if references therein to “the authority” were references to “CEHWB” or any of the partner organisations.

Confidential Information

Information furnished to, partner organisations or the CEHWB by a government department upon terms (however expressed) which forbid the disclosure of the information to the public; and information the disclosure of which to the public is prohibited by or under any enactment or by the order of a court are to be discussed.

Conflict of Interest

You have a Conflict of interest if the issue being discussed in the meeting affects you, your family or your close associates in the following ways;

- *The issue affects their well being more than most other people who live in the area.*
- *The issue affect their finances or any regulatory functions and*
- *A reasonable member of the public with knowledge of the facts would believe it likely to harm or impair your ability to judge the public interest.*

Associate Members

Associate Member status is appropriate for those who are requested to chair sub groups of the CEHWB.

Health Services

Means services that are provided as part of the health service.

Health-Related Services *means services that may have an effect on the health of individuals but are not health services or social care services.*

Social Care Services

Means services that are provided in pursuance of the social services functions of local authorities (within the meaning of the Local Authority Social Services Act 1970

Appendix 1

Health and Wellbeing Board Principles and Behaviours

The Cheshire East Health and Wellbeing Board Partners shall work together to achieve the objectives of the Cheshire East Health and Wellbeing Strategy and The Cheshire East Place Partnership Five Year Plan. The Board shall:

- (a) Collaborate and work together on an inclusive and supportive basis, with optimal use of their individual and collective strengths and capabilities;
- (b) Engage in discussion, direction setting and, where appropriate, collective agreement, on the basis that all the Partners will participate where agreed proposals affect the strategic direction of the Health and Wellbeing Board and/or of Services, and in establishing the direction, culture and tone of the work and meetings of the Board;
- (c) Act in the spirit of partnership in discussion, direction setting and, where appropriate, collective agreement making;
- (d) Always focus upon improvement to provide excellent Services and outcomes for the Cheshire east population;
- (e) Be accountable to each other through the Board by, where appropriate, taking on, managing and accounting to each other in respect of their financial and operational performance;
- (f) Communicate openly about major concerns, issues or opportunities relating to the Board;
- (g) Act in a way that is best for the delivery of activity to drive forward the Five Year Plan, and shall do so in a timely manner and respond accordingly to requests for support promptly;
- (h) Work with stakeholders effectively, following the principles of co- design and co-production;

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OPEN

Children and Families Committee

29 April 2024

Children and Families Q3 (October - December) Scorecard 2023/24

Report of: Deborah Woodcock, Executive Director of Children's Services

Report Reference No: CF/53/23-24

Ward(s) Affected: All Wards

Purpose of Report

- 1 To provide the Children and Families Committee with an overview of performance against the core indicator set within children's services. This report covers a range of the corporate objectives under the overarching corporate priority of a fair authority.

Executive Summary

- 2 This report provides an overview of quarter 3 performance for children and families services for the relevant indicators for the reporting year of 2023-24(1 October 2023 – 31 December 2023).
- 3 The committee will note the rate per 10,000 from quarter 3 is now calculated using the ONS mid-year estimate of 0-17 yr olds of 78,417 in line with the data published the latest Statistical first release [Children in need, Reporting year 2023 – Explore education statistics – GOV.UK \(explore-education-statistics.service.gov.uk\)](https://www.gov.uk/explore-education-statistics). This has increased from the 2020 mid year estimate of 78,068.
- 4 The committee will note that the national and statistical neighbour benchmarking data, where applicable, has been updated to reflect the 2022/23 reporting year statistical first release highlighted above

RECOMMENDATIONS

The Childrens and Families Committee is recommended to:

1. Scrutinise the performance of children's services for quarter 3.

Background

- 5 The outcomes framework scorecard contains 55 indicators across children's services and provides an overview of the core activity with the service areas that demonstrate how we support and safeguard children and young people in Cheshire East.
- 6 The following indicators have been highlighted for consideration – please note the numbers relate to the corresponding indicator in the attached appendix outcomes framework scorecard.

Social Care

- **1.15 - % of assessments completed within 45 days.** Quarter 3 shows a continued improvement, with a quarterly performance better than both the latest available statistical neighbour and national picture. This is seen as an early indicator that when needed individuals are receiving support in a timely fashion.
- **1.18-1.19 number and rate of S47 enquiries.** A s47 enquiry is undertaken when a child or young person is assessed to be at potential risk of significant harm. Our levels have been higher than our statistical neighbours. The Q3 performance and audit activity confirms that we are undertaking the appropriate level of intervention when required.
- **1.2 -1.21 – number and rate of Initial Child Protection Conferences.** Following a significantly high volume in quarter 2, the number in quarter 3 was more in line with an average quarter seen throughout 22/23. It is important to note that a couple of large families can have a significant impact on these indicators as they are report by individual not family cohort.
- **1.24 - % of ICPC within 15 days of S47 enquiry.** There has been a significant improvement in quarter 3. Holding the initial conference in a timely fashion, following the decision that one is required, is an indicator that the multi-agency partnership is working effectively to reduce risks and support families that require a more specialist intervention.
- **1.27-1.28 – number and rate of Children in Care.** The latest picture continues to show a reduction and whilst higher than statistical neighbours is lower than the national average and one of the lowest in the Northwest.

- **1.29** - Children looked after who had their teeth checked by a dentist in the last 12 months (%). There has been a small drop in quarter 3 performance. There is a focused piece of work to ensure that all appointments that have taken place have been captured and recorded in the appropriate section of the child's record together with addressing any overdue appointments with both carers and health.
- **1.31-1.32** – Children placed over 20 miles from their home address. There has been an increase in the % of both those placed in and out of borough. Whilst every effort is taken to place individuals close to their family and friends' network sometimes this is not possible. Whilst in some cases this may be the safest and most appropriate placement we continue to work closely with providers and develop our foster carer recruitment to ensure a sufficiency of provision within the borough.
- **1.37-1.4 – Social worker workforce data.** The latest data shows a reduction in the use of agency workers without a significant impact on overall establishment and vacancy rates. The continued oversight and management for timely closure is ensuring that caseloads remain consistent and at manageable levels.

Education

- **2.1-** There has been a small increase in the % of good/outstanding primary schools increase due to Monks Copenhall Primary Academy receiving a Good Inspection outcome for its first inspection since conversion. Together with secondary schools we remain consistently higher in the % of good and outstanding schools compared to our statistical neighbours and the national picture. The % of special schools is impacted by one school still awaiting inspection.
- **2.14 – 2.17** – Attendance data for the first term of the 23-24 school year shows a consistent picture at primary school level. Average attendance for secondary school students shows a slight improvement.
- **2.18 – Elective Home Education.** This is a slightly higher rate than Q2 but it is important to note this is a different school year cohort. Proactive work is ongoing by the team to support effective transition to new school years / establishments enabling the young people and families to re-enter school provision as soon as possible.

- **2.19 – Children Missing Education.** There is often an increase in Q3 when individuals don't enrol as expected at the start of the new school year. In the main this is because parent/guardians haven't notified that they have either moved or taken up an alternative place. The team utilises a national schools system to resolve UK moves together with national agencies where individuals are believed to have moved abroad.
- **2.2 - Total number with an education, health and care plan (EHCP) aged 0-25.** As a December 2023 there has been a further small increase in the number of individuals being supported with an EHCP. The team work with families over the summer period and at the start of new school years to ensure where needed the right support is in place to enable successful transitions to new schools.

Strong Start, Family Help, and Integration

- **3.14 – 3.15 - 2,3 and 4 -year-old offer.** The quarter 3 data shows a strong position with regards to the % of eligible children accessing the provision. This will give these young people to opportunity to achieve their full potential due to the earliest possible support.
- **3.16 – Supporting Families.** The local authority had a target of 480 families with successful outcomes in 2023-24. As at quarter 3 we have had 307 successful claims which is 64% of target.
- **3.17 – Young People accessing Youth Support offer.** We continue to offer a wide range of services across the borough which is evidenced by the increased number of individuals accessing a range of support.
- **3.18-3.19 –Not in Education, Employment or Training (NEET)–** This reflects a new cohort of Yr12 and 13. As in previous years there is a small increase in quarter 3. The reasons for being NEET include illness, caring responsibilities, or their initial choice post 16 not being the right next step for them. 6th form provisions, colleges and the youth service continue to work closely to provide a range of support to these young people.

Consultation and Engagement

7 Not applicable

Reasons for Recommendations

8 One of the key areas of focus for the Children and Families Committee is to review performance and scrutinise the effectiveness of services for

children and young people. This is in alignment with the strategic aims of a Fair Council.

Other Options Considered

9 Not applicable.

Implications and Comments

Monitoring Officer/Legal

10 There are no direct legal implications.

Section 151 Officer/Finance

11 Although there are no direct financial implications or changes to the MTFS as a result of this briefing paper, performance measures may be used as an indicator of budget pressures at a service level.

Policy

12 There are no direct policy implications.

Equality, Diversity and Inclusion

13 Members may want to use the information from the performance indicators to ensure that services are targeted at more vulnerable children and young people.

Human Resources

14 There are no direct human resources implications.

Risk Management

There are risks associated with some performance measures, e.g. increases in demand and timeliness of services.

Rural Communities

15 There are no direct implications to rural.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

16 Performance reports enable members to identify areas of good performance and areas for improvement in relation to children and young people, including cared for children.

Public Health

- There are no direct public health implications.

Climate Change

17 This report does not impact on climate change.

Access to Information	
Contact Officer:	Bev Harding, Business Intelligence Manager Bev.Harding@cheshireeast.gov.uk
Appendices:	Children and Families Outcomes Framework Score Card Quarter 3 2023
Background Papers:	None

December 2023 - Children and Families Outcomes Framework Scorecard - This contains a rolling 4 quarters for comparison

Notes: The boxes that are grayed out are where national data is not applicable or data isn't available, for example the schools data is available termly which doesn't always coincide with quarterly reporting

Notes: The column highlighted in blue reflects the most recent quarter being reported on

Notes: Rates are calculated using the 2021 ONS mid year population estimate 0-17 of 78,417 (Office of National Statistics) and are calculated as a rate per 10,000 children aged 0-17. This enables the local authority to be compared on a like for like basis with different local authorities or groups of authorities. The exception is the EHCP rate which we have shown as the rate of 0-25 yr olds in line with the number

Directorate	Indicator	Indicator name	Polarity	22/23 outturn	Q4 22/23	Q1 23/24	Q2 23/24	Q3 23/24	23/24 outturn	Benchmark National (most recent available)	Benchmark Stat N'bour (most recent available)	Corporate Plan Aim	Acronym
Childrens Social Care	1.1	Number of referrals		2397	653	602	572	595				Fair	
	1.12	Number of referrals (cumulative)		2397	2397	602	1174	1768				Fair	
	1.13	Rate of referrals (cumulative)		307.0	307.6	77.1	150.4	225.5		545	467	Fair	
	1.14	Percentage of repeat referrals	Low is Good	14%	20%	18%	15%	18%		21%	20%	Fair	
	1.15	Percentage of assessments completed within 45 days	High is Good	63%	63%	63%	80%	88%		82%	86%	Fair	
	1.16	Number of children in need (CIN definition to aid comparison so includes CP/Cared for and some Care leavers)		2230	2230	2031	2020	1924				Fair	CIN - Child in need collection CP - Child Protection
	1.17	Rate of children in need		285.6	285.6	260.2	258.7	245.5		343	292	Fair	
	1.18	Number of S47 enquiries (cumulative)	Low is Good	1339	1339	351	653	978				Fair	
	1.19	Rate of Children subject to section 47 enquiries (cumulative)	Low is Good	171.5	171.5	45	83.6	124.7		192	158	Fair	
	1.2	Number of Children subject to an ICPC (cumulative)	Low is Good	356	356	53	191	262				Fair	ICPC - Initial Child Protection Conference
	1.21	Rate of Children subject to an ICPC (cummulative)	Low is Good	45.6	45.6	6.8	24.5	33.4		63	55	Fair	ICPC - Initial Child Protection Conference
	1.22	Number of children with a child protection plan		218	218	190	260	249				Fair	
	1.23	Rate of children with a child protection plan		27.9	27.9	24.3	33.3	31.8		43	38	Fair	
	1.24	% of ICPC within 15 days of S47 enquiry	High is Good	72%	58%	87%	80%	90%		78%	81%	Fair	ICPC - Initial Child Protection Conference
	1.25	Percentage of children with a second or subsequent child protection (CP) plan (rolling yr)	Low is Good	20%	20%	17%	16%	16%		24%	24%	Fair	
	1.26	% of children on CP plans reviewed within timescales	High is Good	88%	86%	87%	88%	94%		89%	87%	Fair	CP - Child Protection
	1.27	Number of cared for children		580	580	576	566	533				Fair	
	1.28	Rate of cared for children		74.3	74.3	73.8	72.5	67.0		71	63	Fair	

Directorate	Indicator	Indicator name	Polarity	22/23 outturn	Q4 22/23	Q1 23/24	Q2 23/24	Q3 23/24	23/24 outturn	Benchmark National (most recent available)	Benchmark Stat N'bour (most recent available)	Corporate Plan Aim	Acronym
	1.29	Children looked after who had their teeth checked by a dentist in the last 12 months (%)	High is Good	75%	75%	62%	62%	53%		76%	76%	Fair	
	1.30	Children looked after who had their annual health assessment (%)	High is Good	89%	89%	79%	87%	86%		89%	86%	Fair	
	1.31	% of cared for children placed out of borough and over 20 miles from home address	Low is Good	20.5%	21%	17%	17%	21%		16%	19%	Fair	
	1.32	% of cared for children placed over 20 miles from home address (Cheshire East and out of borough)	Low is Good	24%	22%	22%	22%	27%				Fair	
	1.33	% Children who ceased to be looked after in the period who were adopted (YTD)	High is Good	7%	7%	8%	9%	8%		9%	10%	Fair	YTD - Year to Date
	1.34	% Children who ceased to be looked after in the period due to a Special Guardianship Order (YTD)	High is Good	10%	10%	5%	11%	12%		12%	20%	Fair	YTD - Year to Date
	1.35	% of care leavers who are not in education, employment or training (aged 19-21) (NEET)	Low is Good	44%	44%	45%	47%	47%		38%	37%	Fair	NEET - Not in Education, Employment or Training
	1.36	% of care leavers who are in suitable accommodation (aged 19-21)	High is Good	97%	97%	94%	91%	95%		88%	90%	Fair	
	1.37	Social Worker FTE at end of the period (SW Establishment)			151.1	151.1	147.6	145.9					
	1.38	Social Worker vacancies at end of the period (SW Vacancies)	Low is Good		34.8	37.9	41.8	42.7					
	1.39	Social Worker Agency Workers in period (SW Agency)	Low is Good		42.6	54.6	63.2	41.1					
	1.4	Average social worker case load	Low is Good		22	19	19	19					
and 14-19 Skills	2.1	Percentage good or outstanding primary schools	High is Good	93%	93%	94%	94%	96%		92%	92%	Fair	
	2.12	Percentage good or outstanding secondary schools	High is Good	91%	91%	91%	91%	91%		83%	81%	Fair	
	2.13	Percentage good or outstanding special schools	High is Good	75%	75%	80%	80%	80%		94%	95%	Fair	
	2.14	Percentage attendance for primary pupils year to date	High is Good		95%	95%	N/A	95%		96%	96%	Fair	
	2.15	Percentage attendance for secondary pupils year to date	High is Good		91%	91%	N/A	92%		95%	95%	Fair	
	2.16	Percentage attendance for special school pupils year to date	High is Good		85%	86%	N/A	84%		91%	92%	Fair	
	2.17	Number of permanent exclusions from Cheshire East Schools (latest term available)	Low is Good		16	27	N/A	19				Fair	
	2.18	Current Number of pupils educated at home	Low is Good	567	567	606	539	587				Fair	
	2.19	Current number of children missing from education.	Low is Good	64	172	197	116	156				Fair	
	2.2	Total number with an education, health and care plan (EHCP) aged 0-25		3521	4160	4337	4479	4573				Fair	EHCP - Education & Health Care Plan

Directorate	Indicator	Indicator name	Polarity	22/23 outturn	Q4 22/23	Q1 23/24	Q2 23/24	Q3 23/24	23/24 outturn	Benchmark National (most recent available)	Benchmark Stat N'bour (most recent available)	Corporate Plan Aim	Acronym
Education	2.21	Rate of children with an education, health and care plan (EHCP) NB as rate of 0-25 yr old (105,819)		3.9%	3.9%	4.1%	4.2%	4.3%				Fair	EHCP - Education & Health Care Plan
	2.22	Total % Pupils in CEC Maintained/State-funded with SEN Support. DfE / census measure from Jan census		9.4%	9.4%	9.9%	9.9%	9.9%		12.6%	12.1%	Fair	SEN - Special Educational Needs DfE - Department for Education
	2.23	Number of children and young people with an EHCP open to social care (NB includes care leavers)		372	372	372	385	352				Fair	EHCP - Education & Health Care Plan
	2.24	Number of children with an EHCP with an EHA		250	250	278	208	231				Fair	EHA - Early Help Assessment
	2.25	% of requests for Educational Psychologists (EP) advice completed within 6 weeks	High is Good	74%	85%	89%	91%	89%				Fair	
	2.26	Special Educational Needs – Education, Health and Care Plans completion within 20 weeks including exceptions (cumulative yr)	High is Good	65.3%	49%	62%	71%	69%		58%	66%	Fair	
	2.27	Average number of weeks for EHC Plans to be issued (snap shot at quarter end to which it relates)	Low is Good	21.7	21.7	20.1	18.7	20.6				Fair	EHCP - Education & Health Care Plan
Strong Start, Family Help and Integration	3.12	% of all open Early Help Assessments led by Cheshire East Prevention service staff		55%	55%	48%	55%	61%				Fair	
	3.13	% 0-2 yrs engaged at children centres (most vulnerable i.e. CIN/CP/Cared for that have attended 3 or more times in the last 12 months)	High is Good		33%	38%	32%	30%				Fair	CIN - Child In Need, CP - Child Protection
	3.14	% eligible children taking up 2 year old offer (termly figure only)	High is Good	73%	75%	72%	N/A	81%		74%		Fair	
	3.15	% children taking up 3 and 4 year old offer (termly figure only)	High is Good	99%	99%	99%	N/A	99%		94%		Fair	
	3.16	Number of Families meeting the Supporting Families (previously family focus) criteria where outcomes have been successfully concluded (accumulative fig)	High is Good	297	297	50	167	307				Fair	
	3.17	Number of young people accessing the youth support service	High is Good		2176	2393	3467	2649				Fair	
	3.18	Number of young people not in education, employment or training (NEET) individuals [yr. 12-13]	Low is Good	200	200	207	140	207				Fair	NEET - Not in Education, Employment or Training
	3.19	% of young people not in education, employment or training (NEET) individuals [yr. 12-13]	Low is Good	2.60%	2.60%	2.70%	1.70%	2.50%		2.80%		Fair	NEET - Not in Education, Employment or Training

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Children and Families Committee Work Programme 2024-25

Report Reference	Children & Families Committee	Title	Purpose of Report	Lead Officer	Consultation	Equality Impact Assessment	Corporate Plan Priority	Part of Budget and Policy Framework	Exempt Item
CF/12/24-25	16/09/24	Academisation of Schools Forward Plan	This report is presented to the Children and Families Committee to inform committee members of planned schools across the borough who are seeking to move to academy status and join a multi academy trust. The forward plan highlights schools that will require Committee approval at future meetings.	Director of Education, Strong Start and Integration	No	No	Open	No	No
CF/07/24-25	16/09/24	First Financial Review of 2024/25 (Children & Families Committee)	To note and comment on the First Financial Review and Performance position of 2024/25, including progress on policy proposals and material variances from the MTFS and (if necessary) approve Supplementary Estimates and Virements.	Director of Finance and Customer Services	No	No	Open	Yes	No
CF/08/24-25	11/11/24	Second Financial Review of 2024/25 (Children & Families Committee)	To note and comment on the Second Financial Review and Performance position of 2024/25, including progress on policy proposals and material variances from the MTFS and (if necessary) approve Supplementary Estimates and Virements.	Director of Finance and Customer Services	No	No	Open	Yes	No

Children and Families Committee Work Programme 2024-25

Report Reference	Children & Families Committee	Title	Purpose of Report	Lead Officer	Consultation	Equality Impact Assessment	Corporate Plan Priority	Part of Budget and Policy Framework	Exempt Item
CF/13/24-25	11/11/24	Medium Term Financial Strategy Consultation 2025/26 - 2028/29 (Children & Families Committee)	All Committees were being asked to provide feedback in relation to their financial responsibilities as identified within the Constitution and linked to the budget alignment approved by the Finance Sub-Committee in March 2024. Responses to the consultation would be reported to the Corporate Policy Committee to support that Committee in making recommendations to Council on changes to the current financial strategy.	Director of Finance and Customer Services	No	No	Open	Yes	No
CF/09/24-25	13/01/25	Third Financial Review of 2024/25 (Children & Families Committee)	To note and comment on the Third Financial Review and Performance position of 2024/25, including progress on policy proposals and material variances from the MTFS and (if necessary) approve Supplementary Estimates and Virements.	Director of Finance and Customer Services	No	No	Open	Yes	No
CF/15/24-25	13/01/25	Medium Term Financial Strategy Consultation 2025/26 - 2028/29 Provisional Settlement Update (Children & Families Committee)	All Committees were being asked to provide feedback in relation to their financial responsibilities as identified within the Constitution and linked to the budget alignment approved by the Finance Sub-Committee in March 2024. Responses to the	Director of Finance and Customer Services	No	No	Open	Yes	No

Children and Families Committee Work Programme 2024-25

Report Reference	Children & Families Committee	Title	Purpose of Report	Lead Officer	Consultation	Equality Impact Assessment	Corporate Plan Priority	Part of Budget and Policy Framework	Exempt Item
			consultation would be reported to the Corporate Policy Committee to support that Committee in making recommendations to Council on changes to the current financial strategy.						
CF/16/24-25	07/04/25	Service Budgets 2025/26 (Children & Families Committee)	The purpose of this report is to set out the allocation of approved budgets for 2025/26 for services under the Committee's remit, as determined by Finance Sub Committee	Director of Finance and Customer Services	No	No	Open	Yes	No

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