

Children and Families Committee

Agenda

Date: Monday, 11th November, 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 16 September 2024.

For requests for further information

Contact: Josie Lloyd

Tel: 01270 686466

E-Mail: josie.lloyd@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. **November Children's Rights Month Campaign 2024** (Pages 13 - 38)

To receive a presentation from Cheshire East Youth Council.

6. **Improvement Plan Progress Update** (Pages 39 - 122)

To receive an update on progress against the children's services improvement plan to address the findings from the Ofsted inspection of local authority children's services (ILACS) conducted in February and March 2024.

7. **Dedicated Schools Grant Management Plan 2024/25 to 2030/31 Update** (Pages 123 - 150)

To receive an update on the Dedicated Schools Grant (DSG) management plan for the period 2024/25 to 2030/31.

8. **Second Financial Review of 2024/25 (Children & Families Committee)** (Pages 151 - 222)

To receive a report on the current forecast outturn for the financial year 2024/25 based on income, expenditure and known commitments as at the end of August 2024. It also identifies actions that are being taken to address adverse variances to urgently address financial sustainability.

9. **Medium Term Financial Strategy Update 2025/26 - 2028/29 (Children & Families Committee)** (Pages 223 - 234)

To receive a report outlining further development activity required before the final MTFS 2025-29 is presented for approval to the budget setting Council meeting in February 2025.

10. **Children's Centre Remodelling into the Family Hub Outreach Model** (Pages 235 - 278)

To consider a report seeking approval for the remodelling of children's centres.

11. **Household Support Fund 2024/25 (HSF5 Review and HSF6 Proposal)** (Pages 279 - 310)

To consider a report on the Household Support Fund 5 evaluation and the proposed amendments for delivery of the Household Support Fund 6.

12. **Proposed Expansion of Springfield School** (Pages 311 - 360)

To consider a report on the proposed expansion of Springfield School.

13. **Proposal for the Reuse of Flag Lane Baths Site for the Purpose of an Alternative Provision School** (Pages 361 - 372)

To consider a report on the proposal for the reuse of the Flag Lane Baths site.

14. **Proposed Change in Age Range at St Mary's Catholic Primary School, Middlewich** (Pages 373 - 388)

To consider a report on the proposed change in age range at St Mary's Catholic Primary School.

15. **Academisation of Lower Park School** (Pages 389 - 458)

To receive a report on the academisation of Lower Park School.

16. **Academisation of St John's CofE Primary School** (Pages 459 - 526)

To consider a report on the academisation of St John's CofE Primary School.

17. **Academisation of Gainsborough Primary and Nursery School, Belgrave Road, Crewe - Identification of Remedial Works** (Pages 527 - 534)

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

18. **Work Programme** (Pages 535 - 538)

To consider the work programme and determine any required amendments.

19. **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 3 of Part 1 of Schedule 12A to the Local Government Act 1972 and public interest would not be served in publishing the information.

20. **Academisation of Gainsborough Primary and Nursery School, Belgrave Road, Crewe - Identification of Remedial Works** (Pages 539 - 540)

To consider the confidential appendix to the report.

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

CHESHIRE EAST COUNCIL

Minutes of a meeting of the **Children and Families Committee**
held on Monday, 16th September, 2024 in the Committee Suite 1,2 & 3, Westfields,
Middlewich Road, Sandbach CW11 1HZ

PRESENT

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

Councillors S Bennett-Wake, A Burton, J Clowes, N Cook, L Crane, S Gardiner,
G Hayes, B Posnett, B Puddicombe and L Wardlaw

OFFICERS IN ATTENDANCE

Rob Polkinghorne, Chief Executive
Helen Charlesworth May, Executive Director Adults, Health and Integration
Claire Williamson, Director of Education, Strong Start and Integration
Andrea Stone, Interim Director of Family Help and Social Care
Adele Taylor, Interim Director of Finance and Customer Services
Lauren Conway, Business Manager
Alex Cooper, Project Manager – Education
Martyn Baggley, Head of Integrated Commissioning (joined remotely via
Microsoft Teams)
Tom Dooks, Head of Youth Justice Services – Cheshire East, Cheshire West,
Halton and Warrington
Danielle Holdcroft, Head of Early Years, Family Help and Prevention
Mark Thornton, Childcare Development Manager
Sally Ashworth, Team Manager – Attendance and Children Out of School
Keith Martin, SEND Transformation Manager
Val Simons, Pupil Place Planning Officer
Janet Witkowski, Interim Director of Governance and Compliance
Nikki Wood-Hill, Lead Finance Partner
Josie Lloyd, Democratic Services Officer

ALSO IN ATTENDANCE

Cllr Nick Mannion
Cllr Sam Corcoran
Cllr Ken Edwards

29 APOLOGIES FOR ABSENCE

Apologies for absence were received from Cllr Bailey, Cllr Beanland, Cllr Buchanan,
Cllr Saunders and Cllr Smith. Cllr Wardlaw, Cllr Gardiner, Cllr Crane, Cllr Clowes and
Cllr Burton attended as substitutes.

30 DECLARATIONS OF INTEREST

Cllr Bennett-Wake declared that she had worked with speech and language professionals and is a member of Unison which had campaigned for increased pay.

Cllr Gardiner declared in relation to item 12 that he sat on the Adults Learning Disabilities Board.

31 MINUTES OF PREVIOUS MEETING

RESOLVED:

That the minutes of the meeting held on 16 July be agreed as a correct record.

32 PUBLIC SPEAKING/OPEN SESSION

Cllr Corcoran attended the meeting as a visiting member to speak in relation to item 12 – SEND Partnership Strategy and Governance.

Cllr Corcoran acknowledged that the current SEND system was a national problem and referenced the possibility of converting Westfields for use as a SEND facility which would bring benefits both to local children with special educational needs and to the Council to reduce the spend on private placements outside the borough. Cllr Corcoran raised the following queries:

- Who was making the decision on whether to self-build a SEND facility at Westfields (as opposed to the facility being built by government)?
- What were the figures and other factors on which that decision was being taken?
- What scrutiny was there of that multi-million pound decision?

Officers undertook to provide this detail in writing.

33 IMPROVEMENT PLAN PROGRESS UPDATE

The committee received the report which provided an update on progress against the Children's Services improvement plan to address the findings from the Ofsted inspection of local authority children's services (ILACS) conducted in February and March 2024.

It was requested that the issue of finance associated with the improvement plan be included in the committee's second financial review report, which was due to be presented at the November meeting.

RESOLVED:

That the Children and Families Committee note the progress against the improvement plan.

34 YOUTH JUSTICE PLAN 2024-27

The committee received the report on the Youth Justice Plan 2024-27. Local authorities had a statutory duty to submit an annual youth justice plan relating to their provision of youth justice services. Section 40 of the Crime and Disorder Act 1998 set out the youth justice partnership's responsibilities in producing a plan. It stated that it was the duty of each local authority, after consultation with the partner agencies, to formulate and implement a youth justice plan, setting out how youth justice services in their area are to be provided and funded, how they will operate, and what functions will be carried out.

An amendment was moved and seconded which sought to amend the recommendation as set out in the report to:

That the Children and Families Committee recommend that full Council approves the 2024-27 Youth Justice Plan.

This amendment was carried by majority and became the substantive motion.

RESOLVED (by majority):

That the Children and Families Committee recommend that full Council approves the 2024-27 Youth Justice Plan.

35 FIRST FINANCIAL REVIEW 2024/25

The committee received a report on the first financial review for Children's Services for 2024/25. The report provided the current forecast outturn for the financial year 2024/25 based on income, expenditure and known commitments as at the end of July 2024. It also identified actions that were being taken to address adverse variances to urgently address financial sustainability.

It was request that a report be brought forward to committee to provide an update on school transport including an update on cost.

It was queried what the initial cost was for the consultants who were working on the school transport review and what that cost would be moving forward. Officers undertook to provide this detail in a written response.

RESOLVED:

That the Children and Families Committee:

1. Review the factors leading to a forecast adverse Net Revenue financial pressure of:

Council: £26.5m against a revised budget of £387.6m (6.8%)
Children and Families: £7.3m against a revised budget of £91.5m (8.0%)

To scrutinise the contents of Annex 1, Section 2 relevant to services within the committee's remit, and review progress on the delivery of the MTFS approved budget 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.

2. Consider the in-year forecast capital spending of:

Council: £164.5m against an approved MTFS budget of £215.8m Children and Families: £37.9m against an approved MTFS budget of £38.9m

due to slippage that has been re-profiled into future years.

3. Note the available reserves position as per Annex 1, Section 5
4. Note the Capital Virements above £500,000 up to and including £5,000,000 as per Annex 1, Section 4, Table 3 will be approved in accordance with the Council's Constitution
5. Note that Council will be asked to approve Supplementary Revenue Estimate Requests for Allocation of Additional Grant Funding over £1,000,000 as per Annex 1, Section 3, Table 1

36 UPDATE ON THE PROGRESS OF THE KEY AREAS OF THE DEDICATED SCHOOLS GRANT MANAGEMENT PLAN 2024/25 TO 2030/31 - QUARTER 1 2024/2025

The committee received the report which provided an update on the progress of the mitigations detailed within the Dedicated Schools Grant (DSG) management plan and provided a forecast outturn position in relation to the DSG deficit reserve. The progress and the forecast outturn position within the report were based on quarter 1 April 2024 – 30 June 2024. Monthly updates outside of the committee system had also been provided to the committee and details of these updates were uploaded to the members' hub. This report captured the previous updates.

A request was made for future reports to include detail within the highlight report on progress of mitigations (appendix 1) on the reasons behind mitigations being categorised as red/not on track.

RESOLVED:

That the Children and Families Committee:

1. Scrutinise and note the key areas of progress outlined in this report regarding the DSG Management plan 2024/25 to 2030/31
2. Note that this briefing report outlines the progress on mitigations and the forecast outturn position, based on quarter 1 April 24 to 30 June 2024
3. Note the caveat of the financial forecast

37 PAEDIATRIC SPEECH, LANGUAGE AND COMMUNICATION THERAPY SERVICE

The committee received the report which provided an update following the review, consultation and engagement by the Council and Cheshire & Merseyside Integrated Care Board (ICB) of the paediatric speech, language, and communication therapy (SLCN) services. The report provided oversight of the proposed service model and sought authorisation to follow a competitive tender process and award the successful provider the joint service contract from 1 April 2025.

RESOLVED (unanimously):

That the Children and Families Committee:

1. Approve the new service model and authorise the procurement for a new service contract for a 5-year term with a 1 + 1 year extension period
2. Approve the joint commissioning of the SLCN service between the council and ICB, formalised with a Section 256 Agreement
3. Delegate authority to the Executive Director of Children's Service and/or equivalent authorised officer to award the contract for the jointly commissioned Paediatric Speech Language and Communication Therapy Service

38 CHILDCARE EXPANSION CAPITAL GRANT AND WRAPAROUND CHILDCARE REVENUE GRANT POLICIES

The committee considered the report which sought approval of the Childcare Expansion Capital Grant Policy and the Wraparound Childcare Revenue Grant Policy.

RESOLVED (unanimously):

That the Children and Families Committee:

1. Approve the Childcare Expansion Capital Grant Policy set out in Appendix 1

2. Approve the Wraparound Childcare Revenue Grant Policy set out in Appendix 2
3. Delegate authority to the Executive Director of Children's Services to use the grants in accordance with relevant guidance
4. Delegates authority to the Head of Service for Early Years, Family Help and Prevention to enter into contracts with grant recipients in accordance with the proposed funding policies

39 CONSULTATION ON ADMISSIONS ARRANGEMENTS FOR 2026-27

The committee received the report which sought approval to consult on the Co-ordinated Scheme and Admissions Arrangements to comply with the statutory duty.

A request was made for paragraph 2.2 of the draft admissions arrangements to be amended to clarify that the local authority could not admit additional pupils over the published admission number, except in specific circumstances outlined in the admissions statement.

RESOLVED (unanimously):

That the Children and Families Committee approve that the Draft Co-ordinated Scheme and Admissions Arrangements be put for consultation in line with the School Admissions Code in Autumn 2024.

40 SEND PARTNERSHIP STRATEGY AND GOVERNANCE

The committee received the report which sought approval for revised governance arrangements for the Cheshire East 0-25 Special Educational Needs and Disability (SEND) Partnership, which aimed to ensure improvement actions undertaken through the partnership were completed effectively and at pace and supported the achievement of best outcomes for children and young people with SEND within a financially sustainable framework.

It was noted that there had been an administrative error within appendix 4 (terms of reference) and that Cllr Jos Saunders was part of the board.

RESOLVED (by majority):

That the Children and Families Committee:

1. Approve the revised Cheshire East 0-25 Special Educational Needs and Disability (SEND) Partnership Governance structure
2. Note the new and/or revised terms of reference for the following boards, groups and panels:

- Terms of Reference for SEND Task and Finish Groups
- Terms of Reference for the SEND Transformation Action Group
- Terms of Reference for the 0-25 SEND and AP Partnership Board
- Terms of Reference for the SEND Executive Oversight Panel

3. Note the proposals for developing the SEND and Alternative Provision (AP) Strategy and Improvement Plan 2025-27

41 **SCHOOLS CAPACITY RETURN (SCAP RETURN)**

The committee received the report on the outcome of the 2024 primary and secondary mainstream forecasts which would be submitted to the Education and Skills Funding Agency. The forecasts would inform the amount of Basic Need grant awarded to the authority for the 2027/2028 academic year. Notification of any award was usually received around April/May of the following year.

Officers undertook to provide written responses to the following queries:

- Regarding the expansion of schools in Sandbach and Wheelock, how confident were officers that this expansion would protect the choice for a parent/carer to send two or more children to the same school in this area
- As increased mandatory planning targets were expected, had this been worked into the school provision figures
- Regarding the Glebe Farm development in Middlewich, would money allocated for secondary education provision go with the child if they chose to attend a secondary school in Sandbach rather than Middlewich

RESOLVED:

That the Children and Families Committee note that the SCAP return was completed and submitted prior to the deadline of 26 July 2024 and acknowledge the information provided.

42 **WORK PROGRAMME**

A request was made for a report to be scheduled for a future meeting to provide information on finance within maintained schools, as the information from the Schools Forum suggested that in the 2022/23 financial year there were 10 maintained schools which submitted deficit budgets.

RESOLVED:

That the work programme be noted.

43 MINUTES OF SUB-COMMITTEES

RESOLVED:

That the minutes of the Cared for Children and Care Leavers Committee meeting held on 5 December 2023 be noted.

The meeting commenced at 17.00 and concluded at 21.18

Councillor C Bulman (Chair)

Cheshire East Youth Council

Children and Families Committee Update

November 2024





Cheshire East Youth Council is made up of a group of young people who campaign on and create positive change for others. They work with decision makers and help them to make services and the support that children and young people receive better. The group feeds into Children's Trust Board.

The group campaigns on issues that are important to young people e.g. mental health, physical health, children's rights, access to early help, support for LGBTQ+ community, period poverty, sexual harassment and sexual violence, hate crime. The group is driven by important issues not political parties.



Top Issues for Youth Council

- Raise awareness and educate young people on hate crime.
- Free and accessible spaces and places for young people to go.
- Improved and accessible Mental Health Services and support when we need it, within the community and education settings.

What is ?

- Make Your Mark is the largest consultation of 11-18 year olds in Europe. It gives young people the chance to have a say on what matters to them.
- Topics are presented to young people (on a ballot paper, online or on a presentation). Voting happened in schools, colleges and youth groups throughout February and the topic with the most votes becomes the newly elected MYP campaign theme for their 2 year term.
- Cheshire East Youth Council will get involved in the national Make Your Mark campaign, but they may also wish to create their own campaign based on what young people voted for locally.

Time for the results

Cheshire East Results:

7479 young people voted in total

1 – 1294 voted for “Crime and Safety”

2 – 1112 voted for “Health and Wellbeing”

3 – 1077 voted for “Jobs, the Economy and Benefits”

North West Votes:

Crime and Safety

National Votes:

Health and Wellbeing

What has happened since Make Your Mark?

- Survey on Hate Crime and Discrimination, **116 young people took part**, the group is using the information gathered to influence a Hate Crime and Discrimination Campaign aimed at:
 - Equipping professionals with how to deal with hate crime
 - Educate young people on what a hate crime is
 - Raise awareness and understanding
 - Share how to report and where to turn for support

What should young people do to address bullying, hate crime and discrimination?

- Report the incident to a trusted person / tell someone who can do something about it
- More discussion in schools regularly about it / raise awareness and how to recognise it
- Learn to stand up for yourself
- Call people out on it
- Don't bully / more care for others
- Give accounts from people who have experienced it to show the impact
- Videos or posters around the experience and advice / post things on social media for awareness
- Educate others around what it would be like to be on the receiving end
- Create a better sense of community / space built on respect
- Punishment in a way that deals with the problem
- More anti-bullying rules
- Therapy for those who bully to help them stop

As someone who has experienced bullying and discrimination directly, I feel that young people who are victims of hate crimes, discrimination, bullying need to speak out and share their past experiences of abuse towards them. By doing this, we can educate everyone regarding the severity of bullying and discrimination, and the impact it has on young people.

What should leaders do to address bullying, hate crime and discrimination?

- Harsher punishment / consequences for those given warnings who continue / to deter in the future
- Teach more about it / more awareness
- Provide a safe environment for people to talk in / get help
- Explain about the impact of bullying / hate crimes more such as poor mental wellbeing and trauma
- Report it to someone that will help / do something about it
- Take into consideration what the individual wants to do with the situation
- Teach children how to speak out / stand up for themselves
- Make laws/rules to prevent bullying / discriminative websites and social media content
- Stop bullying
- Address the drivers of bullying and get it sorted with an adult
- Telling an adult can often increase the bullying which makes people afraid to speak out / discretion is needed

**HATE
STOPS
HERE**



NOVEMBER
What will you do for
Children's Rights Month?



HATESTOPSHERE

Campaign Aims:

- Make sure that professionals have the resources to teach young people and react / deal with hate crime and discrimination.
- For young people to have improved awareness and understanding of hate crime and discrimination.

Resources:

- 4 Sessions plans with resources
- Social Media pack
- 'Hate Free Zone' checklist

HATESTOPSHERE

'Hate Free Zone' checklist

Considerations/Questions	Y/N/Notes
Have staff completed Equality, Diversity and Inclusion training?	
Have you checked if Hate Crime is covered in policy? Anti-bullying? Safeguarding? Inside and outside of the provision/setting?	
If a Hate Crime happens outside of your provision/setting between your children and young people, do you have a follow up and support procedure in place for those affected?	
Do children and young people in your provision/setting understand what a Hate Crime is?	
Is literature/flyers readily available for children and young people?	
Do young people know who to tell if they experience or see a Hate Crime?	
Are children and young people receiving regular education and awareness sessions about Hate Crime?	
Do staff know how to respond to Hate Crimes?	

"it is important to educate young people on what a hate crime actually is so that people don't accidentally hurt other people thinking it is banter"

**HATE
STOP
SHERE**

"Educate people on the meaning of words they use and promote equality."

**HATE
STOP
SHERE**

HATESTOPSHERE

Session 4 – Consequences of Hate Crime

aims and objectives:

- Learn about the legal consequences of hate crime
- Develop and learn about the consequences for individuals, families, communities and society if subject to a hate crime.

Cheshire East Youth Council

2 Optional Slide – Cheshire East Youth Council and Make Your Mark

3 What does the law say?

4 What does the law say?

5 Discuss the consequences of Hate Crime

6 Discussion - Consequences

HATESTOPSHERE

Next Steps for Campaign:

- Fundraising for resources.
- Toilet door campaign.
- Youth Council to deliver workshops to other groups.

Conclusion and Recommendations

- We have appreciated opportunities such as Children's Trust Board, Health and Wellbeing Board and Committee to provide a platform for our views, lived experience and campaigns.
- We would like further opportunities to be involved in the conversation and development of services connected to our top priorities.
- Children and Families Committee to have ongoing dialogue with young people across Cheshire East to have focussed discussions on our top priorities.
- Access to education settings and other spaces across Cheshire East to ensure the Hate Stops Here Campaign achieves its aims and objectives.

Any questions? How can you help?





A summary of responses to Cheshire East Council's

Young people's experiences of hate crime and discrimination in Cheshire East Survey



Introduction

Purpose of the survey

In February 2024, young people aged 11-18 said that “Crime and Safety” is the most important issue to them in the national youth ballot Make Your Mark.

From this, Cheshire East Youth Council are planning to develop an awareness campaign about Hate Crime and Discrimination with two clear goals:

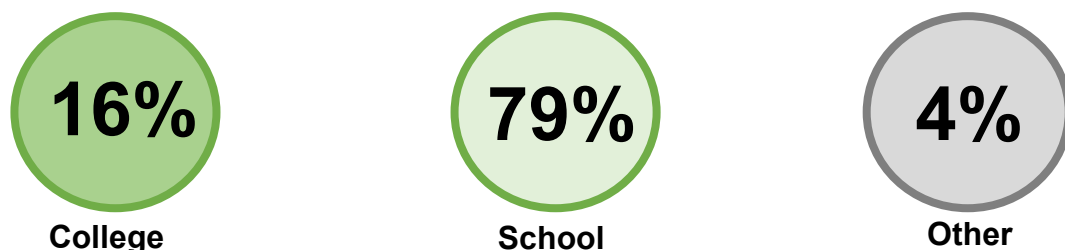
- Make sure that educators have the right resources to teach young people about hate crime and discrimination, with the skills to also deal with it when it happens.
- Help young people to have improved awareness and understanding of hate crime and discrimination, also what to do if they see it or experience it.

Therefore, Cheshire East Youth Council invited young people across Cheshire East to complete a survey to share their experiences of hate crime and discrimination anonymously to influence the campaign, which included in schools, colleges and out in the community.

Survey responses

A total of 116 responses were received to the survey, a breakdown of demographics is available in Appendix A. The educational setting of respondents is shown below.

What educational setting do you attend?

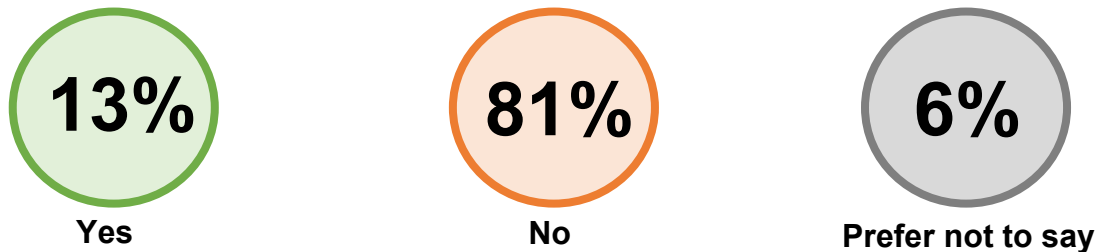


Total number of respondents 116

Section 1: Bullying

Respondents were asked if they had ever bullied anyone, 15 of the respondents confirmed that they had.

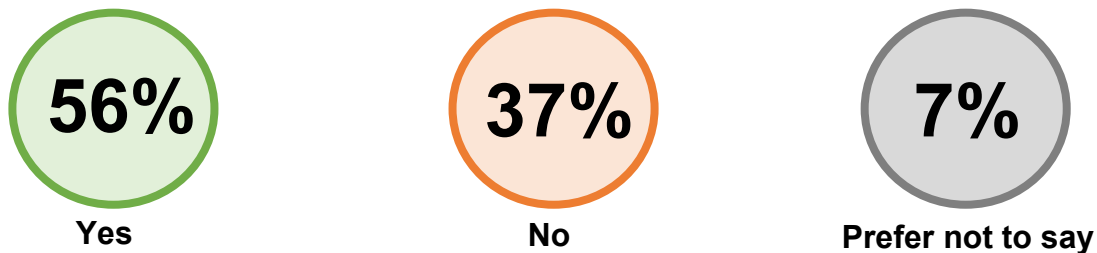
Have you ever bullied anyone?



Total number of respondents 116

Respondents were asked if they had experienced bullying, 65 confirmed that they had, just over half of all survey respondents.

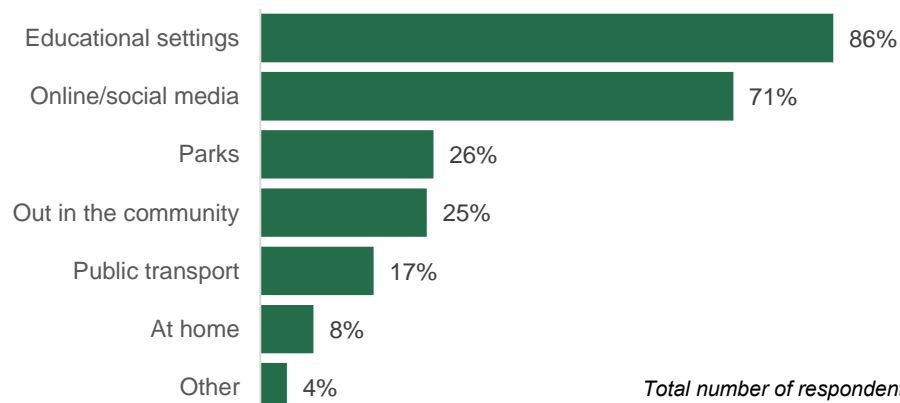
Have you ever been bullied?



Total number of respondents 116

Respondents were asked where they thought bullying was most likely to occur, Figure 1 below shows a summary of results to this question.

Figure 1: Where do you think bullying is most likely to occur?



Total number of respondents 115

Respondents who reported they had been bullied were asked if they had told anyone about the bullying.

Did you tell someone about the bullying?



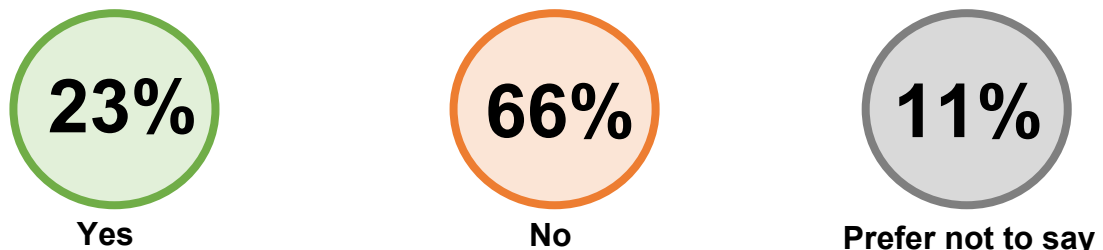
Total number of respondents 67

Respondents were most likely to tell the following people about the bullying:

- Parents (21 comments)
- Teachers (10 comments)
- School (5 comments)
- Friends (3 comments)
- Head of year (1 comment)
- No-one (1 comment)

Respondents were asked if the bullying was dealt with properly, just 23% of respondents felt that it had.

Was the bullying dealt with properly?



Total number of respondents 65

Respondents were asked if it wasn't dealt with properly what could have been done better, a total of 20 comments were left which are summarised as:

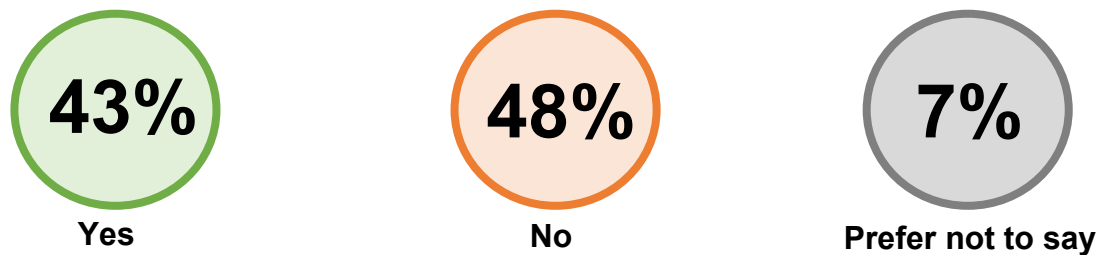
- The bully to have been punished / to have been taken more seriously (8 comments)
- The teachers could have looked out for me, was made to feel at fault / not given support or listened to (6 comments)
- More mental health support (2 comments)
- Pastoral team didn't deal with the incidents, so I didn't go to them afterwards / still continued after being 'dealt with' (2 comments)
- Telling someone so they could know (1 comment)
- Nothing (1 comment)

Section 2: Discrimination

Respondents were asked if they knew what discrimination was, 95% (108 of 114) did know what it meant.

Respondents were asked if they had experienced discrimination, 50 confirmed that they had, under half of all survey respondents.

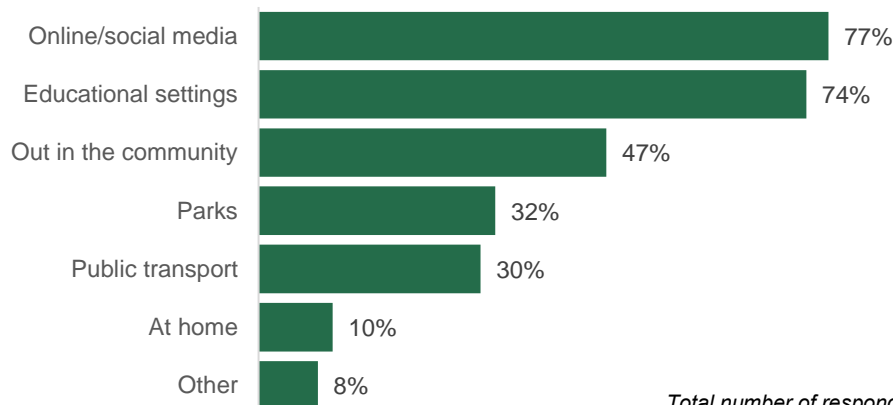
Have you ever felt discrimination?



Total number of respondents 116

Respondents were asked where they thought discrimination was most likely to occur, Figure 2 below shows a summary of results to this question.

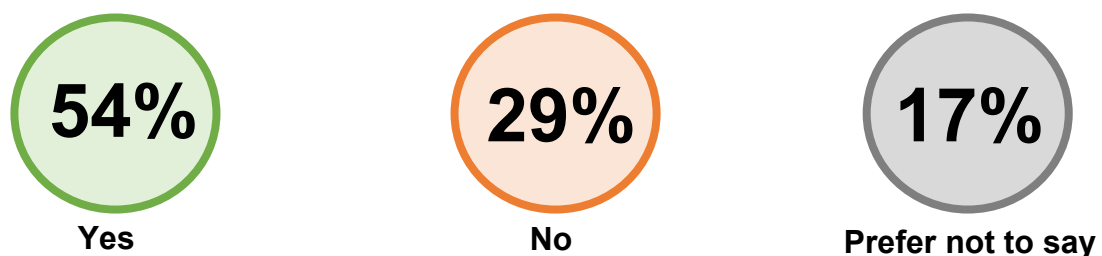
Figure 2: Where do you think discrimination is most likely to occur?



Total number of respondents 115

Respondents who reported they had been discriminated against were asked if they had told anyone about it. Respondents were less likely to report discrimination compared to bullying (54% compared to 67%).

Did you tell someone about the discrimination?



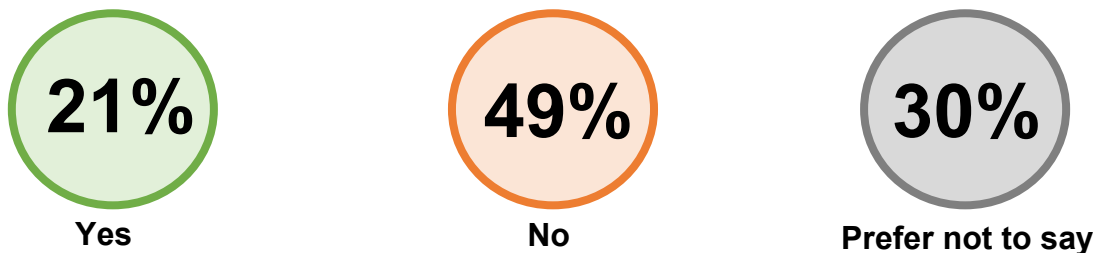
Total number of respondents 48

Respondents were most likely to tell the following people about the discrimination:

- Parents (8 comments)
- Teachers (6 comments)
- Friends (3 comments)
- School (2 comments)
- Head of year (1 comment)

Respondents were asked if the discrimination was dealt with properly, just 21% of respondents felt that it had, a similar rate to bullying.

Was the discrimination dealt with properly?



Total number of respondents 47

Respondents were asked if it wasn't dealt with properly what could have been done better, a total of 6 comments were left which are summarised as:

- The school or teachers could have handled it better / taken it more seriously (3 comments)
- More education around it (1 comment)
- Schools cannot handle the number of cases (1 comment)
- Just got used to it / stopped finding it as offensive (1 comment)

Section 3: Hate Crime

Respondents were asked if they knew what a hate crime was, 92% (107 of 116) did know what it meant.

Respondents were asked if they had ever witnessed a hate crime, 43% of respondents had.

Have you ever witnessed a hate crime?



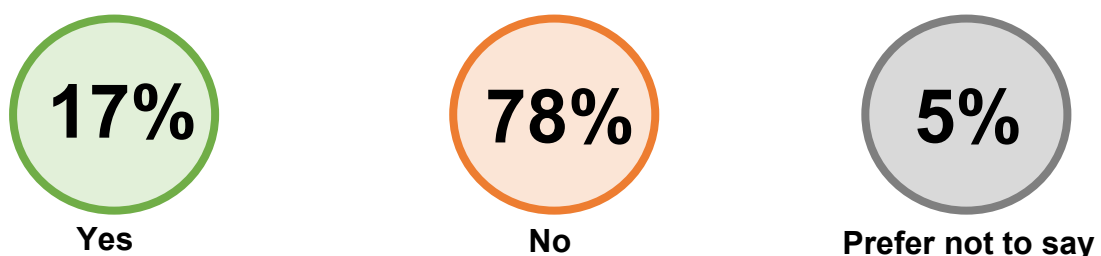
Total number of respondents 116

In terms of what respondents had witnessed the following was raised:

- Physical violence / verbal comments due to sexuality / religion / race (11 comments)
- Unable to share, school did not respond appropriately (2 comments)
- Personal experience of hate crime (1 comment)
- Making fun of someone (1 comment)
- Prefer not to say (1 comment)

Respondents were asked if they had ever been a victim of a hate crime, 17% of respondents confirmed this.

Have you ever been a victim of a hate crime?



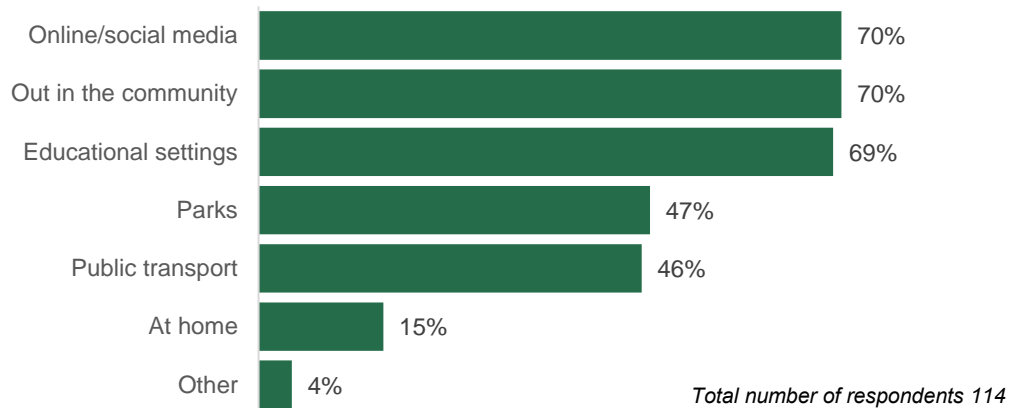
Total number of respondents 116

In terms of what respondents had experienced the following was raised:

- Verbal aggression due to race (3 comments)
- Physical violence due to race (1 comment)
- Prefer not to say/ don't feel comfortable sharing (2 comments)

Respondents were asked where they thought hate crimes were most likely to occur, Figure 3 below shows a summary of results to this question.

Figure 3: Where do you think hate crimes are most likely to occur?



Respondents who reported they had experienced a hate crime were asked if they had told anyone about it. Respondents were more likely to report hate crimes compared to both discrimination and bullying (75% compared to 54% and 67%).

Did you tell someone about the hate crime?



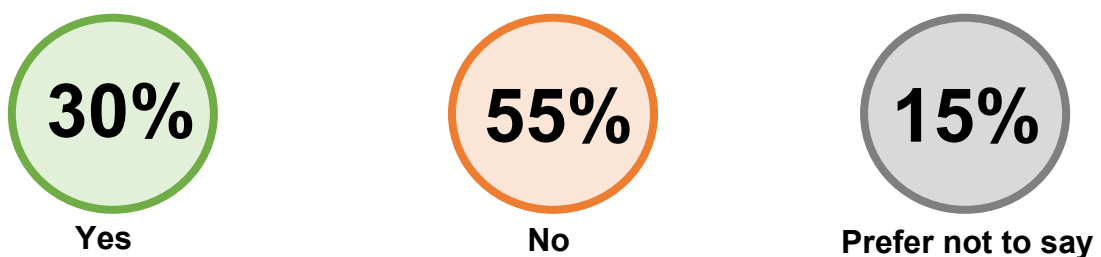
Total number of respondents 20

Respondents were most likely to tell the following people about hate crimes:

- Parents (3 comments)
- Teachers (3 comments)
- Friends (3 comments)
- School (3 comments)

Respondents were asked if the hate crime was dealt with properly, 30% of respondents felt that it had.

Was the hate crime dealt with properly?



Total number of respondents 20

Section 4: Your Ideas

Respondents were asked in their own words what should young people do to address bullying, discrimination and hate crime. A total of 94 comments were left to this section a summary of which is provided below:

- Report the incident to a trusted person / tell someone who can do something about it (47 comments)
- More discussion in schools regularly about it / raise awareness and how to recognise it (15 comments)
- Learn to stand up for yourself (8 comments)
- Call people out on it (7 comments)
- Don't bully / more care for others (6 comments)
- Give accounts from people who have experienced it to show the impact (6 comment)
- Videos or posters around the experience and advice / post things on social media for awareness (3 comments)
- Educate others around what it would be like to be on the receiving end (3 comments)
- Create a better sense of community / space built on respect (3 comments)
- Punishment in a way that deals with the problem (3 comments)
- More anti-bullying rules (1 comment)
- Therapy for those who bully to help them stop (1 comment)
- Youth clubs (1 comment)
- Nothing / not sure / prefer not to say (5 comments)

“

As someone who has experienced bullying and discrimination directly, I feel that young people who are victims of hate crimes, discrimination, bullying need to speak out and share their past experiences of abuse towards them. By doing this, we can educate everyone regarding the severity of bullying and discrimination, and the impact it has on young people.

”

Respondents were asked in their own words what should adults and local leaders do to address bullying, discrimination and hate crime. A total of 92 comments were left to this section a summary of which is presented below:

- Harsher punishment / consequences for those given warnings who continue / to deter in the future (23 comments)
- Teach more about it / more awareness (20 comments)
- Provide a safe environment for people to talk in / get help (9 comments)
- Explain about the impact of bullying / hate crimes more such as poor mental wellbeing and trauma (8 comments)
- Report it to someone that will help / do something about it (11 comments)
- Take into consideration what the individual wants to do with the situation (5)
- Teach children how to speak out / stand up for themselves (6 comments)

- Make laws/rules to prevent bullying / discriminative websites and social media content (5 comments)
- Stop bullying (5 comments)
- Address the drivers of bullying and get it sorted with an adult (4 comments)
- comments)
- Telling an adult can often increase the bullying which makes people afraid to speak out / discretion is needed (2 comments)
- Don't be woke (1 comment)
- Nothing will help it / they can't stop it (1 comment)
- Don't know / not sure (7 comments)

“

Crack down and not just punish people , but try to make them understand the impact that it has . And explain about suicide and how bullying can traumatise people for life

”

“

Explain how BAD it is and Tell the back stories too. I would also like to see black history month in my school too

”

“

Help give understanding of different backgrounds or cultures so people don't discriminate or hate crime due to lack of knowledge/ obliviousness

”

“

when adults are told about bullying and tell off the bully it can often increase the bullying as they see the victim as a snitch which makes people afraid to speak out so i'm unsure what can be done

”

Appendix A: Demographics

Gender	Count	Percent
Female	69	60%
Male	35	30%
Non-binary	5	4%
Other	< 5	
Prefer not to say/ Not disclosed	5	4%
Grand Total	116	100%

Age	Count	Percent
11 – 12	17	15%
13 – 14	51	44%
15 – 16	30	26%
17 – 18	18	16%
Grand Total	116	100%

Ethnicity	Count	Percent
White English/ Welsh/ Scottish / Northern Irish / British	89	77%
Any other White background	7	6%
Mixed or multiple ethnic groups	< 5	
Asian / Asian British	8	7%
Black African / Caribbean / Black British	< 5	
Other	< 5	
Prefer not to say	< 5	
Grand Total	116	100%

Religion	Count	Percent
Buddhist	< 5	
Christian	26	22%
Jewish	< 5	
Muslim	< 5	
No religion	76	66%
Other	5	4%
Prefer not to say	5	4%

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OPEN

Children and Families Committee

Monday, 11 November 2024

Improvement Plan Progress Update

Report of: Theresa Leavy, Executive Director of Children's Services

Report Reference No: CF/31/24-25

Ward(s) Affected: All wards

Purpose of Report

- 1 This report updates committee on progress against the children's services improvement plan to address the findings from the Ofsted inspection of local authority children's services (ILACS) conducted in February and March 2024.

Executive Summary

- 2 Cheshire East Council received an Ofsted inspection of local authority children's services (ILACS) between 19 February – 8 March 2024. The inspection found our support to care leavers was inadequate, and all other areas required improvement.
- 3 The improvement plan to address the findings from the inspection was agreed at the Children and Families Committee on 16 July and Full Council on 17 July. As agreed at the Children and Families Committee on 3 June, committee will receive updates on progress against this plan at each meeting so it can scrutinise the impact on outcomes for children.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Note the progress against the improvement plan.

Background

- 4 Our Improvement Plan was submitted to Ofsted within the required timescales and we received feedback from them on our improvement plan in September. Ofsted said “Your action plan is detailed and addresses the areas for improvement identified in the inspection. It also demonstrates engagement with partners and the wider council.” To strengthen our plan, Ofsted suggested that we include specific actions in each area on how we will coproduce improvements with children and young people. We have included additional actions on coproduction in the plan in line with their feedback (appendix 2) and have sent an updated version back to Ofsted.
- 5 We are now aware that our monitoring visit from Ofsted will take place in December, and we will keep committee informed on these arrangements once dates are confirmed and their findings through these reports.

Strengthened Improvement Arrangements

- 6 The Director for Improvement joined Cheshire East on the 30 September and will be overseeing progress and updates against the improvement plan going forward. As part of this work, the process of scrutiny and challenge to the plan has been reviewed and strengthened. New governance arrangements are now in place to support this going forward. As a result, it will be necessary for us to review some of the actions previously graded completed (Green) to enable a more robust sign off. We have introduced a new rating of Amber E for actions that require us to embed and evidence impact (appendix 1). All actions previously marked as completed have now been moved to Amber E to show that they are being tested to ensure they have had the intended impact and are embedded changes before we move them to completed. All the impact sections have now moved to Grey to show that it is too early to evidence impact. Impact of improvement work requires time, so impact ratings will only move to Red if impact is not achieved within six months of the actions turning Amber E.

Colour	Action Definition	Impact Definition
Grey	Not started yet	Too early to measure impact
Red	Not on track	No impact or very limited impact / improving outcomes for a few children and young people
Amber	On track to be completed within timescales	Some positive impact but this is variable and does not consistently improve outcomes for children and young people
Amber E	Completed but we need to embed and evidence impact	
Green	Completed and embedded with evidence of impact	Positive and consistent impact which delivers improved outcomes for children and young people

- 7 As part of the new governance arrangements, all new policies, procedures, and strategies developed as part of the plan will be quality assured and signed off by the Quality Assurance Service acting as independent scrutiny and challenge. This will give additional assurance to committee that work evidenced as completed has had the right level of scrutiny prior to implementation and provides confidence to the service that they are delivering quality work. Some work approved prior to this change is having some further review to ensure it is delivering the requirements needed.
- 8 Finally, to ensure we utilise our resources, time and efforts efficiently work is being undertaken to review interdependencies within the improvement plan and this will include those where we require corporate and partnership support. As a result, it is likely some of the timelines for the actions will need to be amended. Some actions on the current plan are marked as delayed and these will also be considered as part of this review. Some of these have been deliberately paused in light of the new arrangements to ensure we concentrate our efforts in the right areas, supported by evidence of impact. Actions identified from internal assessment activities will also be added to the plan within chapter 3.

9 **Ongoing Improvements to Children's Services**

It is important to note that while Ofsted have identified areas for improvement, inspections aren't able to cover the full breadth and depth in the time they have. As such it is important that we continue to assure all areas of our services and where further improvements are required these will be added as further actions to our plan, with clear identification of where those actions have arisen from. This will further enable us to be both be prepared for monitoring visits and capture any additional learning obtained. As part of our preparations for monitoring visits we will deliver dedicated focus on key areas of concern to ensure we know and understand our services well and take any actions required.

While we undertake further work to assess our services, we have been reviewing our external support to ensure this is meeting our priority areas for improvement and is well co-ordinated. As such this enables us to align the right expertise to the improvements required. One area requiring attention from an initial diagnostic is our Front Door and EDT. This has highlighted some strengths and areas for improvement, including how we share and access multi agency information to make informed decisions to help and protect children, both as part of our daytime services, early help responses and out of hours. Therefore, I have planned for Dorset council to provide a two-day review by two senior managers on the 6th and 7th November with a full report by the 18th November. Early learning will be shared each day to enable any immediate actions to be taken and plan for any system and process changes required. This will be key to our monitoring preparations and a full update will be provided to the December Board.

Progress against the plan

- 10 The improvement plan at appendix 2 includes updated RAG ratings and progress updates for each area as of 9 October 2024. Appendix 1 shows an overview of the ratings for each action and the impact for each plan area.
- 11 Key improvement activity which has taken place since the [last update to committee on 16 September](#) includes:
- Achieving all the milestones in our plan timeline (appendix 2 page 9) except the one regarding recruitment (an update on recruitment is included below).
- 12 Increased capacity to drive improvements through the appointment of a Director for Improvement, who has specialist expertise and a proven track record of delivering improved children's services.
- Strengthened the quality assurance process, including introducing internal moderation of audits, and moved line of sight for the improvement plan to the Improvement Director along with the QA service to ensure independence of the operational teams.
 - Established weekly leadership meetings for all senior leaders in children's services, including enabling services such as legal, finance and HR, to increase joint working and understanding of all children's outcomes. These include a monthly Improvement and Performance meeting where leaders will be held to account for the impact of services.
 - A communications strategy on 'being brilliant at the basics' has been developed and communications have been shared with practitioners and managers in September, which was positively received by the workforce. These messages will be reinforced through the in person celebrating practice workshops for managers and practitioners in October and November.
 - The supervision policy, form and practice guidance has been revised and was launched in August.
- 13 Three care leaver ambassadors have been appointed to support corporate parenting work and ensure that the views of care experienced children and young people shape service development.
- The first partnership Corporate Parenting Board took place on 2 October, chaired by the council's chief executive. This was attended by two of the care leaver ambassadors who presented the results of the care leavers survey, and recommendations on actions to be taken from focus groups of care leavers. The board also included a workshop on what arrangements are needed to develop and drive corporate parenting in Cheshire East. New governance arrangements will be established based on the

workshop. These will support the refresh of the cared for and care leavers strategy, and the Corporate Parenting Board will oversee its delivery.

- LGA corporate parenting training took place on 30 September for all members of the Corporate Parenting Board and elected members on the children's committees.
 - Free bus passes for care leavers will go live on 14 October.
 - The service is trialling a new child protection plan that aims to be more child focussed, impact focussed and easier for families to read and engage with. Consultation is currently underway with a small number of families on the new plan.
- 14 We have recruited our third Mockingbird Home Hub Carers and they have completed their training. We have identified 6 satellite families and are in the process of identifying another 1 to meet fidelity.
- Young people have developed recruitment questions to ask foster carers, and delivered training to the fostering panel, to ensure children and young people's voices and experiences are included in the recruitment and selection of foster carers.
- 15 During our personal education plan (PEP) training sessions with our schools and settings, two of our children and young people attended to present and share information on their current education, their journey and experiences. This also included information on their PEP and the importance of being involved in this plan, and the impact this had on them.

Impact for children and young people

- 16 Internal moderation was introduced in September to strengthen our assurance on progress. This found that there was over-optimism within audit judgements, and 8 of 12 audits were downgraded. Moderators identified that auditors were able to accurately identify the appropriate findings and themes but were not then grading appropriately to represent this. A workshop for auditors to improve auditing will take place in November.
- 17 Audits undertaken in August and September show that practice is not at the quality we want it to be; following moderation 1 case was judged good, 5 requires improvement and 6 inadequate. No child was found to be unsafe. There were elements of good practice identified, including one outstanding assessment and one good assessment which will be shared as good practice examples across teams.

Child and Family Feedback

- 18 Further work is required to ensure family feedback is gathered throughout our involvement and therefore a Family Feedback Strategy is being developed. We are also looking to strengthen the questions in our feedback so we can obtain some clear themes such as whether families feel listened to and involved in decision making.
- 19 Currently from the audits undertaken we have some feedback from children, young people and families, below is an extract:
- “They have taken the time to help me.”
“The social worker writes a lot; I would want it to be made shorter.”
“The support from services has been a whirlwind. It has felt stressful.”
“My social worker is understanding, helpful and easy to talk to.”
“I’ve had 5 social workers - some I’ve only met once. Not all have been good.”
“The social worker is approachable and explains things to me.”
- 20 Satellite carers have voiced their positivity about being part of Mockingbird and the support and companionship it has provided. Carers and young people have spoken about it feeling like a ‘real extended family’.
- 21 In August, the Safeguarding and Quality Assurance Service were involved in a focus group with 9 of our cared for children to seek feedback on the Cared for IRO service. The young people provided feedback that they liked that IROs tailored reviews to their requirements and they enjoyed that on some occasions these are themed to their interests. The young people fed back they felt that their IRO advocated for them and held other people to account for things they said they would do.

Risks/ key areas requiring improvement

- 22 As highlighted above, the quality of practice is not where we need it to be, with cases judged inadequate following moderations. However, this isn’t unusual on an improvement journey as progress requires time and significant development which is being addressed in our improvement plan. What is reassuring is, that despite overall poor audit gradings, some areas of the practice was identified to be good and we are supporting staff to build on this so it can be reflected in all areas of the work undertaken with children.
- 23 Management oversight and supervision remains a key area for improvement to facilitate a good line of sight to the practice and will drive the quality of work, which our enhanced performance oversight will further support.
- 24 Vacancies are causing pressure within services, and for many practitioners’ caseloads remain too high, and work will commence at pace to facilitate a workforce development, recruitment and retention strategy to address this.

Work is also being undertaken to support those workers with high case loads by ensuring robust oversight.

Update on Recruitment

25 In our plan timeline (page 9) we said we would have additional capacity in place to deliver the improvement plan by the end of September. We have not achieved this for all the posts within this timescale. Eight of the 13 posts have been filled (4 social workers, 3 PAs, and a project manager for 18-25 accommodation work). Recruitment is underway for the 5 other posts, 2 of which had the recruitment extended due to a lack of suitable candidates. A breakdown of these is provided below.

26 The following roles were agreed by committee and full Council as additional capacity to support service improvements, starting from September onwards:

<u>Roles</u>	<u>Update</u>
Independent Reviewing Officers (IRO) x 2	Advert extended due to a lack of suitable candidates - new closing date of 31 October 2024. However, these posts are covered by agency in the interim
Connected carer assessors x 2	Advert to close on 29 November 2024.
Social worker x 6	As outlined in the previous report to committee, 4 agency social workers have been appointed into Macclesfield and Crewe within Children in Need and Child Protection as these are experienced workers. This is the same cost as 6 non-agency social workers. A workforce strategy will be a priority action to support recruitment including a proposal for international recruitment.
PAs x 3	Recruited 3 additional staff on an agency basis, however, due to turnover within the service they are now no longer additional capacity and additional resource is being sourced.
Quality Assurance Officer	Advert at shortlisting stage.
Project Manager to lead development of 18-25 accommodation	Internal secondment appointed on 1 July to enable work on this area to start immediately. Post funded by the service until 1 September.

27 The spend to the end of September for the 5 posts is £20,381.

28 A new recruitment pack and videos have been developed support us to attract experienced social workers. A benchmarking review with other local authorities has been completed to inform the development of our offer to ensure this is competitive and attractive.

Consultation and Engagement

- 29 We are continuing to work together with children, young people, young adults, parents/carers, staff, and partners to develop, deliver and evaluate improvements, as outlined above. Children, families and practitioners' views are actively sought through our audit process.

Reasons for Recommendations

- 30 Cheshire East Council's children's services received an inadequate judgement from the 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
Do not scrutinise the improvement plan	Committee will not have oversight of progress against the plan so cannot be assured that outcomes will be improved for children and young people	There is a risk that improvements are not achieved at the pace needed

Implications and Comments

Monitoring Officer/Legal

- 31 Members of the committee need to be assured that all requirements and recommendations within the ILACS report and the improvement notice (served upon the council by the DfE on the 24 July 2024 resulting from the Ofsted inspection findings), are complied with and that the plans in place deliver the improvements required are within the timescales set by the DfE.
- (a) Failure to comply or poor progress against the Improvement Plan can result in the imposition of directions to secure performance, which can include DfE intervention and nomination of a person to act on its behalf to secure performance.
- 32 The protection of vulnerable people is a council responsibility. Continued regular oversight by members of the Childrens and Families Committee,

alongside the overall approach to improving service provision, aligns with this obligation.

Section 151 Officer/Finance

- 33 The additional resources linked to the plan are expected to be starting during September 2024 or in April 2025 in line with the costed plan, therefore the cost to date in our accounts is £20,381 at the end of September 2024.
- 34 The improvement plan to address the findings from the inspection was agreed at the Children and Families Committee on 16 July and Full Council on 17 July, which included the approach to the funding of the plan.

Policy

A council which empowers and cares about people

Work together with residents and partners to support people and communities to be strong and resilient.

Protect and support our communities and safeguard children, adults at risk, and families from abuse, neglect, and exploitation.

Be the best Corporate Parents to our children in care.

Ensure all children have a high quality, enjoyable education that enables them to achieve their full potential

Equality, Diversity, and Inclusion

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

Human Resources

- 36 Additional capacity has been requested to support the delivery of the improvement plan and an update on this is included within the body of the report. HR are supporting the improvement work and a recruitment and retention strategy is being developed.

Risk Management

- 37 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 has been added to the council's corporate risk register and this risk is monitored quarterly through the Corporate Policy Committee.

Rural Communities

- 38 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)

- 39 The improvement plan aims to improve the outcomes for our most vulnerable children and young people.

Public Health

- 40 Same as the implication above.

Climate Change

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

Access to Information	
Contact Officer:	<p>Lisa Davies, Interim Director for Improvement, Children's Services</p> <p>Lisa.davies@cheshireeast.gov.uk</p>
Appendices:	<p>Appendix 1: RAG rating overview</p> <p>Appendix 2: Improvement Plan</p>
Background Papers:	<p>Report on the improvement plan to the Children and Families Committee on 16 September 2024</p> <p>Report on the improvement plan to the Children and Families Committee on 16 July 2024</p> <p>Report on the Ofsted inspection findings to the Children and Families Committee on 3 June 2024</p> <p>Cheshire East's Ofsted Inspection Report published 16 May</p> <p>Ofsted ILACS Framework</p>

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Improvement Plan

Rating Overview

Ratings as at 9 October 2024.

Key

Colour	Action Definition	Impact Definition
Grey	Not started yet	Too early to measure impact
Red	Not on track	No impact or very limited impact / improving outcomes for a few children and young people
Amber	On track to be completed within timescales	Some positive impact but this is variable and does not consistently improve outcomes for children and young people
Amber E	Completed but we need to embed and evidence impact	
Green	Completed and embedded with evidence of impact	Positive and consistent impact which delivers improved outcomes for children and young people

Chapter 1

Senior Leaders' Oversight		Impact: Grey	
Ref	Action	Due by	RAG
SL1	Reporting and governance arrangements	Sept 24	Amber E
SL2	Participation activity forward plan	Sept 24	Delayed
SL3	Improvement Board	July 24	Amber E
SL4	Children's Services Strategic Quartet	July 24	Amber E
SL5	Corporate parenting strategic board	Nov 24	Amber E
SL6	LGA corporate parenting training	Nov 24	On track
SL7	Care leaver champions	Dec 24	On track
SL8	Cared for children and care leavers strategy	Nov 24	Delayed
SL9	Quality assurance framework	May 24	Amber E
SL10	Service manager thematic audit group	Aug 24	Amber E
SL11	Share audit findings with teams	Sept 24	Amber E
SL12	Vital signs performance report	Sept 24	Amber E
SL13	Councillor frontline visits	Nov 24	On track
SL14	Children's social care national framework implications	Nov 24	On track
SL15	'Doing the Basics Brilliantly'	Sept 24	Amber E
SL16	Examples of good practice	Aug 24	Amber E
SL17	Strengthen children's feedback through audits	Jan 25	On track
SL18	Seek families' views through interventions	Jan 25	On track

Care Leavers: Quality of Practice		Impact: Grey	
Ref	Action	Due by	RAG
CLA1	Practice standards	June 24	Amber E
CLA2	Mandatory training plan	June 25	On track
CLA3	Management structure	April 24	Amber E
CLA4	New pathway plan format	May 24	Amber E
CLA5	Restorative practice training	Nov 24	Delayed

CLA6	Arrangements for young adults where there are safeguarding concerns	Sept 24	Amber E
CLA7	Recruit Care Leaver Ambassadors	Oct 24	Amber E

Care Leavers: Planning for Adulthood		Impact: Grey	
Ref	Action	Due by	RAG
CLB1	Planning for adulthood on care entry	Oct 24	Delayed
CLB2	Review Ignition Panel	Sept 24	Amber E
CLB3	Preparing for adulthood in practice standards	June 24	Amber E
CLB4	Care leaver hubs	July 24	Amber E
CLB5	Transition policy	Dec 24	On track
CLB6	Health histories development	Oct 24	On track
CLB7	PA training on health histories	June 24	Amber E
CLB8	Local offer app	Aug 24	Amber E
CLB9	Review the local offer	Dec 24	On track
CLB10	PA training on the local offer	July 24	Amber E
CLB11	Participation opportunities at hubs	July 24	Amber E
CLB12	Free bus pass for care leavers	Oct 24	On track

Care Leavers: EET		Impact: Grey	
Ref	Action	Due by	RAG
CLC1	EET plans for young people	Sept 24	Amber E
CLC2	Offer of EET opportunities	Mar 25	On track
CLC3	Work with local businesses and organisations	Mar 25	On track
CLC4	Support on employment preparation	Oct 24	Amber E

Care Leavers: Accommodation		Impact: Grey	
Ref	Action	Due by	RAG
CLD1	Emergency accommodation protocol	Aug 24	Amber E
CLD2	Review all young people who are/ at risk of being homeless or in emergency accommodation	June 24	Amber E
CLD3	Temporary and emergency accommodation meeting	June 24	Amber E
CLD4	PA training on housing support	July 24	Amber E
CLD5	Project group for accommodation	July 24	Amber E
CLD6	Review temporary and emergency options	Sept 24	Amber E
CLD7	Proposals to address accommodation shortages	July 24	Amber E
CLD8	Flexibilities in current contracts for 16-18 year olds' accommodation	Oct 24	On track
CLD9	18-25 accommodation offer	Mar 26	On track

Care Leavers: aged over 21		Impact: Grey	
Ref	Action	Due by	RAG
CLE1	Contact all 209 care leavers over 21	Mar 24	Amber E
CLE2	21+ offer protocol	July 24	Amber E
CLE3	Review care leavers 21+ with a disability	June 24	Amber E
CLE4	Tracker for care leavers 21+	May 24	Amber E
CLE5	Quality assurance of care leavers 21+	Aug 24	Amber E

CLE6	Review the impact of 21+ offer with young adults	Jan 25	On track
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Quality of Plans		Impact: Grey	
Ref	Action	Due by	RAG
P1	Restorative practice model	Aug 24	Delayed
P2	Masterclasses	Apr 25	On track
P3	Management session on planning	Sept 24	Amber E
P4	Reflective case discussions for CP	July 24	Amber E
P5	Permanence strategy	Jan 25	On track
P6	Practice standards on care planning	Aug 24	Amber E
P7	Review permanence decision panels	Oct 24	On track
P8	Training on partnership challenge	Dec 24	Amber E
P9	Revise CP plan with families	Nov 24	On track
P10	Revise care plan with families	Dec 24	On track

Quality and Frequency of Visits		Impact: Grey	
Ref	Action	Due by	RAG
V1	Performance framework	Sept 24	Amber E
V2	Masterclasses on visiting	Sept 24	Amber E
V3	Visiting template	July 24	Amber E
V4	e-learning on visiting	Aug 24	Amber E
V5	Training on recording	Oct 24	On track
V6	Make children's views clear within records	Mar 25	On track
V7	Review visiting in supervision	Jan 25	On track

Management Oversight and Supervision		Impact: Grey	
Ref	Action	Due by	RAG
MO1	Leadership development programme	June 25	On track
MO2	CSC management programme	Apr 25	On track
MO3	Supervision policy and guidance	Sept 24	Amber E
MO4	Supervision training	Mar 25	On track
MO5	Permanence tracker	Oct 24	On track
MO6	Review plans for cared for children who are not in foster care or planning to return home	July 24	Amber E
MO7	Include children's views in the supervision form	Oct 24	On track

Effectiveness of IROs		Impact: Grey	
Ref	Action	Due by	RAG
IR1	IRO performance management framework	Sept 24	Amber E
IR2	IROs on management programme	April 24	Amber E
IR3	IRO practice standards	Sept 24	Amber E
IR4	Quarterly IRO development days	June 24	Amber E
IR5	IRO quality assurance alert guidance	Aug 24	Amber E
IR6	Challenge permanence performance	July 24	Amber E
IR7	Consult with children on the impact of the cared for IRO service	July 24	Amber E

Sufficiency of Placements		Impact: Grey	
Ref	Action	Due by	RAG
S1	Family network culture	Sept 24	Delayed
S2	Join Foster4	May 24	Amber E
S3	Build Foster4 offer and front door	Oct 24	Amber E
S4	Opportunities for fostering marketing	Oct 24	On track
S5	Specialist foster carers to support step down from residential	Dec 24	On track
S6	Third Mockingbird constellation	Sept 24	Amber E
S7	Three council residential homes	Dec 24	Delayed
S8	Deep dive on reunification	Dec 24	On track
S9	Joint commissioning high needs placements	Dec 24	On track
S10	Young people influence recruitment of foster carers	Sept 24	Amber E
S11	Homes for cared for children workstream	Dec 24	On track

Chapter 2

The Front Door		Impact: Grey	
Ref	Action	Due by	RAG
FD1	Contact guidance	July 24	Amber E
FD2	Review LA MASH arrangements	Aug 24	Amber E
FD3	Multi-agency workshop reviewing front door arrangements	Sept 24	Delayed
FD4	Chapter 3 Working Together	Dec 24	On track

Strategy Meetings		Impact: Grey	
Ref	Action	Due by	RAG
SM1	Workshop on strategy meetings	Aug 24	Amber E
SM2	Minute-taking training	Aug 24	Amber E
SM3	Management analysis box	June 24	Amber E

Life-story work and later-life letters		Impact: Grey	
Ref	Action	Due by	RAG
LS1	Commission training	Aug 24	Amber E
LS2	Life-story work in practice standards	Aug 24	Amber E
LS3	Monitoring for life-story work	Aug 24	Amber E

Health of Cared for Children		Impact: Grey	
Ref	Action	Due by	RAG
H1	Prioritisation for vulnerable children for CYPMHS support	Mar 25	On track
H2	Waiting well initiatives	Mar 25	On track
H3	Review emotional support for UASC	Mar 25	On track
H4	Joint health and CSC reviews of health assessments timeliness	May 24	Amber E
H5	LA single point of contact	May 24	Amber E
H6	Quarterly reporting to NHS England	May 24	Amber E
H7	Health and wellbeing workstream	Dec 24	On track

Education for Cared for Children		Impact: Grey	
Ref	Action	Due by	RAG
ED1	Education advisor attendance meetings	Apr 24	Amber E
ED2	Attendance forum	Apr 24	Amber E
ED3	Multi-disciplinary attendance meetings	Apr 24	Amber E
ED4	PEP training	Dec 24	On track
ED5	Review PEP form	Sept 24	Amber E
ED6	Benchmark cared for attainment against their peers	Sept 24	Delayed
ED7	Audit young adults who are NEET at 20	Aug 24	Delayed
ED8	Use RONI to identify at risk of NEET	Nov 24	On track

Workforce		Impact: Grey	
Ref	Action	Due by	RAG
W1	Financial support for the plan	July 24	Amber E
W2	Capacity for the care leaver service	July 24	Amber E
W3	Review IRO capacity	July 24	Amber E
W4	Recruitment and retention group	Sept 24	Amber E
W5	Recruitment and retention strategy	Dec 24	On track
W6	Recruitment campaign	Jan 25	On track
W7	Reporting on caseloads	Aug 24	Amber E
W8	Masters apprenticeship scheme	Mar 25	On track
W9	Seek practitioner views	Mar 25	On track
W10	Communicate improvement progress	Mar 25	On track
W11	Seek children's views through audit	Monthly	Amber E



Children's Services Improvement Plan

April 2024 – March 2025

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Introduction

This is our action plan to address the findings from the Ofsted inspection of children's services in Cheshire East which took place in February and March 2024. The findings from the inspection are available in a report on the [Ofsted website](#). The inspection gave Cheshire East's children's services an overall grading of inadequate and found that although some improvements had been made since our last inspection in 2019, the quality of practice and the experience and progress of children and young people was too variable, and for care leavers this was inadequate. We need to make significant improvements and this plan sets out how we will do this.

We are committed to improving outcomes for children and young people. We will use the inspection findings to continue to improve the support we offer. This plan responds to all the areas identified in the inspection report. Immediate action was taken to improve services, starting during the inspection, and this is reflected in the plan alongside longer-term actions and ambitions.

Through the delivery of our plan and our programme of improvement, we will continue to embed a culture of high support and high challenge and be a **child-focused** organisation that works **together with** people, through effective relationships that support positive change. We know our workforce is our most important asset and we will continue to support and regularly communicate with frontline practitioners and managers so everyone understands their role in improvement and we co-produce, deliver, evaluate and celebrate changes together.



Context

This inspection, and previous inspections, have shown that Cheshire East's children's services have not provided consistently good quality support to our children and young people. We were judged inadequate in 2013 and 2024. In developing this plan, we have critically considered what barriers have prevented us from achieving good quality services to date. We have recognised that in the past we have moved from fixing problem to problem, which has led to a 'stop/start' approach. We now need to embed a systemic approach to improvement; changing our culture, developing the right systems and processes to ensure we routinely evaluate impact, and holding our shape around the changes we expect to see – holding the right people accountable consistently at every level.

We will be reviewing and changing our services in line with the [children's social care national framework](#) to ensure that we deliver consistently good quality practice that achieves strong outcomes for children and young people.

Cheshire East Council, like councils across the country, has been experiencing unprecedented financial pressures. In February 2024, the council approved a balanced budget for 2024/25, which included spending money from reserves to cover the impact of additional financial pressures. The level of reserves is now insufficient to adequately protect the council against future risks. Forecasts indicate there is four-year funding gap of £100m to balance the budget and hold an appropriate level of reserves.

Alongside the improvement programme in children's services, Cheshire East Council has embarked on a significant transformation programme. The council-wide transformation plan will aim to address the funding gap and will be submitted to the Department for Levelling Up, Housing and Communities (DLUHC) as part of the criteria for exceptional financial support from the government.

We calculate that £1.986m of additional investment will be required to support children's services to deliver our improvement plan at pace. A costed proposal for additional capacity and expertise to support

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improvement was received and agreed by the Children and Families Committee and Full Council in July 2024.

Challenges for children's services are challenges for the whole council, and there is whole-council commitment and support for delivering this plan. This improvement plan is part of the council's transformation and has been informed by the findings from the LGA corporate peer review in March 2024.

The council's transformation plan will also support us to achieve our improvement plan. Cheshire East Council's transformation will include changes to the organisation's culture - embedding high standards, and effective challenge and performance management where these are not met, focusing on outcomes, not process. These messages will be echoed through our children's leadership and management programme.

The council's transformational plan will also support improved working between council services and improve the support to services from enablers.

This plan also feeds into our wider strategy for developing the council's children's services, the Together Strategy, which has the following building blocks:

- **Together supporting and enabling our workforce:** we have the right people, with the right skills and support to improve the outcomes of our children and young people
- **Together connecting as one team:** we work as one team across children's and adult services with shared skills, processes and communication to focus on the needs and experiences of children, young people and their families
- **Together improving and innovating our services:** our children, young people and their families have consistently good/ outstanding experiences of our services
- **Together collaborating with our families, colleagues and partners:** we adopt an 'experts by experience' approach that ensures that those receiving or delivering our services help to shape them.

Coproduction

In Cheshire East, we aim to work [TOGETHER](#) and adopt an 'experts by experience' approach that ensures that those receiving or delivering services help to shape them.

We will engage children and young people throughout our improvement journey in developing and delivering improvements. Children and young people's views will influence our delivery on a child, service, and strategic level. We are developing a new Corporate Parenting Board that will include care experienced young people as key members. Young people will be involved in shaping and evaluating services through the Corporate Parenting Board, our young people's participation groups, through our audits, young people's surveys, and the local offer app.

We will also continue to engage with practitioners and managers within our frontline teams to ensure we are all delivering improvements together, and we will ensure their feedback, and feedback from our partners, informs our evaluation of impact.

Support and Challenge

We are committed to delivering this plan and achieving consistently good and better services that achieve strong outcomes for children and young people. We know that we cannot deliver this plan alone, and that we need to work together with our children, young people and families, with our teams, across the partnership and throughout the council.

Throughout the development of the plan, we have engaged with frontline practitioners and managers on the inspection findings and what support they need moving forwards, and we will continue to engage with our workforce throughout the delivery of the plan to ensure we are all on this journey together.

This plan has been developed together with and provided with scrutiny and challenge by:

- service managers and service leads, including partners
- the children’s social care leadership team
- the children’s services leadership team
- the council’s leadership team
- the Safeguarding Children’s Partnership
- the Improvement and Impact Board
- elected members on the Children and Families Committee and Cared for Children and Care Leavers Committee.

The final plan was endorsed by full Council.

We will continue to invest in our workforce through training, development, and management and leadership support and challenge. Training has been tailored to the areas for improvement raised during the inspection and will continue to be responsive to development needs throughout the year as identified in quality assurance and monitoring activity. This includes a bespoke leadership programme for all leaders within children’s services to embed a culture of high support and high challenge, and embedding restorative practice as our practice model so we build strong relationships that support effective change. The impact of training and support on practice will continue to be evaluated through the delivery of this plan so we can adapt and respond to areas for improvement.

We will also seek to ‘infect our system’ with good practice by collecting and sharing examples of good practice with teams.

We also recognise the enormous value from learning from other areas. We are currently working with Stockport through the sector led improvement programme (SLIP) to embed our practice model, restorative practice. We have tailored this support to help to address the inspection findings. We have reviewed successful improvement plans in other areas and sought advice from other authorities and external bodies with specialist expertise, including the LGA and DfE, to support the development of this plan and will continue to use these sources throughout out improvement journey. We will

continue to learn from innovative and best practice in other areas to improve our offer for children and young people in Cheshire East.

Monitoring Impact

The first chapter of the plan is structured under the seven areas for improvement highlighted in the 2024 Ofsted inspection report. It starts with senior manager oversight, to ensure this drives continuous improvement, followed by care leavers, as this is the area requiring the greatest improvement. The second chapter considers the additional areas for development from the inspection report. The third chapter covers additional actions identified through internal assurance activities.

The plan sets out the actions we will take to improve services. What is most important is that what we do makes a difference, so each month we will report on impact against the inspection findings. Progress against actions and impact against the inspection findings will be rated using the following:

Colour	Action Definition	Impact Definition
Grey	Action not started yet, no risk to implementation anticipated	Too early to measure impact
Red	Action not on track	No impact or very limited impact/ improving outcomes for a few children and young people
Amber	Action not yet completed, but on track to be completed within timescales	Some positive impact but this is variable and does not consistently improve outcomes for children and young people
Amber E	Action completed but we need to embed and evidence impact	
Green	Action completed and embedded with evidence of impact	Positive and consistent impact which delivers improved outcomes for children and young people

Each section of the plan has a dedicated senior leader who is responsible for achieving and reporting on impact. The sources we will use to assess our impact for each area of the plan are outlined in each section. These include:

- Seeking and listening to children and young people's experiences
- Single agency and multi-agency audits
- Performance indicators
- Listening to practitioners and managers, including within partner agencies
- Recruitment and retention information.

Our impact on work with children and young people will also be evaluated through Ofsted and DfE monitoring visits.

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.

Governance and Accountability

Progress against the plan will be driven by senior leaders and will be assessed and monitored through usual management arrangements including senior management meetings and supervision.

An independently chaired Improvement and Impact Board will formally scrutinise progress and impact monthly. Key members of the Safeguarding Children's Partnership and the council's senior leadership team are members of the Improvement and Impact Board.

The Corporate Parenting Board will drive developments for cared for children and care leavers, and so will contribute to delivering improvements in relation to the inspection findings.

The Safeguarding Children's Partnership will receive six monthly updates on progress enabling all members to scrutinise and challenge progress.

The Children and Families Committee will scrutinise impact against the plan at every committee meeting.

The Cared for Children and Care Leavers Committee will scrutinise progress pertinent to care experienced young people and will receive reports on the work of the Corporate Parenting Board and its impact on improving outcomes for these young people.

The Children's Services Strategic Quartet, chaired by the council's chief executive, will scrutinise progress against the plan at every meeting.

Progress will also be reported into the corporate assurance panel, an external panel monitoring the council's transformation.

Key stakeholders, including our workforce, will be kept informed of progress through quarterly communications. Feedback from our workforce will continue to be sought through existing forums/ mechanisms such as team meetings, senior leaders walking the floor, councillor frontline visits, and #talktogether staff sessions.

Glossary

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.

Care leavers can also be referred to as care experienced young people or young adults, as they have had experience of being in care. This term tends to be preferred by young people/ young adults. Both terms are used interchangeably within this plan.

Abbreviation	Expansion
CINCP	Child in Need and Child Protection
CYPMHS	Children and young people's mental health services
DfE	Department for Education

DLUHC	Department for Levelling Up, Housing and Communities
EET	Education, employment or training
ICB	Integrated Care Board
IRO	Independent Reviewing Officer
LGA	Local Government Association
MASH	Multi-agency safeguarding hub
NEET	Not in education, employment or training
NHS	National Health Service
PAs	Personal Advisors
PEPs	Personal education plans
RONI	Risk of NEET indicators
SLIP	Sector led improvement programme
SMART	Specific, measurable, achievable, relevant, time-based
UASC	Unaccompanied asylum-seeking children

Children's Services Improvement Plan on a Page

Our improvement plan sets out how we will address the findings from the [Ofsted inspection of local authority children's services \(ILACS\)](#) in February and March 2024. It covers the 7 areas inspectors highlighted:

Senior leaders' oversight	Care leavers	Quality of plans	Quality and frequency of visits	Management oversight and supervision	Effectiveness of IROs	Sufficiency of placements
What the inspection found: We need to improve how we monitor if children are getting the right support, as some children were not getting support that was good enough	What the inspection found: We need to improve the quality and consistency of support to care leavers, including those who are homeless and those who are over 21	What the inspection found: We need to improve the quality of plans for children so they are child-focused and drive timely change	What the inspection found: We need to improve the quality and frequency of visits to children to ensure they are purposeful and in line with children's assessed needs.	What the inspection found: We need to improve the quality of management oversight and supervision to ensure this supports consistently good practice	What the inspection found: We need to improve the effectiveness of child protection chairs and IROs to escalate, challenge, and scrutinize plans for children	What the inspection found: We don't have sufficient placements to meet children and young people's needs
What we will do: Review reporting and governance arrangements Senior leaders will regularly speak to children and young people and involve them in shaping services Monitor progress against the improvement plan monthly through an independently chaired Improvement Board Embed 'Being Brilliant at the Basics' Revise the quality assurance framework Step up a new Corporate Parenting Board to ensure there is a whole council and partnership approach to improving outcomes for care experienced young people Commission corporate parenting training for senior leaders and elected members Develop care leaver champions across the council Review councillor visits to frontline services	What we will do: Develop practice standards Roll out a mandatory training plan specific to the care leavers service Change the management structure Revise the format of the pathway plan with young people Formalise arrangements around young adults where there are safeguarding concerns Develop care leavers hubs in Crewe and Macclesfield Launch an app for the local offer Develop EET plans for all young adults who are NEET and able to work Increase apprenticeships and other route to work opportunities Refresh the protocol for care leavers in emergency accommodation Mobilise additional accommodation options for 16-18 year olds Implement a wider 18-25 accommodation offer Review the 21+ offer and approach	What we will do: Embed restorative practice Continue to run masterclasses on plans Hold a management and leadership session on plans Establish reflective case discussion meetings to progress outcomes for children on longer child protection and repeat plans Develop a permanence strategy Refresh the practice standards on care planning Review permanence decision panels Explore what partnership training is needed to support effective challenge Develop a new child protection plan in partnership with children, young people and families Review the cared for plan in partnership with children, young people and families	What we will do: Strengthen the performance framework to ensure there is robust performance management of visits to children Deliver masterclasses on purposeful visits Reissue the visiting template to support consistent recording Develop and roll-out e-learning on visiting Team managers to review visiting schedules in supervision, and IROs and CP chairs to have oversight of frequency visits to children	What we will do: Commission a bespoke leadership development programme for all leaders in children's services Deliver an in-house leadership and management programme for children's social care tailored to our areas for improvement Update the supervision policy and develop practice guidance on reflective supervision All managers to complete supervision training Embed the permanence tracker Review the care plans for all cared for children who are not currently in foster care or planning to return home	What we will do: Review the performance management framework for IROs Include IROs in the in-house and commissioned leadership and management programmes Review and refresh the IRO practice standards Hold an IRO service development day every 3 months Revise the guidance on IRO quality assurance alerts to support outcome-focused practice Explore and challenge performance around permanence in performance clinics	What we will do: Embed a culture of considering support from the family network at the earliest opportunity Join Foster4 Work in partnership with the other Foster4 LAs to build our offer – ensuring there is an effective front door to support those who make an enquiry about becoming a foster carer Explore opportunities within the council to increase fostering marketing and raise awareness of fostering Develop specialist foster carers to support children to step down from residential care Develop our third Mockingbird constellation Open three council residential children's homes Carry out a deep dive on reunification and step down for children from care Investigate the potential for joint commissioning of high needs placements

Children's Services Improvement Plan Timeline

Our improvement plan set out how we will address the findings from the [Ofsted inspection of local authority children's services \(ILACS\)](#) in February and March 2024. This is the timeline for what we will achieve by delivering our plan.

What we achieved by the end of June 2024

1. All 209 21+ care leavers contacted and offered support. Tracker in place to monitor engagement with 21+ care leavers
2. New management structure in the care leavers service
3. Developed and started delivering a bespoke training programme for the care leavers service
4. New practice standards for the cared for and care leavers service.
5. Coproduced new pathway plan
6. Foster4 – we joined and launched new service
7. Opened a new residential home – Flude House
8. Revised quality assurance framework
9. New Improvement and Impact Board to drive and evaluate progress against the improvement plan
10. New Children's Services Strategic Quartet to provide improved leadership and accountability for children's services
11. Director level project group for accommodation for cared for young people and care leavers

What we achieved by the end of September 2024

12. Care leaver hubs (safe spaces) in Crewe and Macclesfield
 13. Local offer app launched
 14. Proposals in place to address 16-18 and 18-25 accommodation shortages
 15. Revised protocol for care leavers in emergency accommodation
 16. All young adults who are NEET and able to work will have an EET plan
 17. Reflective case discussions established for longer child protection and repeat plans
 18. Third Mockingbird constellation
 19. Senior leaders and first tranche of managers trained in our bespoke management and leadership programme
 20. Revised supervision policy
 21. Vital signs performance report in place to support evaluation of the improvement plan
 22. Strengthened performance framework
- Not yet achieved:**
23. Additional capacity in place to deliver the improvement plan

What you will see by the end of December 2024

24. Two more residential homes opened
25. First meeting of the multi-agency corporate parenting strategic board, chaired by the council's chief executive
26. LGA corporate parenting training rolled out for senior leaders and elected members
27. Care leaver champions across the council
28. Cared for children and care leavers strategy 2022-26 and action plan refreshed and relaunched
29. New programme for councillor frontline visits and expansion to cared for and care leaver services
30. Revised transition policy
31. Local offer reviewed together with young people and partners
32. Additional accommodation options in place for young people aged 16-18 using flexibilities/ modifications in current contracts
33. Specialist foster carers in place
34. Deep dive completed on reunification
35. Refreshed recruitment and retention strategy

What you will see by the end of March 2025

36. New permanence strategy
37. All managers completed supervision training
38. Increased apprenticeship opportunities and other route to employment opportunities in place for care leavers
39. Approaches in place to ensure the most vulnerable children and young people are prioritised for mental health support
40. 'Waiting well' initiatives developed with key health providers and third sector provision
41. Reviewed emotional support offer for unaccompanied asylum seeking children and young people
42. Refreshed recruitment campaign to attract high quality practitioners and managers to Cheshire East

Improvement Plan

All ratings are accurate as at 9 October 2024.

Chapter 1

1. Senior Leaders' Oversight

What needs to improve				
Senior leaders' oversight of performance to ensure that there is a coherent approach to continuous improvement.				
Section Lead	Director of Family Help and Children's Social Care			
What inspectors found	<ul style="list-style-type: none">• Senior leaders had not recognised, until this inspection, the extent of improvement required in services for care leavers. 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. As a result, too many vulnerable care leavers are not getting the right level of help, support or protection.• Despite improvements, the quality of practice is still too variable. Improved timeliness has not been achieved for all children. Implementation of improvement plans needs to accelerate across teams but in particular within the care leavers service.• Leaders have recognised in their self-evaluation that more needs to be done to ensure that quality assurance activity is identifying all areas of poor practice and that it is consistently having an impact on outcomes for children.• Not all young people are informed of, or understand, the pledges contained within the cared for children and care leavers' strategy.			
Ref	Action	Action Owner	Due by	Action Rating
SL1	Ensure there is effective line of sight from frontline practice through to the Executive Director of Children's Services through a review of reporting and governance arrangements, including a review of the performance framework.	Executive Director of Children's Services	September 2024 Review effectiveness each quarter	Complete but need to evidence impact

SL2	Develop a forward plan of participation activities where senior leaders will hear the experiences of children and young people directly, work with them in shaping services, and give feedback on improvement progress.	Participation Lead	September 2024	Delayed
SL3	Refresh the terms of reference for the Improvement and Impact Board, and expand the board to incorporate partners, to ensure there are robust arrangements in place to drive and scrutinise impact for children and young people in response to the inspection findings.	Executive Director of Children's Services	July 2024	Complete but need to evidence impact
SL4	Establish a Children's Services Strategic Quartet to provide improved leadership and accountability for children's services in line with best practice in the LGA guide for Chief Executives , and for council leaders , and DfE statutory guidance on the roles and responsibilities of the Director of Children's Services and the Lead Member for Children's Services .	Executive Director of Children's Services	July 2024	Complete but need to evidence impact
SL5	Step-up a multi-agency corporate parenting board to drive and scrutinise progress for cared for children and care experienced children and young people and ensure there is a whole council and partnership approach to supporting our young people.	Executive Director of Children's Services	November 2024	Complete but need to evidence impact
SL6	Commission LGA corporate parenting training for senior leaders across the partnership and all elected members.	Executive Director of Children's Services	November 2024	On track
SL7	Develop care leaver champions across the council to increase awareness and support for care experienced young people and young adults.	Director of Family Help and Children's Social Care	December 2024	On track
SL8	Refresh the cared for children and care leavers strategy 2022-26 and action plan together with our care leaver ambassadors.	Head of Service Cared for Children and Care Leavers	November 2024	Delayed
SL9	Revise the quality assurance framework to include thematic audits in line with the improvement plan and to strengthen the impact of audits on practice.	Head of Service Children's Safeguarding and Quality Assurance	May 2024	Complete but need to evidence impact
SL10	Establish service manager thematic audits to understand our support to specific cohorts/ within specific areas and drive improvements.	Service Managers CINCP	August 2024	Complete but need to evidence impact

SL11	Develop mechanisms to ensure audit findings and feedback from children and young people are routinely shared with teams to strengthen the impact of audits on practice.	Head of Service Children's Safeguarding and Quality Assurance	September 2024	Complete but need to evidence impact
SL12	Develop a vital signs performance report in line with the improvement plan areas to support effective evaluation of improvement activity and drive improvements.	Business Intelligence Manager	September 2024	Complete but need to evidence impact
SL13	Review the programme for councillor visits to frontline services, expanding these to cared for and care leaver services, to ensure there is member oversight of quality of practice and outcomes for children and young people.	Head of Service Children's Safeguarding and Quality Assurance	November 2024	On track
SL14	Review the children's social care national framework and its implications for practice and processes, to embed consistently good practice that achieves strong outcomes for children and young people.	Director of Family Help and Children's Social Care	November 2024	On track
SL15	Embed 'Being Brilliant at the Basics' through our culture, leadership, and developing and sharing key communications on practice. Continually evaluate impact and reinforce messages through monthly performance meetings and quality assurance activity.	Head of Service Children's Safeguarding and Quality Assurance Principal Social Worker	Key communications in place by September 2024	Complete but need to evidence impact
SL16	Collate and share examples of good practice to embed understanding of good practice across teams and to celebrate good work.	Principal Social Worker	Start sharing practice by August 2024 and continue throughout the year	Complete but need to evidence impact
SL17	Strengthen how we capture children and young people's feedback through audits by embedding this within the role of the audit and quality assurance officer.	Head of Service Children's Safeguarding and Quality Assurance	January 2025	On track
SL18	Introduce contact to families, to capture the impact of services/interventions on outcomes for children and young people, to inform service improvement.	Participation Lead	January 2025	On track

How we'll assess if we've addressed this area	<p>The pace and impact of changes will be evaluated through:</p> <ul style="list-style-type: none"> • monthly reports against the improvement plan • monthly performance indicators in the vital signs performance report • monthly practice review audits which assess the quality of practice across services • monthly thematic audits to understand our support to specific cohorts/ within specific areas • feedback from children and young people from our participation groups and through audits. • Ofsted monitoring visits will demonstrate whether our understanding of improvements are accurate. 	What we will see when we've addressed this area	<ul style="list-style-type: none"> • Improvements result in consistently good quality practice - over 80% of audits will be good or better quality. • Senior leaders have an accurate understanding of children's outcomes and areas for development. • Senior leaders have an accurate understanding of the practice and development needs of staff on both an individual and workforce level. • Quality assurance activity drives improvements to the quality of practice, resulting in improved outcomes for children. • 90% young people tell us they understand the pledges contained within the cared for children and care leavers' strategy. • The council will have at least 20 care leaver champions across all the directorates.
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>			Impact Rating
Key improvement activities delivered this month <p>There is effective line of sight to frontline practice through the monthly Director's Performance and Quality Clinic, where heads of service are held accountable for their service's performance and outcomes for children and young people. These are underpinned by weekly performance clinics are held between service managers and team managers which agree the focus for each week. Power BI reports are in place for all key performance areas providing all managers with performance information at any time. Monthly Improvement and Performance meetings for all children's services will take place from October, chaired by the Executive Director of Children's Services.</p> <p>The vital signs performance report has been revised for the current board including targets and RAG rating to show impact against our key measures.</p> <p>We have increased capacity to drive improvements through the appointment of a Director for Improvement, who has specialist expertise and a proven track record of delivering improved children's services.</p> <p>We have strengthened line of sight to frontline practice through the introduction of internal moderation. This demonstrated that auditors are over optimistic in their judgements. Learning from this will be shared with auditors, and new processes will be put in place to ensure there is routine internal moderation. A workshop to improve auditing and internal moderation is planned for November.</p>			Grey

Service managers are completing dip samples within their service areas to evaluate impact against the improvement plan. The findings from these are shared with the audit and quality assurance team to ensure that cross service themes are identified and there is oversight of the quality of practice across all service areas.

Mechanisms for routinely sharing audit findings and feedback from children and young people with teams have been agreed. The learning from these will be shared at the celebrating practice workshops for children's social care staff in October and November. A monthly newsletter will also be introduced in October to share the learning from audit and what areas of practice we need to focus on to improve our support to children and young people. The expectation is that this newsletter is discussed with teams in service meetings. Audit and feedback from complaints and compliments will be a theme at each celebrating practice workshop which will take place quarterly, starting in October.

A communications strategy on 'being brilliant at the basics' has been developed and communications were shared with practitioners and managers in September. The September Director's Performance and Quality Clinic also had a focus on the basics of assessments, plans, supervision and visits. These will be reinforced through the in person celebrating practice workshops for managers and practitioners in October and November.

An example of good practice will be shared at the celebrating practice workshops, presented by a practitioner. The local resources section of our policies and procedures website is being developed and will be launched at the workshops. This will include practice guidance and examples of good practice.

Work on a forward plan of participation activities took place, however with the appointment of a new DCS and Improvement Director, we are going to review whether this is the best way to involve children and young people in our improvement work.

Three care leaver ambassadors have been appointed to support corporate parenting work and ensure that the views of care experienced children and young people shape service development. The first partnership Corporate Parenting Board took place on 2 October, chaired by the council's chief executive. This was attended by two of the care leaver ambassadors who presented the results of the care leavers survey, and recommendations on actions to be taken from focus groups of care leavers. The board also included a workshop on what arrangements are needed to develop and drive corporate parenting in Cheshire East. New governance arrangements will be established based on the workshop. These will support the refresh of the cared for and care leavers strategy, and the corporate parenting strategic board will oversee its delivery.

The refresh of the cared for and care leavers strategy is likely to not be achieved within timescale to enable effective coproduction with our care leaver ambassadors.

LGA corporate parenting training took place on 30 September for all members of the Corporate Parenting Board and elected members on the children's committees.

What impact we are achieving for children and young people

What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.

Internal moderation of audits has demonstrated that auditors have been overoptimistic in their judgements on the quality of practice; 8 of the 12 judgements were downgraded, 4 remained the same.

<p>Following moderation, 1 case was judged good, 5 requires improvement, and 6 inadequate. The audits reflect our areas for improvement from the inspection – particularly in the quality of plans and management oversight and supervision, including impact of challenge from IROs.</p> <p>Positive feedback has been received from practitioners on the ‘being brilliant at the basics’ communication. One practitioner said “Have just been going through this and think it’s really good. It actually succinctly sums up what we are trying to do. I am going to use it as a guideline when I write my stat visits up.”</p>	
<p>What our performance indicators show</p>	
<p>The vital signs performance report has been revised for the current board including targets and RAG rating to show impact against our key measures.</p>	

2. Care Leavers

What needs to improve

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.

A. Quality of practice

Section Lead	Head of Service for Cared for Children and Care Leavers
What inspectors found	<p>The quality of practice for care leavers is inadequate.</p> <p>Relationships and transition to the care leavers' service</p> <ul style="list-style-type: none"> • 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. For some, their voice is not evident and plans lack detail which means their individual needs are not always sufficiently understood. This means that there are some young people who leave care with too much uncertainty about how they will be supported. • 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. • Case records do not reflect the work undertaken with young people. <p>Pathway plans</p> <ul style="list-style-type: none"> • Pathway plans do not consistently cover all the important elements of young people's lives. Wishes and feelings are not always clearly expressed. They 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. <p>Recognising and responding to risk</p> <ul style="list-style-type: none"> • Risk of harm is not always recognised or responded to effectively.

<ul style="list-style-type: none"> For some 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. <p>Management oversight</p> <ul style="list-style-type: none"> PAs receive supervision, however the quality of supervision was variable. Most supervision is brief and task focused. Significant gaps in supervision exist on some young people's care files meaning there is a lack of consistent management grip on driving young people's plans forward and ensuring they are safe. 				
Ref	Action	Action Owner	Due by	Action Rating
CLA1	Develop and launch practice standards for the cared for and care leavers service to support consistently good practice. This will include clear standards on recording, visiting, transitions, and responsibilities when cases are jointly held.	Service Manager Care Leavers	June 2024	Complete but need to evidence impact
CLA2	Develop and roll out a mandatory training plan that is specific for the care leavers service to support practitioners to deliver consistently good practice. This will include planning, professional curiosity, adult/ transitional safeguarding and culture/diversity.	Principal Social Worker Service Manager Care Leavers	Launch in June 2024 and deliver over the year	On track
CLA3	Change the management structure of the care leavers service, removing the role of senior PAs, ensuring that all PAs receive direct oversight and supervision from a team manager (who are qualified social workers) to support good quality supervision and drive improved outcomes for care leavers.	Service Manager Care Leavers	April 2024	Complete but need to evidence impact
CLA4	Revise the format of the pathway plan with young people to ensure it supports good practice. The new plan will include sections for multi-agency professionals' views, and contingency plans.	Service Manager Cared for Children	May 2024	Complete but need to evidence impact
CLA5	Deliver restorative practice training to the whole care leavers service together to support a change in culture and consistency in practice.	Head of Service for Cared for Children and Care Leavers together with Stockport SLIP support	November 2024	Delayed

CLA6	Formalise arrangements around young adults where there are safeguarding concerns to ensure senior leaders have oversight of these young adults and that multi-agency team around the adult meetings are held to develop safety plans with them.	Head of Service for Cared for Children and Care Leavers	September 2024	Complete but need to evidence impact
CLA7	Recruit three Care Leaver Ambassadors to work together with us to improve services, and to represent the experiences of cared for children and care leavers to the Corporate Parenting Strategic Board and corporate parenting workstreams.	Participation Lead	October 2024	Complete but need to evidence impact

Please also see the section on management oversight and supervision

How we'll assess if we've addressed this area	<ul style="list-style-type: none"> Monthly practice review audits will tell us about the quality of practice and plans and will assess if PAs can tell young people's stories. Monthly thematic audits will conduct deep dives to understand our support to specific cohorts/ within specific areas, for example UASC young people. Some of the thematic audits will involve phone calls to young people to understand their experience of services, the impact of their plan, and their relationships with their PAs. The percentage of young people with PAs and pathway plans at 16. 	What we will see when we've addressed this area	<ul style="list-style-type: none"> Practice to support care leavers will be of consistently good quality and will support young people to achieve good outcomes. Over 80% audits will be good or better quality. Management oversight is good quality and drives improved outcomes. Over 80% of management oversight in audits will be good or better quality. 100% of young people will get to know their PAs from age 16. 90% young people will tell us they have good relationships with their PAs and know how they will be supported once they leave care. 100% PAs will be able to tell young people's stories. 100% case records will accurately reflect work with young people. Pathway plans will cover all the important elements of young people's lives, and will reflect their voices and their individual needs, including their cultural heritage. Plans will consistently include other professionals and will be ambitious for young people. Over 80% plans audited will be good or better quality. There is appropriate professional curiosity, which means risk of harm is recognised and responded to swiftly and effectively. When potential risk of harm is identified, it is managed or mitigated effectively. 100% audits will show appropriate professional curiosity and that risk of harm is responded to.
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Impact to date

Our assessment of where we are in relation to what the inspectors found

Impact Rating

Key improvement activities delivered this month	Grey
<p>The training plan for the care leaver service responded to the findings from the inspection and was tailored to the training needs identified by staff within the service. The impact of the training for the care leavers service is being reviewed to identify what further training is needed.</p> <p>We are requesting a review of the SLIP support, so will be reviewing the action about restorative training for the service in line with that.</p> <p>The pathway plan will be periodically reviewed and updated to ensure it is user friendly and accessible to young people.</p> <p>Three care leaver ambassadors have been appointed to support corporate parenting work and ensure that the views of care experienced children and young people shape service development. They will be presenting at the celebrating practice workshops about the importance of relationships and child-centred work.</p>	
What impact we are achieving for children and young people <i>What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.</i>	
<p>The latest audits demonstrate our practice to support care leavers is not yet good quality.</p> <p>Good feedback on practice has been received through IRO good practice alerts. 4 good practice alerts were received by the care leavers service in quarter 2. Two examples of these are included below (which are written to the young person):</p> <p>“A, I am making this good practice alert for your PA B. You have been in a really unsafe place and I have seen B advocate for your safety and stability in professional meetings to effect safeguarding for you. When we held your review I could see the positive relationship you have with B and she really cares and wants the best for you. B has gone above and beyond to try and get to a place of safety – amazing work B.”</p> <p>“C I am making this good practice for your PA D. We held your review yesterday and I could see the positive relationship you have with D, how she is straight with you and wants to keep you safe. D has also supported you to have much documents and paperwork in place even though you are in foster care and still 16 years old. D is starting to prepare you well for moving to semi/ full independence when the time is right for you. This was very good practice from D who I could see wants the best outcomes for you. Well done D.”</p> <p>Feedback has been received from the YMCA around support to care leavers to formally recognise that PAs are going above and beyond to support young people.</p>	
What our performance indicators show	
<p>As at 7 October, we had 120 16 and 17 eligible cared for young people across all services. 101 of these have a pathway plan in place (84%), which is the same as last month’s performance. Performance is being monitored through routine performance meetings.</p>	

B. Planning for Adulthood

Section Lead				
Head of Service Cared for Children and Care Leavers				
What inspectors found				
<ul style="list-style-type: none"> 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 such as those with complex mental health and emotional needs, proactive transition planning does not always take place. This means that these care leavers do not access the help and support that they need. Not all care leavers have access to their full health history. This means important information that could be used to provide ongoing support to them as they transition to adulthood is not available or used to inform care planning for them. 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. 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. 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. 				
Ref	Action	Action Owner	Due by	Action Rating
CLB1	Embed within our culture and approach that we start planning for adulthood as soon as a child or young person enters care.	Head of Service Cared for Children and Care Leavers Head of Service Inclusion	Review impact in October 2024	Delayed
CLB2	Review terms of reference and membership for Ignition Panel to ensure young people's post 18 plans are effectively tracked and reviewed from age 16 to ensure proactive transition plans are in place.	Head of Service Cared for Children and Care Leavers	September 2024	Complete but need to evidence impact
CLB3	The practice standards will specify which preparing for adulthood roles should be undertaken by social workers and which by PAs and will set clear expectations on what care leavers should receive/ have in place.	Service Manager Care Leavers	June 2024	Complete but need to evidence impact
CLB4	Develop care leavers hubs, with our care leavers, as a safe space for care leavers to access support and advice.	Service Manager Care Leavers Area Delivery Manager Targeted Youth Work	Interim hubs in Crewe and Macclesfield by July 2024	Complete but need to evidence impact

	Advice sessions will be offered from the hub to support preparation for adulthood, including housing, finances, drug and alcohol support, parenting support, careers advice, CV workshops, and interview preparation. Emotional health and wellbeing support will be available at the hub through Pure Insight and health support through the cared for nurse.	Head of Service for Education Participation and Pupil Support	Permanent hub from the Crewe Youth Zone by the end of 2025	On track
CLB5	Review the transition policy.	Service Manager Cared for Children Service Manager for Children with Disabilities	December 2024	On track
CLB6	Engage and consult with care experienced young people on how they want to understand their health histories and adapt the current process in line with their feedback.	Designated Nurse Safeguarding and Looked After Children	October 2024	On track
CLB7	Deliver training to PAs on arrangements to support young people to understand their health histories.	Designated Nurse Safeguarding and Looked After Children	June 2024	Complete but need to evidence impact
CLB8	Launch an app for the local offer. This will ensure all care leavers have immediate access to the local offer and their entitlements through their mobile. It will also support us to keep in touch with young people and gain their feedback and allow young people to develop peer support groups.	Service Manager Care Leavers	August 2024	Complete but need to evidence impact
CLB9	Review the local offer together with young people and partners.	Service Manager Care Leavers	December 2024	On track
CLB10	Deliver training on the local offer to all PAs.	Service Manager Care Leavers	July 2024	Complete but need to evidence impact
CLB11	Develop regular participation opportunities for care leavers through the care leaver hubs, to ensure their views shape services.	Participation Lead	July 2024	Complete but need to evidence impact
CLB12	Launch a free bus pass for care leavers aged up to 21.	Head of Service Cared for Children and Care Leavers	October 2024	On track

How we'll assess if we've addressed this area	<ul style="list-style-type: none"> • Monthly thematic audits will conduct deep dives to understand our support to specific cohorts/ within specific areas. One theme will be planning for adulthood. • The thematic audit will involve phone calls to young people to understand their experience of services, what they know about the local offer, and how their plan is preparing them for adulthood. • The percentage of young people who have access to their health histories. • PAs can describe the local offer and explain how care leavers can benefit from it. • Feedback from young people accessing the care leaver hubs. 	What we will see when we've addressed this area	<ul style="list-style-type: none"> • Proactive planning takes place for all care leavers ensuring they are prepared for adulthood. Over 80% audits will be good or better quality. • 90% young people tell us they feel well supported and have the information they need to be prepared for adulthood. 90% tell us they know about the local offer, the care leavers hub, and their entitlements. • 100% care leavers have access to their health histories. • 100% PAs can describe the local offer and explain how care leavers can benefit from it.
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>			Impact Rating
Key improvement activities delivered this month			Grey
<p>The care leaver app is available for care leavers and we are promoting this through the care leaver hubs.</p> <p>The free bus travel pass will be launched in October which will support care leavers to access the hubs and EET opportunities.</p> <p>The local offer will be reviewed with young people during November as part of November Children's Rights Month.</p> <p>Consultation with care leavers has commenced as to how they would like to understand their health histories. The consultation has been informed by good practice in other local authorities regarding care leaver health summaries.</p> <p>Participation opportunities are offered regularly to care leavers at the care leaver hubs.</p> <p>The terms of reference and membership for Ignition Panel have been reviewed. The purpose of the meeting is to ensure the post-18 plan for 16 and 17 year olds is being considered and progressed, to ensure the young person is being supported into independence. The panel has oversight of all the post-18 plans. Young people are encouraged to attend to hear their post-18 options and be involved in creating their plan. Young people are considered at the panel in the month of their 16th birthday and plans are reviewed 6 monthly.</p>			
What impact we are achieving for children and young people <i>What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.</i>			

There is increased senior leader oversight of outcomes for young adults through the post-18 resource and accommodation panel (RAP). This panel ensures there are meaningful plans in place for young adults and supports them to take up tenancies at the right time for them.

We know from the focus audits that planning for adulthood from an early point is not yet embedded and is still an area for development.

What our performance indicators show

In July and August 100% of cared for young people turning 18 in the quarter received a care leaver health summary.

As at 8 October, there were 13 17 year olds and 36 16 year olds without PAs. A new PA is starting in 2 weeks, which will ensure that all 17 year olds are allocated. A further PA has been recruited to start in November, which will support with allocating more 16 year olds. Recruitment is open for a further post, once this is in place we will be able to allocate all our young people.

C. Education, Employment and Training

Section Lead		Director of Education, Strong Start and Integration		
What inspectors found		<ul style="list-style-type: none"> Too many care leavers are not in education, employment or training (NEET). They are not being encouraged and well supported to improve their life chances in order to achieve their aspirations for a better future. 		
Ref	Action	Action Owner	Due by	Action Rating
CLC1	Work together with young adults who are NEET and able to work to develop an EET plan to support them towards gaining EET. Plans will be reviewed every 12 weeks.	Service Manager Care Leavers	September 2024	Complete but need to evidence impact
CLC2	Develop an offer of EET opportunities, including apprenticeships, that support young people to gain employment or training in their chosen field.	Service Manager Care Leavers	March 2025	On track
CLC3	Work with local businesses and organisations, including the chamber of commerce, to secure additional corporate parenting support for cared for children and care leavers and to prepare employers for supporting young people in employment.	Service Manager Care Leavers	March 2025	On track
CLC4	Provide bespoke support to enable young people to be prepared for entering employment through job readiness training, CV and interview support.	Service Manager Care Leavers	October 2024	Complete but need to evidence impact
How we'll assess if we've addressed this area		<ul style="list-style-type: none"> The percentage of young people who are in EET. Thematic audits will conduct deep dives to understand our support to specific cohorts/ within specific areas, including EET. 	What we will see when we've addressed this area	<ul style="list-style-type: none"> The percentage of care leavers who are in EET will increase – we want to increase to above 75% in EET. By April 2025, we would have at least 10 new apprenticeship opportunities for young adults. 90% young people will tell us they are encouraged and well supported to improve their life chances and access EET.
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>				Impact Rating
Key improvement activities delivered this month				

There are currently 42 young people who are NEET. Of these, 16 have just transferred over from the Virtual School where they would have had PEPs in place to support them around EET or gaining EET. They will now need EET plans to be put in place, and this will be looked at over the next month. 100% of young people who are NEET and able to work from the previous cohort, year 15 and up, have an EET plan in place. The 16 new Year 14's who transferred over in September all previously had PEPs and these are now being moved over to EET plans. Of these young people 7 have EET plans in place and are being offered support from the EET Team. The remaining 9 are all discussed monthly at NEET Challenge Panel and have EET plans discussed in statutory visits. 3 of these young people have had interviews and job offers and are waiting to start work.

We continue to offer monthly EET sessions at both care leaver hubs.

We currently work with Cygnet and Safe Opportunities to offer work placements to young people. This is currently funded by the Virtual School and is primarily for 16–19 year olds.

The Apprenticeship Co-ordinator and EET adviser are also always looking for links to employers and opportunities for work opportunities for young people. We also have just started a new Venture with Confidence programme which will run up to Christmas. We have offered places to 12 young people on this.

A meeting has taken place on developing a model of work experience and apprenticeships with a plan to move this to the next stage.

We have a young person due to start work experience with the Family Hubs. A meeting with ICT is due to take place next week to explore opportunities, and Care4CE are also keen to see what work experience opportunities they could offer. Outside the council we also have a meeting booked with Sportscape Education to see what opportunities they may be able to offer to our care leavers.

What impact we are achieving for children and young people

What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.

10 young people have started at university this year – we now have 20 young people at university.

We now have 9 care leavers in apprenticeships.

All young people who attended the last Venture with Confidence programme have positive plans in place for their next steps and all but one have started on these. 12 young people have started the new Venture with Confidence programme.

What our performance indicators show

Grey

In September:

- 75% care leavers aged 17-18 were in EET, which is a reduction from 81% in August but is closer to performance across other months.
- 55% care leavers aged 19-21 were in EET, which again is a reduction on previous months.

These indicators can fluctuate significantly in September as individuals decide that initially agreed education pathways may no longer be the most appropriate route.

D. Accommodation

Section Lead		Head of Service for Cared for Children and Care Leavers		
What inspectors found		<ul style="list-style-type: none"> • 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. • 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 not in education, employment or training (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. 		
Ref	Action	Action Owner	Due by	Action Rating
CLD1	Refresh and relaunch the protocol for care leavers in emergency accommodation, with clear escalation requirements, to ensure all practitioners are working to expected practice standards and there is senior leadership oversight of any young adults in emergency and unsuitable accommodation.	Service Manager Care Leavers	August 2024	Complete but need to evidence impact
CLD2	All young people who are homeless, at risk of homelessness, or in emergency accommodation will be reviewed in weekly performance clinics and by the monthly risk management forum to ensure effective plans are in place to support and protect them.	Service Manager Care Leavers	June 2024	Complete but need to evidence impact
CLD3	The weekly temporary and emergency accommodation meeting will consider any care leavers who need accommodation.	Housing Options Manager	June 2024	Complete but need to evidence impact

CLD4	Deliver training for PAs on supporting young adults with housing concerns, including how to support young people to meet the criteria for housing allocation in other areas, so they can provide bespoke support tailored to young adults' needs.	Housing Options Manager	July 2024	Complete but need to evidence impact
CLD5	Establish a director level project group for accommodation for cared for young people and care leavers to drive increased sufficiency.	Interim Director of Commissioning	July 2024	Complete but need to evidence impact
CLD6	Explore and review the suitability of temporary and emergency accommodation options across Cheshire East to increase options for care leavers. Identify gaps in provision to inform commissioning to ensure we can meet young people's needs.	Service Manager Care Leavers Head of Housing Head of Commissioning Children, Families and Adults with Complex Needs	September 2024	Complete but need to evidence impact
CLD7	Develop proposals to address 16-18 and 18-25 accommodation shortages.	Head of Housing Head of Commissioning Children, Families and Adults with Complex Needs	July 2024	Complete but need to evidence impact
CLD8	Mobilise additional accommodation options for cared for young people aged 16-18 using flexibilities/ modifications in current contracts.	Head of Commissioning Children, Families and Adults with Complex Needs	October 2024	On track
CLD9	Implement a wider 18-25 accommodation offer, ensuring this is shaped by our care experienced young adults.	Head of Housing Head of Commissioning Children, Families and Adults with Complex Needs	March 2026	On track
How we'll assess if we've addressed this area <ul style="list-style-type: none"> Monthly thematic audits will conduct deep dives to understand our support to specific cohorts/ within specific areas, including care leavers in unsuitable accommodation. The thematic audit will involve phone calls to young people to understand their experiences. 		What we will see when we've addressed this area <ul style="list-style-type: none"> Over 80% care leavers who live out of area access suitable housing in a timely way. 90% care leavers tell us they are well supported. Effective plans and contingency plans prevent care leavers from needing to access emergency or unsuitable 		

	<ul style="list-style-type: none"> • The number of young people who are homeless. • The number of young people in unsuitable accommodation. 		<p>accommodation. Over 80% audits will be good or better quality.</p> <ul style="list-style-type: none"> • Records on where young people are living are accurate and there is effective oversight of young people's accommodation.
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>			Impact Rating
Key improvement activities delivered this month			Grey
<p>A director level project group for accommodation for young people aged 16+, chaired by the Interim Director of Commissioning, has been in place since July 2024 and has met three times. Mapping of existing capacity shortfalls and pressures within accommodation has been completed. A project plan has been developed to increase our accommodation and was this agreed by the council's Corporate Leadership Team in July. The project plan will be delivered in 3 phases between July 2024 to March 2026 for full implementation of the offer.</p> <p>Governance arrangements have been agreed to support the project and System Stabilisation and New Model Development sub-groups have been established under the Accommodation with Support Steering Group.</p> <p>We are exploring a range of options to develop our accommodation offer. A positive site visit was conducted on 3 September to the former MMU site at Apollo Buckingham, Crewe. This established the suitability of accommodation and wider support offer/ campus facilities. The site has committed to working with young people to redecorate rooms to make them more homely and individual. It is intended that this site will be used for accommodation with support for 18+ UASC and for emergency beds. We are aiming to move some young people from their current placements with 'Homes for Support' (an independent residential placement provider) to this new more appropriate option to release places at Homes for Support which is aimed at a younger cohort. This will also realise savings for the council.</p> <p>Discussions are being progressed with our current commissioned providers of 16-17 year old supported and independent living placements, YMCA and P3, on mobilisation of additional emergency bed provision. YMCA expect to have 11 one bedroom 'ignition' flats available by January 2025; 2 flats will be available in October 2024 and the other 9 by January. Revised proposals for 3 emergency beds (with additional security measures and a separate entrance to the main building in a partitioned wing) will be considered by the children's directorate leadership team in early October and progressed if plans are deemed sufficiently robust.</p> <p>An additional emergency bed has been secured from August 2024 at Watermill House with P3; this has been occupied since the 16 September.</p> <p>Pure Insights (our commissioned care leavers mentoring service) have also expressed an interest in developing supported accommodation for young adults aged 18+ which we will explore with them.</p> <p>Formal plans for the full commissioned 18-25 offer will be tabled for the Children and Families Committee in January 2025 prior to procurement activity. This work will now be overseen by the new model development group under the parent 16-25 accommodation with support workstream.</p>			

From October we will involve the council's revenue and benefits representatives in this work as concerns have been raised about timeliness and contact frequency when trying to claim housing benefit back for eligible over 18's for those placed with registered housing providers.

What impact we are achieving for children and young people

What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.

As of 7 October there were 4 young person in unsuitable accommodation (excluding those in custody), 1 in a hotel and 3 who are homeless and staying with friends.

Collaborative working across children's social care and housing is improving awareness and oversight of those in unsuitable accommodation and concerted effort is being made to support young adults into suitable accommodation. However, given the high level of complexity and vulnerability of these young people, we must continue to prioritise strengthening our collective response to them from a council and partnership perspective.

In year development work with existing providers and Apollo group should result in additional accommodation options for young adults before Christmas 2024.

What our performance indicators show

As above.

E. Care leavers aged over 21

Section Lead

Head of Service for Cared for Children and Care Leavers

What inspectors found

- For care leavers over the age of 21, persistent efforts to engage them are not routinely made.
- 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.
- It was not evident on young people's records that discussions had taken place to inform a decision as to young people's informed choice to move from having a personal advisor to the 21+ offer.
- Disabled care leavers who are open to the 21+ offer are not prioritised as a vulnerable group and as such the local authority cannot be assured that their needs are being met. In cases seen there was not enough evidence of persistence or curiosity in where they may be now, despite histories of having extensive engagement with services as children.
- The quality assurance of the care leaver cohort aged 21+ needs strengthening.

Ref	Action	Action Owner	Due by	Action Rating
CLE1	Contact all 209 care leavers aged over 21 to ensure they are aware of the support available to them and offer them an allocated worker.	Service Manager Care Leavers	March 2024	Complete but need to evidence impact
CLE2	Review the 21+ offer and approach, formalising this in a protocol and ensuring it is clear on the local offer. The protocol will include continued proactive communication post 21 so young people know what support is available.	Service Manager Care Leavers	July 2024	Complete but need to evidence impact
CLE3	Review cases for care leavers with a disability who are open to the 21+ offer to ensure their needs are being met.	Service Manager Care Leavers	June 2024	Complete but need to evidence impact
CLE4	Develop a tracker for care leavers aged over 21 and monitor through weekly performance clinics to ensure there is regular oversight of engagement and support with these young people.	Service Manager Care Leavers	May 2024	Complete but need to evidence impact
CLE5	Establish regular quality assurance around care leavers aged over 21 to ensure there is effective oversight of their outcomes and that this drives improvement.	Head of Service for Cared for Children and Care Leavers Head of Service for Safeguarding and Quality Assurance	August 2024	Complete but need to evidence impact
CLE6	Review the impact of the revised 21+ offer with young adults, involving them in shaping any changes to services.	Service Manager Care Leavers	January 2025	On track

Please also see CLB5 – Review the Transition Policy.

How we'll assess if we've addressed this area	<ul style="list-style-type: none"> Monthly thematic audits will conduct deep dives to understand our support to specific cohorts/ within specific areas. One theme will be support to those 21 and over, including those with a disability. The thematic audit will involve phone calls to young adults to understand their experience of services. 	What we will see when we've addressed this area	<ul style="list-style-type: none"> Persistent efforts to engage young adults over 21 are routinely made. We are in touch with over 90% of care leavers over 21 in the last 3 months. Over 90% young adults will tell us they know that support is available if they need it.
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	<ul style="list-style-type: none">The percentage of care leavers over 21 who we were in touch with within the last 3 months.		<ul style="list-style-type: none">There is effective oversight of young adults aged 21+ and their outcomes, including young adults with a disability.
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>			Impact Rating
Key improvement activities delivered this month			Grey
We are currently reviewing our over 21 cohort to ensure we have the right young people open.			
What impact we are achieving for children and young people <i>What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.</i>			
Young adults know the 21+ offer is there if they want to access it. Our 21+ process is now much clearer so we have greater confidence that the right young people are open to the offer, and the offer is responsive to changing need. However we have more to do to improve the quality of our support. Eight dip samples were undertaken by the Care Leaver Service who reviewed children’s files to understand if the 21+ offer was consistently effective. The findings indicated that there is still work to do to improve practice in this area. Not all young people open to the 21+ offer had a Pathway Plan to consider their needs and risks. This will be addressed with the team and the service aim for all young people open to the 21+ offer to have a Pathway Plan by the end of October 2024. Where Pathway Plans were completed, it was much clearer to auditors the reasons why young people were open to the service and what support was being offered. There were recording issues on case files that means it was sometimes difficult to evidence how PAs were maintaining contact with young people.			
What our performance indicators show			
As of 7 October, there were 233 young adults aged 21+, 160 were open to the 21+ offer and 73 were allocated a PA.			

3. Quality of plans

What needs to improve				
The quality of plans for children to ensure that they are more child-focused and drive forward positive change in a timely way.				
Section Lead	Head of Service for Child in Need and Child Protection			
What inspectors found	<p>Child in need and child protection</p> <ul style="list-style-type: none"> The quality of child protection plans is inconsistent. Some are outcome focused although some lack purpose and urgency. Some children have been subject to protracted child protection planning. The quality of safety plans is inconsistent, mostly relying on vulnerable parents and are overly optimistic. The use of jargon makes it difficult for parents to understand what is required. Multi-agency core groups meet regularly to review progress however social workers do not routinely update children's experiences against the child protection plan. 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. When child in need and child protection plans do not progress, there was drift and delay for children, and ineffective challenge from the chair and multi-agency group in child in need meetings, core groups and review conferences. <p>Cared for children</p> <ul style="list-style-type: none"> The quality of care plans for children is inconsistent. Consideration is not routinely given to permanence planning for children from an early stage. 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. 			
Ref	Action	Action Owner	Due by	Action Rating
P1	Embed the agreed restorative practice model approach to support requirement for consistently good practice.	Principal Social Worker	August 2024	Delayed

P2	Continue to provide masterclasses – short in-house training sessions for practitioners and managers on specific topics. This will include planning. The masterclass programme will continue to be responsive to audit findings to support improved practice.	Principal Social Worker	Starting in April 2024 and running throughout the year	On track
P3	Hold a management and leadership session on planning to ensure there is a shared understanding on what constitutes a good quality plan, and that the role of team managers and IROs is clear in scrutinising plans to ensure all plans are good quality.	All Service Managers	September 2024	Complete but need to evidence impact
P4	Establish reflective case discussion meetings to progress outcomes for children on longer child protection plans and repeat plans.	Safeguarding and Quality Assurance Manager, Child Protection	July 2024	Complete but need to evidence impact
P5	Develop a permanence strategy to ensure permanence planning is considered and progressed from an early stage, with permanence plans being in place at the second cared for review. The permanence strategy should consider all routes to permanence, including reunification.	Head of Service for Cared for Children and Care Leavers	January 2025	On track
P6	Refresh the practice standards on care planning to ensure expectations to support permanence are clear.	Service Managers for Cared for Children	August 2024	Complete but need to evidence impact
P7	Review permanence decision panels to ensure effectiveness of permanence planning.	Head of Service for Cared for Children and Care Leavers	October 2024	On track
P8	Explore within the multiagency safeguarding group what training is needed to support effective partnership challenge.	Children's Safeguarding Partnership Training Manager	December 2024	Complete but need to evidence impact
P9	Develop a new child protection plan in partnership with children, young people and families to ensure it is concise, focused on the key priorities to keep children safe, and easy for families to understand.	Safeguarding and Quality Assurance Manager, Child Protection	November 2024	On track

P10	Review the cared for plan in partnership with children, young people and families to ensure it is supports best practice and is easy for families to understand.	Service Managers for Cared for Children	December 2024	On track
Please also see action MO5 - Embed the permanence tracker to monitor achieving permanence planning within statutory and children’s timescales.				
How we’ll assess if we’ve addressed this area	<ul style="list-style-type: none">Monthly practice review audits will tell us about the quality of plans across all service areas.Multi-agency audits will tell us about the quality of multi-agency challenge in supporting plan progression.Permanence planning will be a focus of thematic audits.The percentage of plans judged good or better.The percentage of plans within timescales.The percentage of children on repeat child protection plans.Number of children on CP plans over 15 months.The percentage of permanence plans in place by the second review.The number of children on care orders and number of care orders discharged.	What we will see when we’ve addressed this area	<ul style="list-style-type: none">Plans will be consistently good quality, with effective contingency plans, child-focused and result in good outcomes for children and young people. It will be easy for everyone to see what needs to happen from the plan. Over 80% plans audited will be good or better quality.Drift and delay is prevented through effective management oversight and partnership challenge.Consideration is routinely given to permanence planning for children from an early stage and children achieve permanence in a timely way.Repeat child protection plans will be under 15%.100% permanence plans will be in place by the second review.	
Impact to date Our assessment of where we are in relation to what the inspectors found				Impact Rating
Key improvement activities delivered this month				Grey
<p>The service is trialling a new child protection plan with families. The new plan aims to be more child focussed, impact focussed and easier for families to read and engage with. Feedback from families is currently being collated. IROs are attending 6 core groups to consider how the new child protection plan is being used to progress planning.</p> <p>Over 200 people have been trained in restorative practice and we have established in-house trainers to ensure the model is sustainable. Restorative practice is included within our practice standards. Training is continuing to be rolled out to the workforce. Our first annual celebration of restorative practice will take place at the celebrating practice workshops in October and November, which will include a session on reflective circles and reflecting on practice in group supervision. However, this work has been delivered by our SLIP partner, Stockport and we have not yet seen any reports to evidence this is embedded or the outcomes of the work and this has been requested.</p>				

The children's social care management and leadership session on 13 August covered supervision and quality of planning. A further session on 12 September covered the quality of plans and what makes a good plan.

Masterclasses (short training sessions) are continuing to be offered on creating strong plans. Masterclasses are now being provided to multi-agency practitioners to strengthen our partnership work.

Trainers across the safeguarding partnership have reviewed what training is needed to support effective partnership challenge. Since July 2024, the safeguarding partnership is running Working Together 2023 webinars with focus on responsibility and roles, including challenge. The partnership also offers a professional curiosity, critical thinking and professional challenge course twice a year.

We are developing a new Permanence Strategy in collaboration with colleagues from across the Children's Directorate and multi-agency partners, to ensure that we are all engaged in achieving permanence for children and young people. To support this process, we have reviewed permanence strategies from good and outstanding local authorities. The Permanence Strategy is being developed in collaboration with children and young people and we are working closely with the Participation Team and our Care Leaver Ambassadors to achieve this. We anticipate launching the new Permanence Strategy in December 2024.

The practice standards have been refreshed and promoted through communications on 'being brilliant at the basics'. They include expectations on permanence.

What impact we are achieving for children and young people

What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.

The latest audits show that most plans are not yet good quality; 2 of 12 plans were good (16.6%), 8 of 12 (66.6%) required improvement and 2 (16.6%) were inadequate. Plans are not always SMART with clear timescales. The biggest issue continuing to bring judgement gradings down is management oversight and supervision. Expectations on the quality of plans have been confirmed with team managers, and service managers are expected to hold team managers to account for their performance in terms of signing off plans within individual supervision. The lead practitioner team will put on a bespoke session looking at what makes a good quality care plan to support the workforce in November. We will review the quality of care plans following this training as part of the monthly dip samples undertaken by service managers to understand the impact of this training.

The quality of cared for plans is detailed within the focus report. Of 6 cases, 1 was judged to be good, 1 required improvement and 4 were inadequate. In 5 of 6 cases information was missing from files which made it difficult for auditors to evidence why decisions had been made for children and young people. Permanence for young people is not being sufficiently considered within care planning which leads to drift with plans of permanence. Contingency planning is sometimes not considered or is limited which means we are then overly reliant on placements remaining stable for young people.

For the two cases judged to be good overall following moderation, there was an assessment that the auditors and moderators judged to be outstanding. This provided a solid foundation on which planning for the young person could take place. The plan utilised multi agency colleagues and had clear, SMART actions which were tracked between meetings. There was a keen eye to permanence that was also reflected within

supervision records, and this helped drive case progression. Visiting was also strong with a good understanding of the young person's lived experience. We will use these good case examples and share them widely with teams to support good practice.	
What our performance indicators show	
The percentage of children subject to repeat child protection plans within 2 years has reduced to 11.3% in September (from a range between 13.4-14.6%) which is positive.	

4. Quality and frequency of visits

What needs to improve				
The quality and frequency of visits to children so that they are purposeful and in line with assessed needs.				
Section Lead	Head of Service for Child in Need and Child Protection			
What inspectors found	<p>Child in need and child protection</p> <ul style="list-style-type: none"> • Visits to children in need and those subject to child protection plans are not always carried out at a frequency reflecting assessed need. Not all visits are carried out within local authority prescribed or statutory timescales. There is a lack of clarity on the expected visiting times for children in need. • Some children are not visited often enough for social workers to build trusting relationships with them. Changes in social workers impacts this. • Visits to children do not always have purpose and do not link to their plans clearly enough. Records of visits vary in depth and quality of detail. Some visits are very brief, and their contribution towards the assessment or progress of the plan is limited. <p>Cared for children</p> <ul style="list-style-type: none"> • Visits to children in care are not always carried out in line with statutory visiting schedules or their assessed need. 			
Ref	Action	Action Owner	Due by	Action Rating
V1	Strengthen the performance framework to ensure robust performance management of visits to children.	Director of Family Help and Children's Social Care	September 2024	Complete but need to evidence impact
V2	Support improved visiting practice through the masterclass training programme and briefings to team meetings.	Principal Social Worker	September 2024	Complete but need to evidence impact
V3	Reissue the visiting template to practitioners to ensure consistency in recording.	Principal Social Worker	July 2024	Complete but need to evidence impact

V4	Develop and roll out e-learning on visiting to support purposeful visits that are carried out with a frequency that reflects children's needs.	Principal Social Worker	August 2024	Complete but need to evidence impact
V5	Deliver training to the children's social care workforce on the impact of recording, including views from a care leaver on what reading their case files felt like for them.	Principal Social Worker	Launch within the Celebrating Practice Workshops in October	On track
V6	Develop more ways of writing documents e.g. visits to the child, and that children's views are highlighted in a specific colour within the child's record. Principal Social Worker to share new expectations in Celebrating Practice events.	Principal Social Worker	March 2025	On track
V7	Team managers to review visiting schedules in supervision, and IROs and CP chairs to have oversight of frequency visits to children.	All Team Managers and IROs	Evaluate in January 2025	On track
How we'll assess if we've addressed this area	<ul style="list-style-type: none"> Monthly practice review audits will tell us about the quality of practice and visits, and the quality of relationships with children and young people. Timeliness of visits. 	What we will see when we've addressed this area	<ul style="list-style-type: none"> Visits to children are carried out at a frequency reflecting assessed need and this is clearly recorded on their files. Over 80% visits will be in line with need as shown through audit. Children are visited often enough for social workers to build trusting relationships with them. 90% of young people will tell us they trust their social workers. Visits to children are purposeful and clearly link to their assessments or plans. 	
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>				Impact Rating
Key improvement activities delivered this month <p>There is effective line of sight to frontline practice through the monthly Director's Performance and Quality Clinic, where heads of service are held accountable for their service's performance and outcomes for children and young people. These are underpinned by weekly performance clinics are held between service managers and team managers which agree the focus for each week. Power BI reports are in place for all key performance areas providing all managers with performance information at any time. Monthly Improvement and Performance meetings for all children's services will take place from October, chaired by the Executive Director of Children's Services.</p> <p>Masterclasses on visiting and briefings at team meetings on visiting by the lead practitioners have been delivered to teams.</p>				Grey

<p>The e-learning on visiting went live on 28 August. This emphasises that visits should be taken at a frequency that reflects children's needs. This is also made clear within our practice standards.</p> <p>The care leaver ambassadors will be attending the celebrating practice workshops in October and November to deliver a session on the importance of building strong relationships with children and young people, and what difference this can have on their lives, to support improved practice. Expectations on recording the child's voice will be included in the 'being brilliant at the basics' communications.</p>	
<p>What impact we are achieving for children and young people</p> <p><i>What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.</i></p>	
<p>A very small number of dip samples were undertaken in relation to visits to cared for children and note it is difficult to draw overall conclusions of the quality of practice. In the 4 children's files that were considered, visits that were written to the child were judged to be of better quality; the voice of the child was clearer, and the case record was more purposeful. Visiting frequency was variable and auditors found there was no rationale to evidence the visiting rate. There were some gaps in case recording which needed to be addressed. Actions identified following a visit were not consistently SMART as timescales were not clear. The auditors felt that where the visiting template was used, the quality of recording was improved.</p> <p>Good examples of tailored and purposeful visits have been shared during one to one meetings between the head of service and PAs.</p>	
<p>What our performance indicators show</p>	
<p>The timeliness of visits is monitored through the weekly and monthly performance clinics.</p>	

5. Management Oversight and Supervision

What needs to improve				
The quality of management oversight and supervision to ensure that consistent, good social work practice is in place.				
Section Lead	Head of Service for Child in Need and Child Protection			
What inspectors found	<ul style="list-style-type: none"> Management oversight and challenge are not fully embedded across all service areas. 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 upon in a timely way. The quality of supervision is too variable. Supervision is not always sufficiently analytical or reflective. Supervision is not consistently driving children's plans forward, actions although timebound roll over for many months without completion. This means not all children's circumstances are sufficiently understood. For a small number of young children who live in children's homes 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. 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. 			
Ref	Action	Action Owner	Due by	Action Rating
MO1	Commission a bespoke leadership development programme to support all leaders in children's services (from team leaders and above) to develop their leadership, reflective skills, and confidence in effective challenge to improve practice and outcomes for children.	Principal Social Worker	Running between March 2024 - June 2025	On track
MO2	Deliver an in-house leadership and management development programme for children's social care, tailored to our areas for improvement, to support a culture of high support and high challenge and embed consistently good quality practice.	Principal Social Worker	To commence in April 2024 and run throughout the year	On track
MO3	Update the supervision policy and develop practice guidance on reflective supervision based on best practice.	Principal Social Worker	September 2024	Complete but need to evidence impact

MO4	All managers to complete supervision training to support them to deliver reflective supervision that considers children’s lived experiences, supports learning and improves practice.		Principal Social Worker	Training to be delivered between November and March 2025	On track
MO5	Embed the permanence tracker to monitor achieving permanence within statutory and children’s timescales.		Service Manager Cared for Children	Evaluate impact in October 2024	On track
MO6	Review the care plans for all cared for children who are not currently in foster care or planning to return home to ensure they are on the right plan.		Head of Service Safeguarding and Quality Assurance	July 2024	Complete but need to evidence impact
MO7	Revise the supervision form to ensure that children and young people’s views are included and considered as part of reflective supervision.		Head of Service Child in Need and Child Protection	October 2024	On track
<div><div>How we’ll assess if we’ve addressed this area</div><div><ul style="list-style-type: none">Monthly practice review audits will tell us about the quality of practice and management oversight. These audits include a review of case supervision which informs the judgement on management oversight.The percentage of supervision within timescales.</div><div>What we will see when we’ve addressed this area</div><div><ul style="list-style-type: none">Management oversight and challenge are embedded across all service areas. Over 80% of management oversight in audits will be good or better quality.Supervision is consistently good quality, analytical and reflective.Management oversight improves social work practice, leading to children and young people receiving timely support and experiencing good outcomes.Children achieve permanence in a timely way.100% children will have a permanence plan by their second review.Over 90% supervision will be within timescales.</div></div>					
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>					Impact Rating
Key improvement activities delivered this month					Grey
<p>The supervision training will take place over three dates between November and January. The training is mandatory for all managers and those managers who have never undertaken any reflective supervision training before will be prioritised for cohort one.</p> <p>A workshop is being held on 9 October with all team managers to share the audit findings on supervision, along with good practice examples, and agree what a good supervision looks like. Further dip sampling of supervision will take place in November to evaluate impact.</p>					

The supervision form will be revised to ensure children and young people's views are included and considered as part of reflective supervision.	
What impact we are achieving for children and young people <i>What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.</i>	
<p>The highest challenge impacting audit judgements was the lack management oversight and supervision. Where management oversight and supervision were inadequate, the expected frequency of case supervision was not evidenced, and where auditors judged management oversight and supervision to be requiring improvement, they noted examples where activity was not focused on the plan, progressing actions, or addressing gaps.</p> <p>24 dip samples of supervision were also undertaken to review the quality of case supervision within the CINCP teams. Findings evidenced that team manager sickness and increased caseloads impacted on supervisions taking place. There were some good examples of reflective supervision identified within this dip sample; however, this remains inconsistent, and the quality of supervision can vary even when completed by the same manager largely due to workload demand. There are still improvements to be made on the setting of SMART actions within supervision and then reviewing these through future supervision sessions. The dip sample found there was a lack of evidence around the supervision actions driving the plan or triangulating with other plans such as actions from Legal Advice Meetings or children who were missing from home.</p>	
What our performance indicators show	
Case supervision is a focus area of 'being brilliant at the basics', and there is continued scrutiny of performance through performance clinics and the Director's Performance and Quality Clinic. Performance on supervision timeliness has increased for CINCP and the care leavers service.	

6. Effectiveness of IROs

What needs to improve				
The effectiveness of child protection chairs and independent reviewing officers (IROs) to escalate, challenge and scrutinize plans for children.				
Section Lead	Head of Service for Children's Safeguarding and Quality Assurance			
What inspectors found	<ul style="list-style-type: none"> Child protection chairs are not consistently effective in driving forward plans for children. Some children have been subject to protracted child protection planning, some plans lack purpose and urgency. They do not consistently advocate for children. Consequently, there are missed opportunities to act when risks increase, or changes have not happened within the child's timeframe. For example, for children who experience long-term neglect. Child protection chairs recognise they need to be more specific about what needs to change within the timeframe for children. Some plans are lengthy and opaque, the use of jargon makes it difficult for parents to understand what is required. Permanence plans are not routinely identified by the time of children's second reviews, leading to drift and delay of children's plans. For some children, IROs were not seen to actively raise this within the cared for children's review. IROs do not always robustly challenge the appropriateness of plans, which are not always-outcome focused, or challenge drift. The quality and impact of care planning for cared for children was variable. For some children, the impact of multiple social workers and IROs has resulted in drift and delay of their plans and permanence. For a small number of young children who live in children's homes 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. 			
Ref	Action	Action Owner	Due by	Action Rating
IR1	Review the performance management framework for IROs to ensure that we can evidence their impact in children's plans and children's lives.	Head of Service for Children's Safeguarding and Quality Assurance	September 2024	Complete but need to evidence impact
IR2	IROs will be included in the in-house and commissioned leadership and management development programme. This will ensure we have a consistent understanding of quality and expectations on practice and joint approach to improvement.	Principal Social Worker	IROs to be included by April 2024	Complete but need to evidence impact

IR3	Review and refresh the IRO practice standards to embed consistently good quality practice.	Safeguarding and Quality Assurance Managers	Review quarterly at service development days	Complete but need to evidence impact
IR4	Hold an IRO service development day every 3 months to embed consistently good practice.	Safeguarding and Quality Assurance Managers	Every 3 months from June 2024	Complete but need to evidence impact
IR5	Revise the guidance on IRO quality assurance alerts to support improved outcome-focused practice in line with our key improvement areas, e.g. planning, tailored visiting, and preventing drift and delay.	Safeguarding and Quality Assurance Managers	August 2024	Complete but need to evidence impact
IR6	Explore and challenge performance around permanence in performance clinics with IROs to ensure this is achieved within children's timescales.	Safeguarding and Quality Assurance Manager, Cared for Children	July 2024	Complete but need to evidence impact
IR7	Carry out consultation and engagement sessions with cared for young people to evaluate the impact of the cared for IRO service and redesign the consultation forms for older young people.	Safeguarding and Quality Assurance Manager, Cared for Children	July 2024	Complete but need to evidence impact

Please also see action P9 - Develop a new child protection plan in partnership with children, young people and families to ensure it is concise, focused on the key priorities to keep children safe, and easy for families to understand.

How we'll assess if we've addressed this area	<ul style="list-style-type: none"> • Monthly practice review audits will tell us about the quality of practice and plans. • Themes and impact of IRO quality assurance alerts. • Percentage of plans that are good or better quality. • Number of children on CP plans over 15 months. • Percentage of repeat child protection plans. • Percentage of permanence plans at the second review. 	What we will see when we've addressed this area	<ul style="list-style-type: none"> • IROs consistently drive forward plans and advocate for children. Plans are good quality, outcome-focused, and result in good outcomes for children. Over 80% plans audited will be good or better quality. • Children achieve long-term permanence in a timely way. • 100% children will have a permanence plan by their second review. • Repeat child protection plans will be under 15%.
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Impact to date

Our assessment of where we are in relation to what the inspectors found

Impact Rating

OFFICIAL

Key improvement activities delivered this month	Grey
<p>The revised quality assurance alert guidance has been completed and has been renamed the resolution protocol. This protocol emphasises the importance of restorative practices and restorative relationships in seeking resolution and better outcomes for children.</p> <p>We have reviewed our performance management framework. Performance information is shared at the Director's Performance and Quality Meetings for discussion and challenge. Performance meetings are held fortnightly with the IROs and these involve a thematic audit of specific issues for care planning. The last thematic audit looked at permanence at the second review and the barriers to achieving this. Actions are developed following these audits to support improved practice.</p>	
What impact we are achieving for children and young people <p><i>What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.</i></p>	
<p>The service has trialled a new child protection plan that aims to be more child focussed, impact focussed and easier for families to read and engage with. A review of this plan is underway and feedback from families will be sought to identify next steps.</p> <p>The latest audits show that there is evidence of IRO footprint on case files; however, we recognise the quality and consistency of this can still be variable. We remain keen to improve the evidence of IRO impact. The quality and consistency of the IROs footprint has been impacted by unforeseen sickness in the service as well as the increased numbers of children into care and additional responsibility for reviewing care leavers.</p> <p>There are risks currently that we are not able to fulfil our statutory functions within the safeguarding service due to sickness absence within the IRO team and the increased demand in terms of numbers of children into care and into child protection. Caseloads are significantly higher than the recommended average in the IRO handbook. We have adverts out for the two IRO posts agreed by committee and have put together an internal request for agency cover in the interim. Since the last board meeting, we have successfully recruited two agency IROs to cover the current workforce sickness. This will support with reducing demand and enable statutory functions to be fulfilled.</p> <p>A focus group was undertaken with some young people to consider their experiences of the cared for IRO service. There was a rich range of feedback provided which identified positives in that the young people liked their IRO and felt supported by them; the IRO advocated for their needs and held other people to account for actions that they needed to complete. They liked being involved and consulted about their review and the option to have bespoke themed reviews aligned to their interests. The young people identified there had been a lot of change in the IRO service and they would like more opportunities to meet with their IRO outside of reviews.</p> <p>The young people provided feedback that there was work to do on the way we capture their feedback in consultation and requested a method that allowed them to access forms on their phones and send them directly to the IRO. We are using this feedback to shape our engagement strategy in the service. We aim to have digitalised feedback opportunities available to children, young people and families by November 2024.</p>	
What our performance indicators show	

Positively, we have seen the numbers of children open on a child protection plan for 15 months or longer remain static at 19. This equates to 6.5% of the total, down from 8% in August. This suggests we are making some improvements with managers and IROs tracking progress of planning at earlier points to ensure plans can be safely ended within the children's timescales.

The percentage of children subject to repeat child protection plans is also reducing. Repeat plans are currently accounting for 25% of the overall numbers (year to date). This is a positive picture showing a reduction from a high of 39% in July. Month by month, in September performance has reduced to 11.3% compared to a range of 13.4-14.6% over previous months.

Since the last improvement board, looking at the data from 1 September to date, there were 114 cared for reviews that took place. There was a plan of permanence identified at the second review for 75% of children for whom this applied. However, we have also identified children across the broader system whose plan of permanence is not where we need it to be. There may be a number of factors which contribute to this. This needs exploring within a deep dive to provide a more accurate picture as to the barriers in achieving permanence for these young people. The service will undertake this quality assurance activity in November 2024. This will inform the permanence strategy that is being developed and will enable practice improvements to be understood in this area.

7. Sufficiency of placements

What needs to improve				
The sufficiency of suitable placements that can meet children and young people's assessed needs.				
Section Lead	Head of Service Children's Provision			
What inspectors found	<ul style="list-style-type: none"> When children cannot remain in the care of their birth parents, there is variability in how quickly potential carers from within the extended family are identified. Challenges to sufficiency impact on the choice of placements and the quality of children's experiences. Some children still live in homes that do not match their needs, due to a lack of choice. Sufficiency of in-house foster carers is a challenge. Some children experience multiple placement moves, which are unsettling for them. There are inconsistencies in management oversight and recording as to the rationale for this. 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. Some young children live in residential children's homes for long periods of time. 			
Ref	Action	Action Owner	Due by	Action Rating
S1	Embed a culture of considering support from the family network at the earliest opportunity, including identifying potential carers from within the extended family where children can't remain in the care of their birth parents.	Head of Service Child in Need and Child Protection Head of Service Cared for Children and Care Leavers	September 2024	Delayed
S2	Join Foster4, which will provide additional resources for fostering recruitment and training.	Head of Service Children's Provision	May 2024	Complete but need to evidence impact
S3	Work in partnership with the other local authorities to build our Foster4 offer, ensuring there is an effective front door to the fostering service so we can effectively support those who make an enquiry and increase the number of foster carers within Cheshire East.	Head of Service Children's Provision	October 2024	Complete but need to evidence impact

S4	Explore opportunities within the council to increase fostering marketing and raise awareness of fostering to increase the number of people considering fostering.	Head of Service Children's Provision	October 2024	On track
S5	Develop specialist foster carers to support children and young people to step down from residential care.	Head of Service Children's Provision	December 2024	On track
S6	Develop our third Mockingbird constellation to increase support for foster carers and children and young people in foster care.	Service Manager for Fostering	September 2024	Complete but need to evidence impact
S7	Open three Cheshire East Council residential children's homes, which will include one emergency bed, to increase the placement options for Cheshire East's young people.	Head of Service Children's Provision	Flude House to open in April 2024	Complete but need to evidence impact
			Claremont House to open in November 2024	On track
			Victoria Lodge to open in December 2024	Delayed
S8	Carry out a deep dive on reunification and step down for children from care as part of the council's transformation programme.	Head of Service Child in Need and Child Protection	December 2024	On track
S9	Investigate the potential for joint commissioning of high needs placements for children with relevant system partners, developing costed business cases where required, to support increased placement options for young people.	Strong Start Programme Lead Head of Service Children's Provision	December 2024	On track
S10	Young people to develop recruitment questions to ask foster carers, and deliver training to the fostering panel, to ensure children and young people's voices and experiences are included in the recruitment and selection of foster carers.	Participation Lead	September 2024	Complete but need to evidence impact
S11	Develop a 'Homes for Cared for Children' workstream and action plan to improve outcomes for cared for children. This workstream will include a care leaver	Head of Service Children's Provision	December 2024	On track

	ambassador to ensure the views of care experienced children and young people shape our priorities and service development.		Participation Team		
How we'll assess if we've addressed this area	<ul style="list-style-type: none">• Increase in in-house fosters and increase in range of foster carers to support different groups, for example older young people.• Percentage of children and young people in foster care with Cheshire East carers.• Reduction in the timeframe to bring in new foster carers.• Number of children and young people with 3 or more placement moves.• Children and young people will report that their placements meet their needs and they feel safe and supported.	What we will see when we've addressed this area	<ul style="list-style-type: none">• When children cannot remain in the care of their birth parents, their networks are explored at an early stage to support them to remain with their wider family where possible.• There is sufficient choice of placements to meet children and young people's needs, which means children are placed in a home that is right for them.• Children and young people experience stable homes and placement moves are prevented/ limited wherever possible.		
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>					Impact Rating
Key improvement activities delivered this month					Grey
<p>Family Networking:</p> <p>The Family Group Conference team is now well established and supporting a clear focus on early identification of support within the child's family network. The focus of this team is within CIN. However, we have more to do to embed a family networking approach across all services. Family networking is considered at CP and for cases in pre-proceedings, but not always at CIN when the Family Group Conference team is not involved. Work will be undertaken to tighten planning at CIN to ensure that the help families are getting is impactful.</p> <p>Placements:</p> <p>Placements continue to be challenging but we are looking to be creative to ensure our children and young people have homes that meet their needs.</p> <p>Fostering:</p> <p>The Foster4 offer is now embedded into our service, which includes a recruitment hub. An allocated professional from Foster4 is based with Cheshire East for 2 days a week supporting recruitment and marketing activity. Monthly meetings take place with Foster4 which are working well. We are currently assessing 7 fostering households to be mainstream carers, which is positive. Some of these have come through our involvement with Foster 4 and some have come through our own internal recruitment.</p> <p>We have appointed a team manager for recruitment and assessment. We have also met with a company around targeting our digital foster care campaign to specific audiences/ demographics, which may support us in our ambition to recruit more diverse carers.</p>					

We have 145 fostering households (83 mainstream carers and 62 connected carers), in addition we have one carer who is fostering to adopt and one on a reg 24 in progress. Whilst we continue to grow our fostering service, we have also had some carers naturally retire which can affect our net gain overall.

We have recruited our third Mockingbird Home Hub Carers and they have completed their training. We have identified 6 satellite families and are in the process of identifying another 1 to meet fidelity.

Young people have developed recruitment questions to ask foster carers, and delivered training to the fostering panel, to ensure children and young people's voices and experiences are included in the recruitment and selection of foster carers.

In House Residential:

Flude House has had a difficult month due to staffing sickness. We have seen an increase in incidents, which has been challenging to navigate for the new team but we are starting to now see a reduction again, which is positive.

Claremont has now been renamed 'Cherry Tree House' and all Ofsted documents have now been submitted. Some new staff have joined and have been completing their induction with training, shadow visits in Flude house, and have also been providing stability work and support to 2 siblings in their foster placement.

Recruitment for Victoria Lodge's registered manager is proving difficult. We have not been able to recruit and therefore we cannot complete the registration process. The home's layout and decor is complete. In collaboration with HR we are reviewing the job description for the post and have received support from Cheshire West. A job evaluation is underway. As a result, opening is likely to be pushed back until the end of the financial year. We will then review our plans to ensure opening of any further homes is considered in line with our improvements to prevent additional pressure in the system.

Joint Commissioning of high needs placements

A triangulation group has been established between the ICB MH and Neurodiverse Commissioning Team, ICB Transforming Care Team, and Cheshire East Council Strong Start Commissioning Team to look at options for children with complex needs.

What impact we are achieving for children and young people

What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.

We continue to run Triple S (Step up, Step Down and Stability) on a weekly basis, and this is working well to stabilise placements and plan moves in advance. The team have seen some successful step downs this month with one child returning to her dad, a young man stepping down to supported accommodation and siblings kept together in fostering placements.

Satellite carers have voiced their positivity about being part of Mockingbird and the support and companionship it has provided. Carers and young people have spoken about it feeling like a 'real extended family'.

We have received an email from a foster carer, sharing how much she enjoys working with the fostering service and sent some photos of a recent holiday with her foster children.

What our performance indicators show	
We are currently assessing 7 fostering households to be mainstream carers and 1 IFA transfer. There has been an increase in the last 3 months in the percentage of children with 3 or more placements within the last 12 months.	

Chapter 2

1. The Front Door

Section Lead		Head of Service Early Help, Prevention and Domestic Abuse			
What inspectors found		<ul style="list-style-type: none">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.For a small number of children, obtaining information from partner agencies and the voice of the child can lead to a delay in decision-making when the threshold is clearly met.Issues relating to parental consent are not always well recorded.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.			
Ref	Action	Action Owner	Due by	Action Rating	
FD1	Update the contact guidance to include that where the threshold for a referral is clearly met, cases must be actioned immediately. This guidance will also include ensuring consent is clearly recorded. Embed the guidance to support consistently good practice.	Service Manager Integrated Front Door	July 2024	Complete but need to evidence impact	
FD2	Review multi-agency safeguarding hub (MASH) arrangements in other local authorities to learn from good practice and inform the development of multi-agency decision making in the front door.	Head of Service Early Help, Prevention and Domestic Abuse Service Manager Integrated Front Door	August 2024	Complete but need to evidence impact	
FD3	Hold a collaborative workshop to review the current front door provision and agree actions to establish multi-agency decision-making, informed by the inspection findings and observation of good practice in other areas.	Head of Service Early Help, Prevention and Domestic Abuse	September 2024	Delayed	
FD4	Consider chapter 3 of Working Together 2023 in the safeguarding partnership to establish agreed multi-agency working arrangements.	Head of Service Children's Safeguarding and Quality Assurance	December 2024	On track	

		Chair of the Safeguarding Partnership and statutory partners within the partnership		
How we'll assess if we've addressed this area	<ul style="list-style-type: none">Monthly multi-agency front door thematic audits will conduct deep dives to understand our support to specific cohorts/ within specific areas. One theme will be step up to social care. These audits also consider consent and timeliness of decisions.The percentage of contacts that are referred to children's social care completed within 24 hours.	What we will see when we've addressed this area	<ul style="list-style-type: none">Families stepping-up from early help services to statutory services will swiftly receive support. Over 90% of referrals to children's social care will be within 24 hours.90% parental consent will be well recorded.All decisions for referrals to children's social care will be made swiftly. Over 80% referrals audited will be good quality.The multi-agency partnership is routinely included in social care decisions about next steps to help and protect children and when managers make decisions to close referrals.	
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>				Impact Rating
Key improvement activities delivered this month				Grey
A key milestone that has been achieved in September was to recruit to a new service manager for the integrated front door. We are considering some external support to review the Front Door and so the timescale around developing MASH arrangements will be amended (FD3).				
What impact we are achieving for children and young people <i>What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.</i>				
Team Managers within the front door review timescales every day and audit any cases that go over the timescale. Decisions are being made in a timely manner and there is consistency regarding conversion rates.				
What our performance indicators show				
There were 865 contacts to the ChECS front door in September. Despite an increase in contacts, timeliness has improved with 95.3% of referrals to children's social care were progressed within 24 hours. Performance indicators are being used to develop audit activity within ChECS to review quality of triage and decision making/ application of thresholds.				

2. Strategy Meetings

Section Lead		Head of Service Children’s Safeguarding and Quality Assurance				
What inspectors found		• Strategy meetings do not consistently capture the discussion about risk, which means that the rationale for decisions made, and next steps, is not always clear.				
Ref	Action			Action Owner	Due by	Action Rating
SM1	Deliver a workshop on strategy meetings for team managers to support consistently good practice.			Service Managers CINCP	August 2024	Complete but need to evidence impact
SM2	Deliver training for unit coordinators on minute taking to support consistently good practice across the team in capturing discussions on risk.			Children and Family Service Business Support Lead	August 2024	Complete but need to evidence impact
SM3	A management analysis box to be added to the strategy discussion form to ensure a clear rationale for decisions is included.			Service Managers CINCP	June 2024	Complete but need to evidence impact
How we’ll assess if we’ve addressed this area		• Strategy discussion audits within the 8-weekly multi-agency liaison meetings will tell us about the quality of strategy discussions and whether the rationale for decisions is clearly recorded.		What we will see when we’ve addressed this area	• Strategy meetings consistently capture the discussion about risk which means that the rational for decisions and next steps is clear. 90% strategy discussions will have a clear rationale for decisions.	
Impact to date						Impact Rating
Our assessment of where we are in relation to what the inspectors found						
Key improvement activities delivered this month						Grey
The Safeguarding Children’s Partnership multi-agency liaison meeting is considering the quality of strategy meetings through a relaunch of their routine quality assurance on a bi-monthly basis. This meeting is attended by key strategic leads in health, police, education, children’s social care and the partnership business manager. The expectation is that learning from this meeting is taken back into agencies for dissemination. Learning is						

also fed into the leadership network training. The quality assurance activity will consider the learning from the inspection and identify any partnership themes that will inform our improvement work in Children's Social Care.	
What impact we are achieving for children and young people <i>What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.</i>	
<p>Training was delivered to unit coordinators in August. Dip sampling of minutes took place in September to assess the impact of this. 18 minutes were sampled by business support officers, and all were found to contain discussion on risk and with management analysis completed by the team manager.</p> <p>The workforce have provided feedback that the amended strategy meeting form allows them to capture the discussion more easily and the management analysis box has provided clarity as to the rationale for decision making.</p>	
What our performance indicators show	
Our conversion to section 47 from strategy discussion is currently 80%. The quality assurance work around this improvement action needs to consider whether we conduct too many single agency s47 investigations and whether we are utilising strategy discussions in the right way.	

3. Life-story work and later-life letters

Section Lead		Head of Service for Cared for Children and Care Leavers			
What inspectors found		<ul style="list-style-type: none"> 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. 			
Ref	Action	Action Owner		Due by	Action Rating
LS1	Commission external training on life-story work to ensure practitioners understand the expectation, importance, and how to complete it.	Principal Social Worker		August 2024	Complete but need to evidence impact
LS2	Include in the practice standards for care planning that the expectation for every child is that life story work and later life letters are started early.	Head of Service for Cared for Children and Care Leavers		August 2024	Complete but need to evidence impact
LS3	Establish a process for monitoring and reviewing life-story work and later-life letters.	Service Managers Cared for Children		August 2024	Complete but need to evidence impact
How we'll assess if we've addressed this area		<ul style="list-style-type: none"> Feedback from children and young people, and their carers – children will tell us they have a better understanding of their life stories. 	What we will see when we've addressed this area	<ul style="list-style-type: none"> Life-story work and later-life letters are started early so children understand why they are in care. 	
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>					Impact Rating
Key improvement activities delivered this month					Grey

Life story work and later in life letters are included within the permanence tracker and monthly review meetings take place. Life story work and later in life letters are also considered within performance clinics.

Research in Practice have been commissioned to provide training on life story work. The dates of the training are being advertised and it will take place in November and January.

The practice standards include the importance of ensuring that every child knows and understands their story in a way that makes sense to them, and that we will support families to be as involved as possible in the sharing and explaining of these stories to children.

What impact we are achieving for children and young people

What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.

Informal feedback from ASYEs is that the training and guidance provided has supported them to realise the significance of this work, and that they have enjoyed doing these pieces of work. One social worker received exceptional feedback on the quality of her work and we are exploring making her an adoption champion to share her good practice.

What our performance indicators show

4. Health of Cared for Children

Section Lead		Associate Director Quality and Safety Cheshire East, Cheshire and Merseyside NHS		
What inspectors found		<ul style="list-style-type: none"> Waiting lists result in some delay in children accessing emotional support services. A small number of unaccompanied asylum-seeking children (UASC) and young people wait too long to access emotional support and counselling due to waiting lists. Initial and review health assessments are not always completed within appropriate timescales. 		
Ref	Action	Action Owner	Due by	Action Rating
H1	Develop prioritisation matrices/ approaches to ensure the most vulnerable children and young people are prioritised for mental health support based on an understanding of the additional and differing needs and risks for children with experience of the care system.	Head of Commissioning Children, Families and Adults with Complex Needs Programme Lead for Mental Health and Neurodiversity – Cheshire East NHS ICB	March 2025	On track
H2	Develop 'waiting well' initiatives with key health providers and third sector provision to support children and young people while they wait based on an understanding of protective factors and how they can be increased and developed in response to needs.	Head of Commissioning Children, Families and Adults with Complex Needs Programme Lead for Mental Health and Neurodiversity – Cheshire East NHS ICB	March 2025	On track
H3	Review the current emotional support offer for UASC young people in Cheshire East, taking into account any recommendations/ good practice from the Cheshire and Merseyside scoping exercise on support to UASC young people.	Designated Nurse Safeguarding and Looked After Children	March 2025	On track
H4	Health and children's social care to jointly review the timeliness of health assessments on a six-weekly basis to support improved timeliness.	Service Manager Cared for Children Designated Nurse Safeguarding and Looked After Children	May 2024	Complete but need to evidence impact
H5	Develop a single point of contact for health assessments within the local authority to support increased timeliness.	Service Manager Cared for Children	May 2024	Complete but need to evidence impact

H6	Report quarterly to NHS England on out of area initial and review health assessments that are out of timescale to drive improved timeliness.	Designated Nurse Safeguarding and Looked After Children	May 2024	Complete but need to evidence impact
H7	Develop a health and wellbeing workstream and action plan to improve health outcomes for cared for children and care leavers. This workstream will include a care leaver ambassador to ensure the views of care experienced children and young people shape our priorities and service development.	Designated Nurse Safeguarding and Looked After Children	December 2024	On track
How we'll assess if we've addressed this area	<ul style="list-style-type: none"> • Waiting lists for children and young people's mental health services (CYPMHS). • Timeliness of annual health assessments, initial and review health assessments. 	What we will see when we've addressed this area	<ul style="list-style-type: none"> • Children and young people access children and young people's mental health services (CYPMHS) without delay. 90% of non-urgent referrals receive an assessment within 6 weeks. 90% wait no more than 6 weeks between assessment and treatment. • 90% annual health assessments will be completed within timescales. 	
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>				Impact Rating
Key improvement activities delivered this month				Grey
Emotional Health of Cared for Children <p>The Complex Needs Escalation and Support Tool (CNEST) was introduced within Children and Young People Mental Health Services (CYPMHS) this year. The use of the Complex Needs Escalation and Support Tool (CNEST) helps identify unmet needs in children and young people, enabling individualised care. This approach is now embedded within CYPMHS and efficiently facilitates the mobilisation of appropriate support to address diverse needs. Its multifaceted approach plays a vital role in mitigating hospital admissions, placement breakdown and averting custody situations. Each Wednesday a clinical meeting is attended by representative leads from all the areas of CYPMHS where children and young people who are rated red on the CNEST are discussed. A Red Case Oversight Group chaired by strategic clinical director and head of operations provides senior oversight of escalating needs, where there is increased risk of hospital admission, placement breakdown and other complex systemic challenges. There is senior operational and clinical leadership representation at the Cheshire West and Chester and Cheshire East Gateway.</p> <p>Current data shows for cared for children there is an average 3 week wait for first contact from point of referral, and this will be tracked monthly from this point as an additional marker has been added to the Patient Electronic Record to note cared for status.</p> <p>Cheshire and Wirral Partnership's (CWP's) Waiting Safely, Waiting Well policy details key principles that govern safe and supportive waiting for people waiting for services provided by Cheshire and Wirral Partnership NHS Foundation Trust (CWP) and whilst waiting to transition to other services, this includes transitions external and internal to CWP. Contained within the policy is the Wait List Validation and Harm Review Standard Operating</p>				

Procedure which has been devised to ensure that there is a clear process in place for children and young people referred to community CYPMHS that are waiting for assessment and/or intervention for all teams within Children Young People and Families care group. It highlights the importance of providing assurance on safe and well-led aspects related to waiting lists.

Greater Manchester ICB have now completed their scoping exercise regarding the health of unaccompanied asylum-seeking children and are now in the process of producing a number of recommendations on behalf of the North West region. This will include support for emotional health.

Health Assessments for Cared for Children

Weekly multi-agency meetings are continuing to take place to try to resolve barriers to attendance for health assessments. Where children have not attended within timescales, there is still effective multi-agency work to ensure these children are seen as quickly as possible, often in complex situations.

What impact we are achieving for children and young people

What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.

This quarter there appears to have been an increase in the number of children who are experiencing significant delays in their health assessments due to issues in obtaining the required legal paperwork such as parental consent. Additionally, some IHAs have not been able to go ahead because booked interpreters did not attend the appointment. This likely to impact on performance for Q2. Health and social care teams are working together to identify solutions to these issues, actions include developing a new information gathering process and developing the decliner pathway to ensure young people who decline a health assessment still receive a health action plan.

What our performance indicators show

Children and Young People's Mental Health Services (CYPMHS)

The average waiting times in July 2024 for a Choice Assessment were 10 weeks for South Cheshire and 6 weeks for East Cheshire (similar to the time of inspection).

Average Choice Assessment Waiting Times (in weeks)											
	2023			2024							
Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
0-18 South Cheshire	5	15	7	9	11	8	7	10	6	6	10

0-18 East Cheshire	5	7	3	7	6	9	6	4	5	3	6
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The waiting times in July 2024 for a Partnership Appointment were 9 weeks for South Cheshire (reduced from 18 weeks at the time of the inspection) and 10 weeks for East Cheshire (similar to the time of the inspection).

Average Partnership Appointment Waiting Times (in weeks)											
	2023			2024							
Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
0-18 South Cheshire	2	4	6	10	18	15	7	10	15	7	9
0-18 East Cheshire	11	5	4	9	12	23	7	8	10	13	10

The data is available at [Waiting times - Children and Young People's Mental Health Services :: Cheshire and Wirral Partnership NHS Foundation Trust \(mymind.org.uk\)](https://www.mymind.org.uk/Waiting-times-Children-and-Young-Peoples-Mental-Health-Services-Cheshire-and-Wirral-Partnership-NHS-Foundation-Trust)

Health Assessments for Cared for Children

2023/24 turnout data confirmed that 91% of cared for children had their annual health assessment. This an increase of 2% from 89% in 2022/23.

Additionally, 87% had their teeth checked by a dentist in 2023/24 which is an increase of 12% from 75% in 2022/23.

5. Education for Cared for Children

Section Lead		Head of Service for Inclusion		
What inspectors found		<ul style="list-style-type: none"> • Too many primary-aged children in care experience attendance issues as they move into secondary school. • Personal education plans (PEPs) 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 employment, education or training (NEET) does not begin early enough. 		
Ref	Action	Action Owner	Due by	Action Rating
ED1	Review attendance through education advisors' fortnightly attendance meetings and determine clear actions for young people to improve their attendance.	Head of Service for Inclusion	April 2024	Complete but need to evidence impact
ED2	Review the plans for those with lower than 50% attendance, in alternative provision, or not in full time education, in a forum chaired by a head of service, to ensure there are clear actions on what needs to happen and there is senior leader oversight of these young people.	Head of Service for Inclusion	April 2024	Complete but need to evidence impact
ED3	Hold multi-disciplinary team meetings for individual children and young people when required to improve attendance. These meetings develop a plan to improve attendance and continue to meet until attendance has improved.	Head of Service for Inclusion	April 2024	Complete but need to evidence impact
ED4	Improve the quality of PEPs through delivering training, ensuring we are ambitious for young people, targets are SMART, and there is a clear early planning for preparing young people for adulthood and securing EET. Involve young people in the development and delivery of the training to ensure the impact of a good quality PEP is clear.	Head of Service for Inclusion	Delivery from September - December 2024	On track
ED5	Review the PEP form to ensure that this supports improvement in areas where care experienced young people attain less well than their peers, for example reading.	Head of Service for Inclusion	September 2024	Complete but need to evidence impact

ED6	Report cared for children’s attainment against their peers within scorecards and performance reports to drive improved performance.			Head of Service for Inclusion	September 2024	Delayed
ED7	Audit young adults who are NEET at 20 and look what learning can be taken from their preparation for adulthood to improve our support.			Head of Service for Inclusion Service Manager for Care Leavers	August 2024	Delayed
ED8	Use the risk of NEET indicators (RONI) to identify which cared for young people in Year 11 are at risk of NEET and ensure that the right support is in place to support them into EET.			Area Delivery Manager Youth Support Service – NEET and Preparing for Adulthood	November 2024	On track
How we’ll assess if we’ve addressed this area		<ul style="list-style-type: none">• Percentage attendance for cared for children.• Educational outcomes for cared for children.• PEP audits will tell us about the quality of PEPs and impact, and how well they support preparation for adulthood and prevent young people becoming NEET.• Percentage of PEPs that are good or better quality.• Percentage of young people in care in Year 12 and 13 that are NEET.		What we will see when we’ve addressed this area	<ul style="list-style-type: none">• 95% attendance for all cared for children• Educational outcomes for cared for children are good and in line with their peers.• Cared for young people are well prepared for adulthood.• Identifying children and young people who are at risk of NEET begins early and helps to prevent them becoming NEET.• 95% of PEPs are graded as good or better• 90% of young people in care in Year 12 and 13 are EET.	
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>						Impact Rating
Key improvement activities delivered this month						Grey
Each day a report is sent to the heads of service for social care outlining all cared for young people with unauthorised absence to ensure there is oversight and support in place for these young people. Our quality assurance document for personal education plans (PEPs) has been finalised. Quality assurance of 10% of all cases from the summer term has been completed. This found that our areas for improvement are including the child’s voice and setting SMART targets. These findings have been fed back to our advisors and has informed training for designated teachers, which took place on 20 September and 1 October. This training will support improved quality PEPs with a specific focus on SMART targets and pupil premium+. Our next steps will be to quality assure						

the Autumn term PEPs of the training attendees to monitor the impact of this training. We have scheduled audit activity which will incorporate different themes across all ages from early years to post 16.

The PEP form has been reviewed and updated. It asks for all data available on the young person to be added so that we can keep an accurate log of their performance against national expected levels of attainment and progress. The new PEP form has now been developed within our case management system (LiquidLogic) as of 16 September. The new form was presented to designated teachers at the PEP training sessions. A working group of designated teachers, social workers, and IROs will pilot our new PEP form during the Autumn term. Once we have feedback from this pilot we will make any final amendments and then roll this out to all designated teachers for statutory school age children as of Spring 2025.

Meetings have taken place with our internal data team and the North West data lead to review current data collection and develop an action plan for further developing data reporting based on good practice. We are working to develop our current data reporting following this year's summer examinations. This is currently in progress and will be in place following national validation of data in November.

A working group is established around NEET. Members undertook audits during August, however further work was required to refine the audit process. A further audit using a refined tool which has been agreed by the group will take place in October.

RONI (risk of NEET indicator) and RODI (risk of disengagement indicator) Workstream 2 is in place with an established core group of members acting as part of a multidisciplinary team. A new BI report has been completed identifying all young people and allocating a RONI weighting score. Information is currently being shared with schools on those at risk of NEET or disengagement. Meetings with virtual school advisers have been scheduled in to review the progress of each young person who is identified as RONI. Termly meetings have been arranged between the virtual school and youth support as a coordinated approach to collaboratively look at this cohort of young people to ensure the appropriate intervention and support is in place.

What impact we are achieving for children and young people

What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.

During our training sessions with our schools and settings, two of our children and young people attended to present and share information on their current education, their journey and experiences. This also included information on their PEP and the importance of being involved in this plan, and the impact this had on them.

What our performance indicators show

Cared for attendance for pupils in reception to year 6 was 96% from 2 September – 4 October. Attendance for cared for is lower for those in years 7 to 11 at 83.8%.

6. Workforce

Section Lead		Director of Family Help and Children’s Social Care			
What inspectors found		<ul style="list-style-type: none">• Frequent changes in social workers impact on the quality of relationships and the progress of plans for some children, leading to delay.• Too many children have experienced changes in social worker, which means they must retell their story, and this prevents them from being able to build trusting relationships.• The impact of multiple social workers and IROs on care planning has resulted in drift and delay for some children in achieving permanence.			
Ref	Action	Action Owner	Due by	Action Rating	
W1	Review capacity across children’s social care and supporting services to deliver the improvement plan and develop a costed proposal to the Children and Families Committee.	Director of Family Help and Children’s Social Care	July 2024	Complete but need to evidence impact	
W2	Assess demand to the care leavers service and determine what capacity is needed to support allocation at 15 years 9 months and to increase support to care leavers aged 21+.	Service Manager Care Leavers	July 2024	Complete but need to evidence impact	
W3	Review capacity across the two IRO teams to look at how we can create dedicated time for supporting and driving improved outcomes for care leavers.	Head of Service Children’s Safeguarding and Quality Assurance	July 2024	Complete but need to evidence impact	
W4	Reestablish a workforce, recruitment and retention group for children’s social care.	Director of Family Help and Children’s Social Care	September 2024	Complete but need to evidence impact	
W5	Refresh the recruitment and retention strategy.	Head of HR Principal Social Worker	December 2024	On Track	
W6	Develop and launch a refreshed recruitment campaign to attract high quality practitioners and managers to Cheshire East.	Head of HR Principal Social Worker	January 2025	On Track	

W7	Develop reporting on caseloads specific to each service on what we would expect to see to support effective oversight.	Director of Family Help and Children's Social Care Business Intelligence Manager	August 2024	Complete but need to evidence impact
W8	Launch a level 7 apprentice scheme (a masters equivalent programme, so a shorter programme than our current BA equivalent level 6 apprenticeships) to supplement our current scheme supporting people to train as social workers with Cheshire East.	Principal Social Worker	To start in March 2025	On track
W9	Seek practitioners' views on the support they receive to deliver good practice, workloads, and progress to date, through the practice review audits, elected member frontline visits, and walking the floor.	Executive Director of Children's Services	Quarterly review	On track
W10	Keep the children's workforce updated on developments around the inspection findings through the monthly children's newsletter and monthly talk together sessions with the DCS to ensure there is a joined up approach to improvement.	Executive Director of Children's Services	Quarterly review	On track
W11	Seek children, young people and families' views of the support they have received through our audit process.	Head of Service Children's Safeguarding and Quality Assurance	Monthly	Complete but need to evidence impact
How we'll assess if we've addressed this area	<ul style="list-style-type: none"> Monthly practice review audits will tell us about the quality of practice across all service areas and include feedback from children and families on their relationships with their workers. Caseload data. The percentage of social worker vacancies and the percentage turnover rate for social workers. 	What we will see when we've addressed this area	<ul style="list-style-type: none"> Social workers build effective and trusting relationships with children and families, which supports improved outcomes for children and young people. 90% young people tell us that they trust their social workers. Teams are stable, meaning children and young people don't experience frequent changes in social worker or IROs. Average caseloads are 15 for AYSEs, 20 for cared for, and 22 for CINCP. 80% practitioners tell us that their caseloads are manageable and they feel well supported by managers. 	
Impact to date <i>Our assessment of where we are in relation to what the inspectors found</i>				Impact Rating
Key improvement activities delivered this month				Grey

<p>Eight of the 13 additional posts to support improvement activity have been filled (4 social workers, 3 PAs, and a project manager for 18-25 accommodation work). Recruitment is underway for the 5 other posts, 2 of which had the recruitment extended due to a lack of suitable candidates.</p> <p>The Children's Workforce Strategy Group started on 9 September 2024 to improve recruitment and retention in social care. The workforce task and finish group is refreshing the current recruitment and retention strategy which will be aligned to the corporate workforce strategy. Work is underway on a new recruitment campaign, including videos and social media, with a targeted approach to experienced social workers. These resources have been finalised for consideration at the Task and Finish Group meeting on 16 October 2024. They will be launched for subsequent recruitment campaigns from this date.</p> <p>The Chief Executive announced the launch of our improved employee offer which includes an employee benefits platform as of 4 October 2024.</p> <p>A new cohort of social work degree apprenticeships is in place for September 2024.</p> <p>Reporting on caseloads is now in place within Power BI enabling senior manager oversight of workload pressures, and the headlines are reported to the board within the workforce report.</p> <p>An expression of interest has gone out to internal candidates week commencing 30 September for the level 7 apprentice scheme. Interviews are planned to take place week commencing 11 November.</p>	
<p>What impact we are achieving for children and young people</p> <p><i>What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.</i></p>	
<p>Our good practice alerts recognise some of the strong relationships that are in place between children, young people, families and practitioners. However we know some children and young people experience too many changes in worker which impacts on their ability to build relationships and feel supported.</p>	
<p>What our performance indicators show</p>	
<p>Information on caseloads and further detail on workforce is included within the workforce report.</p>	

Chapter 3

1. Actions from internal assessment activities from September 2024

Section Lead				
Areas for improvement		•		
Ref	Action	Action Owner	Due by	Action Rating
	Source:			
How we'll assess if we've addressed this area	•	What we will see when we've addressed this area	•	
Impact to date <i>Our assessment of where we are in relation to the areas for improvement</i>				Impact Rating
Key improvement activities delivered this month				

What impact we are achieving for children and young people

What our quality assurance activity tells us – including audits, surveys, feedback from children, young people and families, and feedback from our workforce. Include any risks or if any new actions have been identified.

What our performance indicators show

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OPEN

Children and Families Committee

11 November 2024

Dedicated Schools Grant Management Plan 2024/25 to 2030/31 Update

Report of: Theresa Levey, Director of Children's Services

Report Reference No: CF/34/24-25

Ward(s) Affected: All Wards

Purpose of Report

- 1 To provide all members with an update of the Dedicated Schools Grant (DSG) management plan for the period 2024/25 to 2030/31 to reflect the financial outturn position and the reduced growth of Education, Health and Care plans (EHCP) numbers as at 31 March 2024.

Executive Summary

Cheshire East DSG Management Plan

- 2 The DSG management plan has been reprofiled to take in to account of the reduced growth of EHCP numbers (13.5% EHCP growth - 5.5% lower than anticipated) and a considerably lower deficit position than forecast on 31 March 2024 (£10 million reduction in the deficit position – giving a position of £79 million).
- 3 The overall strategy remains the same, of RIGHT SUPPORT, RIGHT PLACE, RIGHT TIME.
- 4 Elements of the plan include increased specialist provision. The timely opening of the provisions is reliant on circumstances which maybe out of our control and therefore carry a risk, such as delivering by the Department of Education, planning approvals and public consultations. Increased specialist provision include:
 - (a) a new free special school, which will be delivered by the Department of Education (DfE)

- (b) Additional special school satellite sites
- (c) Additional resource provisions/SEN units within mainstream schools

- 5 The table below shows the reprofiled forecast of the cumulative deficit position, both unmitigated and mitigated and the impact of mitigations.
- 6 The reprofiled mitigated cumulative forecast deficit position is £236.7 million, despite mitigations amounting to £836.3 million.
- 7 The mitigated deficit position in 2030/31 has reduced from £284.8 million to £236.7 million, a £48.1 million reduction.

	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	£m	£m	£m	£m	£m	£m	£m
Unmitigated cumulative deficit	132.6	208.7	310.8	443.8	612.2	820.0	1073.0
Mitigated cumulative deficit	120.1	159.2	190.7	213.9	229.5	237.3	236.7
Impact of mitigations	-12.5	-49.5	-120.1	-229.9	-382.7	-582.7	-836.3

- 8 As previously reported, without support from the DfE/DLUHC we are unable to address the cumulative deficit position which is currently held in the statutory accountancy override.
- 9 Further detail of the mitigations and financial forecast can be found in Appendix 1.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Note the DSG Management plan for 2024/25 to 2030/31 (approved by Children and Families Committee on 29 April 2024) has been reprofiled/re-cast to reflect the lower number of Education, Health, and Care plans and the lower deficit position as recorded on 31 March 2024.
2. Note the impact of the reprofiling:
 - a. an in year balanced position by year 7 is still achievable
 - b. a reduced forecast deficit reserve position of £1.07 billion unmitigated and £236.7 million mitigated by the end of March 2031
3. Note the mitigations within the original plan remain in place (approved by Children and Families Committee on 29 April 24).

4. Note the reprofiled DSG management plan has been sent to the Department of Education, to advise of the achievements to date and to demonstrate the impact of the reduced deficit position at 31 March 2024 and the reduced number of EHCPs at January 2024, compared with the original forecast.

Background

DfE Safety Valve Intervention Programme

- 10 The Safety Valve programme is a DfE Dedicated Schools Grant (DSG) deficit intervention which recognises the nationwide issues with the funding of special educational needs.
- 11 The aim of the Safety Valve intervention programme is to agree a package of reform to improve the performance of local authorities' high needs systems and to ensure it is delivered in a sustainable way, for the benefit of children and young people, whilst bring DSG deficits under control.
- 12 The programme requires local authorities to develop substantial plans for reform to their high needs systems and associated spending, with support and challenge from the department, to rapidly place them on a sustainable footing. The authorities will be held to account for their reform and deficit reduction targets via regular reporting to the DfE. The DfE will help the local authorities with additional funding over time to contribute to their historic deficits, contingent on delivery of the reforms.
- 13 To be accepted into the programme the local authorities are required to:
 1. Produce a detailed plan to re-balance the Special Education Needs system and to reach a balanced DSG in year budget as soon as possible.
 2. Demonstrate how the local authority will contribute to the reduction of the historic deficit.
 3. Demonstrate how the local authority will ensure that the plan is deliverable, how it will be managed as it is implemented, and how this plan will improve support for children and young people with SEND. This includes agreeing who will be responsible for the ongoing monitoring of progress towards the agreement.

4. Provide a clear explanation of the financial support Cheshire East needs from the DfE to eliminate the historic deficit over the period of the agreement. This could include, if necessary, a request for some funding to help implement the proposal, as well as funding to eliminate the deficit directly, although it is not expected this will constitute a significant element of the total financial support requested.
- 14 If an agreement is reached, local authorities are held to account for the delivery of their plans via quarterly reporting to the Department.
- 15 There are now 38 local authorities who have safety valve agreements in place.
- 16 Cheshire East submitted their DSG management plan on 12 January 2024 along with a capital bid.
- 17 Cheshire East have not been able to demonstrate point 2 above; demonstrate how the local authority will contribute to the reduction of the historic deficit.
- 18 Cheshire East received a letter on 13 March 2024 from the DfE providing an update on Cheshire Easts Safety Valve negotiations.
- 19 Ministers decided that they are unable to enter into an agreement with Cheshire East at this time.
- 20 A meeting with the DfE and DLUHC took place on 20 March 2024. Both Departments resolved to continue to engage with Cheshire East and were clear that Cheshire East have not been rejected and will be subject to ongoing scrutiny and support.

Cheshire East Reprofiled DSG Management Plan

- 21 The DSG management plan provides a reprofiled forecast for both an unmitigated position and a mitigated position.
- 22 The unmitigated financial forecast is the do-nothing position. Whereas the mitigated financial forecast includes carefully considered interventions. Cumulatively mitigations are forecast to amount to £836.1 million.
- 23 The unmitigated forecast position for 2030-31 shows total expenditure of £321.6 million against an expected grant of £68.6 million, resulting in an in-year deficit of £253 million and a total deficit reserve position of £1.07 billion.

- 24 The mitigated forecast position for 2030-31 shows total expenditure of £70.1 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 £236.7 million.
- 25 The reprofiled mitigated deficit position in 2030/31 has reduced from £284.8 million to £236.7 million, a £48.1 million reduction.

Mitigations

- 26 All the mitigations within the plan have the strategic aim of RIGHT SUPPORT, RIGHT PLACE, RIGHT TIME, which is the main focus of the recent DfE Special Educational Needs and Disabilities (SEND) and Alternative Provision (AP) Improvement Plan.
- 27 Details of the mitigations have previously been reported along with progress updates. Appendix 1 of this report provides a reminder of the mitigation areas.

Safety Valve additional capital bid

- 28 Cheshire East have been awarded £16.6 million to support specialist provision expansions which are included in and integral to the delivery of the DSG management plan.
- 29 All proposals within the capital bid will be subject to public consultation and the usual approval processes.

Consultation and Engagement

- 30 As reported to Children and families committee on 16 September 2024, the new single SEND and AP Strategy and Improvement Plan will incorporate all mitigations identified in the DSG Management Plan that are required over the next 3 years (noting that the DSG Management Plan is a 7 year plan) and will clearly pull together and outline in a single document all of the improvement work to be carried out by the SEND Partnership over the next 3 years. In doing so, we will remove any confusion regarding multiple SEND improvement action plans and positively focus our resources in order to achieve successful improvements at pace.
- 31 We have continued to update schools and settings on progress and deliver key updates as part on-going network meetings, such as Schools Forum, head teacher network sessions both primary, secondary and Special/AP, SEND conferences and governor forums.
- 32 The SEND Partnership will ensure partners are aware of the issues and part of the design of any solutions.

Reasons for Recommendations

- 33 In line with the issues being seen nationally, expenditure on pupils with SEND is increasing significantly as a result of higher demand and complexity.
- 34 This increase exceeds the DfE's funding allocations and has led to the council's DSG reserve being in a deficit position of £79 million as of 31 March 2024. This is forecast to be £120 million by 31 March 2025. The expectation is that the deficit will continue to increase and cannot be recovered in the medium term under current expenditure and income forecasts.
- 35 The DSG Management Plan will enable Cheshire East to:
- comply with paragraph 5.2 of the DSG: conditions of grant 2025 to 2025 [DSG: conditions of grant 2024 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/dsg-conditions-of-grant-2025-to-2025)
 - monitor how DSG funding is being spent,
 - highlight areas where local authorities may wish to review spending,
 - form evidence-based and strategic future plans for the provision of children and young people with SEND,
 - present complex funding information simply to schools forums and other external stakeholders.
- 36 The pressures on the DSG addressed through this management plan will also reduce the risk of future overspend on base budget of the SEND team, the Education Psychologists team and on school transport.

Other Options Considered

- 37 The table below sets out the issues:

Option	Impact	Risk
Do nothing (not produce a management plan)	This is not acceptable as the DfE has made completion of a DSG management plan compulsory under certain criteria which the council has met.	The council would not be demonstrating commitment to managing the issues.

Subsidise DSG from other local funding sources	This may help to reduce the DSG deficit but increase pressure on other areas which were not intended to fund high needs. This is unlikely to address the extent of the budget pressure.	The true high needs funding gap is not recognised and there are unaffordable pressures on other budgets or the council's general reserves.
Not develop mitigations	The council would be leaving itself in an unacceptable position in terms of overall reserves and not demonstrating a commitment to manage the DSG reserve deficit.	The council would be reliant on the DfE meeting the full ongoing costs of the DSG Deficit which is unlikely to happen.

Implications and Comments

Monitoring Officer/Legal

- 38 The legal implications and comments remain as stated in the previous reports on this matter. This report provides a further update as requested at the meeting on 3 June 2024 and is intended to provide members with ongoing oversight and assurance regarding the plan and actions associated with the DSG deficit.
- 39 It should be noted that the financial position upon which the previously agreed plan was profiled has been reprofiled, providing for an improved position regarding the deficit at this stage.

Section 151 Officer/Finance

Accounting Override – Dedicated Schools Grant adjustment account (England)

- 40 The council holds usable and unusable reserves on the balance sheet. Usable reserves are cash backed whereas unusable reserves are not.

Examples of unusable reserves are pensions and the revaluation of land and buildings.

- 41 In April 2020 Ministry of Housing, Communities and Local Government (MHCLG) introduced new legislation to switch the DSG deficit reserve from a usable to an unusable reserve and allowed the creation of an adjustment account on the balance sheet.
- 42 When MHCLG set up the accounting override it prevented local authorities from funding a DSG deficit from General Funds without the permission of the Secretary of State. It was made clear to council treasurers that this override was in place to allow time to find suitable arrangements to address the issue.
- 43 The current override has been extended and will now end on 31 March 2026, unless further extensions are announced. Without the override the size of the negative reserve for council expected as of 31 March 2026 would present a financial stability issue for the 2026/27 financial year. The council does not have sufficient reserves to be able to cover the cost of the cumulative deficit if the override is removed.
- 44 The size of the deficit has negative cash flow implications for the council, as we are spending more money than we receive. This results in revenue interest costs linked to the cost of borrowing.
- 45 The 2023/24 closing DSG balance was lower than in the original management plan, and the end of 24/25 balance is also forecast to be lower. This is positive for both the delivery of the plan as well as for the financial impact of interest costs. The impact on the council's revenue costs through the cost of interest in 2023/24 was around £2.6 million and is forecast to be in the region of £5 million in 2024/25. This cost will increase annually as the DSG cumulative deficit continues to increase.
- 46 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.
- 47 The council applied for Exceptional Financial Support (EFS) to the Secretary of State for Levelling Up. This application included a request to be able to capitalise the estimated cost of interest on the DSG deficit for years 2023/24 and 2024/25, which is now estimated to be £7.6 million.
- 48 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

- 49 Local authorities are under a duty to ensure sufficiency of school places in their area (section 14 of the Education Act 1996).
- 50 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.
- 51 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.
- 52 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>

- 53 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.

An open and enabling organisation	A council which empowers and cares about people Support all children to have the best start in life. Increase opportunities for all children and young adults with additional needs. Ensure all children have a high quality, enjoyable education that enables them to achieve their full potential	A thriving and sustainable place Reduce impact on the environment. Thriving urban and rural economies with opportunities for all Be a carbon neutral council by 2025
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Equality, Diversity and Inclusion

- 54 An Equality Inclusion Assessment has been completed previously for the DSG Management Plan, this is available on the website.
- 55 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

- 56 A SEND Transformation team is currently being created to drive forward the programme of mitigations required to achieve financial sustainability in the future.

Risk Management

- 57 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.
- 58 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.
- 59 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.

60 The council continues to make payments to settings but it is not able to fund them from the overall resources it has available.

61 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

62 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)

63 The council has approved its Children's Vision which contains a priority around children with additional needs.

64 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.

65 As reported at the Children and Families Committee on 16 September 2024, a new single SEND and Alternative Provision (AP) Strategy and Improvement Plan 2025-27 (which will incorporate mitigations identified in the Dedicated Schools Grant Management Plan during this time period) is being developed.

Public Health

66 There are no direct implications for public health.

Climate Change

67 Many pupils are educated out of borough at high costs and with long travel journeys.

68 Where possible systems that save on energy consumption will be considered, particularly for electricity.

69 Any internal works required to update buildings to make them fit for purpose will include a comprehensive review of the impact on climate factors.

70 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:	<p>Claire Williamson</p> <p>Director of Strong Start, Family Help and Integration and SEND</p> <p>Claire.williamson@cheshireeast.gov.uk</p>
Appendices:	<p>There is 1 appendix to this report:</p> <p>Appendix 1 – Reprofiled DSG management plan</p>
Background Papers:	<p>DSG Management Plan 2024/25 to 2030/31 and appendix – C&F Committee 29 April 2024 - CEC Report Template (cheshireeast.gov.uk)</p> <p>Appendix 1 - Safety Valve DSG Management Plan.pdf (cheshireeast.gov.uk)</p> <p>Update on the progress of the DSG Management Plan 2024/25 to 2030/31 (Quarter 1) – C&F Committee 16 September 2024 CEC Briefing Report Template (cheshireeast.gov.uk)</p> <p>Revised SEND Partnership and Governance - C&F Committee 16 September 2024 - 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</p>

	schools grant: very high deficit intervention - GOV.UK (www.gov.uk) DSG grant conditions 2024 to 2025 - DSG: conditions of grant 2024 to 2025 - GOV.UK (www.gov.uk)
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Appendix 1

Summary of Cheshire East Council Reprofiled DSG Management Plan 2024/25 to 2030/31

Introduction

1. This appendix provides a summary of the council's reprofiled Dedicated Schools Grant (DSG) Management Plan for the period 2024/25 to 2030/31, which has been shared with the DfE Safety Valve intervention programme on 4 October 2024.
2. The DSG management plan has been reprofiled to take in to account of the reduced growth of EHCP numbers (13.5% EHCP growth - 5.5% lower than anticipated) and a considerably lower deficit position than forecast on 31 March 2024 (£10.1m reduction in the deficit position – giving a position of £79m).
3. Mitigations have been updated to reflect any update information and intelligence. For example, the timing of new specialist provision.
4. Forecast are based on the January 2024 education, health and care plan (EHCP) numbers from the SEN2 statutory return.
5. The DSG Management Plan is based on a very detailed spreadsheet template issued by the DfE. This Appendix provides a summary.
6. The DSG management plan provides an unmitigated and mitigated forecast for the period 2024/25 to 2030/31.
7. Where changes to provision are identified they remain subject to necessary consultations, sufficient capital funding where applicable and local approval.
8. The Management Plan is based on average costs for the placement of additional pupils. This has to be used for modelling as the destination of each new child and their needs cannot be determined at this stage.
9. The average costs of provision ranges from £7,593 for a pupil supported in mainstream to £25,000 for a special school to over £64,000 for independent specialist provision.
10. The High Needs Allocation for 2024-25 is £57.5 million

Provision Types

11. Children and young people with an EHCP are supported in a variety of education setting types:

- Mainstream schools and early years setting
- Further education colleges (FE)
- Enhanced Mainstream Provision (EMP) – within a mainstream school
- Resource Provision (RP) – within a mainstream school
- Special Schools – maintained, academy, free schools, independent both within and outside of Cheshire East
- Non-maintained special schools, Independent special schools and Specialist post 16 institutes (NMSS/ISS/SPIs)
- Alternative provision (AP)

EHCP Data Analysis

12. The number of EHCPs in the system has increased by 547 during the year, bringing the total of EHCPs as of January 2024 to 4,576. This represents a growth in the total of EHCPs of 13.6% compared with 18% the previous year. This included 715 first/new EHCPs.

13. National growth as at January 2024 is 11.4%, in the previous year this level of growth was been 9.3%.

14. It is difficult to identify trends from the table below. We can see that the placement of children and young people within the independent sector has increased at considerably different rates; 30% 2022, 62% 2023 and 12% 2023.

All EHCPs by provision type	Jan-22	EHCP Increase	% Increase	Jan-23	EHCP Increase	% Increase	Jan-24	EHCP Increase	% Increase
Mainstream schools inc. Nursery/PVI	1,830	261	17%	2,084	254	14%	2,368	284	14%
RP	88	-6	-6%	132	44	50%	148	16	12%
LA Special	706	44	7%	778	72	10%	817	39	5%
Special Independent schools + SPIs and NMSS (pre & post 16)	337	78	30%	545	208	62%	613	68	12%

AP/Pupil Referral Unit (PRU)	11	2	225	19	8	73%	19	0	0%
FE/Post 16	440	99	29%	471	31	7%	611	140	30%
Total	3,412	478	16%	4,029	617	18%	4,576	547	13.6%

15. The table below shows the number of new/first EHCPs issued in the calendar year 2023. The number of new/first EHCPs issued reduced by 3.64% compared with EHCPs issued in 2022 (The increase of first EHCPs in the calendar year 2022 was 13.5% on the previous year).

16. National growth as at January 2024 is 26.6%. [Education, health and care plans, Reporting year 2024 - Explore education statistics - GOV.UK \(explore-education-statistics.service.gov.uk\)](https://www.gov.uk/explore-education-statistics) “With regards to new EHC plans in particular, we have seen a large increase compared to last year’s figures (7.3%). Based on historic data trends, we expect some of this increase to be reflective of the number of new plans, however some is expected to be as a result of improved data quality and coverage”.

NEW/FIRST PLANS by Provision	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%

Forecasting Children with an Education Health and Care Plan (EHCP)

17. The council has to submit a SEN 2 return in January each year setting out the latest information on EHCP numbers. The data from the January 2024 SEN2 return is the basis for forecasting in this plan.

- The table below shows the original DSG management plan forecast position, compared with the SEN2 January 2024 outturn position. At the end of 2023/24, there were 196 less EHCPs than anticipated, representing a growth of 13.6% compared to the previous year. This shows that the outturn was better than forecast, overall by 4%. The biggest variance relates to non-maintained special schools, independent special schools and post 16 specialist institutes, this area is also responsible for the significantly lower deficit position.

Type	Original forecast 2023/24	SEN2 Jan 24	Variance	Variance %
Mainstream	2,460	2368	-92	-4%
RP / SEN Units	156	148	-4	-5%
Special Schools	828	817	-11	-1%
NMSS & Independent	757	613	-144	-19%
AP/Pupil Referral Unit (PRU)	19	19	0	0%
FE/Post 16	556	611	55	10%
Total EHCPs	4,776	4,576	-200	-4%

18. The reprofiled DSG management plan and associated EHCP forecasts have been based on the SEN2 Jan 24 EHCP data.

19. Prior to the Safety Valve programme involvement, previous versions of the DSG management plan, forecast the unmitigated number of EHCPs by using a flat rate increase of number plans each year. Following discussions and seeking advice from DfE Safety Valve colleagues, we have used a percentage increase each year to represent the growth of future EHCPs. The percentage reduces each year until it reaches 11% increase, which is the national level of EHCP growth seen in 2023 (January 24 SEN2 data).

- 20.** The two tables below show the original forecasts (submitted to the Safety Valve programme in December 2023) and the reprofiled forecast (September 2024) for both unmitigated EHCPs and mitigated EHCPs. The main differences between the two versions are: the level of growth of the unmitigated forecast (due to the change of growth national this has been increased to 11% from 10%), and the number of EHCPs at the start (2023/24) is 200 EHCPs lower than originally forecast.
- 21.** The mitigated EHCP forecast, shows that there will inevitably be growth in the first couple of years but the level of EHCPs will decline over the later years of the plan and the proportions of EHCPs in provision types will differ. Ensuring that children and young people are placed in the right type of provision has a significant impact on the overall affordability and sustainability of the financial forecast and will allow services to be provided within budget.
- 22.** In terms of EHCP numbers, the original submission and the reprofiled forecast are similar. In year 7 (2030/31), we expect to have 99 fewer plans if all mitigations are implemented and are successful.

Original submission December 2023	Forecast 2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Unmitigated	4,776	5,484	6,247	7,051	7,892	8,756	9,626	10,585
Mitigated	4,776	5,164	5,300	5,240	5,197	5,061	4,769	4,413
% Unmitigated growth of EHCPs	19%	15%	14%	13%	12%	11%	10%	10%
% Mitigated growth of EHCPs	19%	8%	3%	-1%	-1%	-3%	-6%	-7%
Impact of mitigations		-320	-947	-1,811	-2,695	-3,695	-4,857	-6,172

Reprofiled September 2024	Jan 24 SEN2	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Unmitigated	4,576	5,216	5,941	6,713	7,581	8,489	9,422	10,455
Mitigated	4,576	4,937	5,115	5,138	5,014	4,815	4,643	4,314
% Unmitigated growth of EHCPs	13.6%	14%	14%	13%	13%	12%	11%	11%
% Mitigated growth of EHCPs	13.6%	8%	4%	0%	-2%	-4%	-4%	-7%
Impact of mitigations		-279	-826	-1,575	-2,567	-3,674	-4,779	-6,141

Unmitigated Forecasts

23. The tables below show the unmitigated forecasts for both the original submission and the reprofiled submission split between provision type. As previously mentioned, the two forecasts are similar but the profiles of where pupils are placed are slightly different, which does impact on the financial forecasts.

Original Submission December 2023

Original Submission December 2023		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	Unmitigated Forecast							
Type	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Mainstream	2,460	2,828	3,225	3,643	4,079	4,529	4,981	5,480
RP / SEN Units	156	156	156	156	156	156	156	156
Special Schools	828	828	828	828	828	828	828	828
NMSS & Independent	757	1,013	1,291	1,583	1,889	2,202	2,518	2,866
AP/Pupil Referral Unit (PRU)	19	19	19	19	19	19	19	19
Post 16 & FE	556	640	728	822	921	1,022	1,124	1,236
Total EHCPs	4,776	5,484	6,247	7,051	7,892	8,756	9,626	10,585
	19%	15%	14%	13%	12%	11%	10%	10%

Reprofiled September 2024

Reprofiled September 2024		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	Unmitigated Forecast							
Type	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Mainstream	2,368	2,699	3,076	3,477	3,929	4,400	4,884	5,420
RP / SEN Units	148	148	148	148	148	148	148	148
Special Schools	817	815	815	815	815	815	815	815
NMSS & Independent	613	837	1,088	1,355	1,655	1,970	2,293	2,651
AP/Pupil Referral Unit (PRU)	19	19	19	19	19	19	19	19
Post 16 & FE	611	698	795	899	1,015	1,137	1,263	1,402
Total EHCPs	4,576	5,216	5,941	6,713	7,581	8,489	9,422	10,455
	13.6%	14%	14%	13%	13%	12%	11%	11%

Mitigations

24. The mitigations focus on:

- Supporting mainstream schools to adopt inclusive practice to enable more children and young people to remain in mainstream settings where appropriate, and embedding a graduated approach which sets clear guidance on support that should be available in mainstream settings.
- Strengthening 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.
- Strengthening 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.
- Expanding specialist provision within the LA appropriately in order to meet the needs of children and young people within the authority.
- Securing collaboration and financial commitment from partner agencies where appropriate, ensuring health partners make adequate contributions to provision.
- Developing and implementing a clear planning and decision-making process for placements, in line with the sufficiency strategy.
- Strengthening oversight and contracting with independent and non-maintained schools to ensure value for money, including reviewing approval routes of expensive placements.
- Strengthening the EHCP annual review process so EHCPs can be stepped down where children and young people's needs have been met appropriately and we can appropriately celebrate success.
- Reviewing and developing a clear SEND financial strategy that ensures case level decision making is strategic and appropriate.

Mitigated Forecasts

25. The mitigated forecast has been produced by using the unmitigated forecast and applying mitigations. Mitigations have been adjusted since the original submission to recognise any information/intelligence previously not known. For example, profiling of new special school places.

**Original Submission
December 2023**

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	Mitigated Forecast							
Type	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Mainstream	2,460	2,649	2,735	2,641	2,612	2,488	2,257	1,925
RP / SEN Units	156	172	254	308	335	362	389	409
Special Schools	828	922	1,016	1,116	1,206	1,266	1,286	1,306
NMSS & Independent	757	814	652	507	354	239	120	53
AP/Pupil Referral Unit (PRU)	19	19	19	19	19	19	19	19
Post 16 & FE	556	588	624	649	671	687	698	701
Total EHCPs	4,776	5,164	5,300	5,240	5,197	5,061	4,769	4,413
		8%	3%	-1%	-1%	-3%	-6%	-7%

Reprofiled September 2024

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	Mitigated Forecast							
Type	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Mainstream	2,368	2,546	2,647	2,656	2,465	2,260	2,106	1,855
RP / SEN Units	148	180	263	366	401	401	401	401
Special Schools	817	927	994	1,056	1,132	1,208	1,276	1,276
NMSS & Independent	613	639	532	360	295	207	121	54
AP/Pupil Referral Unit (PRU)	19	19	29	39	49	59	59	59
Post 16 & FE	611	626	650	661	672	680	680	669
Total EHCPs	4,576	4,937	5,115	5,138	5,014	4,815	4,643	4,314
		8%	4%	0%	-2%	-4%	-4%	-7%

26. The tables below detail the reprofiled non-cumulative growth/decrease required each year by provision type (Table 1: EHCP numbers and Table 2: percentage change in EHCPs)

27. By 2026/27 we are aiming to have 0% growth in EHCPs, followed by a target of negative growth in the remaining years to 2030/31.

Reprofiled September 2024

Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7

	Mitigated Forecast							
Type	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Mainstream	284	179	101	9	-191	-205	-154	-251
Special Schools	16	112	67	62	76	76	68	0
RP / SEN Units	39	28	83	103	35	0	0	0
NMSS & Independent	68	24	-107	-172	-65	-88	-86	-67
Hosp Schools / AP	0	0	10	10	10	10	0	0
Post 16 & FE	140	14	24	11	11	8	0	-11
Total EHCPs	547	357	178	23	-124	-199	-172	-329

Reprofiled September 2024		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	Mitigated Forecast							
Type	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Mainstream	14%	8%	4%	0%	-7%	-8%	-7%	-12%
RP / SEN Units	15%	18%	46%	39%	10%	0%	0%	0%
Special Schools	5%	14%	7%	6%	7%	7%	6%	0%
NMSS & Independent	13%	4%	-17%	-32%	-18%	-30%	-42%	-55%
Hosp Schools / AP	0%	0%	53%	34%	26%	20%	0%	0%
Post 16 & FE	30%	2%	4%	2%	2%	1%	0%	-2%
Total EHCPs	13.6%	8%	4%	0%	-2%	-4%	-4%	-7%

Financial Summary of the Reprofiled DSG Management Plan

28. The DSG reserve deficit balance is £78.7 million at 31 March 2024.

29. The high needs funding has been forecasted using DfE guidance as 3% growth each year.

- 30.** The tables below summarise the financial forecast in the DSG management plan for both the unmitigated position and the mitigated position along with the difference between the two. The forecasts are broken down over provisions types and detail the expenditure, DSG income, school block transfer, the in year deficit position, the deficit reserve brought forward from the previous year, resulting in the total deficit reserve position.
- 31.** The unmitigated financial forecast is without mitigations, the do-nothing position. Whereas the mitigated financial forecast includes mitigations which are detailed within the Safety Valve Project Initiation Documents (PIDs) Interventions – mitigations section in this appendix. Cumulatively mitigations are forecast to amount to £836.3 million.
- 32.** The unmitigated forecast position for 2030-31 shows total expenditure of £321.6 million against an expected grant of £68.6 million, resulting in an in-year deficit of £253 million and a total deficit reserve position of £1.07 billion.
- 33.** The mitigated forecast position for 2030-31 shows total expenditure of £70.1 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 £236.7 million.

	UNMITIGATED FORECAST						
Provision Type	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	£m	£m	£m	£m	£m	£m	£m
Mainstream	24.2	27.4	30.4	33.8	37.4	41.2	45.2
Resource Provision	2.8	2.8	2.8	2.8	2.8	2.8	2.8
Special Schools	19.5	19.5	19.5	19.5	19.5	19.5	19.5
NMSS & Independent Special Schools	52.2	72.1	95.8	123.8	156.2	192.5	234.3
FE Colleges	7	7.9	9	10.1	11.4	12.6	14
Alternative Provision	3.6	3.6	3.6	3.7	3.7	3.7	3.7
Sensory & SALT	2.1	2	2	2.1	2.1	2.1	2.1
Total Expenditure	111.4	135.3	163.1	195.8	233.1	274.4	321.6
Total DSG Income	-57.5	-59.2	-61	-62.8	-64.7	-66.6	-68.6
Block Transfer	-	-	-	-	-	-	-
In Year Surplus -/ Deficit +	53.9	76.1	102.1	133.0	168.4	207.8	253

Surplus / Deficit Brought Forward	78.7	132.6	208.7	310.8	443.8	612.2	820.0
Total Deficit Reserve Balance	132.6	208.7	310.8	443.8	612.2	820.0	1073.0

	MITIGATED FORECAST						
Provision Type	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	£m	£m	£m	£m	£m	£m	£m
Mainstream	23.2	23.4	22.5	20.4	18.4	17.2	15.9
Resource Provision	3.1	4.4	6.1	6.8	6.7	6.6	6.6
Special Schools	21.2	22.3	24	25.5	26.7	28	28.6
NMSS & Independent Special Schools	40.9	38.9	30.4	23.5	18.3	12.3	6.7
FE Colleges	6.3	6.5	6.6	6.7	6.8	6.8	6.7
Alternative Provision	3.6	3.3	3.4	3.6	3.9	4	4
Sensory & SALT	2	1.6	1.6	1.6	1.6	1.6	1.6
Total Expenditure	100.3	100.4	94.6	88.1	82.4	76.5	70.1
Total DSG Income	-57.5	-59.2	-61	-62.8	-64.7	-66.6	-68.6
Block Transfer	-1.4	-2.1	-2.1	-2.1	-2.1	-2.1	-2.1
In Year Surplus -/ Deficit +	41.4	39.1	31.5	23.2	15.6	7.8	-0.6
Surplus / Deficit Brought Forward	78.7	120.1	159.1	190.7	213.9	229.5	237.3
Total Deficit Reserve Balance	120.1	159.2	190.7	213.9	229.5	237.3	236.7

Reprofiled Financial Summary Compared with the Original Submission

- 34.** The following two tables show the unmitigated deficit forecast and the mitigated deficit forecast and highlights the monetary value of the impact of mitigations. The first table shows the original plan and the second table shows the reprofiled plan.
- 35.** The mitigated deficit position in 2030/31 has reduced from £284.8 million to £236.7 million, a £48.1 million reduction.
- 36.** As previously reported, we are able to achieve an in year balanced position in the 7th year with a small in year surplus.

Original Submission December 2023	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	£m	£m	£m	£m	£m	£m	£m
Unmitigated cumulative deficit	154.6	244.6	363.5	514.8	702.2	929.1	1,200.9
Mitigated cumulative deficit	140.9	189.0	227.7	256.5	276.2	285.4	284.8
Impact of mitigations	-13.7	-55.6	-135.8	-258.3	-426.0	-643.7	-916.1

Reprofiled September 2024	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
	£m	£m	£m	£m	£m	£m	£m
Unmitigated cumulative deficit	132.6	208.7	310.8	443.8	612.2	820.0	1073.0
Mitigated cumulative deficit	120.1	159.2	190.7	213.9	229.5	237.3	236.7
Impact of mitigations	-12.5	-49.5	-120.1	-229.9	-382.7	-582.7	-836.3

37. Glossary

Term	Meaning
DSG Management Plan	Dedicated Schools Grant Management Plan
DBV	Delivering Better Value programme
EHCP	Education, Health and Care Plan
SEND	Special Educational Needs and Disabilities
SEN2	Special Educational Needs Survey
AY	Academic Year
NA	Needs Assessment
DfE	Department for Education
RP	Resource Provision - within a mainstream school
SEN Units	Special Education Needs Units
Special Schools	Maintained, academy, free schools, independent both within and outside of Cheshire East
NMSS ISS SPIs	Non-maintained special schools Independent special schools Specialist post 16 institutes
AP	Alternative provision
PVI	Private, Voluntary and Independent
SALT	Sensory & Speech and Language Therapy
PRU	Pupil Referral Unit
EMP	Enhanced Mainstream Provision
SI	Supported Internships
PID	Project Initiation Document
EOTAS	Educated Other Than At School

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OPEN

Children and Families Committee

Monday, 11 November 2024

Second Financial Review of 2024/25 (Children & Families Committee)

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

Report Reference No: CF/08/24-25

Ward(s) Affected: Not applicable

Purpose of Report

- 1 This report provides the current forecast outturn for the financial year 2024/25 based on our income, expenditure and known commitments as at the end of August 2024. It also identifies actions that are being taken to address adverse variances to urgently address our financial sustainability.
- 2 The report provides the forecast outturn for all services, to provide Members with contextual information on the position for the whole Council. Members are asked to focus their scrutiny on the forecasts and supporting information relating to services within the remit of the Committee whilst understanding the overall context as a whole.
- 3 The report highlights any changes and external pressures that are impacting the Council since setting the budget in February 2024. Annex 1, Section 2 of the report highlights what the Council is forecasting to achieve as part of the 2024/25 approved budget changes per line (growth and savings).
- 4 As set out in the First Financial Review, the requirement to continue to identify further actions in order to bring the Council back to a position where we are living within our means remains, and it will be important that these actions are closely monitored, and appropriate action taken to manage our resources. This report includes information on the actions that are currently underway.

- 5 Reporting the financial forecast outturn at this stage, and in this format, supports the Council's vision to be an open Council as set out in the Cheshire East Council Plan 2024/25. In particular, the priorities for an open and enabling organisation, ensure that there is transparency in all aspects of council decision making.
- 6 The report also requests member approval for amendments to the Council's budget in line with authorisation levels within the Constitution.

Executive Summary

- 7 The Council operates a financial cycle of planning, review, management and reporting. This report ensures that we review where we are and provides a forecast **outturn** position for the 2024/25 financial year whilst also identifying the actions that need to be taken to manage our overall resources. The information in this report also supports planning for next year's budget by identifying issues that may have medium term impacts.
- 8 The Council set its 2024/25 annual budget in February 2024. The budget was balanced, as required by statute, with planned use of reserves of £22m, plus £30m of savings to achieve in year, and included important assumptions about spending in the year. The budget is part of the Medium-Term Financial Strategy (MTFS) 2024 to 2028.
- 9 The Second Financial Review (FR2) forecast revenue outturn is an **adverse variance of £20.1m** (prior to the application of any Exceptional Financial Support), an improvement of £6.5m from FR1, as detailed below in **Table 1**:

Table 1 2024/25 FR2	Revised Budget (NET) £m	Forecast Outturn £m	Forecast Variance £m	Forecast Variance FR1 £m	Movement from FR1 to FR2 £m
Service Committee					
Adults and Health	138.0	158.7	20.8	20.7	0.0
Children and Families	93.0	98.4	5.4	7.3	(1.9)
Corporate Policy	41.8	44.2	2.4	0.0	2.4
Economy and Growth	28.1	24.8	(3.3)	(2.6)	(0.7)
Environment and Communities	48.4	48.3	(0.1)	0.6	(0.7)
Highways and Transport	16.0	15.4	(0.6)	(0.5)	(0.1)
Sub-Committee					-
Finance Sub:					-
Central Budgets	30.0	25.6	(4.5)	0.9	(5.4)
Funding	(395.4)	(395.4)	0.0	-	0.0
TOTAL	(0.0)	20.1	20.1	26.5	(6.5)

- 10 Whilst an improvement on the First Financial Review of £6.5m (see mitigations in para 29), the forecast overspend of £20.1m remains a significant financial challenge for the Council. The FR2 forecast reserves, after agreed movements budgeted for in the 2024-28 MTFS, are currently

£10.0m, being £0.5m of General Fund Reserves (including the forecast use of £4m for transformation costs) and £9.5m of Earmarked Reserves, as shown below. The Council's level of reserves is therefore insufficient to cover the current forecast revenue outturn for the year without further action.

Reserves & Exceptional Financial Support	
	£m
Reserves	
General Fund	4.5
Earmarked Reserves	9.5
Original Forecast at 31st March 2025	14.0
Forecast Transformation spend	(4.0)
Forecast Total Reserves at 31st March 2025	10.0
Exceptional Financial Support	
	17.6

- 11 This forecast does not assume the use of the Exceptional Finance Support (EFS) that was requested in 2023/24 and 2024/25 that was agreed in principle, subject to a number of conditions being satisfied, including the submission of a transformation plan at the end of August 2024. It also does not assume the cost of accepting that EFS support which would impact on the cost of borrowing over the medium term. A further condition of the EFS was that an independent review was undertaken by CIPFA on behalf of MHCLG to understand the Council's financial management and sustainability. The review was commissioned by and for MHCLG and the Council has not yet had sight of this review to understand any implications or improvements that could be made to existing processes. This was submitted to MHCLG in August 2024.
- 12 The FR2 forecast position indicates that further urgent action to reduce the overspend, and bring spending back in line with budget, is required. Failure to do so would require the Council to use the existing conditional Exceptional Financial Support (£17.6m) which would be the only way for the S151 Officer to avoid having to issue a S114 notice to the Council.
- 13 The level of EFS support would need to be agreed and finalised with the government and the financial impact of this would need to be built into the overall financial modelling for the Council. As reported to members in June 2024 in the 'Medium Term Financial Strategy Assumptions and Reporting Cycle for 2024/25 to 2028/29' the Council faces a significant four-year funding gap, with the shortfall in 2025/26 identified in February 2024 MTFS estimated at £41.9m. There remains a risk that pressures leading to the latest FR2 forecast position may increase that shortfall figure if further rapid action does not take place to stabilise our financial position.
- 14 The FR2 forecast position for capital spending for 2024/25 indicates forecast capital expenditure of £157.7m against the MTFS budget of £215.8m (FR1 £164.5m). The re-profiling of Capital expenditure to future years to match scheme delivery and ongoing capital review to ensure that our capital borrowing remains affordable is continuing.

15 **Table 2** sets out the capital programme profiling changes:

Table 2	2024/25	2025/26	2026/27	2027/28	2024/28
	Estimate	Estimate	Estimate	Estimate	Total
	£000s	£000s	£000s	£000s	£000s
Capital Programme FR1	164,545	141,232	109,679	231,837	647,293
Funded by:					
Borrowing	51,878	53,566	10,180	27,779	143,403
Grants and other contributions	112,667	87,666	99,499	204,058	503,890
	164,545	141,232	109,679	231,837	647,293
Capital Programme FR2	157,661	151,770	115,852	225,173	650,456
Funded by:					
Borrowing	45,101	57,996	14,802	25,044	142,943
Grants and other contributions	112,560	93,774	101,050	200,129	507,513
	157,661	151,770	115,852	225,173	650,456
Movement from FR1	(6,884)	10,538	6,173	(6,664)	3,163

16 **Table 3** sets out the summary revised capital programme:

Table 3	FR1	SCEs	Virements	Budget	Revised
	Budget	in Quarter	in Quarter	Reductions	FR2
	2024/28	2024/25	2024/25	2024/25	Budget
	£m	£m	£m	£m	2024/28
Adults and Health	0.8				0.8
Children and Families	108.9				108.9
Highways & Transport	287.0	2.7		(0.2)	289.5
Economy & Growth	184.7	0.9			185.6
Environment & Communities	42.0				42.0
Corporate Policy	23.8			(0.2)	23.6
	647.2	3.6	-	(0.4)	650.4

17 **Table 4** sets out the movement from FR1 by committee:

Table 4	Forecast	Forecast	Forecast	Forecast	2024/28
	2024/25	2025/26	2026/27	2027/28	Total
	£000	£000	£000	£000	£000
Adults and Health	-	-	-	-	-
Children and Families	(3,576)	3,571	(1)	-	(6)
Highways & Transport	2,082	3,566	1,001	(4,123)	2,526
Economy & Growth	(2,018)	2,630	2,798	(2,563)	847
Environment & Communities	(3,624)	1,142	2,478	22	18
Corporate Policy	252	(371)	(103)	-	(222)
	(6,884)	10,538	6,173	(6,664)	3,163
Funded by:					
Government Grants	(139)	5,239	3,461	(7,735)	825
External Contributions	(4)	1,086	(969)	2,629	2,742
Revenue Contributions	55	-	-	-	55
Capital Receipts	(19)	(217)	(941)	1,177	(1)
Prudential Borrowing	(6,777)	4,430	4,622	(2,735)	(460)
	(6,884)	10,538	6,173	(6,664)	3,163

- 18 Significant items of slippage/reprofiling from 2024/25 to 2025/26 include:
- £2.3m for Childrens Social Care (Crewe Youth Zone and Childrens Homes Sufficiency),
 - £0.8m in Education (Springfield and Wilmslow),
 - £2.4m for Economy and Growth (Corporate Landlord and Crewe Town Regeneration),
 - £3m for Environment & Neighbourhood (Weekly Food collections and Fleet EV).
- 19 Highways and Infrastructure have increased capital spend in 2024/25 partly due to bringing forward £1.7m for Network North, together with an SCE of £600,000 for Bridge Maintenance.
- 20 As part of the urgent actions required to reduce the Council overspend a full review of the capital programme is being undertaken with a view to removing as much future borrowing as possible. The forecast borrowing included in the capital programme at FR2 will have the following revenue impact:

Revenue Impact

Table 5	2024/25	2025/26	2026/27	2027/28	2024-28
	Estimate	Estimate	Estimate	Estimate	Total
	£000s	£000s	£000s	£000s	£000s
Forecast borrowing to fund capital programme	45,101	57,996	14,802	25,044	142,943
MRP	-	3,857	5,036	6,498	15,391
Interest	2,264	3,712	3,537	4,288	13,801
Total annual revenue impact	2,264	7,569	8,573	10,786	29,192
Movement from FR1					
Increase / (reduction)	(346)	(143)	(288)	(370)	(1,147)

- 21 In order to alleviate the revenue pressure from external borrowing further immediate reductions in capital spend are required. This will reduce the related revenue impact of interest costs and Minimum Revenue Provision (MRP) both of which are charged to revenue through the Capital Financing Budget (CFB). The council must aim to optimise use of all other available sources to fund our capital programme and must minimise the use of borrowing to reduce the pressures on the revenue budget. We have also commissioned an external review of our balance sheet with our Treasury Management advisors to review our borrowing strategy.
- 22 The current forecast for achievable capital receipts in year is £2.5m, with a further £0.6m to £1.5m also achievable in year (to be updated at FR3). These receipts can be used to reduce revenue pressures from borrowing in year or could be used to assist with funding of transformation activity.

- 23 Due to the long-term nature of capital investment the revenue implications of decisions taken by the council now will extend well beyond the term of the current year and into the medium term.
- 24 In the review of the capital programme the long-term capital repayment commitments (MRP) are the initial area of focus. Reducing the annual MRP associated with any new borrowing on a scheme-by-scheme basis is a priority. There will be a secondary impact of reducing forecast interest which will also reduce the effect on the revenue account, but it is the reduction in new borrowing and new commitment to long term capital repayments that will allow the programme to remain affordable and sustainable.
- 25 Reductions in borrowing can be achieved through:
- (a) Reduce, delay or remove schemes funded by borrowing;
 - (b) Focus on existing contractual commitments, fulfilling statutory services and public safety requirements;
 - (c) Prioritise the capital projects that will have most beneficial impact on the revenue budget in the medium term;
 - (d) Remove forward funding;
 - (e) Reprioritise use of grants and apply appropriate S106 contributions to schemes.
- 26 The Strategic Finance Management Board leads on a number of key tasks to urgently reduce spend and identify additional savings, including:
- Line-by-line reviews of all budgets to further identify immediately any underspends and/or additional funding;
 - Stop any non-essential spend;
 - Actively manage vacancies, particularly agency usage and reduce any overspends on staffing as soon as possible;
 - Review of Section 106 legacy budgets, the effects of which are partly reflected in the FR2 forecast outturn as a one-off contribution to reserves (to be further updated at FR3);
 - Review of capital receipts available and potential surplus assets that can be sold (for best consideration);
 - Identification of any other areas of discretionary spend including grants awarded, where spend can be reduced or stopped;
 - Review Debt management/overall level of bad debt provision – work undertaken to date, focussing on the Adult Social Care bad debt provision, has identified through adopting a new approach to reviewing and monitoring these debts, an improvement (reduction) of the Council's bad debt provision of £0.8m, further work is ongoing and will be updated at FR3.

Overall mitigations planned to manage pressures

- 27 The Strategic Finance Management Board is leading on a number of key tasks to urgently reduce spend and identify additional savings as noted above.
- 28 In addition, any directorate that is identified as being off target by more than 5% is now subject to a detailed finance and performance review on a weekly basis through a financial recovery review process. This includes a detailed action plan, identifying what can be done to sustainably reduce the pressure and gaining assurance over the management of those actions to deliver improved financial outturns. This process has been put in place for Adults Services and Children and Families and is being chaired by the S151 Officer.
- 29 As reported in paragraphs 35-57 below, work is underway across all Services to look at mitigating actions which can be taken to reduce the forecast position in-year, some of the actions below having contributed to the £6.5m improvement from FR1 position, including:
- Adults - more certainty about the FR2 projections and the delivery of in-year mitigations, including a reduction in the forecast number of placements in-year.
 - Children & Families – reviewing costs of placements, establishment reviews, Reunification of children, and Work on Edge of Care Service proposals to identify early intervention and cost reduction.
 - Place Services – mitigations in year through further vacancy management, reducing expenditure and maximising funding opportunities.
 - Corporate – Vacancy management and some additional income.
 - Finance Sub – S106 and bad debt reviews generating one-off in year contributions to assist in reducing the in year overspend and review/reset process moving forward.
- 30 Paragraphs 57-59 below provides a summary overview of the forecast against the approved 2024/25 budget change items, including RAG rating. In addition, there is further detail per change item with accompanying commentary, as reviewed by the Council's Corporate Leadership Team, in respect of each item within **Annex 1, Section 2**.
- 31 **Annex 1: Detailed Second Financial Review 2024/25**
- **Section 1** 2024/25 Forecast Outturn
 - **Section 2** 2024/25 Approved Budget Change Items
 - **Section 3** Revenue Grants for approval
 - **Section 4** Capital
 - **Section 5** Reserves
 - **Section 6** Treasury Management

OFFICIAL

RECOMMENDATIONS

The Children and Families Committee to:

1. Review the factors leading to a forecast adverse Net Revenue financial pressure of £20.1m against a revised budget of £395.4m (5.1%). To scrutinise the contents of **Annex 1, Section 2** and review progress on the delivery of the MTFS approved budget 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.
2. Review the in-year forecast capital spending of £157.7m against an approved MTFS budget of £215.8m, due to slippage that has been re-profiled into future years.
3. Note the available reserves position as per **Annex 1, Section 5**.

Background

- 32 This single view of the financial picture of the Council provides the overall financial context.
- 33 The management structure of the Council is organised into four directorates: Adults, Health and Integration; Children's Services; Place; and Corporate Services. The Council's reporting structure provides forecasts of a potential year-end outturn within each directorate during the year, as well as highlighting activity carried out in support of each outcome contained within the Corporate Plan. Budget holders are responsible for ensuring they manage their resources in line with the objectives of the Council and within the approved budget.
- 34 For the purposes of each committee, these directorate budgets are aligned to a specific committee and the appendices to this report provides information at a level that the committee should have the ability to be able to scrutinise what is causing any variations in budget and appropriate actions to bring the council back into line in terms of managing its resources.

Key issues causing the pressures

- 35 There are a number of key issues causing the forecast revenue overspend, including:
 - Ongoing adverse effects of the extended period of high inflation and interest rates;
 - Continued increasing demand and complexity of care beyond the levels that had been previously identified;

- Increase in staff costs, including use of agency staff and impact of National Living Wage which also impacts on our third party commissioned contracts;
- Increased borrowing costs associated with the unfunded Dedicated Schools Grant (DSG) deficit;
- Non delivery of some previously agreed savings and/or income targets;
- The financial impact of investment in transformation and improvement activity over the medium term.

Specific commentary on the forecast outturn position by Committee

Adults and Health adverse variance of £20.7m

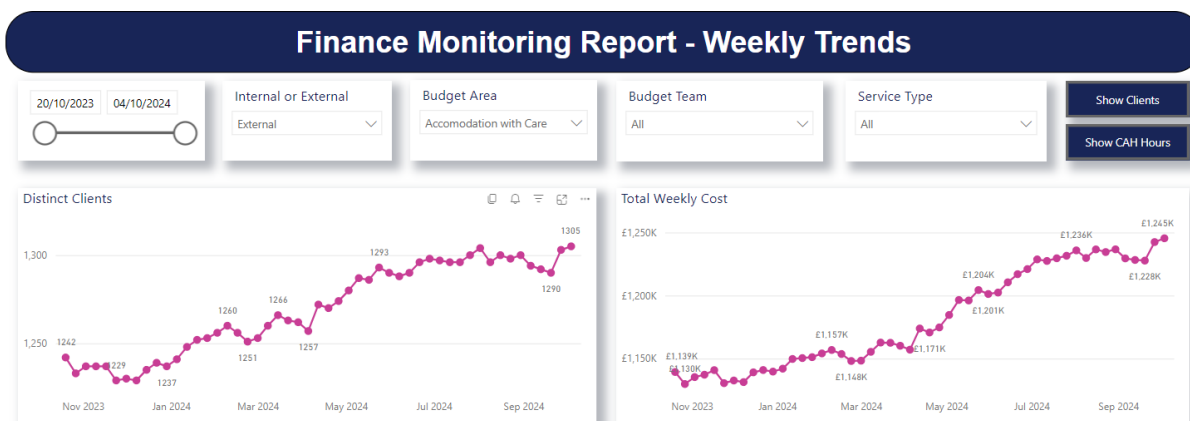
- 36 The Adults, Health and Integration budget is forecast to overspend by £20.7m. The £20.7m is primarily driven by an overspend of £22.5m linked to care costs and pressures on staffing of £3.1m. These pressures are reduced by a favourable variance in client income of £3.8m, and other mitigations totalling £1.1m. The key drivers of forecast expenditure remain price increases, staff costs and increase in complexity.
- 37 Although the forecast has not changed since FR1 there is more certainty about the projections and the delivery of in-year mitigations, including a reduction in the forecast number of placements in-year as shown in the graph below.



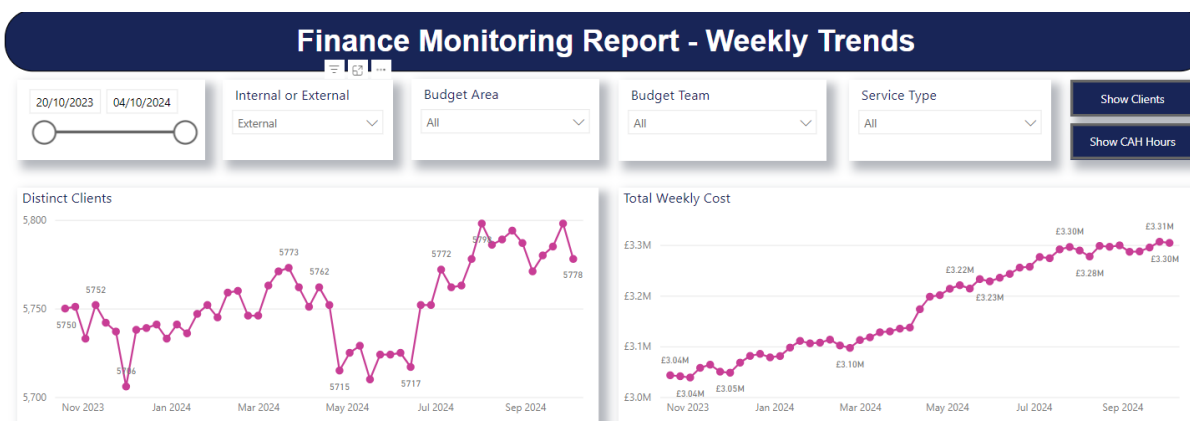
- 38 As noted previously the key driver of expenditure in adult social care is the number of people in receipt of care and the cost of each individual's care. The forecast has stabilised because we believe we will make fewer new placements in the second half of the year than we made in the first half of the year.

- 39 There is close alignment between the work being undertaken to manage budget pressures and the transformation plan. There will be some impact in-year including in respect of pricing, the focus on the review of supported living services, and services to support people at home. However, there are also risks including the reduction in the number of agency staff which has led to an increase in waiting times for services and disputes with providers in respect of price increases.

Residential and Nursing placements for 65+



All Service Users in Adults services



Children and Families adverse variance of £5.4m

- 40 At the end of the last financial year the outturn for Children and Families was an overspend of £8.2m. The Medium-Term Financial Strategy included growth to address the pressures that were emerging throughout 2023/24. The costs of children's social care are a concern for many local authorities and not unique to Cheshire East. The Second Financial Review for 2024/25 reflects a £5.4m in-year pressure.

The key pressure areas for the directorate include:

- 41 Children's social care placements (£2.6m adverse variance) where the complexity of children in care has continued to increase and the number of children in care has increased from 528 at April 2024 to 555 at October 2024 (compared to a decrease from 586 at April 2023 to 573 at June 2023). Placement costs are increasing by significantly more than inflation and more than was projected for growth in-year.
- 42 The use and cost of agency staff in children's social care to cover vacancies, sick absence, and maternity leave.
- 43 The number of staff is greater than the planned establishment to ensure we are able to meet our statutory needs. Work is underway to ensure the staffing structure is suitably funded and factored into the MTFS for 2025/26.
- 44 Home to school transport costs (£0.3m adverse variance) – where a mix of increasing numbers of pupils with an education, health and care plan (EHCP), and increasing fuel costs have seen overall costs rise.
- 45 Schools Catering (£0.5m adverse variance) – where the costs of the service are above the current charged income level and base budget.
- 46 Work is underway in the services to look at mitigating actions which can be taken to reduce this forecast position in-year, and these pressures will be considered as part of the developing MTFS for 2025/26. These include:
 - Reviewing costs of placements as more detailed reviews are underway focusing on the expected length that some placements may need to be in place for;
 - Staffing establishment reviews now scheduled on a 6 weekly basis including a review of agency staff and alternative working;
 - Reunification children to be identified with targeted work in place for individual cases;
 - Tracking of similar spend across teams to be held in the same place as residential and supported accommodation spend to increase overall grip and understanding;
 - Work on Edge of Care Service proposals to identify early intervention that may reduce admissions and costs.

Dedicated School Grant (DSG)

- 47 The key pressure on DSG relates to the high needs block where the SEND service continues to see a significant increase in the number of pupils with an EHCPs, and the associated school placement costs.
- 48 This has placed pressure on the grant used to provide funding for children with SEND in various settings and led to a £31.7m deficit in 2023/24. This

adds on to the brought forward deficit of £46.9m to take the DSG Reserve to a £78.6m deficit position at the end of 2023/24.

- 49 This is an improvement on the budget gap as determined by the Council's DSG Management Plan that was reported to Children and Families Committee in April 2024 and set out the planned expenditure and income on high needs over the medium term.
- 50 The current forecast is showing an in-year deficit of £41.5m which would increase the overall deficit to £120.1m.

Corporate Policy adverse variance of £2.4m

- 51 The Corporate Services Directorate has a net budget of £41.7m. At Second Finance Review (FR2), the budget is forecast to overspend by £2.4m compared to a £23,000 overspend at First Finance Review (FR1). The main reason for this change is that the forecast cost of the Transformation Programme (£2.8m) has now been included within Corporate Services. Without this, the forecast would be a £0.5m underspend. It also must be noted that, following a recent review of staffing establishments, there are pending staffing budgets realignments to be actioned which will change individual service forecasts but not the overall figure for Corporate Services. There is a compensating underspend in central budgets reflecting the way in which this transformation work is being funded.
 - Vacancy management in Corporate Services has resulted in the majority of services forecast an underspend on staffing budgets totalling £2.1m (£2m at FR1);
 - Vacancy management has been combined with tighter control on non-pay spending across all services which is achieving a forecast underspend of £0.7m; and
 - additional income of £0.3m is forecast in the Registrations Service.
 - However, these underspends have been offset by the following:
 - forecast spend of £2.8m on the Transformation Programme. The cost of the programme will be met from reserves or use of flexible capital receipts, the financial impact of these are shown elsewhere in the accounts;
 - a forecast £1.3m under-recovery of Rent Allowances;
 - a forecast overspend of £0.4m on the Transactional Service Centre (TSC), hosted by Cheshire West and Chester, mainly due to the additional costs of the stabilisation programme which has been put in place to improve the performance of the service and recognises the need to change the way in which Unit4 is used. This was an issue highlighted in the Corporate Peer Review that needs significant attention;
 - a £0.5m shortfall in charging staff time to capital projects within ICT Strategy. This partially offsets savings from vacancy management

within ICT Strategy included in the vacancy management figure above, and a forecast balanced position in ICT Shared Service - this is an improvement over the £0.1m overspend due to lower than budgeted project income and schools recharge income reported at FR1;

- There is a forecast overspend of £0.3m (£0.4m at FR1) in Accountancy mainly due to additional costs including Bank Charges and External Audit fees; and
- a staff budget pressure of £0.1m across Corporate Services relating to the estimated impact of the latest pay award offer versus the amount included in the MTFS.

Place Directorate favourable variance of £4.0m

- 52 Overall, the Place Directorate is forecasting an underspend of £4m at the second Financial Review stage against a £92.5m budget. Pressures from reducing planning application income (£0.5m), increased waste collection and disposal costs (£0.7m) and yet to be secured savings against leisure (£0.2m) have been mitigated through further vacancy management, reducing expenditure and maximising funding opportunities.

Economy & Growth favourable variance of £3.3m

- 53 Growth and Enterprise Directorate and Place Directorate are forecasting an underspend of £3.3m against a net budget of £28.1m which is a £0.7m improvement on the FR1 position. The key reasons for the underspend are:
- Facilities Management: there is a £1.9m underspend forecast. This includes pressures against maintenance budgets of £0.5m (additional pressures and delivery of savings), costs of workplace initiatives and equipment of £0.5m, the transfer of underspends to offset Place MTFS targets across the Directorate £0.6m and these have been offset by:
 - Savings against gas and electricity compared to much higher budgeted costs £3.1m.
 - Business rates underspend of £0.1m due to revaluations and appeals.
 - Underspends from vacancy management £0.3m.
 - Economic Development: £0.3m underspend from vacancy management, reduced supplies £0.1m and increased income £0.1m.
 - Housing: £0.5m underspend from vacancies and extra grant funding.
 - Green infrastructure and Cultural Economy £0.4m due to vacancies.

Environment & Communities favourable variance of £0.1m

54 Environment and Neighbourhood Services is forecasting an underspend of £0.1m against a net budget of £48.4m. This is a £0.7m improvement from FR1. The key reasons for the forecasting underspend are:

- Development Management: £0.4m overspend reflecting pressures from a shortfall in income from planning applications £0.5m and pressures on supplies and services of £0.1m. These are offset by vacancy management £0.1m and funding the one-off costs of the new planning system £0.1m from reserves.
- Environmental – Commissioning: ANSA reporting a £0.1m overspend overall including pressures from the ANSA contract of net £0.2m and Cheshire East pressures from recycling costs of £0.4m. These are being offset by the use of the ASDV reserve of £0.5m.
- Libraries: £0.1m overspend including pressures of £0.5m from the delivery of the MTFS savings which is offset by £0.3m vacancy management and £0.1m underspend from MTFS growth for exploring a charitable trust model. This is an improvement of £0.1m since the FR1 position due to additional vacancies.
- Leisure Commissioning: £0.2m overspend (delivery of MTFS savings) unchanged from FR1.
- Other service issues: £0.9m underspend, which is an improvement of £0.1m on the FR1 position:
 - Building Control: £0.2m underspend (£0.2m building control offset by £0.4m vacancies).
 - Local Land Charges and Planning Support: £0.2m underspend from vacancies.
 - Strategic Planning: £0.3m (£0.1m vacancy management plus £0.2m delayed Local Plan costs).
 - Regulatory Services: £0.2m (£0.3m vacancies offset by £0.1m CCTV costs).

Highways & Transport favourable variance of £0.6m

55 Highways & Infrastructure are forecasting an underspend of £0.6m against a net budget of £16m. The key reasons for the underspend are:

- Car Parking: £0.4m underspend through vacancies of £0.1m and increased income of £0.3m.
- Strategic Transport: £0.1m underspend from vacancies.
- Rail and Transport Integration: £0.1m underspend from vacancies.

Finance Sub favourable variance of £4.5m

- 56 Finance Sub Committee are reporting a positive variance of £4.5m against a revised net budget of £30.0m.
- Financing and Investment £0.3m net pressure reflecting £1.4m increased cost of interest payments on borrowing offset by £1.1m increased interest receipts from investments.
 - Reserves use of £3.5m (net change from MTFS) reflects £0.5m additional Flexible Capital Receipts offset by £1m reduction in available Capital Financing Reserve at outturn compared to forecast balance reflected in the February 2024 MTFS. There is also an additional £4m use of the General Fund reserve forecast to fund transformation activities.
 - There is a further £1.2m positive variance as a result of in year reviews of S106 balances/schemes and bad debt. The S106 Review identifying a one off contribution in year where work has been completed in prior years but has not been reflected in transferring money from S106 into the general fund, £0.5m initially reflected at FR2 with potential for further increased contributions at FR3; £0.8m reduction in the Adult Social Care bad debt provision, as referred to in para 74 below.

Progress on delivery of the 2024/25 approved budget change items

- 57 Table 5 presents a summary of the progress on the delivery of the 2024/25 approved budget change items. For items rated as Amber these are for items where there are risks and/or mitigating actions in place. For items rated as red these are for items where services are projecting an adverse variance and there is risk of in year non delivery/achievement. New mitigation items have also been included that have come forward since the approval of the MTFS to help the in-year position where identified.
- 58 As the green and blue columns show, £21.5m of the budget change items are either delivered or on track to be delivered or even exceed in some cases. However, there is also a pressure of £59.3m as shown in the red column that has a high risk of not being achieved within this financial year. There are new in year mitigations of £16.8m, unrelated to the change item rows that has been identified to assist the outturn position. The table below summarises the progress by Committee:

Table 5: Summary of the progress on the delivery of the 2024/25 approved budget change items

Committee	Approved Change Budget £'000	Forecast Outturn £'000	Completed £'000	Could Exceed £'000	Green £'000	Amber £'000	Red £'000	Mitigations £'000
Adults & Health	1,136	21,900	-2,723	0	-9,482	0	37,468	-3,363
Children & Families	9,909	15,311	922	0	-856	273	15,751	-779
Corporate Policy	489	2,866	-173	0	2,013	0	1,581	-555
Economy & Growth	3,316	41	-61	0	3,861	38	690	-4,487
Environment & Communities	-52	-178	-2,220	-1,480	3,273	-1,523	3,510	-1,738
Finance Sub	-19,667	-24,082	600	0	-19,348	0	0	-5,334
Highways & Transport	4,869	4,267	2,488	0	1,700	305	328	-554
TOTAL	-	20,124	-1,167	-1,480	-18,839	-907	59,328	-16,811

- 59 A complete list of all approved budget change items, with progress noted against each item, can be found in **Annex 1, Section 2**.

Revenue Grants for Approval

- 60 Approvals for Supplementary Revenue Estimates for allocation of additional grant funding are detailed in **Annex 1, Section 3**.

Reserves Position

- 61 On 1 April 2024, Earmarked Reserves totalled £32.278m and the General Fund Reserve Balance totalled £5.580m. Of the total earmarked reserves, more than £22m (70.5%) will be spent in 2024/25, on supporting the revenue budget for 2024/25.
- 62 Table 6 and 7 shows the forecast level of Earmarked and General reserves by the end of 2024/25.

Table 6: Earmarked Reserves

Earmarked Reserves by Committee	Opening Balance 01 April 2024 £000	Drawdowns to General Fund £000	Approved Movement Forecast £000	Additional Drawdown Requests* £000	Closing Balance Forecast 31 March 2025 £000
Adults and Health	5,226	(2,795)	(110)	0	2,321
Children and Families	1,724	0	(1,593)	(131)	0
Corporate Policy	20,773	(6,551)	(2,830)	(4,545)	6,847
Economy and Growth	2,777	(662)	(1,004)	(765)	346
Environment and Communities	870	(390)	(402)	(78)	0
Highways and Transport	908	(205)	(415)	(288)	0
EARMARKED RESERVES TOTAL	32,278	(10,603)	(6,354)	(5,807)	9,514

* All 'Additional Drawdown Requests' are subject to approval.

* Total excludes schools' balances

Table 7: General Fund Reserve

General Fund Reserve	Opening Balance 01 April 2024 £000	Drawdowns to General Fund £000	Approved Movement Forecast	Additional Forecast Movement £000	Closing Balance Forecast 31 March 2025 £000
General Fund Reserve	5,580	(1,051)	0	(4,043)	486
GENERAL FUND RESERVE TOTAL	5,580	(1,051)	0	(4,043)	486

- 63 At FR1 stage the closing balance at 31 March 2025 in the Council's General Fund Reserve was forecast to be £4.5m. However, at the FR2 stage, a further £4m transformational spend has been included within the service forecasts which will be funded from General reserves, reducing the forecast balance to £0.5m. If it is possible to identify additional capital receipts these could potentially be used to capitalise this expenditure and this will remain an area that is under review.
- 64 The Council is currently forecast to have £9.534m of earmarked reserves at the end of the financial year 2024/25. Of this £2.279m can be considered ringfenced, with specific conditions limiting their use.
- 65 A full list of all earmarked reserves can be found in **Annex 1, Section 5**.

Dedicated Schools Grant Reserve

- 66 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. This has created a deficit DSG reserve balance which is held in an unusable reserve.

- 67 The on-going pressure is regularly reviewed; at the end of 2023/24 the deficit was £78.6m and this is forecast to increase by £41.5m by the end of 2024/25. This is an improvement on the Council's DSG Management Plan approved in April 2024, which sets out the planned expenditure and income on high needs over the medium term. The DSG Management Plan is currently being updated and will be reported to Committee on completion.

Table 8: Dedicated Schools Grant

Debt	Dedicated Schools Grant Deficit	£m
	Deficit Balance Brought forward	78.6
	Additional In-year Pressures	41.5
68	Deficit Balance at 31 March 2025	120.1

sundry debt includes all invoiced income due to the Council except for statutory taxes (Council Tax and Non-Domestic Rates). The balance of outstanding debt at 30th September 2024 has increased by £0.516m since FR1 (end of July 2024).

- 69 Annually, the Council raises invoices with a total value of over £80m. Around a quarter of the Council's overall sundry debt portfolio relates to charges for Adult Social Care, the remainder being spread across a range of functions including Highways, Property Services, Licensing and Building Control.
- 70 The Revenue Recovery team (using their experience gained in collecting Council Tax and Non-Domestic Rates) engage with services to offer advice and assistance in all aspects of debt management, including facilitating access to debt collection services (currently provided by Bristow & Sutor).
- 71 After allowing for debt still within the payment terms, the amount of outstanding service debt at the end of September 2024 was £17.8m.
- 72 The total amount of service debt over six months old is £10.5m; split as £9m of Adult Social Care debt and £1.5m of Sundry Debt. A provision of £6.8m was made at year ended 31st March 2024 to cover doubtful debt in the event that it needs to be written off. There is an ongoing in year review of the Bad Debt provision which has to date focussed on Adult Social Care debt, has identified a forecast £0.8m reduction in the provision in 2024/25, reflected in the FR2 position.
- 73 The level of Adult Social Care debt can fluctuate depending on when in the month the snapshot is taken, for example if it is before or after the Direct Debit income is received and allocated. The debt also has different levels of risk depending on the type of debt. For example, around £3.5m is linked to deferred arrangements which is debt that is secured on property or assets, and therefore carries a low risk. There is also around £5m of debt which is

deemed to be lower risk as its linked to areas such as probate, property sales or deputyship. As noted above, the current review of Debt provision for Adult Social Care has identified an £0.8m reduction in the ASC debt provision having reviewed the provision process across the 3 main categories of ASC all of which have distinct provision calculations. Further work is ongoing and will extend to wider Council debt throughout the review.

- 74 The Highways position for outstanding debt is consistent throughout the year. The debt is generally made up of three elements: the movement of funds from Cheshire West and Chester Council and Warrington Borough Council in relation to the Cheshire Road Safety Group (these are settled quickly); third party claims for damage to the highway; and permit fees. The third party claims are often paid in instalments.

The previous outturn positions are:

- 31 March 2024 Outstanding debt £1.6m, over 6 months old £0.7m.
- 31 March 2023 Outstanding debt £1m, over 6 months old £0.5m

- 74 The Council has robust processes in place to ensure that all outstanding debt is chased up (where commercially viable) and, where necessary, payment plans are put in place with advice from Legal Services.

Table 9 – Debt Summary as at 30th September 2024

	Outstanding Debt £000			Over 6 months old £000		
	FR1	FR2	Increase / (Decrease)	FR1	FR2	Increase / (Decrease)
Adults and Health Committee						
Adults, Public Health and Communities	14,534	14,967	433	9,091	9,060	(31)
Children and Families Committee						
Children's Social Care (Incl. Directorate)	182	189	8	14	-	(14)
Prevention and Early Help	72	69	(3)	(7)	(7)	-
Schools	22	17	(5)	2	2	0
Highways and Transport Committee						
Highways and Infrastructure	1,189	1,115	(75)	751	760	9
Economy and Growth Committee						
Growth and Enterprise	704	740	37	393	394	0
Environment and Communities Committee						
Environment and Neighbourhood Services	355	398	43	209	215	7
Corporate Policy Committee						
Finance and Customer Services	109	135	25	73	69	(3)
Governance and Compliance	37	(1)	(37)	-	-	-
Human Resources	8	-	(8)	1	-	(1)
ICT	119	217	98	1	2	2
Total	17,331	17,846	516	10,527	10,496	(31)

Council Tax and Business Rates

Council Tax

- 75 **Table 10** details each precepting authorities share of the budgeted collectable rates income.

Table 10 Share of Council Tax Collectable Rates	Band D Charge	Collectable Rates £m
Cheshire East Council	1,792.59	287.1
Town and Parish Councils	71.57	11.5
Cheshire Police and Crime Commissioner	262.94	42.1
Cheshire Fire Authority	90.09	14.4
Total	2,217.19	355.1

- 76 The collectable rates valuation is based on the assumption that of the total amount billed, at least 99% will be collected. **Table 11** demonstrates that, excluding a slight reduction during the Covid-19 pandemic, the target to collect at least 99% of Council Tax within three years continues to be achieved.

Table 11 Council Tax Collection Rates	2020/21 %	2021/22 %	2022/23 %	2023/24 %	2024/25 %
After 1 year	97.4	97.8	98.2	98.0	*55.58
After 2 years	98.6	98.5	98.8	**	**
After 3 years	98.9	99.0	**	**	**

* 2024/25 rate is up to 30th September 2024.

** Data is not yet available.

- 77 After accounting adjustments, the Council Tax Collection Fund is forecasting a £0.080m surplus for 2024/25, of which, £0.067m is attributable to Cheshire East Council. This surplus will be paid out in 2025/26 and will be held in the Collection Fund Earmarked Reserve until such time.

Non-Domestic Rates (NDR)

- 78 Collectable rates are distributed between Cheshire East Council (49%), Cheshire Fire Authority (1%), and Central Government (50%).
- 79 Non-domestic Rates valuations for 2024/25 were set out in the NNDR1 return to Central Government in January 2024. Any variance to this forecast is included in the following years' NNDR1 return and any gain or loss will be recovered in 2025/26. The total Net Rates Payable into the Collection Fund was forecast at £155.7m.
- 80 **Table 12** demonstrates that the target to collect at least 99% of Non-Domestic Rates within three years continues to be achieved.

Table 12 Non-Domestic Collection Rates	2020/21 %	2021/22 %	2022/23 %	2023/24 %	2024/25 %
After 1 year	92.4	95.6	98.2	97.7	*56.43
After 2 years	97.4	98.3	98.8	**	**
After 3 years	99.0	99.2	**	**	**

* 2024/25 rate is up to 30th September 2024.

** Data is not yet available.

- 81 After accounting adjustments, the Non-Domestic Rates Collection Fund is forecasting a £2.1m deficit for 2024/25, of which, £1.0m is attributable to Cheshire East Council. This deficit will be repayable in 2025/26 and will be managed through the Collection Fund Earmarked Reserve.

Treasury Management Strategy update

- 82 Treasury Management income to 30 September 2024 is £1.5m which is higher than the budgeted £0.9m. However, borrowing costs are also higher than budgeted at £9.2m compared to budget of £8m. This is caused by a combination of increasing interest rates with an increased borrowing requirement. From the projected cash flows for the remainder of 2024/25 the net additional financing costs (borrowing less investment interest) is expected to be £0.7m in excess of that budgeted.
- 83 Interest rates have seen substantial rises over the last two years which has significantly increased the cost of borrowing. The expectation is that borrowing costs will start to fall although market uncertainty and tightening liquidity in the markets suggests we will not benefit from lower rates until 2025/26.
- 84 At the moment, cash shortfalls are generally being met by temporary borrowing from other local authorities which for a number of years has been considerably cheaper than other sources of borrowing and allowed the Council to keep financing costs low. The cost of these loans is currently relatively high compared with longer term loans but interest forecasts suggest it is still the cheaper option in the long term. However, liquidity risk remains an issue as funds become more scarce towards year end and the request to the Government for exceptional financial support has raised credit worthiness concerns with some lenders. To reduce liquidity risk and any potential credit related penalisation on interest costs, consideration is being given to taking more longer term PWLB loans.
- 85 The cost of short term borrowing for the first six months of 2024/25 is 5.45% which is an increase from 4.82% in 2023/24. These costs are now expected to reduce as the outlook is for reducing interest rates.

Investment Strategy

- 86 There have not been any material changes to the Investment Strategy since that reported at Final Outturn 2023/24, see link [Final Outturn 2023-24 Annex 1.pdf \(cheshireeast.gov.uk\)](#)

Consultation and Engagement

- 87 As part of the budget setting process the Pre-Budget Consultation provided an opportunity for interested parties to review and comment on the Council's Budget proposals. The budget proposals described in the consultation document were Council wide proposals and that consultation was invited on the broad budget proposals. Where the implications of individual proposals were much wider for individuals affected by each proposal, further full and proper consultation was undertaken with people who would potentially be affected by individual budget proposals.

Reasons for Recommendations

- 88 The overall process for managing the Council's resources focuses on value for money, good governance and stewardship. The budget and policy framework sets out rules for managing the Council's financial affairs and contains the financial limits that apply in various parts of the Constitution. As part of sound financial management and to comply with the constitution any changes to the budgets agreed by Council in the MTFS require approval in line with the financial limits within the Finance Procedure Rules.
- 89 This report provides strong links between the Council's statutory reporting requirements and the in-year monitoring and management processes for financial and non-financial management of resources.

Other Options Considered

- 90 None. This report is important to ensure Members of the Committee are sighted on the financial pressure the Council is facing and the activity to date to try and mitigate this issue and are given an opportunity to scrutinise this activity and identify any further actions that could be taken to learn to live within our means Do nothing. Impact – Members are not updated on the financial position of the Council. Risks – Not abiding by the Constitution to provide regular reports.
-

Implications and Comments

Monitoring Officer/Legal

- 91 The Council must set the budget in accordance with the provisions of the Local Government Finance Act 1992 and approval of a balanced budget each year is a statutory responsibility. Sections 25 to 29 of the Local Government Act 2003 impose duties on the Council in relation to how it sets and monitors its budget and require the Council to make prudent allowance for the risk and uncertainties in its budget and regularly monitor its finances during the year. The legislation leaves discretion to the Council about the allowances to be made and action to be taken.
 - 92 The provisions of section 25 of the Local Government Act 2003, require that, when the Council is making the calculation of its budget requirement, it must have regard to the report of the chief finance (s.151) officer as to the robustness of the estimates made for the purposes of the calculations and the adequacy of the proposed financial reserves.
 - 93 The Council should therefore have robust processes in place so that it can meet statutory requirements and fulfil its fiduciary duty. It must ensure that all available resources are directed towards the delivery of statutory functions, savings and efficiency plans. Local authorities are creatures of statute and are regulated through the legislative regime and whilst they have in more recent times been given a general power of competence, this must operate within that regime. Within the statutory framework there are specific obligations placed upon a local authority to support communities. These duties encompass general and specific duties and there is often significant local discretion in respect of how those services or duties are discharged. These will need to be assessed and advised on as each circumstance is considered.
 - 94 The financial position of the Council must therefore be closely monitored, and Members must satisfy themselves that sufficient mechanisms are in place to ensure both that savings are delivered and that new expenditure is contained within the available resources. Accordingly, any proposals put forward must identify the realistic measures and mechanisms to produce those savings or alternative mitigations.
 - 95 This report provides an update on progress for 2024/25 for all services.
 - 96 It also provides updates and comments regarding the Council's request for Exceptional Financial Support under The Levelling-up and Regeneration Act 2023 which inserted an amended Section 12A as a
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trigger event within the Local Government Act 2003, in relation to capital finance risk management. The legislation also provides for risk mitigation directions to be given to the Council which limit the ability to undertake certain financial action. The limitations are based on identified risk thresholds.

Section 151 Officer/Finance

- 97 The Council's financial resources are agreed by Council and aligned to the achievement of stated outcomes for local residents and communities. Monitoring and managing performance helps to ensure that resources are used effectively, and that business planning and financial decision making are made in the right context.
 - 98 Reserve levels are agreed, by Council, in February each year and are based on a risk assessment that considers the financial challenges facing the Council. If spending associated with in-year delivery of services is not contained within original forecasts for such activity it may be necessary to vire funds from reserves.
 - 99 The unplanned use of financial reserves could require the Council to deliver a greater level of future savings to replenish reserve balances and / or revise the level of risks associated with the development of the Reserves Strategy in future.
 - 100 As part of the process to produce this report, senior officers review expenditure and income across all services to support the development of mitigation plans that will return the outturn to a balanced position at year-end.
 - 101 Forecasts contained within this review provide important information in the process of developing the Medium-Term Financial Strategy. Analysis of variances during the year will identify whether such performance is likely to continue, and this enables more robust estimates to be established.
 - 102 The risk associated with the scale of these challenges is that the Council could act illegally, triggering the requirement for a s.114 report from the Chief Financial Officer. Illegal behaviour in this context could materialise from two distinct sources:
 1. Spending decisions could be made that exceed the available resources of the Council. This would unbalance the budget, which is unlawful.
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2. Spending decisions to restrict or hide pressures could be made that avoid an immediate deficit, but in fact are based on unlawful activity.

103 The consequences of the Council undermining a budget with illegal activity, or planned illegal activity, is the requirement to issue a s.114 report. Under these circumstances statutory services will continue and existing contracts and commitments must be honoured. But any spending that is not essential or which can be postponed must not take place.

104 Further consequences would be highly likely and could include the appointment of Commissioners from the MHCLG, and potential restrictions on the decision-making powers of local leaders.

Policy

105 This report is a backward look at Council activities and predicts the year-end position. It supports the Corporate Plan aim Open and priority to be an open and enabling organisation.

106 The forecast outturn position, ongoing considerations for future years, and the impact on general reserves will be fed into the assumptions underpinning the 2025 to 2029 Medium-Term Financial Strategy.

107 The approval of supplementary estimates and virements are governed by the Finance Procedure Rules section of the Constitution.

Equality, Diversity and Inclusion

108 Any equality 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.

Human Resources

109 This report is a backward look at Council activities at outturn and states the year end position. 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

110 Financial risks are assessed and reported on a regular basis, and remedial action taken if required. Risks associated with the achievement of the 2023/24 budget and the level of general reserves were factored into the 2024/25 financial scenario, budget, and reserves strategy.

Rural Communities

111 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)

112 The report provides details of service provision across the borough and notes the pressure on Children in Care.

Public Health

113 This report is a backward look at Council activities at the first review and provides the forecast year end position. Any public health 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.

Climate Change

114 There are no direct implications for climate change.

Access to Information	
Contact Officer:	<p>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</p>
Appendices:	<p>Annex 1 including:</p> <ul style="list-style-type: none"> • Section 1 2024/25 Forecast Outturn • Section 2 2024/25 Approved Budget Change Items • Section 3 Revenue Grants for approval • Section 4 Capital • Section 5 Reserves • Section 6 Treasury Management
Background Papers:	<p>The following are links to key background documents: Medium-Term Financial Strategy 2024-2028</p>

	First Financial Review 2024/25
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Second Financial Review 2024/25

Results to end of August 2024

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Section 1: 2024/25 Forecast Outturn

- 1.1 Table 1 provides a service summary of financial performance based on information available as at the end of August 2024. The current forecast is that services will be £24.5m over budget in the current year.
- 2.1 It also shows that central budgets are forecast to be £4.5m under budget resulting in an overall outturn of £20.1m overspend against a net revenue budget of £395.4m, an improvement of £6.5m from FR1.
- 3.1 The overall revenue position does not include the impact of applying any Exceptional Financial Support.
- 4.1 The forecast outturn position is based on a full financial management review across all service and reflects the following assumptions:
 - Includes those savings that have been identified as non-achievable though the tracker on our High Level Business Cases (HLBC) with no/some alternative actions currently presented;
 - A review of the on-going impacts of adverse variances identified in 2023/24;
 - Any identified, emerging items of significance:
 - Within Adult Social Care, significant growth is forecast for care costs in line with position seen year to date, less mitigations linked to delivery of the Impower savings;
 - Includes the assumptions around additional revenue resources in Childrens Services to resource the draft improvement plan in relation to the recent OFSTED inspection;
 - Forecast impact of the proposed increased 2024/25 pay award £1.6m (unfunded);
 - Detailed review of any vacancy underspends in all areas;
 - One-off items that have been identified so far through line by line reviews and/or identification of additional funding that has been announced since the MTFS was set.
 - Mitigation activities delivered or forecast to be delivered by 31 March as reflected in paragraph 28 of the main covering report.
 - Review of Section 106 legacy budgets, the effects of which are partly reflected in the FR2 forecast out-turn as a one off contributions to reserves (to be further updated at FR3), work undertaken to date has identified an improvement (reduction) of the Council's bad debt provision of £0.8m,

Further items impacting on the level of the Council's balances are detailed in **Section 5**.

2024/25 FR2	Revised Budget (NET) £m	Forecast Outturn £m	Forecast Variance £m	Forecast Variance from FR1 FR1 £m	Movement from FR1 to FR2 £m
SERVICE DIRECTORATES					
Adult Social Care - Operations	145.9	167.8	21.9	21.7	0.2
Commissioning	(8.0)	(9.1)	(1.1)	(1.0)	(0.1)
Public Health	-	-	-	-	-
Adults and Health Committee	138.0	158.7	20.8	20.7	0.0
Directorate	2.3	3.4	1.1	1.3	(0.2)
Children's Social Care	55.3	58.9	3.6	4.6	(1.0)
Education, Strong Start & Integration	35.4	36.1	0.7	1.4	(0.7)
Children and Families Committee	93.0	98.4	5.4	7.3	(1.9)
Directorate	(0.34)	(0.37)	(0.03)	(0.03)	-
Growth & Enterprise	28.4	25.2	(3.2)	(2.6)	(0.7)
Economy and Growth Committee	28.1	24.8	(3.3)	(2.6)	(0.7)
Environment & Neighbourhood Services	48.4	48.3	(0.1)	0.6	(0.7)
Environment and Communities Committee	48.4	48.3	(0.1)	0.6	(0.7)
Highways & Infrastructure	16.0	15.4	(0.6)	(0.5)	(0.1)
Highways and Transport Committee	16.0	15.4	(0.6)	(0.5)	(0.1)
Directorate	1.4	1.2	(0.2)	(0.2)	(0.0)
Finance & Customer Services	12.2	14.0	1.8	1.9	(0.1)
Transformation	-	2.8	2.8	1.9	0.9
Governance & Compliance Services	10.9	9.6	(1.3)	(1.2)	(0.1)
Communications	0.7	0.7	(0.0)	(0.0)	0.0
HR	2.4	2.1	(0.3)	(0.3)	(0.0)
ICT	12.2	11.9	(0.3)	(0.1)	(0.2)
Policy & Change	2.0	1.8	(0.1)	(0.0)	(0.1)
Corporate Policy Committee	41.8	44.2	2.4	0.0	2.4
TOTAL SERVICES NET EXPENDITURE	365.3	389.9	24.5	25.6	(1.1)
CENTRAL BUDGETS					
Capital Financing	31.7	32.0	0.3	0.4	(0.1)
Transfer to/(from) Earmarked Reserves	(13.0)	(16.5)	(3.5)	0.6	(4.1)
Parish Precepts & Other Operating Expenditure	11.4	10.1	(1.3)	(0.1)	(1.2)
Finance Sub-Committee - Central Budgets	30.0	25.6	(4.5)	0.9	(5.4)
TOTAL NET EXPENDITURE	395.4	415.4	20.1	26.5	(6.5)
Business Rates Retention Scheme	(69.5)	(69.5)	0.0	-	0.0
Specific Grants	(32.4)	(32.4)	-	-	-
Council Tax	(293.5)	(293.5)	-	-	-
Finance Sub-Committee - Net Funding	(395.4)	(395.4)	0.0	-	0.0
NET (SURPLUS) / DEFICIT	(0.0)	20.1	20.1	26.5	(6.5)

Section 2: 2024/25 Approved Budget Change Items

The following table provides up detailed commentary on the progress against the approved budget change items that were agreed as part of the budget agreed in February 2024. These are split by relevant committee.

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
	Adults and Health Committee	+1.136	+21.900	+20.764	
1	Fees and Charges	-1.800	-1.800	0	Green – see below
2	Client Contributions Increase	-0.800	-4.649	-3.849	Green - £3.85m surplus vs client contribution budget forecasted for 2024/25. This is in addition to achieving the budgeted increase for Fees and Charges & Client Contribution increase in-year (£2.6m)
3	Working Age Adults - Prevent, Reduce, Delay	-1.467	-1.467	0	Green - Multiple activities contributing to these savings. Validation of delivery and measures being developed by SROs and Finance.
4	Older People – Prevent, Reduce, Delay	-1.566	-1.566	0	Green - Multiple activities contributing to these savings. Validation of delivery and measures being developed by SROs and Finance.
5	Market Sustainability and Workforce grant	-1.100	-1.100	0	Completed
6	Revenue grants for Adult Social Care	-2.480	-2.480	0	Completed
7	Pension Costs Adjustment	-0.493	-0.493	0	Completed
8	Investment in Adult Social Care	+7.600	+30.133	+22.533	Red – MTFS growth for Care Costs not sufficient to cover the pressure seen in 2023/24 plus the expected growth in 2024/25. Mitigations to reduce pressure reported separately.
9	Pay Inflation	+1.892	+2.104	+0.212	Red - NJC Pay Claim now approved - over spend against budget as a result of £1,290/2.5% increase. Increase compared to flat percentage budget increase of 3% within original MTFS.
10	Resettlement Revenue Grants – reversal of 2023/24 use	+0.850*	+0.850*	0	Completed
11	Adult Social Care Transformation Earmarked Reserve Release – reversal of 2023/24 use	+0.500*	+0.500*	0	Completed

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
12	Market Sustainability and Fair Cost of Care – Removal of Grant Income	-	-	-	Completed - Now a 2025/26 Item
13	Asset Management	TBC	TBC	-	Green - It is expected that the NHS will confirm their intentions for usage of one of the key CEC sites in question by September 2024. Once this is received, the business case for future usage of the site will be revisited and taken through the appropriate CEC governance procedures. The model of care in relation to high-cost adult social care and health provisions will be part of this work.
14	Investigate potential agency creation	TBC	TBC	-	Green - This proposal has been consistently delivered in relation to the usage of a Care Workers agency in all but name. Care4CE, the Council's in house care provider, has been utilising workers, both casual and agency, as a bank of workers for several years to successfully deliver operational requirements. The establishment of a CEC.
In year	Other variances to reconcile to 2024/25 FR2 forecast	0	+2.888	+2.888	
In year	Mitigations reducing the FR2 reported forecast position	0	-1.020	-1.020	

** 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.*

MTFS 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)	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
	Children and Families Committee	+9.909	+15.311	+5.402	
15	Discretionary offer to children with disabilities	-0.900	-0.903	-0.003	Green - On track, project team progressing multiple improvements to redesign the service offer, ensuring consistency and efficiency.
16	Remove school catering subsidy	-0.516	-0.049	+0.467	Red - In progress, rate uplift applied from September 2024 in order to cover the costs of the service through to the end of March 2025 when it ends. However, as some schools are making their own arrangements before the end of the financial year, this will impact on the savings target.
17	Review of structure to further integrate children and families services	-1.000	-0.200	+0.800	Red - Delivery Planning in progress to address saving. Including: further Establishment review, service redesign, cross directorate risk management.
18	Reduce discretionary Post-16 Travel Support	-0.400	-0.250	+0.150	Red - Agreed by Committee so progressing, too early to confirm take-up.
19	Achieve the Family Hub model	-0.250	-0.250	0	Green - Committee approved permission to consult. Following the consultation period, a report will go back to Committee in November for a decision to move forward with the new model. Savings are not going to be 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	-0.100	-0.143	-0.043	Completed.
20b	Other Service Reviews – Maximise grant allocation to cover all costs	-0.100	0	+0.100	Red - 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	-0.050	+0.020	+0.070	Red - 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	-1.000	-1.000	0	Red - Whilst work has been taking place to open CE Children's Homes and our first open is now open, with our second due in autumn/winter, our collaboration with Foster4 working well to increase our foster carers, we still are seeing more children coming into carer. There is also increasing

MTFS 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)	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
					instability with the residential market,, driving up prices. Complex young people need high packages of support, which are extremely expensive. We are due to review all high cost placements and other placements to identify children for whom reunification to family would be appropriate. Processes are also in place by the Head of Provider Services to review costs being paid to providers.
21b	Reduce Growth in expenditure – increase commissioning approach to establish greater opportunities to provide accommodation for +16 young people	-0.400	-0.200	+0.200	Red - 16+ and 18+ Commissioning Plans / Market Shaping in Progress. Responding to increasing demand and complexity.
21c	Reduce Growth in expenditure – Foster Care	-0.250	-0.250	0	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	-0.250	-0.250	0	Amber - Establishing a Task & Finish Group to explore and develop processes and capacity to reduce costly legal proceedings.
22	Pension Costs Adjustment	-0.515	-0.342	+0.173	Red - Teacher's pension legacy costs are not reducing as anticipated. Completed - CEC pension reduction.
23	Growth to deliver statutory Youth Justice service, and growth to ensure budget is sufficient to meet Safeguarding Partnership duties	+0.170	+0.197	+0.027	Amber - It is incumbent upon the three statutory safeguarding partners, the police, health and the Local Authority, to ensure that adequate funding is allocated to the Children's Safeguarding Partnership so it can fulfil its statutory functions in delivering the multi-agency safeguarding arrangements. An internal audit identified the Local Authority had not reviewed its contributions to the partnership and was insufficiently contributing to the delivery of the partnership arrangements. As a result, growth was approved by committee. This has been supported by an increase in contributions from all partner agencies. A vacancy has also been held in the business unit.
24	Growth to provide capacity to deliver transformation for SEND	+0.500	+0.297	-0.203	Green.

MTFS 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)	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
25	Wraparound Childcare Programme (funded)	+0.587	+0.587	0	Amber - Currently reviewing sufficiency and funding details to manage delivery within budget.
25	Wraparound Childcare Programme (funded)	-0.587	-0.587	0	Amber - Currently reviewing sufficiency and funding details to manage delivery within budget.
26	Legal Proceeding - Child Protection	+0.770	+0.576	-0.194	Amber
27	Growth in School Transport budget	+0.936	+1.036	+0.100	Red.
28	Pay Inflation	+1.374	+1.915	+0.541	Red - NJC Pay Claim now approved - over spend against budget as a result of £1,290/2.5% increase. Increase compared to flat percentage budget increase of 3% within original MTFS.
29	Use of Children & Families Transformation Reserve – reversal of 2023/24 use	+1.065*	+1.065*	0	Completed.
30	Growth in Childrens Placement costs	+10.825	+12.987	+2.162	Red - Will need to be closely monitored throughout the year to ensure that funding is sufficient to meet demand and complexity.
31	Revenue costs for the Crewe Youth Zone (as above) aligned to Supporting Families Funding	-	-	-	Green
31	Early Help budget to support funding towards the Crewe Youth Zone	-	-	-	Green
32	SEND Capital Modification	TBC	TBC	-	Amber - Contingent upon wider asset management and associated timelines. Extensive work underway to plan and progress development opportunities. Captured as part of the Capital Program reported to Committee.
33	Childrens Social Work Bank	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	TBC	TBC	-	Green - Features as part of School Transport Programme.
35	Withdrawal of the CEC School Meals Service	TBC	TBC	-	Green - Features as part of School Catering subsidy project - CF2428-16.
In year	In-year emerging variance Education, Strong Start and Integration	0	-0.779	-0.779	Green. Underspend relates to vacancy management, reduced spend and income generation across services.

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In year	In-year emerging variance Children and Families Directorate	0	+0.165	+0.165	Red. Overspend relates to supplier compensation payment, external Quality Assurance Agency costs and cost of establishment.
In year	In-Year emerging variance Children's Social Care	0	+1.669	+1.669	Red. Overspend mainly relates to staffing costs.

** 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.*

MTFS 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)	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
	Corporate Policy Committee	+0.489	+2.966	+2.477	
36	Reduce leadership and management costs	-0.540	-	+0.540	Red - The feedback from the DMA review is that senior management vacancies will require recruitment to in order to complete the complement of Corporate Managers. In year vacancy savings will continue but will be time limited. There is potential to increase costs by additional management support during transformation. This will result in increased budget pressure. This pressure is being mitigated through the four in-year items at the end of this table. Most of those will be permanent and used to deliver this saving.
37	Close the Emergency Assistance Scheme	-0.220	-0.220	0	Completed
38	Reduce election costs and increase charges where possible	-0.150	-0.150	0	Green - The proposal is to make a payment during 2024/25 of £70k-£80k from the existing election account, as part of this one-off saving. The remainder will be delivered by reducing the sum which would normally be paid into the election reserve. This might be mitigated in the year of the next local elections by monies which will be raised by charging town and parish councils for their elections in 2027. However, this will not be sufficient and will be likely to lead to the need for a supplementary estimate.
39a	Accelerate Digital Transformation (ICT Operational efficiencies)	-0.100	-0.100	0	Green – third party costs have been reduced and there are plans to reduce further during the year.
39b	Accelerate Digital (Digital efficiencies)	-0.150	-0.150	0	Green – Removal of temporary budget for Solutions Architect Resource, now covered by an Earmarked Reserve.
40	Enforce prompt debt recovery and increase charges for costs	-0.150	-0.150	0	Completed - The award of costs is a matter for the Magistrates at each court hearing. However, only by exception will they vary from the level already agreed by us with the Court Manager. The approach to the Court Manager has been made and the revised level agreed. The action is therefore complete, but the financial benefits will accrue as we continue

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					the regular recovery process during the year.
41a	Other efficiencies and reductions across Corporate Services – School Subsidy (ICT)	-0.032	-0.033	-0.001	Green
41b	Other efficiencies and reductions across Corporate Services – Organisational Development	-0.100	-0.100	0	Completed
41c	Other efficiencies and reductions across Corporate Services – Registration Services	-0.050	-0.050	0	Green
41d	Other efficiencies and reductions across Corporate Services – School Subsidy	-0.018	0	+0.018	Amber - Part of the £50k School Subsidy saving - Finance team to assist in identifying options. These are listed at the end of the table.
41e	Other efficiencies and reductions across Corporate Services	-0.010	0	+0.010	Amber - Finance team to assist in identifying options. These are listed at the end of the table.
41f	Other efficiencies and reductions across Corporate Services – Printing	-0.050	0	+0.050	Amber - Finance team to assist in identifying options. These are listed at the end of the table.
41g	Other efficiencies and reductions across Corporate Services – Hybrid working / mileage	-0.050	0	+0.050	Amber – Options being considered regarding reduced travel spend including ensuring efficient planning around meeting attendance and minimising unnecessary movements across the area. This maximises efficient use of time as well for teams.
42	Pension Costs Adjustment	-0.378	-0.378	0	Completed
43	Mitigation of reduction in the Dedicated Schools Grant	+0.136	+0.136	0	Completed
44	Pay Inflation	+1.446	+1.581	+0.135	Red - NJC Pay Claim now approved - over spend against budget as a result of £1,290/2.5% increase. Increase compared to flat percentage budget increase of 3% within original MTFS.
45	Legal Services Capacity	+0.455	+0.455	0	Completed
46	ICT Review 1	+0.450	+0.450	0	Green
47	Workforce Strategy Review	TBC	-	-	Amber - There are no savings attributed to this area in 2024/2025. Opportunities to explore workforce options are being considered alongside transformation work. Any savings are likely to be realised in

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					2025/26 at the earliest. It is recommended that this item is removed from the list.
In year	Recognising the increased level of Registration service income of £350k.	0	-0.350	-0.350	This will be a permanent change to deliver the Red ranked items above.
In year	Recognising the receipt of £45k of Police and Crime Commissioner grant income.	0	-0.045	-0.045	This will be a permanent change to deliver the Red / Amber ranked items above.
In year	Taking the underspend on phones in corporate services (mobiles and rental) compared to budget.	0	-0.060	-0.060	This will be a permanent change to deliver the Red / Amber ranked items above.
In year	Additional mitigations to balance to FR1 position of +£23k for corporate incl ICT.	0	+2.130	+2.130	These will be a mix of permanent and temporary items to assist the in-year position. This includes Transformation costs.

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
	Economy and Growth Committee	+3.316	+0.041	-3.275	
49	Service Restructures within Place based Services	-0.787	0	+0.787	Amber – achievement through permanent savings remains challenging without a full restructure – which is pending the LGA review. Mitigation is through offset of underspend 'in year' and proposals are to be considered to offset permanently.
50	Reduce opening hours for main offices	-0.050	-0.050	0	Completed
51	Office estate rationalisation	-0.550	-0.250	+0.300	Amber - due to the timeline for the transfer of buildings being extended. This item is being mitigated by in year savings and by the items at the end of the table which are a mix of permanent and temporary measures.
52	Tatton Park	-0.046	-0.046	0	Amber - Savings can be achieved through investment in the Tatton Vision Programme. To date this programme has achieved cumulative MTFS savings of £624k. Amber rating reflects the fact that the Tatton Vision capital programme is currently under review. Lack of investment to maintain infrastructure or develop visitor attractions is likely to reduce savings.
53	Transfer of Congleton Visitor Information Centre	-0.020	-0.020	0	Green - Transfer of Congleton VIC to the Town Council has already occurred.
54	Pension costs adjustment	-0.157	-0.157	0	Completed
55	Tatton Park ticketing and electronic point of sale (EPOS) upgrade	+0.005	+0.005	0	Green - A procurement process is currently underway to source a supplier who can ensure onsite and web-based delivery of a new system which aligns with present and future needs. Improved functionality should enable future savings delivery.
56c	West Park collection	+0.012	+0.012	0	Green - Cost for vital conservation and storage of West Park Museum collections and ongoing temporary storage requirements.
56d	CEC archives	+0.008	0	-0.008	Amber - Timescales for implementation of the Archives capital project have slipped due to grant funding decisions, with revised opening date of Spring 2026.
57	Property Information and Management System - Estates – Revenue Adjustment	+0.030	+0.031	+0.001	Completed

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
58	Housing	+0.035	+0.035	0	Green - Consultation on the Housing Restructure commences 22 May and includes the post that the funding is attributed to. The new structure will be implemented by 1 August 2024.
59	Environmental Hub Waste Transfer Station	+0.040	+0.040	0	Green - Project on track delivery Q1/2. The replacement of bay 1 in the Councils Environmental Hub Residual Waste Transfer Station building with a new design more likely to provide long-term resilience to wear and tear, to enable the continuation of waste processing at the transfer station.
60	Rural and Visitor Economy	+0.045	+0.045	0	Green - Additional revenue support is required to cover the increase in electricity charges for the Rural and Culture Economy Service to maintain existing service provision at Tatton Park and Countryside sites.
61	Minimum energy efficiency standards (MEES) - Estates - Revenue Adjustment	+0.079	+0.079	0	Amber – Prioritised negotiations with 3rd parties/tenants occupying premises being expedited to avoid delays on obtaining access for surveys, completing necessary improvement works and legally completing lease renewals.
62	Public Rights of Way Income Realignment	+0.115	+0.115	0	Completed. Adjustments made to budget forecasts 2024/25
63	Pay inflation	+0.788	+0.940	+0.152	Red - NJC Pay Claim now approved - over spend against budget as a result of £1,290/2.5% increase. Increase compared to flat percentage budget increase of 3% within original MTFS. This item is being mitigated by the items at the end of the table which are a mix of permanent and temporary measures.
64	Crewe town centre maintenance and operation	+0.650	+0.630	-0.020	Green
65	Assets - Buildings and Operational	+3.119	+3.119	0	Green
66	Landfill Site Assessments revenue adjustment - Estates – CE Owned Landfill sites (53 sites) Review and Risk Assessment completions	-	-	-	Amber - £10k cost growth in for 25/26. Second stage of the review to commence shortly. Internal capacity within Environmental Services to be identified.
67	Tatton Park Estate Dwellings Refurbishment	-	-	-	Completed - Provision for response maintenance issues for 8 onsite dwellings to ensure properties meet standards required as part of tenancy agreements and the National Trust lease.

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
68	Improving Crewe Rented Housing Standards	-	-	-	Green
In year	Growth & Enterprise 2024/25 mitigations to balance back to finance review position	0	-3.672	-3.672	
In year	Place Directorate 2024/25 mitigations to balance back to finance review position	0	-0.815	-0.815	

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	Environment and Communities Committee	-0.052	-0.178	-0.126	
69	Refresh wholly owned company overheads and contributions	-1.000	-1.500	-0.500	Green - ASDV Review recommendations have now been approved in full by Finance Sub-Committee in their role as shareholder of the wholly owned companies. The process of insourcing these services is now underway which will release an element of their reserves in year to meet this one-off contribution.
70	Strategic Leisure Review (Stage 2)	-1.305	-1.185	+0.120	Amber - Initial savings secured via committee decision on 11th March 2024. Proposals are being developed with EHL and town and parish councils to secure the residual £250k amount - dialogue is ongoing.
71	Mitigate the impact of contract inflation and tonnage growth	-0.490	-0.490	0	Completed - Mitigate the impact of contract inflation and tonnage growth.
72	Emergency reduction of Household Waste Recycling Centres (HWRC) to four core sites	-0.263	-0.200	+0.063	Amber - Full saving on basis of original HLBC will not be achieved due to introduction of mobile provision offer as a result of Full Council decision and costs associated with trial of booking system. Following implementation of temporary closures final negotiations with supply chain are nearing conclusion in relation to savings in year, which include adjustment for waste diversion. This item is being partly mitigated by the item at the end of the table which is a mix of permanent and temporary measures.
73	Libraries Strategy	-0.365	-0.302	+0.063	Amber - Development of and consultation on Libraries Strategy is now reaching a conclusion following public consultation. Need to secure committee decision to implement final Strategy (target Nov 2024) – engagement with Town and Parish Councils undertaken to shape the Strategy proposals and seek funding contributions, which is continuing and producing results. This item is being partly mitigated by the item at the end of the table, which is a mix of permanent and temporary measures, principally vacancy management.
74	Reduce costs of street cleansing operations	-0.200	-0.200	0	Green - Value of saving now reduced from ANSA Management Fee for 2024/25, proposals to achieve which include immediate reductions in service

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
					resilience, due to removal of any vacancies and under utilised fleet.
75	Reduce revenue impact of carbon reduction capital schemes	-0.336	0	+0.336	Amber – Carbon Neutral Council target deferred from 2025 to 27, as agreed at Full Council on 27.02.24, large scale prudential borrowing funded schemes spend now reprofiled to suit, however budget not sat within E&C Committee. Discussion with Corporate Financing team to re-allocate. This item is being partly mitigated by the item at the end of the table which is a mix of permanent and temporary measures.
76	Increase Garden Waste charges to recover costs	-0.045	-0.045	0	Green – Increase Garden Waste charges for the calendar year 2025 to recover costs
77	MTFS 80 (Feb 23) – Waste Disposal – Contract Inflation and Tonnage Growth (updated forecast)	+3.577	+3.977	+0.400	Green – rating due to fluctuations in waste markets relating to recyclates and continued levels of inflation, outside CEC control and not aligned to projections. Mitigation is to continue with monthly financial monitoring and detailed update of forecasting to year end, based on market intelligence from suppliers and historical seasonal trends data.
78	Pay Inflation – CEC & ASDV	+1.861	+2.397	+0.536	Red - NJC Pay Claim now approved - over spend against budget as a result of £1,290/2.5% increase. Increase compared to flat percentage budget increase of 3% within original MTFS. This item is being partly mitigated by the item at the end of the table which is a mix of permanent and temporary measures.
79	Pension Costs Adjustment	-0.151	-0.151	0	Completed
80	MTFS 90 (Feb 23) Strategic Leisure Review	+1.250	+1.250	0	Completed - Growth item budget adjustment only - replacing 2023/24 £1.3m savings target.
81	MTFS 91 (Feb 23) – Green Spaces Maintenance Review	-0.200	-0.200	0	Green - Year 2 saving - Policy now implemented and full saving secured from ANSA contract.
82	MTFS 92 (Feb 23) - Review Waste Collection Service - Green Waste	-3.150	-3.150	0	Green - Subscription levels in line with original business model.
83	Review MTFS 92 (Feb 23) Garden waste subscription financial model in line with latest subscription levels and with actual observed	-0.429	-0.429	0	Green - Continued monitoring of subscription levels and any adverse impacts is already in place, update to original business plan assumptions.

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
	position on any waste migration				
84	MTFS 93 (Feb 23) Libraries - Service Review	-0.200	-0.200	0	Amber - Year 2 of Service Review - reduction in staffing levels have been implemented and now include vacancy management in year to ensure achievement of saving. Currently covered temporarily by vacancy savings
85	Explore a Trust delivery model for Libraries and other services	+0.150	+0.020	-0.130	Green - Growth item to cover one off costs relating to implementation of alternative delivery model(s) for libraries service. Aligned to development of Libraries Strategy.
86	CCTV – Service Efficiencies	-0.030	-0.030	0	Green – Ongoing actions to increase customer base for existing services, identification of new chargeable services/customers and service efficiency savings as well as increased fees and charges to meet the target.
87	Congleton Town Council Collaboration Agreement – Grounds Maintenance	-0.062	-0.062	0	Completed - Congleton Town Council Collaboration Agreement on Grounds Maintenance Cheshire East Contribution reduced in line with reductions in Cheshire East Maintained green space.
88	Closed Cemeteries	+0.005	+0.005	0	Completed - Inflationary adjustment to previous budget allocation only.
89	Environmental Hub maintenance	+0.023	+0.023	0	Completed - Inflationary adjustment to previous budget allocation only.
90	Review Closed Landfill Sites	+0.300*	+0.300*	0	Completed - The Council has responsibility for a number of closed landfill sites across the borough for which it holds a provision.
91	Land Charge Income Adjustment	+0.050	+0.064	+0.014	Amber - Uncertainty around implementation timescales of HMLR changes to centralise some aspects of land charges functions hence understanding of actual impact, to be regularly monitored.
92	Building Control Income Alignment	+0.203	+0.403	+0.200	Amber - Due to current national trend of downturn in planning and related building control income. To be monitored through more regular financial forecasting in service. Reforms to national planning policy recently consulted upon may have a positive impact on this position moving forward due to uplift in both volume and pace of developments coming forward. To be considered in due course following Govt announcement. This item is being partly mitigated by the item at the end of the table which is a mix of permanent and temporary measures.

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93	Local Plan Review	+0.255	+0.255	0	Completed - Budget adjustment to provide additional one-off funding towards development of new Local Plan, now commenced.
94	Planning income	+0.400	+0.910	+0.510	Amber – Forecast reduced income in year due to current national trend of downturn in planning applications and hence income. Proactively monitored through regular financial forecasting in service. Partially mitigated by continued high level of vacancies and the item at the end of the table. Recent national planning policy forms announced by Govt which were subject to a consultation process may help to alleviate the income position, but will require vacancies to be filled to cater for the likely increase in applications. To be considered as and when further announcement made.
95	Planning Service Restructure	-	-	-	Green - No action for 2024/25. Growth for 2025/26 to be kept under review.
96	Review of Household Waste Recycling Centres	+0.100	+0.100	0	Green - all activities are on track for completion on time following decision at Environment and Communities Committee on 26 September 2024 to proceed with preferred option and finalisation of new operating contract procurement process.
In year	Environment & Neighbourhood Services mitigations 2024/25 to balance back to finance review position	0	-1.738	-1.738	

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

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2024/25 MTFS £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
	Highways and Transport Committee	+4.869	+4.267	-0.602	
97	Highway maintenance savings	-0.750	-0.750	0	Green - Savings are being achieved through: - reducing the number of cuts on grass verges from 10 to 8; - directly employing staff to carry out surveys, rather than sub-contracting; - reductions in staffing and vacancy management; and - reliance on the Council's adverse weather reserve for snow clearance. Service budgets have been reduced to reflect the savings being made.
98	Introduce annual increases to car parking charges	-0.150	-0.150	0	Green - Annual inflation adjustment to existing P&D tariffs can be implemented by 1st July 2024, in advance of bringing charges into effect in the "free towns". This is 3 months earlier than planned.
99	Pension Costs Adjustment	-0.052	-0.052	0	Completed
100	Highways	-0.031	-0.031	0	Completed - This saving was delivered by changes to response times to defects in 2023/24.
101	Safe Haven outside schools (Parking)	-0.023	-0.023	0	Red - Introduction of CCTV camera enforcement of waiting/loading restrictions at school gates on a trial basis using bespoke equipment that is type approved and proven for these purposes in order to improve road safety and increase enforcement capacity at these high risk locations.
102	Transport and Infrastructure Strategy Team - Restructure	+0.120	+0.060	-0.060	Amber - Vacancies in existing structure provide some flexibilities of resourcing and recruitment planning.
103	Pay Inflation	+0.339	+0.351	+0.012	Red - NJC Pay Claim now approved - over spend against budget as a result of £1,290/2.5% increase. Increase compared to flat percentage budget increase of 3% within original MTFS. This item is being mitigated by the item at the end of the table which is a mix of permanent and temporary measures.
104	Parking - PDA / Back Office System contract	+0.100	+0.100	0	Green - Market testing completed - exploring a direct award opportunity with implementation testing and data migration.
105	Flood and Water Management Act 2010 SuDS & SABs Schedule 3 Implementation	+0.100	+0.100	0	Green - The requirement is to be ready to implement changes when regulations are implemented nationally.

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					A training plan for existing staff has been identified. Recruitment is to be progressed.
106	Energy saving measures from streetlights	+0.242	+0.242	0	Completed - This entry was in the MTFS to cancel an unachievable saving from 2022/23. There is no further action.
107	Parking	+0.245	+0.245	0	Amber - Following decisions in January 2024, arrangements are in place to adjust existing Pay & Display tariffs from 1 July 2024 and extend pay and display to car parks in "free towns" by October 2024. Statutory consultations on Sunday and Evening charges will start in July. A trial of demand-responsive tariffs will begin with the opening of the new multistorey car park in Crewe.
108	Highways Revenue Services	+2.479	+2.479	0	Completed - This is a growth item. The growth has been factored into 2024/25 service levels and business plans. No further action.
109	Local Bus	+2.250	+2.250	0	Green
110	FlexiLink Service Improvement Plan	-	-	-	Green - A bus service review consultation is underway, including proposals relating to flexible transport. Committee received a report updating on the outcomes of the consultation and the approach to procurement on 19 September 2024.
111	Highways Depot Improvements	-	-	-	Red - This later year saving is subject to the approval of the business case for capital investment in depots. This will be reviewed during 2024/25.
112	Bus Stop Advertising Revenue Generation	-	-	-	Amber - Opportunity to shadow CWAC council's extension of the existing contract in the interim period.
In year	Highways & Infrastructure 2024-25 mitigations to balance to finance review	0	-0.554	-0.554	

MTFS Ref No	Detailed List of Approved Budget Changes – Central Budgets	2024/25 £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
	Finance Sub-Committee	-19.667	-24.138	-4.471	
113	Capital Financing - Minimum Revenue Provision	+9.508	+9.846	+0.338	Amber – assumes use of reserve of £2.135m (subject to approval). Ongoing capital review seeking to significantly reduce spend funded by borrowing.
114	Central Bad Debt Provision adjustment	+0.600	+0.600	0	Completed - budget adjustment.
115	Use of Earmarked Reserves – MTFS Reserve	+0.255	+0.255	0	Completed - budget adjustment / planned use of reserve.
115	MTFS Reserve – reversal of 2023/24 use	+1.536	+1.536	0	Completed - budget adjustment / planned use of reserve.
116	Collection Fund Reserve - Use of Earmarked Reserves	-0.834	-0.834	0	Completed - budget adjustment / planned use of reserve.
116	Collection Fund Reserve – reversal of 2023/24 use of reserves	+2.234	+2.234	0	Completed - budget adjustment / planned use of reserve.
117	Brighter Futures Transformation – reversal of 2023/24 use of reserves	+1.271	+1.271	0	Completed - budget adjustment / planned use of reserve.
118	Use of General Reserves – Fund in-year budget shortfall [NEW]	-11.654	-11.654	0	Completed - Drawn down in line with the MTFS forecast.
Amber 119	Council Tax - % increase	-13.527	-13.527	0	Green - Council tax and business rates income collection managed through the Collection Fund therefore no impact on current year funding target.
120	Council Tax – Base increase	-2.461	-2.461	0	Green - Council tax and business rates income collection managed through the Collection Fund therefore no impact on current year funding target.
121	Business Rates Retention Scheme – use of S31 compensation grants	-1.350	-1.350	0	Green - Grants to be received in line with final settlement from MHCLG.
122	Unring-fenced Grants + Revenue Support Grant	-5.245	-5.245	0	Green - Grants to be received in line with final settlement from MHCLG.
123	Council Tax and Business Rates Collection [NEW]	TBC	-	-	Initial case was to implement a working group to review council tax collection. No savings value was assigned to the case. The intention now is to bring

MTFS Ref No	Detailed List of Approved Budget Changes – Central Budgets	2024/25 £m	2024/25 Forecast Outturn £m	2024/25 Forecast Outturn Variance £m	Progress 2024/25 (RAG rating and commentary)
					forward via an informal briefing to include options around the council tax support scheme review (FS2428)
124	Council Tax Support [NEW]	TBC	-	-	Preparations to be made during 2024/25 with a view to amending the council tax support scheme in 2025/26. No value is assigned to 2024/25 as any savings/growth will be realised in 2025/26. Consultation dates / material to come via Finance Sub-Committee for summer launch. Final decision point will be December Council meeting 2024.
In year	Bad Debt Provision reduction (one off)	-	-0.839	-0.839	
In year	S106 (Estimate provisional – one off – may increase, still under review)	-	-0.452	-0.452	
In year	Increased use of reserves re Transformation spend included in Service FR2 forecasts	-	-4.034	-4.043	
In year	Adjustment to use of Earmarked reserves budgeted figure within Service Budgets	-	+0.525	+0.525	

Section 3: Revenue Grants for approval

- 3.1. 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.
- 3.2. Spending in relation to specific purpose grants must be in line with the purpose for which it is provided.
- 3.3. **Table 1** shows additional specific purpose grant allocations that have been received over £1m that **Council** will be asked to approve.
- 3.4. **Table 2** shows additional specific purpose grant allocations that have been received which are over £500,000 and up to £1m, and are for **Committee** approval.

Table 1 – Council Decision

Supplementary Revenue Estimate Requests for Allocation of Additional Grant Funding (Specific Purpose) over £1,000,000

Committee	Type of Grant	£000	Details
Children and Families – Children’s Services	Household Support Fund (Specific Purpose)	2,200	This grant is from the Department for Work and Pensions. This is an extension to the Household Support Fund (HSF) and will cover the period from October 2024 to March 2025. The HSF is to provide crisis support to financially vulnerable households most in need.

Table 2 – Committee Decision

Supplementary Revenue Estimate Requests for Allocation of Additional Grant Funding (Specific Purpose) over £500,000 up to £1,000,000

Committee	Type of Grant	£000	Details
Adults and Health	Asylum Dispersal Scheme (Specific Purpose)	770	This grant is from the Home Office (HO). Funding allocated by the Home Office for Cheshire East to support the Asylum Dispersal Scheme.

Section 4: Capital

Table 1: Financial Parameters for 2023/24 to 2026/27

Parameter	Value (£m)			
	2023/24	2024/25	2025/26	2026/27
Repayment of Borrowing				
Minimum Revenue Provision*	17.5	18.8	23.2	24.9
External Loan Interest	14.3	18.1	16.5	15.0
Investment Income	(3.8)	(3.5)	(2.2)	(1.8)
Contributions from Services Revenue Budgets	(1.2)	(1.3)	(1.8)	(2.4)
Total Capital Financing Costs	26.8	32.1	35.7	35.7
Use of Financing EMR	(7.9)	(2.1)	0	0
Actual CFB in MTFS	19.0	28.5	35.2	35.5
Budget Deficit	(0)	1.5	0.5	0.2
Capital Receipts targets*	1.0	1.0	1.0	1.0
Flexible use of Capital Receipts	1.0	1.0	1.0	1.0

*Anticipated MRP based on achieving capital receipts targets

- 1.1. The revised programme is funded from both direct income (grants, external contributions) and the Council's own resources (prudential borrowing, revenue contributions, capital reserve). A funding summary is shown in **Table 2**.
- 1.2. **Table 3** lists details of Delegated decisions up to £500,000 for noting.
- 1.3. **Table 4** lists Capital Supplementary Estimates over £500,000 and up to £1,000,000 for committee approval and Capital Virements over £500,000 and up to and including £5,000,000 that require Relevant Member(s) of CLT and Chief Finance Officer in consultation with Chair of the relevant Committee and the Chair of Finance Sub-Committee to approve.
- 1.4. **Table 5** lists Supplementary Capital Estimates over £1,000,000 which Finance Sub-committee are asked to recommend to Council for approval.

Table 2: Capital Programme Update

CHESHIRE EAST COUNCIL CAPITAL PROGRAMME SUMMARY					
CAPITAL PROGRAMME 2024/25 - 2027/28					
	Forecast 2024/25 £000	Forecast 2025/26 £000	Forecast 2026/27 £000	Forecast 2027/28 £000	Total Forecast 2024-28 £000
Committed Schemes - In					
Adults and Health	800				800
Children and Families	32,551	25,086	16,355	17,749	91,741
Highways & Transport	46,992	36,385	27,297	126,015	236,689
Economy & Growth	43,747	32,669	44,164	61,502	182,082
Environment & Communities	13,184	17,001	3,414	22	33,621
Corporate Policy	11,962	6,627	3,173	1,834	23,596
Total Committed Schemes - In Progress	149,236	117,768	94,403	207,122	568,529
CAPITAL PROGRAMME 2024/25 - 2027/28					
	Forecast 2024/25 £000	Forecast 2025/26 £000	Forecast 2026/27 £000	Forecast 2027/28 £000	Total Forecast 2024-28 £000
New Schemes					
Adults and Health					0
Children and Families	1,738	7,200	5,248	3,000	17,186
Highways & Transport	895	21,842	15,051	15,051	52,839
Economy & Growth	3,145	358	0	0	3,503
Environment & Communities	2,647	4,602	1,150	0	8,399
Corporate Policy					0
Total New Schemes	8,425	34,002	21,449	18,051	81,927
Total	157,661	151,770	115,852	225,173	650,456
Funding Requirement					
Indicative Funding Analysis: (See note 1)					
Government Grants	96,481	81,330	71,168	114,808	363,786
External Contributions	15,402	11,784	12,642	67,855	107,683
Revenue Contributions	444	0	0	0	444
Capital Receipts	233	660	17,240	17,466	35,599
Prudential Borrowing (See note 2)	45,101	57,996	14,802	25,044	142,943
Total	157,661	151,770	115,852	225,173	650,456

Note 1:

The funding requirement identified in the above table does not currently represent a balanced and affordable position, in the medium term. The Council will need to transform the capital programme to reduce the number of schemes requiring Cheshire East Resources and the need to borrow. The level of capital receipts are based on a prudent approach based on the work of the Asset Management team and their most recently updated Disposals Programme.

Note 2:

The schemes marked **and highlighted in the MTFs cannot proceed until the Capital Programme Review has been completed. Any urgent requests to continue prior to the reviews completion will require approval from the Chair of Finance Sub Committee and the S.151 Officer

Note 3:

Appropriate charges to the revenue budget will only commence in the year following the completion of the associated capital asset. This allows the Council to constantly review the most cost effective way of funding capital expenditure.

Table 3: Delegated Decisions – Supplementary Capital estimates and Budget virements up to £500,000

Committee / Capital Scheme	Amount Requested £	Reason and Funding Source
Supplementary Capital Estimates that have been made up to £500,000		
Highways & Transport		
Infrastructure		
S106 M6 J17 Improvements	57,295	To add S106 monies received into the Programme.
Alvaston Roundabout Works	448,281	To add S106 monies received into the Programme.
Total Supplementary Capital Estimates Requested	505,576	
£		
Capital Budget Virements that have been made up to £500,000		
Economy & Growth		
Macclesfield Indoor Market Refurbishment	243,000	To be moved from Macc on Foot, both Shared Prosperity Fund (UK) grant funded projects.
Highways		
Programme Management	118,320	To match budget to cost alignment, funded by virement from "Client Contract and Asset Management". All funded by Local Transport Grant.
Bridge Maintenance Minor Works	254,593	Works in relation to A523 Mill house Bridge, to be funded by virements from "Transport & Infrastructure Development Studies" (£50,000); "Client Contract and Asset Management" (£154,593); "LTP Development & Monitoring Studies" (£50,000). All funded by Local Transport Grant.
Total Capital Budget Virements Approved	615,913	
Total Supplementary Capital Estimates and Virements	1,121,489	

Table 4: Requests for Supplementary Capital Estimates (SCEs) and Virements

Committee / Capital Scheme	Amount Requested £	Reason and Funding Source
Service Committee are asked to approve the Supplementary Capital Estimates above £500,000 up to and including £1,000,000		
Highways & Transport		
Transport		
Bridge Maintenance Minor Wks	602,407	Works in relation to A523 Mill house Bridge, to be funded by reimbursements in relation to insurance claims.
Total Supplementary Capital Estimates Requested	602,407	
Service committee are asked to note Capital Budget Virements above £500,000 up to and including £5,000,000 for approval by Relevant Member(s) of CLT and Chief Finance Officer in consultation with Chair of the relevant Committee and the Chair of Finance Sub-Committee		
Highways & Transport		
Infrastructure		
Middlewich Eastern Bypass	2,243,000	} Virements from Congleton Relief Road whose revised forecasts are expected to be significantly less.
Poynton Relief Road	2,191,429	
Total Capital Virements requested	4,434,429	
Total Supplementary Capital Estimates and Virements	5,036,836	

Table 5: Recommendations for Approval for Supplementary Capital Estimates (SCEs) and Virements

Committee	Amount Requested £	Reason and Funding Source
Finance Sub Committee are asked to recommend to Council the approval of the Supplementary Capital SCEs over £1,000,000		
Highways & Transport		
Infrastructure		
Burford Roundabout Works	1,389,281	To add S106 monies received against planning app 13/2471N plus any subsequently applied interest into the Programme so that initial works can take place.
Total Supplementary Capital Estimates Requested	1,389,281	
Total Supplementary Capital Estimates and Virements	1,389,281	

Section 5: Reserves

Management of Council Reserves

- 5.1. The Council's Reserves Strategy states that the Council will maintain reserves to protect against risk and support investment.
- 5.2. The opening balance at 1 April 2024 in the Council's General Fund Reserves was £5.6m, as published in the Council's Statement of Accounts for 2023/24.
- 5.3. At FR1 stage the closing balance at 31 March 2025 in the Council's General Fund Reserve was forecast to be £4.5m. However, at the FR2 stage, a further £4m transformational spend has been included within the service forecasts which will be funded from General reserves, reducing the forecast balance to £0.5m.
- 5.4. The current balance on reserves is insufficient in order to provide adequate protection against established and newly emerging risks, such as inflation and particularly the DSG deficit, which is projected to rise to £120.1m by year end and has been highlighted in the MTFS as having no alternative funding.
- 5.5. The Council also maintains Earmarked Revenue Reserves for specific purposes. The opening balance at 1 April 2024 was £32.3m.
- 5.6. During 2024/25, a net total of £10.6m has been drawn down to the support the in-year deficit position. A further £6.3m is being forecast to fund expenditure specifically provided for by services. These balances fall within the forecasts approved during the MTFS budget setting process.
- 5.7. Additional drawdown requests, above those forecast during MTFS, have been made by various services to support specific expenditure totalling £5.8m. These drawdowns, as detailed in the tables below, will be subject to approval by the Section 151 Officer.
- 5.8. The closing balance at 31 March 2025, is forecast at £9.5m.
- 5.9. Unspent schools' budgets that have been delegated, as laid down in the Schools Standards Framework Act 1998, remain at the disposal of the school and are not available for Council use. These balances are therefore excluded from all reserve forecasts.

Table 1 – Reserves Balances

Reserve	2023/24 Outturn	2024/25 Forecast
	£m	£m
General Reserves	5.6	0.5
Earmarked Reserves (Excluding Schools)	32.3	9.5
Total Reserves Balance at 31st March	37.9	10.0

Table 2 - Earmarked Reserves Summary

Committee Reserves	Opening Balance 1st April 2024 £000	Transfers to General Fund £000	Forecast Movement in Reserves £000	Additional Drawdown Requests £000	Forecast Closing Balance 31 March 2025 £000
Adults and Health	5,226	(2,795)	(110)	0	2,321
Children and Families	1,724	0	(1,593)	(131)	0
Corporate Policy	20,773	(6,551)	(2,830)	(4,545)	6,847
Economy and Growth	2,777	(662)	(1,004)	(765)	346
Environment and Communities	870	(390)	(402)	(78)	0
Highways and Transport	908	(205)	(415)	(288)	0
TOTAL EARMARKED RESERVE MOVEMENT	32,278	(10,603)	(6,354)	(5,807)	9,514

* All 'Additional Drawdown Requests' are subject to approval.

* Total excludes schools' balances

Adults and Health Committee

Reserve Account	Opening Balance 01 April 2024 £000	Drawdowns to General Fund £000	Approved Movement Forecast £000	Additional Drawdown Requests* £000	Closing Balance Forecast 31 March 2025 £000	Notes
<u>Adults Social Care Commissioning</u>						
PFI Equalisation - Extra Care Housing	2,857	(2,795)	0	0	62	Surplus grant set aside to meet future payments on existing PFI contract and the anticipated gap at the end of the agreement.
<u>Public Health</u>						
Public Health Reserve	2,369	0	(110)	0	2,259	Ring-fenced underspend to be invested in areas to improve performance against key targets; including the creation of an Innovation Fund to support partners to deliver initiatives that tackle key health issues.
ADULTS AND HEALTH RESERVE TOTAL	5,226	(2,795)	(110)	0	2,321	

* All 'Additional Drawdown Requests' are subject to approval.

Children and Families Committee

Reserve Account	Opening Balance 01 April 2024 £000	Drawdowns to General Fund £000	Approved Movement Forecast £000	Additional Drawdown Requests* £000	Closing Balance Forecast 31 March 2025 £000	Notes
<u>Childrens Social Care</u>						
Domestic Abuse Partnership	131	0	0	(131)	0	To sustain preventative services to vulnerable people as a result of partnership funding in previous years.
<u>Strong Start, Family Help and Integration</u>						
Troubled Families Initiative	1,593	0	(1,593)	0	0	Crewe Youth Zone and ACT have been assigned funding from shared outcomes of the Supporting Families Programme.
CHILDREN AND FAMILIES RESERVE TOTAL	1,724	0	(1,593)	(131)	0	

* All 'Additional Drawdown Requests' are subject to approval.

Corporate Policy Committee and Central Reserves

Reserve Account	Opening Balance 01 April 2024 £000	Drawdowns to General Fund £000	Approved Movement Forecast £000	Additional Drawdown Requests* £000	Closing Balance Forecast 31 March 2025 £000	Notes
<u>Corporate Directorate</u>						To support a number of widespread projects within the Corporate Directorate.
Corporate Directorate Reserve	1,164	(935)	0	0	229	
<u>Finance and Customer Service</u>						To manage cash flow implications as part of the Business Rates Retention Scheme.
Collection Fund Management	8,154	(1,235)	(2,915)	0	4,004	
Capital Financing Reserve	4,531	0	0	(4,531)	0	To provide for financing of capital schemes, other projects and initiatives
MTFS Reserve	2,914	(741)	255	0	2,428	To support the financial strategy and risk management. £1.2m of the remaining reserve balance had previously been earmarked for future voluntary redundancy costs.
Brighter Futures Transformation Programme	490	(470)	(20)	0	0	To fund the Council's four year transformation programme and its five outcomes of Culture; Estates and ICT systems; Customer Experience, Commercial Approach and Governance.
Section 31 Revenue Grants	14	0	0	(14)	0	Unspent specific use grant carried forward into 2024/25.
<u>Governance and Compliance</u>						To settle insurance claims and manage excess costs. The full reserve has been released to the general fund to support the in-year deficit pressure.
Insurance Reserve	3,098	(3,098)	0	0	0	
Elections General	132	0	0	0	132	To provide funds for Election costs every 4 years.
Brexit Funding	13	(13)	0	0	0	Residual reserve balance has been released to the general fund to support the in-year deficit pressure.

Corporate Policy Committee and Central Reserves Continued

Reserve Account	Opening Balance 01 April 2024	Drawdowns to General Fund	Approved Movement Forecast	Additional Drawdown Requests*	Closing Balance Forecast 31 March 2025	Notes
	£000	£000	£000	£000	£000	
<u>Human Resources</u>						
HR (CARE4CE Review, Culture Change, Pay realignment, Learning Mgt System)	59	(59)	0	0	0	Residual reserve balance has been released to the general fund to support the in-year deficit pressure.
Pay Structure (M Grade Review)	54	0	0	0	54	Created to help fund ongoing changes to pay structure.
<u>ICT</u>						
Digital Solutions Architect	150	0	(150)	0	0	New reserve created in 23/24 to fund a role for the Digital Customer Enablement programme and will be key to realising the cost savings and efficiencies across the Council from the deployment of a number of digital initiatives.
CORPORATE POLICY AND CENTRAL RESERVE TOTAL	20,773	(6,551)	(2,830)	(4,545)	6,847	

* All 'Additional Drawdown Requests' are subject to approval.

Economy and Growth Committee

Reserve Account	Opening Balance 01 April 2024 £000	Drawdowns to General Fund £000	Approved Movement Forecast £000	Additional Drawdown Requests* £000	Closing Balance Forecast 31 March 2025 £000	Notes
<u>Directorate</u>						
Place Directorate Reserve	1,164	0	(473)	(385)	306	To support a number of widespread projects within the Place Directorate.
Investment (Sustainability)	610	0	(427)	(143)	40	To support investment that can increase longer term financial independence and stability of the Council.
<u>Growth and Enterprise</u>						
Legal Proceedings	212	0	(104)	(108)	0	To enable legal proceedings on land and property matters.
Investment Portfolio	534	(534)	0	0	0	The full reserve has been released to the general fund to support the in-year deficit pressure.
Homelessness & Housing Options - Revenue Grants	129	0	0	(129)	0	Grant committed for the purchase and refurbishment of properties to be used as temporary accommodation to house vulnerable families.
Tatton Park Trading Reserve	128	(128)	0	0	0	The full reserve has been released to the general fund to support the in-year deficit pressure.
ECONOMY AND GROWTH RESERVE TOTAL	2,777	(662)	(1,004)	(765)	346	

* All 'Additional Drawdown Requests' are subject to approval.

Environment and Communities Committee

Reserve Account	Opening Balance 01 April 2024 £000	Drawdowns to General Fund £000	Approved Movement Forecast £000	Additional Drawdown Requests* £000	Closing Balance Forecast 31 March 2025 £000	Notes
<u>Environment and Neighbourhood Services</u>						
Strategic Planning	568	(281)	(287)	0	0	To meet costs associated with the Local Plan - site allocations, minerals and waste DPD.
Trees / Structures Risk Management	139	(55)	(55)	(29)	0	To help respond to increases in risks relating to the environment, in particular the management of trees, structures and dealing with adverse weather events.
Air Quality	36	0	(17)	(19)	0	Air Quality Management - DEFRA Action Plan. Relocating electric vehicle chargepoint in Congleton.
Licensing Enforcement	8	0	0	(8)	0	Three year reserve to fund a third party review and update of the Cheshire East Council Taxi Licensing Enforcement Policies.
Flood Water Management (Emergency Planning)	2	0	(2)	0	0	Relating to Public Information Works.
Neighbourhood Planning	82	(41)	(41)	0	0	To match income and expenditure.
Spatial Planning - revenue grant	13	(13)	0	0	0	Residual reserve balance has been released to the general fund to support the in-year deficit pressure.
Street Cleansing	22	0	0	(22)	0	Committed expenditure on voluntary litter picking equipment and electric blowers.
ENVIRONMENT AND NEIGHBOURHOOD RESERVE TOTAL	870	(390)	(402)	(78)	0	

* All 'Additional Drawdown Requests' are subject to approval.

Highways and Transport Committee

Reserve Account	Opening Balance 01 April 2024 £000	Drawdowns to General Fund £000	Approved Movement Forecast £000	Additional Drawdown Requests* £000	Closing Balance Forecast 31 March 2025 £000	Notes
<u>Highways and Infrastructure</u>						
Rail and Transport Integration	385	(185)	(200)	0	0	To support the Council's committed costs to the rail and transport networks across the borough.
Flood Recovery Works	400	0	(200)	(200)	0	To help the service manage risks such as the impact of adverse weather, specifically flooding or extensive periods where winter maintenance is required.
Highways Procurement Project	104	(20)	(15)	(69)	0	To finance the development of the next Highway Service Contract. Depot mobilisation costs, split over 7 years from start of contract in 2018.
LEP-Local Transport Body	19	0	0	(19)	0	Contribution to LEP transport studies/consultancy. Ongoing working around Transport Legacy issues.
ECONOMY AND GROWTH RESERVE TOTAL	908	(205)	(415)	(288)	0	

* All 'Additional Drawdown Requests' are subject to approval.

Section 6: Treasury Management

Prudential Indicators revisions to: 2023/24 and 2024/25 – 2026/27 and future years

Background

- 6.1. There is a requirement under the Local Government Act 2003 for local authorities to have regard to CIPFA's Prudential Code for Capital Finance in Local Authorities (the "CIPFA Prudential Code") when setting and reviewing their Prudential Indicators.

Estimates of Capital Expenditure

- 6.2. In 2024/25, the Council estimates to spend £157.7m on capital expenditure as summarised below.

Capital Expenditure	2023/24 Actual £m	2024/25 Estimate £m	2025/26 Estimate £m	2026/27 Estimate £m	Future years £m
Total	136.9	157.7	151.8	115.9	225.1

Source: Cheshire East Finance

Capital Financing

- 6.3. All capital expenditure must be financed either from external sources (government grants and other contributions), the Council's own resources (revenue reserves and capital receipts) or debt (borrowing, leasing and Private Finance Initiative). The planned financing of capital expenditure is as follows.

Capital Financing	2023/24 Actual £m	2024/25 Estimate £m	2025/26 Estimate £m	2026/27 Estimate £m	Future years £m
Capital receipts	0.1	0.2	0.7	17.2	17.5
Government Grants	61.2	96.5	81.3	71.2	114.8
External Contributions	8.8	15.4	11.8	12.7	67.8
Revenue Contributions	1.3	0.5	0.0	0.0	0.0
Total Financing	71.4	112.6	93.8	101.1	200.1
Prudential Borrowing	65.5	45.1	58.0	14.8	25.0
Total Funding	65.5	45.1	58.0	14.8	25.0
Total Financing and Funding	136.9	157.7	151.8	115.9	225.1

Source: Cheshire East Finance

Replacement of debt finance

- 6.4. Debt is only a temporary source of finance, since loans and leases must be repaid, and this is therefore replaced over time by other financing, usually from revenue which is known as minimum revenue provision (MRP). Alternatively, proceeds from selling capital

assets may be used to replace debt finance. Planned MRP repayments are as follows.

Replacement of debt finance	2023/24 Actual £m	2024/25 Estimate £m	2025/26 Estimate £m	2026/27 Estimate £m	2027/28 Estimate £m
Total	17.5	18.8	23.0	24.9	25.3

Source: Cheshire East Finance

Estimates of Capital Financing Requirement

- 6.5. The Council's cumulative outstanding amount of debt finance is measured by the capital financing requirement (CFR). This increases with new debt-financed capital expenditure and reduces with MRP repayments and capital receipts used to replace debt. The CFR will decrease by £2m during 2024/25. This assumes that were there has been significant forward funding of certain schemes that grants and other contributions are received in year to repay that forward funding. Based on the above figures for expenditure and financing, the Council's estimated CFR is as follows.

Capital Financing Requirement	2023/24 Actual £m	2024/25 Estimate £m	2025/26 Estimate £m	2026/27 Estimate £m	2027/28 Estimate £m
Total	488	486	517	506	501

Source: Cheshire East Finance

Asset disposals

- 6.6. When a capital asset is no longer needed, it may be sold so that the proceeds, known as capital receipts, can be spent on new assets or to repay debt. Repayments of capital grants, loans and investments also generate capital receipts. The Council received £3.5m of capital receipts from asset sales in 2023/24 and plans to receive a further £4.8m in future years.

Capital Receipts	2023/24 Actual £m	2024/25 Estimate £m	2025/26 Estimate £m	2026/27 Estimate £m	2027/28 Estimate £m
Asset Sales	3.4	2.3	4.0	4.0	4.0
Loans Repaid	0.1	0.2	0.2	0.2	0.2
Total	3.5	2.5	4.2	4.2	4.2

Source: Cheshire East Finance

Gross Debt and the Capital Financing Requirement

- 6.7. The Council's main objectives when borrowing are to achieve a low but certain cost of finance while retaining flexibility should plans change in the future. These objectives are often conflicting and the Council therefore seeks to strike a balance between cheap short term loans (currently available at around 4.95%) and long term fixed rate loans where the future cost is known but fixed over a period when rates are expected to fall (currently 4.99%– 5.3%).
- 6.8. Projected levels of the Council's total outstanding debt (which comprises borrowing, PFI liabilities, leases are shown below, compared with the capital financing requirement.

Gross Debt and the Capital Financing Requirement	2023/24 Actual	2024/25 Estimate	2025/26 Estimate	2026/27 Estimate	2027/28 Estimate
	£m	£m	£m	£m	£m
Borrowing	337	374	439	454	480
PFI Liabilities	18	17	17	15	14
Total Debt	355	391	456	469	494
Capital Financing Req.	488	486	517	506	501

Source: Cheshire East Finance

- 6.9. Statutory guidance is that debt should remain below the capital financing requirement, except in the short term. As can be seen from the above table, the Council expects to comply with this in the medium term.

Liability Benchmark

- 6.10. To compare the Council's actual borrowing against an alternative strategy, a liability benchmark has been calculated showing the lowest risk level of borrowing. This assumes that cash and investment balances are kept to a minimum level of £20m at each year end. This benchmark is currently £331m and is forecast to rise to £415m over the next four years.

Borrowing and the Liability Benchmark	2023/24 Actual	2024/25 Estimate	2025/26 Estimate	2026/27 Estimate	2027/28 Estimate
	£m	£m	£m	£m	£m
Outstanding Debt	337	374	439	454	480
Liability Benchmark	331	355	403	412	415

Source: Cheshire East Finance

- 6.11. The table shows that the Council expects to borrow above its liability benchmark.

Affordable borrowing limit

- 6.12. The Council is legally obliged to set an affordable borrowing limit (also termed the authorised limit for external debt) each year. In line with statutory guidance, a lower "operational boundary" is also set as a warning level should debt approach the limit.

	2023/24 limit £m	2024/25 limit £m	2025/26 limit £m	2026/27 Estimate £m	2027/28 Estimate £m
Authorised Limit for Borrowing	540	570	590	590	590
Authorised Limit for Other Long-Term Liabilities	18	17	17	15	14
Authorised Limit for External Debt	558	587	607	605	604
Operational Boundary for Borrowing	530	560	580	580	580
Operational Boundary for Other Long-Term Liabilities	18	17	17	15	14
Operational Boundary for External Debt	548	577	597	595	594

Source: Cheshire East Finance

Investment Strategy

- 6.13. Treasury investments arise from receiving cash before it is paid out again. Investments made for service reasons or for pure financial gain are not generally considered to be part of treasury management.
- 6.14. The Council's policy on treasury investments is to prioritise security and liquidity over yield, that is to focus on minimising risk rather than maximising returns. Cash that is likely to be spent in the near term is invested securely, for example with money market funds, other local authorities or selected high quality banks, to minimise the risk of loss. Money that will be held for longer terms is invested more widely, including in shares and property, to balance the risk of loss against the risk of returns below inflation.

Treasury Management Investments	31/03/24 Actual £m	31/03/25 Estimate £m	31/03/26 Estimate £m	31/03/27 Estimate £m	31/03/28 Estimate £m
Short term	22	20	20	20	20
Long term	20	20	20	20	20
Total Investments	42	40	40	40	40

Source: Cheshire East Finance

- 6.15. Further details on treasury investments are in pages of the Treasury Management Strategy, reported here: [Final Outturn 2023-24 Annex 1.pdf \(cheshireeast.gov.uk\)](#)
- 6.16. Decisions on treasury management investment and borrowing are made daily and are therefore delegated to the Section 151 Officer and staff, who must act in line with the treasury management strategy approved by Council. Quarterly reports on treasury activity are reported to Cabinet as part of the Finance Update reports. The Audit and Governance Committee is responsible for scrutinising treasury management decisions.

- 6.17. Further details on investments for service purposes and commercial activities are in the Investment Strategy, reported here: [Final Outturn 2023-24 Annex 1.pdf \(cheshireeast.gov.uk\)](#)
- 6.18. Although capital expenditure is not charged directly to the revenue budget, interest payable on loans and MRP are charged to revenue, offset by an investment income receivable. The net annual charge is known as financing costs; this is compared to the net revenue stream i.e., the amount funded from Council Tax, business rates and general government grants.

Ratio of Financing Costs to Net Revenue Stream	31/03/24 Actual	31/03/25 Estimate	31/03/26 Estimate	31/03/27 Estimate	31/03/28 Estimate
Financing Costs (£m)	19.0	28.5	35.3	35.5	33.3
Proportion of net revenue stream %	5.38	7.20	8.77	8.60	7.84

Source: Cheshire East Finance

Treasury Management Indicators

- 6.19. The Authority measures and manages its exposures to treasury management risks using the following indicators.
- 6.20. **Interest Rate Exposures:** This indicator is set to control the Authority's exposure to interest rate risk. The upper limit on the one-year revenue impact of a 1% rise in interest rates is:
- 6.21. The impact of a change in interest rates is calculated on the assumption that maturing loans and investments will be replaced at current rates. The Council is expected to remain a net borrower in 2024/25 so a fall in rates would lead to savings rather than incurring additional cost so a limit of £0 was set. Rates are now more likely to reduce than increase so full revenue impact of changing rates is likely to be beneficial.

Interest Rate Risk Indicator	Limit
Upper limit on one-year revenue impact of a 1% rise in interest rates	£2,270,000
Likely revenue impact in 2024/25 of a 1% rise in interest rates	£1,240,000

- 6.22. **Maturity Structure of Borrowing:** This indicator is set to control the Authority's exposure to refinancing risk. Lower limits have been set at 0%. The upper limits on the maturity structure of borrowing and the actual maturity profiles as at 30 September 2024 are:

Refinancing rate risk indicator	Upper Limit	Actual
Under 12 months	75%	68%

Refinancing rate risk indicator	Upper Limit	Actual
12 months and within 24 months	75%	1%
24 months and within 5 years	75%	6%
5 years and within 10 years	75%	12%
10 years and within 20 years	100%	5%
20 years and above	100%	8%

- 6.23. Time periods start on the first day of each financial year. The maturity date of borrowing is the earliest date on which the lender can demand repayment. The upper limit for loans maturing in under 12 months is relatively high as short term has been considerably cheaper than alternatives and allows for LOBO loans which have the potential to be repaid early. This will be kept under review as it does increase the risk of higher financing costs in the future.
- 6.24. **Principal Sums Invested for Periods Longer than 364 days:** The purpose of this indicator is to control the Authority's exposure to the risk of incurring losses by seeking early repayment of its investments. The limits on the total principal sum invested to final maturities beyond the period end will be:

Price Risk Indicator	2024/25	2025/26	2026/27
Limit on principal invested beyond year end	£25m	£15m	£10m
Actual amounts committed beyond year end	£0m	£0m	£0m

OPEN

Children and Families Committee

Monday, 11 November 2024

Medium Term Financial Strategy Update 2025/26 - 2028/29 (Children & Families Committee)

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

Report Reference No: CF/13/24-25

Ward(s) Affected: All Wards

Purpose of Report

- 1 The Medium-Term Financial Strategy (MTFS) sets out how the Council will resource the achievement of the Council Plan and is subject to consultation and approval on an annual basis. The Finance Sub-committee approved the financial assumptions underpinning the current MTFS at their meeting in June 2024, with a further funding update received in September 2024.
- 2 This report sets out progress since that time and further development activity required before the final MTFS 2025-29 is presented for approval to the budget setting Council in February 2025.
- 3 Developing the MTFS requires a wide range of stakeholder engagement. Members are key stakeholders in their capacity as community leaders, but also in their capacity as decision makers in setting the Council's budget. The Finance-Sub Committee formed a working group to scrutinise the financial assumptions underpinning the current MTFS.
- 4 Individual Committees are being asked to review the in-year budget position and consider how this performance will impact on services they are responsible for (see Second Financial Review Report on the Agenda).

- 5 Stakeholder engagement will follow when financial proposals have been considered and identified for consultation; it is planned that this will be approved at the meeting of the Corporate Policy Committee on 28 November. The January cycle of Committee meetings will be the forum to scrutinise the draft proposals put forward, alongside other feedback from consultees. All feedback will be collated and provided as evidence to the Corporate Policy Committee on 6 February 2025.
- 6 This paper is being published on the same day as the new Chancellor's budget (Wednesday 30 October); this has the potential of having a significant impact on some of the assumptions underpinning the MTFS and officers will need to assess the impact of any announcements made. The formal Local Government Finance settlement will follow, which will include more specific details for individual councils; this is likely to be in mid-to late December. At the meeting of Finance Sub-Committee, officers will provide an update on any potential consequences that are known at the time of the meeting itself.
- 7 Final approval of the 2025/26 budget will take place at full Council on 26 February 2025, following recommendation from the Corporate Policy Committee.

Executive Summary

- 8 Financial strategies underpin how Cheshire East Council will allocate resources, achieve the Corporate Plan and provide in the region of 500 local services every day. The strategies must be affordable, based on robust estimates and balanced against adequate reserves.
- 9 There have been two previous reports to Finance Sub-Committee during 2024 setting out the budget assumptions underpinning the MTFS, including assumptions relating to funding, based on current expectations.
- 10 There has been a significant amount of work since that time to capture all the proposed budget changes required for 2025/26 and over the medium term, both from the transformation work and also outside of that programme, to ensure that a complete picture is being recorded.
- 11 The proposed budget changes put forward to date have been scrutinised in a series of officer challenge sessions to ensure accuracy, completeness and likelihood of success, to ensure that any future budget estimates are robust.
- 12 The proposed changes that have been compiled to date do not yet go far enough to balancing the budget in line with the revised funding envelope for 2025/26 as it is currently known. Further information on the

coming years funding allocations and other important underpinning funding assumptions will be announced at the Budget on 30 October, but more detail will follow, most likely as part of the Provisional Local Government Finance Settlement in late December.

- 13 The Second Financial Review (FR2) forecasts (separate report on the agenda) have shown an improvement of £6.5m compared to FR1 (reported to September committee meetings) but are still projecting an in-year adverse variance of £20.1m - this remains a significant financial challenge for the Council. The FR2 forecast reserves, after agreed movements budgeted for in the 2024-28 MTFS, are currently £10.0m, being £0.5m of General Fund Reserves (including the forecast use of £4m for transformation costs) and £9.5m of Earmarked Reserves. The Council's level of reserves is therefore insufficient to cover the current forecast revenue outturn for the year without further action.
- 14 Both the in-year and future projections clearly show that further work needs to happen, at pace, if a balanced budget position is to be achieved by full Council in February 2025.

RECOMMENDATIONS

The Children and Families Committee is being asked to:

- (a) Note the progress to date on the development of the MTFS for 2025-29;
- (b) Note that officers will continue to challenge draft proposals and develop further proposals in consultation with Members prior to approval by Council;
- (c) Note that Committees will be presented with the opportunity to review the full set of financial proposals, designed to achieve a balanced budget, as part of their January cycle of meetings prior to recommendations being made to Council for approval.

Background

- 15 The Council's financial resources are provided from a combination of local taxes, government grants, investment returns on assets and other direct contributions from individuals or organisations. Financial plans are based on estimated spending and income over the next four years and the report of the Chief Finance Officer brings Members' attention to the processes and risks associated with developing these estimates.

- 16 The Council aims to achieve value for money based on Economy (how much we pay for things), Efficiency (how well we use things) and Effectiveness (how we use things to achieve outcomes). Public feedback and internal and external scrutiny create the necessary framework to hold the Council to account for achieving these aims.
- 17 All councils are legally required to set a balanced budget each year and the immediate focus will be on balancing the 2025/26 financial year, rather than on the whole medium term, as has been the case previously. This replicates the focus last year and reflects the extremely challenging circumstances all councils are still facing.
- 18 Finance Sub-Committee received a report in June setting out the MTFS 2025-29 original planned timetable and budget assumptions underpinning the current MTFS. A working group then met during August to discuss these assumptions and their suitability for the medium term.
- 19 A further update report was then received in September setting out likely improvements to the funding envelope forecast over the medium term which reduced the overall 4-year target down from a savings position of c.£100m to c.£78m.

Table 3 – medium scenario	Estimated Position 2025/26 £m	Estimated Position 2026/27	Estimated Position 2027/28 £m
Revised Funding Position - June 2024	41.9	76.3	100.0
Social care unringfenced grant continuing over the medium term	(3.0)	(3.0)	(3.0)
New Homes Bonus – one year only	(3.5)	-	-
Additional Council Tax income	(5.9)	(12.3)	(19.3)
Revised Cumulative position	29.5	61.0	77.7

- 20 There have been some further refinements to the funding envelope for 2025/26 following the calculation of the taxbase for next year. Therefore, the revised funding envelope for 2025/26 has increased from £380.3m (as set out in the MTFS in February 2024) to £394.8m as at October 2024. This is an increase of £14.5m. For context, the funding envelope for 2024/25 was approved at £375.7m.
- 21 Any further changes from the budget announcements by central Government on 30 October will be factored into the funding envelope

where possible. It is more likely that actual allocation changes will have to wait until the Provisional Local Government Finance Settlement, which is due to be received in mid to late December 2024.

- 22 There has been a substantial amount of work undertaken since the September update to bring forward a list of proposed budget change items for 2025/26 and the later years. An internal management “MTFS tracker” system has been put in place to capture all proposals in one place. This includes all items identified by our transformation partner as per the Transformation Plan that was approved by the Corporate Policy Committee in August 2024.
- 23 Challenge sessions have since been held during October with every directorate to ensure that all proposals that have been put forward as changes for the next MTFS have been fully scrutinised for accuracy and completeness, including the ongoing effects of the pressures forecast for 2024/25. Some of the items that have been considered are as follows:
- Growth – demand/ complexity/ cost changes; to reflect elements that affect future years, respectively;
 - Contractual inflation;
 - Revenue effects of capital projects – central financing and service budgets as part of the ongoing Capital Programme Review; and to bring the programme back to an affordable position;
 - Housekeeping – items that are one-year only as opposed to permanent – to ensure correctly reflected in the tracker;
 - Fees and charges – price/ income increases – all years;
 - What discretionary services/ functions can be reduced/ stopped;
 - Savings – transformation/ other - clarity on the level of actual savings and the realistic profile to ensure that these savings are deliverable.
- 24 Transformation plan ideas have been reviewed with relevant officers and support from Inner Circle, our transformation partner, to understand, interpret and develop the ideas initially put forward. All transformation proposals in the MTFS tracker have been reviewed against the following criteria:
- Clarity around what can change; how/ when can it be delivered - is the phasing correct and deliverable;

- Fully reflect the costs and benefits of change (net deliverable positions);
 - Reflect realistic and deliverable savings per year - important to consider/ document the detail, establish expenditure and income budget impacts.
- 25 The Second Financial Review (FR2) projections (separate report) have shown an improvement on FR1 of £6.5m; but are forecasting an in-year adverse variance of £20.1m – this remains a significant financial challenge for the Council.
- 26 FR2 forecast reserves, after agreed movements budgeted for in the 2024-28 MTFS, are currently £10.0m, being £0.5m of General Fund Reserves (including the forecast use of £4m for transformation costs) and £9.5m of Earmarked Reserves. The Council's level of reserves is therefore insufficient to cover the current forecast revenue outturn for the year without further action.
- 27 This forecast does not assume the use of the Exceptional Finance Support (EFS) that was requested in 2023/24 and 2024/25, or therefore the cost of borrowing to finance any related borrowing costs. The EFS was agreed in principle, subject to a number of conditions being satisfied, including the submission of a transformation plan by the end of August 2024.
- 28 Both the in-year and future projections clearly show that further work needs to happen, at pace, if a balanced budget position is to be achieved by full Council in February 2025.
- 29 The work identified to be done during November includes:
- Review of any impact from the Chancellor's budget on 30 October;
 - Determine the approach and commence budget consultation – to be approved at 28 November Corporate Policy Committee;
 - High Level Business Cases to be developed, to provide supporting information for each proposed budget change item;
 - Further challenge of current proposals, plus the identification of additional proposals, to help towards closing the gap for the 2025/26 budget;
- 30 It will also be important to determine whether a request for any additional Exceptional Financial Support needs to be made to central Government.

Consultation and Engagement

- 31 This report forms part of the pre consultation process for Members on the budget setting for 2025/26. Each committee will receive the same report to ensure transparency across all committee areas.
- 32 Once a set of draft budget change proposals have been prepared there will be opportunity during the January cycle of Committee meetings to give formal feedback, from each Committee, to the Corporate Policy Committee, ahead of the full Budget Council meeting in February 2025.
- 33 There are plans for a series of engagement events with wider stakeholders to gather opinion and collate ideas on the final budget for 2025/26.

Reasons for Recommendations

- 34 In accordance with the Constitution, Committees play an important role in planning, monitoring and reporting on the Council's finances. Each Committee has specific financial responsibilities.
- 35 The Council's annual budget must be balanced. The proposals within it must be robust and the strategy should be supported by adequate reserves. The assessment of these criteria is supported by each Committee having the opportunity to help develop the budget and financial proposals before they are approved by Full Council.

Other Options Considered

- 36 The Council has a legal duty to set a balanced annual budget taking regard of the report from the Chief Finance Officer. As such options cannot be considered that would breach this duty. Any feedback from the Committee must still recognise the requirement for Council to fulfil this duty.
- 37 There is no option to "do nothing". The Council has statutory obligations to provide certain services, which would be unaffordable if the Council failed to levy an appropriate Council Tax.

Implications and Comments

Monitoring Officer/Legal

- 38 The Council must set the budget in accordance with the provisions of the Local Government Finance Act 1992 and approval of a balanced budget each year is a statutory responsibility. Sections 25 to 29 of the Local Government Act 2003 impose duties on the Council in relation to how it sets and monitors its budget and require the Council to make prudent allowance for the risk and uncertainties in its budget and

regularly monitor its finances during the year. The legislation leaves discretion to the Council about the allowances to be made and action to be taken.

- 39 The provisions of section 25 of the Local Government Act 2003, require that, when the Council is making the calculation of its budget requirement, it must have regard to the report of the chief finance (s.151) officer as to the robustness of the estimates made for the purposes of the calculations and the adequacy of the proposed financial reserves.
- 40 The Council should therefore have robust processes in place so that it can meet statutory requirements and fulfil its fiduciary duty. It must ensure that all available resources are directed towards the delivery of statutory functions, savings and efficiency plans. Local authorities are creatures of statute and are regulated through the legislative regime and whilst they have in more recent times been given a general power of competence, this must operate within that regime. Within the statutory framework there are specific obligations placed upon a local authority to support communities. These duties encompass general and specific duties and there is often significant local discretion in respect of how those services or duties are discharged. These will need to be assessed and advised on as each circumstance is considered.
- 41 The financial position of the Council must therefore be closely monitored, and Members must satisfy themselves that sufficient mechanisms are in place to ensure both that savings are delivered, and that new expenditure is contained within the available resources. Accordingly, any proposals put forward must identify the realistic measures and mechanisms to produce those savings or alternative mitigations.
- 42 This report provides an update on progress for 2024/25.

Section 151 Officer/Finance

- 43 The current financial assumptions and revised timescales within this report provide up-to-date information on the Council's MTFS progress for the period 2025/26 to 2028/29, specifically aimed to setting the budget for 2025/26 which legally has to be completed by March 2025. Further details are contained within the body of this report.

Policy

- 44 The new Council Plan approved in February 2024 will drive and inform Council policy and priorities for service delivery. The priorities and actions may have direct policy implications and will be considered on a case-by-case basis.

Equality, Diversity and Inclusion

- 45 Under the Equality Act 2010, decision makers must show “due regard” to the need to:
- (a) Eliminate unlawful discrimination, harassment and victimisation;
 - (b) Advance equality of opportunity between those who share a protected characteristic and those who do not share it; and
 - (c) Foster good relations between those groups.
- 46 The protected characteristics are age, disability, sex, race, religion and belief, sexual orientation, gender re-assignment, pregnancy and maternity, and marriage and civil partnership.
- 47 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.
- 48 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.
- 49 The proposals within the MTFS include positive and negative impacts. A separate Equality Impact Assessment for the budget as a whole is routinely included in the full MTFS report each year.
- 50 The Council 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

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

Risk Management

- 52 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 assumptions underpinning it were factored into the 2024/25 financial scenario, budget and reserves strategy.

Rural Communities

- 53 The budget report, as approved at Council on 27 February 2024, 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)

- 54 The budget report, as approved at Council on 27 February 2024, provides details of service provision across the borough.

Public Health

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

Climate Change

- 56 Any climate change implications that arise from activities funded by the budgets that the budget 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:	None
Background Papers:	The following are links to key background documents: Medium-Term Financial Strategy 2024-28 Corporate Policy Committee 21 August 2024 -

	<u>Approved Transformation Plan</u> <u>Finance Sub Committee 24 June 2024 Agenda</u> <u>Finance Sub Committee 12 September 2024 Agenda</u>
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OPEN FOR PUBLICATION

By virtue of paragraph(s) X of Part 1 Schedule 1 of the Local Government Act 1972.

Children & Families Committee**11 November 2024****Children's Centre re-modelling into the
Family Hub Model**

Report of: Theresa Leavy, Executive Director of Children's Services**Report Reference No: CF/21/24-25****Ward(s) Affected: All.****Purpose of Report**

- 1 To seek authority to repurpose up to 6 of the 7 remaining Children's Centres for alternative education purposes. This involves the Council exiting the current arrangements and the buildings. The individual schools are seeking authority from the Department for Education (DfE) to deliver early years provision or additional provision for children with special educational needs and disabilities. In some cases, relationships with the NHS will continue, they will deliver services from the schools via separate occupational agreements.
- 2 To seek approval to transfer the majority of the Council run Start for Life activities from these 6 Children's Centres to alternative venues, delivering an outreach model targeted towards our most disadvantaged communities from our 6 family hubs.
- 3 The proposal will support the Cheshire East Council Plan Aim 2 - A Council which empowers and cares about people

Executive Summary

- 4 The Council is currently undertaking a transformational change programme which includes the improvement of how services are delivered to children and families by ensuring that they are delivered at the right time and in the right place.

- 5 Since 2022, when the Council bid for family hub transformation funding, five of our former children's centres have been repurposed to family hubs. The effect of this has meant that the services offered have been expanded to cater for children and families 0-19 and up to 25 for our young people with SEND, whereas the previous facilities only catered for children and families with a child under 5. A sixth family hub is due to open by the end of 2024 at Crewe Lifestyle Centre. As part of the transformation programme, the Council is now considering ways in which it can offer flexible outreach services from the family hubs to enable the services provided to respond quickly and effectively to the changing needs and priorities across the borough. By enabling this approach it will improve the availability of services to the most disadvantaged communities, which will assist in improving outcomes.
- 6 The committee is being asked to consider the repurposing of up to 6 children's centres that have not been remodelled into family hubs for additional early years and primary childcare and education. This will support the Council with its childcare sufficiency statutory duties and the Dedicated Schools Grant (DSG) management plan to create more SEND places within Cheshire East.
- 7 All services currently offered within the Childrens Centres will be delivered via a family hub outreach and home visiting model. No services will be cut, but it will involve relocating existing services into libraries and other community venues. (please see appendix 2 and 3 for details).

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Approve the commercial transfer of the childrens centres listed below back to the onsite primary schools for alternative education purposes:
 - 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
2. To endorse the relocation of the Council run early years start for life services to a flexible outreach program to be provided from family hubs, libraries, and other community venues.

Background

42. As we continue to recover from the pandemic, local authorities must invest in supporting vulnerable children back into education. They must also increase wellbeing support for families and increase focus on the way we support children in the early years from conception to age two. Implementing the recommendations from The Best Start for Life - The Early Years Healthy Development Review Report by Dame Andrea Leadsom MP, the government spending review emphasised the need for local services to join to create 'family hubs' where families can access a broad range of advice and support.
43. Cheshire East was one of 12 local authorities that was successful in a bid for a share of the government's £12m Family Hubs Transformation Fund, announced on 23 May 2022, to transition to a family hub model by September 2024.
44. Since the bid we have repurposed five children's centres and developed and opened five family hubs offering a broad range of services for children of all ages. They are:
 - a. Oakenclough Family Hub (Wilmslow)
 - b. Ashgrove Family Hub (Macclesfield)
 - c. Congleton Family Hub
 - d. Oaktree Family Hub (Crewe)
 - e. Monks Coppenhall Family Hub and SEND centre of excellence. (Crewe)
45. A sixth family hub is due to open by the end of 2024 at Crewe Lifestyle Centre.
46. In addition to the services operating from our newly established family hubs, we are recommending the creation of family hubs outreach provision as satellite services from our designated family hubs across the borough. The outreach provision will ensure equity of service delivery across all our communities that reside in the 0-30% most deprived Local Super Output Areas (LSOAS) across our borough. Increasing the reach of communities who reside in our areas of deprivation and who face the biggest barriers to access.
47. The family hubs outreach model will be a mixture of putting in new services in areas where need is identified without current local services to meet it. It will also be enhancing partnerships with other service

providers in Cheshire East and wrapping support around them to meet the needs of their communities.

48. Our current reach of families through the early years start for life offer in Childrens Centres from our targeted local super output areas (those classed as the 0-30% most deprived) is historically poor. In 2021/2022, before the family hub transformation, 22% of our targeted population were registered with a childrens centre. The roll out of family hubs in 2022/2023 supported an increase to 40% registered. In 2023/2024 we started outreach pilots in Alsager and Middlewich and our targeted registrations rose again to 59%. We don't have a Children's Centre or family hub in all our targeted communities; however, our outreach provision removes access barriers.
49. We have successfully piloted an outreach approach in partnership with the Wesley Place Church in Alsager to increase access to family hub services by a community that hadn't previously accessed the best start for life or wider family hub offer. The church had contact with up to 45 children and families weekly at their food hub serving up to 80 people. We have since been attending the food hub to engage with the community in their preferred place. We have been able to take out and model play activities that can support children's development at home, we have supported the set up of a clothes bank, ran sessions on oral hygiene and delivered our HENRY Healthy Start Brighter Future course at Wesley place with 11 families starting and 10 fully completing the 8-week program, with excellent evaluation feedback from participants.
42. In Cheshire East the majority of our children achieve a Good Level of Development (GLD) at the end of the early years foundation stage. Our children from disadvantaged areas however do worse in Cheshire East than they do nationally and on average in the North West region. If we don't target our early years services towards our most disadvantaged and improve the barriers to access, we can't change this trajectory.
43. Consultation has taken place with the onsite primary schools headteachers re utilising the children centre spaces for alternative education purposes. All headteachers identified potential options to deliver enhanced education services from their sites whilst maintaining an offer for early years children under 5.
44. The headteachers in Nantwich, Sandbach and Hurdsfield identified unmet demand for early years places for 2 and 3 year olds and are keen to use the children's centre space to extend their early years

provision. This aligns with the current government agenda to have nursery provision within all primary schools and supports our childcare sufficiency as we continue to roll out the extended childcare entitlements for working families. The public consultation analysis shows there is support for increased childcare. Subject to any necessary consultations required by the school, we recommend that these childrens centres are transferred to the control of the primary schools with lease and licence arrangements to protect the delivery of health services currently onsite.

45. Poynton Children's Centre is integral to Vernon Primary School's main building and has access issues for wider community use. The headteacher at Poynton will continue to work with the onsite provider of childcare and utilise the space for its current early years and childcare provision and other school activities. We recommend the transfer of control of the children centre to the primary school with conditions to ensure the continued provision of services for children under 5 for at least 51% of the time.
46. Headteachers from Broken Cross, Manor Park and Pebble Brook were keen to explore the use of the onsite children's centres (Broken cross, Knutsford and the Brooks) to develop additional places for children with SEND. A review of SEND provision took place by the local authority in line with this consultation. Broken Cross currently operates an Enhanced Mainstream Provision (EMP) within their school, for pupils who attend the school specifically for children with speech, language and communication needs. The school have had several success stories, whereby children who they have supported have achieved their outcomes and, where possible, have reintegrated back into mainstream provision. Prior to the Children's Centre being an option for expansion of the school, the school expressed interest in operating a DfE recognised specialist provision, either a Resource Provision or a SEN unit, which will enable the school to provide specialist support to more children in their wider community. The public consultation analysis supports the provision of more SEND places. This aligns with our DSG Management Plan and our strategic aim of growing local specialist provision within Cheshire East. The intention would be for the existing EMP to close and be replaced with a larger SEND provision which would operate from the site of the children's centre. In accordance with the DfE Guidance " Making significant changes (prescribed alterations) to maintained schools" or "Making significant changes to an academy" the local authority/academy are required to conduct a public consultation. Cheshire East will work with Broken Cross on this exercise

and, if approved, we recommend transfer of the control of the children's centre to the primary school with lease and licence agreements to continue the delivery of onsite health services. Broken Cross will also maintain its early years health service and welcome some outreach provision on site from Ashgrove family hub to maintain early years use of the site for 51% of the time.

47. Both Manor Park and Pebble brook sites posed challenges regarding access and configuration to suit a SEND provision. The detail behind the number of additional SEND provisions within the DSG Management Plan, including the educational phase (primary/secondary), has also been taken into account. Both sites would not be suitable for SEND provisions operating as a satellite site of a mainstream secondary school or special school. There is a requirement within the plan to increase SEND provision for children aged 11-16 year old. For this reason we are not recommending a transfer of control of the Brooks Children's Centre for extended education provision. We will seek to maximise the use of this site across children's services and through booking out rooms to community partners who deliver services to children and families in Cheshire East.
48. Manor Park Primary are still considering alternative uses to enhance existing educational provision and community activities alongside the existing early years health offer the scope of this is still being worked through by the school leadership team.
49. With the exception of Poynton the rest of the children's centre sites will be branded as family hub connect sites as they will still deliver early years services in the community as outreach venues from our family hub regardless of who has control of the premises.
50. Through our collaborative working model and family hub affiliation scheme we will also increase partnership working in the delivery of our family hub model with our voluntary community and faith sector providers. We will bring the wide range of services available in Cheshire East together through the family hub web pages on live well and the new virtual offer.
51. Our current family hub journey services will continue to be delivered across the borough. We are not proposing reductions to the number of services available; instead we are looking to spread the delivery of those services more widely and in a targeted way across our most deprived local super output areas to effectively reach our families in our

most disadvantaged communities. Transferring the control of some of our buildings will provide more flexibility to offer services in the right place at the right time.

52. It is clear from the consultation responses that Children's Centre and Family Hub services are valued by those who use them. The map of responses (Appendix 1 P17) demonstrates that current service users live in close proximity of the centres or are part of our current outreach pilot sites (Alsager & Middlewich). It is clear from the responses that those living further away have not engaged in the consultation as they are likely not to have experienced our early years best start for life or family hub services. Those engaging in the majority support an increase in childcare and SEND provision and they support the development of an outreach model. However, for some Childrens Centres the majority of service users also want to retain their Children Centre building. We don't have the resources to deliver outreach across all our targeted areas and to maintain all 7 childrens centres alongside the 6 family hubs within our budget, so this would lead to a reduction in services to meet the MTFs proposals. It would also be poor value for money to maintain buildings that were not being used often.
53. We want Cheshire East to be a great place to be young for all our children and young people and for the vast majority this is the case. Most children in Cheshire East have a level of wellbeing and attainment that is equal and often higher than the national average. In Cheshire East we have 244 Local Super Output Areas (LSOAS). Of the 244 only 36 are classed by the index of multiple deprivation (IMD) as being in the 0-30% most deprived. The north locality has 12 LSOAS in the 0-30% most deprived across Wilmslow, Knutsford, and Macclesfield. The south locality has 24 of which 20 are in the Crewe area and the others across Alsager, Middlewich, Sandbach and Nantwich. This model will allow us more flexibility to target our offer to the families that most need our support across all 36 LSOAS. Our Tartan rug demonstrates that families who reside in our most disadvantaged areas have outcomes in numerous areas that are worse than peers who reside in our more affluent areas. Targeting our resources in this way will bring about the biggest impact in reducing inequalities.

Consultation and Engagement

54. Consultation has taken place with all the onsite primary school head teachers of the 7 childrens centres. All Headteachers supported the proposals and came up with ideas to utilise the childrens centre spaces

for alternative education purposes alongside the early years health offer.

55. Consultation has taken place with our internal staff and multi-agency partners through the family hub steering and task and finish groups. All were in support of the proposals.
56. The family hub Start for Life leads in the north and south localities engaged with local councillors in affected wards to share the proposals for their respective areas. Local councillors on the whole supported the proposals to deliver outreach provision across a wider area of their geographies.
57. Face to face discussions with families took place in our family hubs and children's centres, led by our local community engagement officers. The feedback from the families in our pre consultation exercise featured in the 'you said we did' section of our consultation proposal that went out online and with printed copies in all of our family hubs and libraries
58. A full public consultation ran in line with the consultation plan (July to September). The consultation analysis can be found in Appendix 1.
59. We will continue to engage with parents and carers to review and track the impact of the family hub performance through our locality engagement officers, parent forums and regular customer surveys and family learning journeys. As we develop our Early Help Partnership Board we will identify parent leader roles from our 8 collaborative areas to join the board as members representing their parent forum community.

Reasons for Recommendations

64. Developing the family hubs model and outreach services will allow us to focus our resources on those services that make the most difference to families. This is by reducing spend on administration and the maintenance and management of our buildings and delivering services across a wider geography in a flexible way in the right place at the right time to improve our reach of families who experience the most disadvantage.
65. This proposal will achieve the £250,000 MTFS savings target. The premises costs involved in keeping the buildings in this proposal for repurposing open for the financial year 2023/2024 was £128,000 after deducting the £20,000 rental income. The rental income of £20,000 would still be achieved by relocating the health services from 2 of these

centres into our family hubs or other corporate assets making the total savings from premises costs alone £148,000. As part of our proposals, we will pursue other rental income opportunities for family hubs. The second part of the savings proposal will come from the Start for Life supplies and services budgets that resource and maintain the equipment within these premises.

- 66 Outreach services will be delivered from our main family hub locations and other council assets, in families homes and through joint delivery with partner agencies. Most importantly, it is proposed that there are no reductions to the number of services available; instead, there will be fewer buildings in which they are based and more flexibility in where we deliver them.
- 67 The repurposing of the children's centres also provides vital space to increase our childcare provision and maintain a good level of childcare sufficiency across cheshire east as our free early years entitlements continue to expand. The proposal for Broken Cross to develop a SEND unit and increase spaces in Cheshire East for Children with SEND supports the revised DSG management plan in achieving mitigations required with the aim of becoming financially sustainable in the future.

Other Options Considered

- 68 All seven children's centres could remain as they are structured currently, but this would offer limited opportunity for embedding family hub working across the borough for all age groups and would not provide the savings needed as agreed within the MTFS. If we continue to deliver in the current premises, we will continue to have an offer that isn't equitable for all our most disadvantaged communities. If the majority of the savings are not achieved through building costs we will have to meet them through a reduction in services or not achieve any savings.

Option	Impact	Risk
Do nothing – Family hub outreach services for early years children would continue to be delivered in all our existing childrens centres.	MTFS savings would not be achieved, the council will continue to pay the same premises and administration costs. Outreach Service delivery is determined by building location rather than community	High.

	<p>need risking not being accessible for the children & families who need them the most.</p> <p>Delivering from a set number of buildings reduces the opportunity to cover a wider area of the borough so the children and families who currently struggle to access services will continue to do so. Limited options for partnership working with the voluntary community and faith sector to upskill a wider workforce.</p>	
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Implications and Comments

Monitoring Officer/Legal

- 69 The Children's Centres currently occupy the sites of primary schools by a Transfer of Control Agreement (TOCA) as a licence to occupy the site was not appropriate. Due to the fact that a TOCA was entered into with the school, as soon as the site is no longer used as a children's centre the TOCA will end. This will leave the school with the premises; they will need make the necessary arrangements with the NHS for the occupation of their premises.
- 70 Children's centres were originally set up using grant funding from the DfE and the terms are such that the grant funding can be clawed back within 25 years of the date of the opening of the children's centre. We understand that in most cases the centres have been opened since early 2000s and this means that the majority of the grant period has expired. The DfE has agreed to allow the Council to withdraw from the clawback on condition that the early years provision continues to be delivered from the premises for 51% of the time.

- 71 However, the Council will remain liable for the grant until this has expired and should the provision not continue within the schools after the closure of the Children’s Centre the DfE could clawback any remaining grant funding from the Council.
- 72 Legal advice is that the exit arrangements with each school should acknowledge that early years provision will be provided and that they will indemnify the council in the event of clawback.

Section 151 Officer/Finance

- 73 The council approved the 2024/25 MTFS in February 2024, this included a policy change item to “Deliver the Family Hub Model” with an associated saving of £250,000.
- 74 It was recognised that these savings would not be achievable for 2024/25 and alternative in-year savings have been identified/delivered.
- 75 As the work progresses, and consultations are carried out, the savings which could be delivered through each site repurpose will be calculated and measured against the £250,000 target.
- 76 The savings will be achieved on administrative and running costs of the buildings. This does not include any reduction in non-site-specific service that could be based in any site, for example family support. This will allow us to focus our reduced resources on delivering services that best meet the needs of families.

Policy

77

An open and enabling organisation	A council which empowers and cares about people	A thriving and sustainable place
<ul style="list-style-type: none"> • Ensure that there is transparency in all aspects of council decision making • Listen, learn and respond to our residents, promoting opportunities for a two-way conversation • Support a sustainable 	<ul style="list-style-type: none"> • Work together with residents and partners to support people and communities to be strong and resilient • Reduce health inequalities across the borough • Protect and support our communities and 	<ul style="list-style-type: none"> • A great place for people to live, work and visit • Reduce impact on the environment

<p>financial future for the council, through service development, improvement and transformation</p> <ul style="list-style-type: none"> Promote and develop the services of the council through regular communication and engagement with all residents 	<p>safeguard children, adults at risk and families from abuse, neglect and exploitation</p> <ul style="list-style-type: none"> Be the best Corporate Parents to our children in care Support all children to have the best start in life Increase opportunities for all children and young adults with additional needs Ensure all children have a high quality, enjoyable education that enables them to achieve their full potential 	
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Equality, Diversity and Inclusion

- 78 An Equality Impact Assessment has been produced and published for the family hubs model.

Human Resources

- 79 Any staff who have a children's centre as their current base that is repurposed would be relocated to the closest family hub. The relocation policy and procedure will apply.
- 80 There are no other changes for staffing teams as the early help restructure in 2023 addressed the workforce requirements of the family hub model.

Risk Management

- 81 There is a risk that stakeholders will view the repurposing of children's centres as them closing and losing services. If approved and once the

schools have gone through any legal processes to transfer the control of the buildings, we will work closely with our communications offer to issue press releases.

- 82 There is a risk that the committee does not agree to repurpose the existing children's centres. This will significantly impact on the delivery of family hubs outreach provision. It would also impact on the proposed savings set out within the MTFS and alternative savings from children's services would need to be identified.

Rural Communities

- 83 The family hubs virtual offer launched on the 1 April 2024 making it easier for families to find local services and access content online. The family hub connect outreach offer will broaden the geography that services can be delivered across.
- 84 We currently have no children's centres in our most rural communities. Any rural communities identified in our needs analysis as having unmet needs for early years provision would benefit from this model through our outreach offer.

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

- 85 Cared for children are classed as a vulnerable cohort of children and can access the targeted and core offer of services across the full age range of services. The outreach model gives more flexibility to deliver to vulnerable cohorts at the right place and the right time.

Public Health

- 86 The proposal for family hubs is to build upon our child health hubs to offer health services for families from pre-birth to age 19 (or 25 for SEND children). Early Years Health services with lease and licence agreements to deliver from the Children's Centres will maintain their onsite delivery if the buildings transfer control to the onsite school. This is with the exception of Poynton which will transfer to Poynton library for better community accessibility.

Climate Change

- 87 The family hub virtual offer will allow families to access support and advice without the need to travel if this is their preference. A wider variety of outreach activities will bring services closer to our most disadvantaged communities. Travel may increase for families who prefer face to face interaction with universal services and live in the more affluent areas of the borough many of these families already travel

from one centre to another across the borough to access a variety of activities.

Access to Information	
Contact Officer:	<p>Danielle Holdcroft Head of service Early Years, Family Help & Prevention.</p> <p>danielle.holdcroft@cheshireeast.gov.uk</p>
Appendices:	<p>Appendix 1 Consultation Analysis</p> <p>Appendix 2 North locality map of proposed changes to Childrens Centre Provision.</p> <p>Appendix 3 South locality map of proposed changes to Childrens Centre provision.</p>
Background Papers:	<p>Family Hubs (cheshireeast.gov.uk)</p> <p>Locality working (cheshireeast.gov.uk)</p> <p>Family Hubs and Start for Life programme: local authority guide - GOV.UK (www.gov.uk)</p>

A summary of responses to Cheshire East Council's

Re-purposing of children's centres consultation

Contents of report

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DRAFT

Executive summary and conclusions

Introduction

During July/September 2024 Cheshire East Council conducted a consultation to seek views on its proposal to re-purpose up to seven of the remaining children's centres for educational purposes and further develop the family hub outreach offer.

In total, 513 responses were received.

Respondents' use of children's centres / family hubs

64% of respondents indicated that they had visited a children centre / family hub within the last year whereas 36% had not.

Views on the proposals

The majority of respondents agreed that the stated educational provisions need increasing within local communities and schools, with special educational needs provision receiving the highest agreement (83% agreed with this).

The majority of respondents (74%) supported the development of family hub outreach services across a wider area. Support for the onsite primary schools to take on the management of the seven remaining children's centres was however more split with 50% in support of this proposal and 31% in opposition.

- Those who had visited any one of the seven affected children centres within the last year were less likely to support the proposal for schools to take on the management of the buildings, 39% were in support and 45% were in opposition.
- There was slight variation in support between each children's centre. There seems to be more support generally for the re-purposing of Hurdsfield children's centre (57% of respondents who had indicated that they had visited this centre within the last 12 months agreed with this proposal) however less support for the re-purposing of Sandbach, Middlewich & Alsager children's centre (26% were in support and 59% were in opposition).

Conclusions and recommendations

Whilst the majority of respondents agreed that the stated education provisions need increasing and where in support of the development of family hub outreach services across a wider area there was a mixed response to the re-purposing of children's centre buildings. Within the comments provided, it is clear that, many respondents value the children's centres and the support that they provide to children and families within Cheshire East. Concern was raised, that the loss of these centres would lead to isolation for mothers and children, with them potentially slipping through the system. Respondents questioned whether schools would have enough resources and funding to take on the management of the children's centre buildings and also whether alternative venues such as church buildings / libraries would be a suitable location for the children's centre groups.

The research and consultation team recommend the details of this report are reviewed and considered alongside any other relevant evidence before providing a final recommendation.

Introduction

Purpose of the consultation

During July/ September 2024 Cheshire East Council conducted a consultation to seek views on its proposal to re-purpose up to seven of the remaining children's centres that have not been remodelled into family hubs and utilise the buildings for education delivery purposes. As part of this proposal, the council would also look to further develop the family hub outreach offer across a wider geography. The children's centres affected by the proposal were as follows:

- Knutsford Children's Centre (Manor Park Primary School and Nursery)
- Nantwich Children's Centre (Nantwich Primary Academy School)
- Hurdsfield Children's Centre, Macclesfield (Hurdsfield Primary School and Nursery)
- Broken Cross Children's Centre, Macclesfield (Broken Cross Primary Academy and Nursery)
- Sandbach, Middlewich & Alsager Children's Centre (Sandbach Primary Academy)
- The Brooks Children's Centre, Crewe (Pebble Brook Primary School)
- Poynton Children's Centre, Poynton (Vernon Primary School)

Since the council's bid for family hubs transformation funding in 2022 we have repurposed five of our former children's centres into family hubs expanding services at these sites from an offer for children and families under 5 to a 0-19 offer and up to 25 for our young people with SEND. The sixth and final Family Hub is being open in Crewe Lifestyle by September 2024.

The proposals form part of the Councils medium-term financial strategy (MTFS) for 2024 to 2028 which was approved at a meeting of Full Council in February 2024. The Early Years Team (Start for Life) are required to contribute towards the reduction of the financial pressures (a savings target of £250K) whilst having minimal impact on services.

Consultation methodology and number of responses

The consultation was mainly hosted online however paper versions were made available at children's centres, family hubs and at libraries throughout Cheshire East. They were also available on request. It was promoted to:

- Residents of Cheshire East and the general public
- The Cheshire East Digital Influence Panel
- Schools in Cheshire East
- Town and Parish Councils

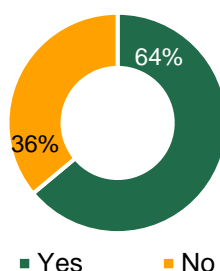
In total, 513 responses were received to the survey. A breakdown of survey demographics can be viewed in Appendix 1 and a map of respondent postcodes can be seen in Appendix 2.

Section 1: Respondents' use of children's centres / family hubs

Respondents were asked if they had visited any children's centres or family hubs in Cheshire East within the last year, 64% of respondents indicated that they had visited within the last year whereas 36% had not, see Figure 1.

Those who indicated that they visited a children's centre / family hub within the last year (328 respondents) were asked which ones they had visited. Table 1 shows the full breakdown of results. Respondents could select as many that applied.

Figure 1. Have you visited any children's centres or family hubs in Cheshire East within the last year?



Base for % = 513

Table 1. Which children's centres / family hubs have you visited? (Select all that apply)

Childrens Centre / Family Hub	Count	%
Ash Grove Family Hub – Macclesfield	43	13%
Broken Cross Children's Centre - Macclesfield	42	13%
The Brooks Children's Centre - Crewe	83	25%
Congleton Family Hub – Congleton	51	16%
Hurdsfield Children's Centre - Macclesfield	44	13%
Knutsford Children's Centre - Knutsford	28	9%
Monks Coppenhall Family Hub, Centre of Excellence for Special Educational needs and Disabilities - Crewe	118	36%
Nantwich Children's Centre - Nantwich	63	19%
Oak Tree Family Hub – Crewe	86	26%
Oakenclough Family Hub – Wilmslow	96	29%
Poynton Children's centre - Poynton	17	5%
Sandbach, Middlewich & Alsager Children's centre - Sandbach	82	25%
Total Base for %		328

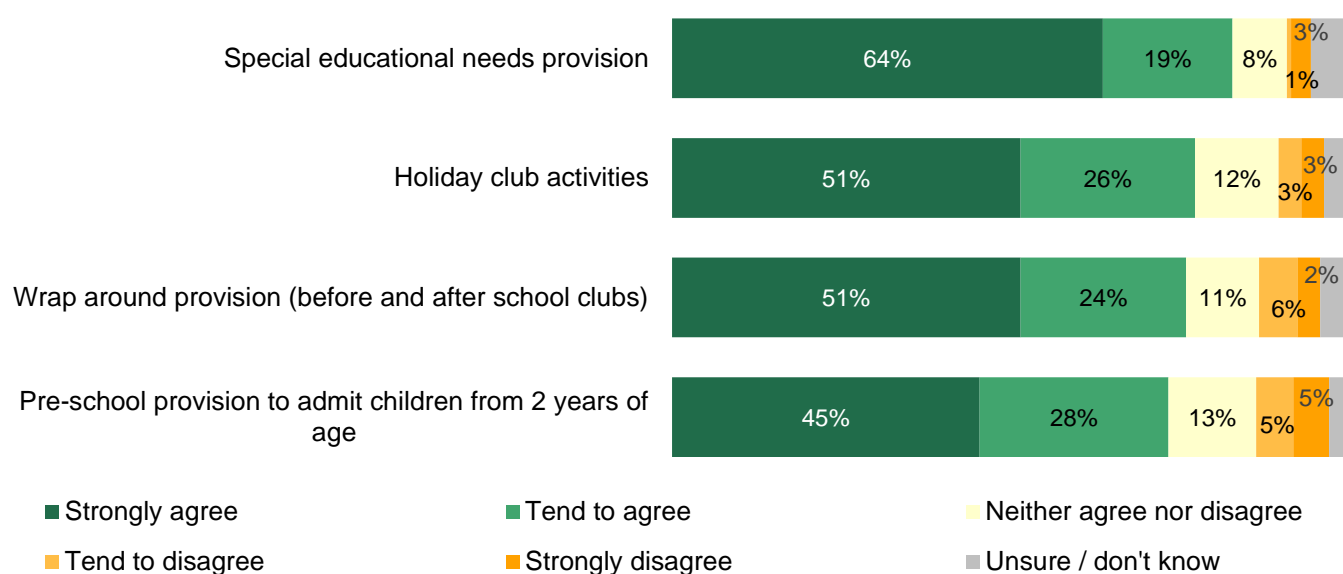
Section 2: Views on the proposals

In summary the proposals were as follows:

- The onsite primary schools (of up to seven existing children's centres) would take on management of the buildings and utilise them for educational purposes. Some of the sites would be considered for proposed SEN provision. The sites could also be used by the school for e.g., to create additional pre-school provision to admit children from 2 years of age, to provide additional accommodation for pupils, to provide wrap around care provision (before and after school clubs) and for holiday clubs activities.
- The majority of current health services would continue to be delivered on site. However, the start for life offer, 0-4, currently provided at the children's centres would be subject to change. Alternative groups would be provided at other Council owned locations i.e., libraries and/or family hub centres or within the wider community e.g., church buildings.
- The council would look to develop a flexible outreach program to cover a wider geography. A wider variety of outreach activities will bring services closer to our most disadvantaged communities, taking services to the people that need them the most. Outreach services will be delivered from our main family hub locations, by using other council assets, in families' homes and through joint delivery with partner agencies.
- There would be no reductions to the number of services available; instead, there will be fewer buildings in which they are based and more flexibility in where they are delivered.

Respondents were first asked a set of questions to ascertain how strongly they agree or disagree with the need to increase certain educational provision within local communities and schools. The majority of respondents agreed that the stated educational provisions needed increasing, with special educational needs provision receiving the highest agreement. 83% agreed with this (selecting either strongly or tend to agree). See Figure 2 for the full breakdown of response.

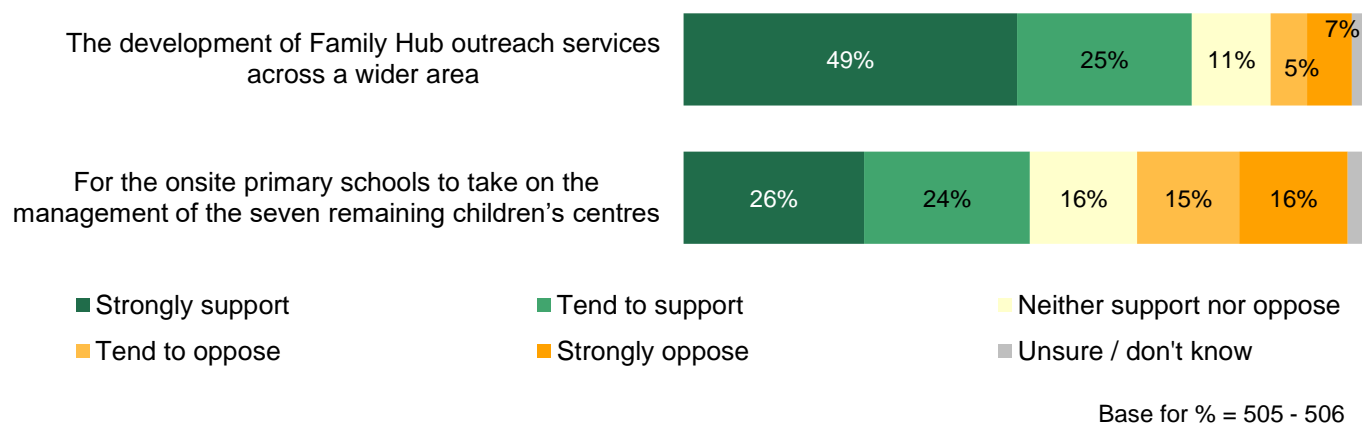
Figure 2: How strongly do you agree or disagree with the need to increase the following provisions in local communities and schools?



Base for % = 507 - 511

Respondents were then asked to indicate their level of support for the proposals. The majority of respondents (74%) supported the development of family hub outreach services across a wider area. Support for the onsite primary schools to take on the management of the seven remaining children's centres was however more split with 50% in support of this proposal and 31% in opposition as shown in Figure 3.

Figure 3: To what extent do you support or oppose the following proposals?



Those who had visited any one of the seven affected children's centres within the last year were less likely to support the proposal for schools to take on the management of the buildings, 39% were in support and 45% were in opposition as shown in Figure 4.

Table 2 shows the breakdown of responses by those who had attended each affected children's centre within the last year. There is more support generally for the re-purposing of Hurdsfield children's centre (57% of respondents who had indicated that they had visited this centre within the last 12 months agreed with the proposal whilst 34% were in opposition) however less support for the re-purposing of Sandbach, Middlewich & Alsager children's centres (26% were in support whilst 59% were in opposition). Please note that whilst figures by children's centre provide a good overall indication of level of support/opposition some of the bases are low and therefore caution must be taken when interpreting the results.

Figure 4: Level of support / opposition for the onsite primary schools taking on the management of the seven remaining children's centres: respondents who had visited any of the affected children's centres within the last year.

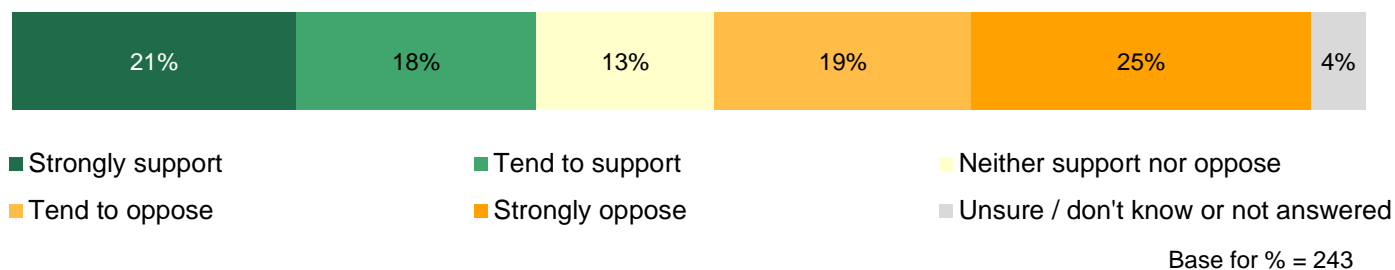


Table 2: Level of support / opposition for the onsite primary schools taking on the management of the seven remaining children's centres: respondents who had visited each affected children's centres within the last year.

	Strongly or tend to support	Neither support nor oppose	Strongly or tend to oppose	Unsure / don't know or not	Total base
Broken Cross Children's Centre - Macclesfield	40%	14%	43%	2%	42
The Brooks Children's Centre - Crewe	30%	13%	51%	6%	83
Hurdsfield Children's Centre - Macclesfield	57%	7%	34%	2%	44
Knutsford Children's Centre	50%	11%	39%	-	28
Nantwich Children's Centre	35%	16%	46%	3%	63
Poynton Children's Centre	47%	18%	35%	-	17
Sandbach, Middlewich & Alsager Children's Centre	26%	11%	59%	5%	82
Grand Total					243

All respondents had the opportunity to let us know if they believed any of the proposals will have a negative impact on children and families in Cheshire East and why. 151 respondents chose to leave a comment. The comments provided were coded into the following overall themes and sub themes:

Impact of the proposals:

- Impact on children and families generally, 50 mentions.
- Impact on children and families in Sandbach, 11 mentions.
- Impact on children and families in Nantwich, 10 mentions.
- Impact on children and families in Knutsford, 7 mentions.
- Impact on children and families in Poynton, 7 mentions.
- Impact on children and families in Crewe, 4 mentions.
- Impact on children and families in Macclesfield, 2 mentions.
- Impact on private childcare, 2 mentions.

Concerns about the proposals:

- Schools may struggle to take on the management / offer sufficient SEN provision, 15 mentions.
- Libraries / church venues not suitable, 10 mentions.
- Concerns about outreach services, 9 mentions.

Agree with the proposals:

- Agree generally, 11 mentions.
- Agree as long as, 7 mentions.

Other comments regarding the proposals:

- Require more information, 12 mentions.
- Other suggestions for improvement, 3 mentions.
- Other SEN considerations, 2 mentions.
- General negative comment, 2 mentions.

Some respondents will have referred to more than one theme therefore total mentions won't add up to the total number of respondents who left a comment. The full summary of the comments received by theme and sub theme is presented in Table 3, on the next page.

Table 3: Please let us know if you believe any of the proposals will have a negative impact on children and families in Cheshire East and why:

Theme	Summary of comments received	Number of mentions
Impact of the proposals		91
Impact on children and families generally	Many families rely on children's centres for support and do not have transport to travel to the remaining family hubs so disadvantaged families will be hit even more. The majority of users are either from lower income families or perhaps English isn't their first language. Attending the children's centres has been a lifeline when needed to get out of the house and chat to other mums, would feel more isolated if could no longer go. Great for mental health and for socialising. They were a lifesaver during the pandemic. The centres provide an inclusive, accessible, free and safe space. With a young SEN child rely on the children's centre groups as part of our routine as they offer a safe and secure place. Fear only the children who attend that primary school would benefit if schools took over management, concerned other services would be squeezed out and that more children will slip through the system.	50
Impact on children and families in Sandbach	Sandbach children's centre offers support to a large geographical area and parents would struggle to access groups at other centres. They do not have enough provision in this area. This is a community with increasing deprivation and could lead to more isolation. How are people from lower income families who don't have transport meant to access services if they move from Sandbach? Sandbach children's centre has been essential to me during maternity leave / helped with postnatal depression. Young mothers will be left isolated.	11
Impact on children and families in Nantwich	Nantwich is a crucial location for those with young babies and children of preschool age with good links to the town, adequate town centre parking and public transport. It is the only place that I can get to, these facilities will not be replicated if it has to move elsewhere. Nantwich children's centre stay and play and baby groups are well attended and it wouldn't be fair to families to have to travel elsewhere to access these groups. Would reduce confidence and impact on mental health. Most of the current sessions offered take place during school hours, which should enable wraparound and school holiday clubs to take place alongside the current provision. Do not understand why you have several in Crewe and are closing the only one in Nantwich. Need local community support without having to take two buses and travel for over an hour to Crewe's centres.	10
Impact on children and families in Knutsford	Knutsford is lacking in services for children, need to use the children's centre for these services. Don't want to travel half an hour to get to nearest children's centre, there is limited public transport in Knutsford. Run a food project once a week from Knutsford children's centre. This serves up to 70 households per week. My concern would be that we would lose the room and be forced to operate elsewhere. The children's centre was chosen specifically for its location-next to school and away from more traditional "poverty project" locations such as church or community centre. Community hubs need a dedicated space and not be squeezed in wherever you find a spot. The family support services should be relocated to the community hospital site which is central and has better access for staff and visitors. The Stanley centre should be repurposed as a community hub.	7
Impact on children and families in Poynton	Taking away Poynton children's centre will have an impact of the preschool children both developmentally and emotionally for family. If the Poynton site is closed the nearest provision for Disley is Congleton. The introduction of a children's centre in Poynton will impact recruitment and retention on current families accessing childcare in other settings. Mini V preschool / nursery use the space at Poynton changing this would affect the parents and children who attend.	7

Table 3: Please let us know if you believe any of the proposals will have a negative impact on children and families in Cheshire East and why:

Theme	Summary of comments received	Number of mentions
Impact on children and families in Crewe	Closing the Brooks children's centre will cut off the support to parents who use it from areas such as, Wistaston, Willaston, Hough and Crewe. It's such a good location for those who don't drive and close for those who live in more rural areas and don't have access to children's centres. The Brooks is fantastic and the support it offers is a huge asset to the community.	4
Impact on children and families in Macclesfield	Concerned that parents of children who do not have SEND will lose the very few services that operate from Broken Cross children's centre. Broken Cross children's centre is the only accessible centre close to Macclesfield, the available space for groups at the other Macclesfield Centres is too small and boxed in and none have the large indoor and outdoor space like Broken Cross. Would exclude the many families that walk there and families of children with SEN who needs the space to be able to participate.	2
Impact on private childcare	Changing them into nurseries will have a hugely negative impact on other nursery and pre-school services in the local area including childminders. Businesses providing high quality early years care and education will not survive by limiting age groups, the business model only works over 0-5 years. The central ideology needs to be carefully thought through and risk assessed.	2
Concerns about the proposals		35
Schools may struggle to take on the management / offer sufficient SEN provision	Schools have lots of pressure of their own, they would struggle to take on the responsibility of it all. Need a strong early year's team with different experiences working alongside the school. Poor education management is setting the system up to fail, specialist expertise is needed to run them. The funding in schools is poor / school budgets are already tight If schools have more to do without funding and staffing, then the education of the existing children will suffer. Concerned about the offer to pupils with SEND -are the schools who will have Family Hubs on site already evidencing successful practice for pupils with SEND. An increase in SEN schools would be much more beneficial as schools are struggling to deal with them in house.	15
Libraries / church venues not suitable	Removing local support that can be accessed on foot and replacing in local libraries which require transport will mean children can't get their due to lack of transport / lack of time. Struggle to see how the same sort of provision and resource would be available at libraries and church halls, they don't compare and are not purpose made as much as hubs. Church groups seem to be reducing their offerings and there is a separate consultation to reduce library services. Disagree with sensory activities and breastfeeding support being siphoned off into libraries and other such buildings. Bigger spaces like local libraries and churches are not equipped for children with SEN as you cannot look after them safely. Many parents do not feel comfortable attending groups in churches in case of a religious element. Church halls can often be cold when some parents are attending for a warm environment for their children. Libraries in some areas have limited hours of use. The staff at the library won't spot a struggling parent or know where to refer them on to. There is no personal service or tracking of families for those that might be struggling or fall between the cracks. While the activities at Nantwich library are lovely to entertain the children, they are not conducive to building relationships with other parents or community support. Moving Cherubs to the library would be a very big mistake, the library does not provide an intimate, relaxing and comfortable environment to troubleshoot breastfeeding issues. The library session in Knutsford is nearly over always full, it's a great service but libraries are not childcare settings or suitable settings for parent support, they are quiet spaces.	10

Table 3: Please let us know if you believe any of the proposals will have a negative impact on children and families in Cheshire East and why:

Theme	Summary of comments received	Number of mentions
Concerns about outreach services	Not convinced that the outreach service can offer the same depth of support to certain families. Outreach services do not always work and are so subject to change cannot keep track of where things are. Services over a wider area would limit the Childrens' access. Should have equitable access to services no matter where you live, need more rural support. No real detail on how you propose to develop family hub outreach services, a cost analysis needs to be completed before this is ran. My concern would be about the availability of bookable local venues.	10
Agree with the proposals		18
Agree generally	Agree it will have a positive effect providing much need support to families. Can't see anything negative about the proposals. Strong need for SEN support, need to repurpose the buildings for SEN provisions. Need for more pre-schools. The sites are rarely used anyway. Community based groups are more beneficial, children's centres are not always that local to the community. Having worked in education I'm fully aware of the need for these proposals.	11
Agree as long as	The use of schools is a good way to go, many families would benefit as long as there is funding and enough staff to facilitate. SEN provision will have a positive impact as long as it is supported by funding. This change should have no financial or other impact on primary schools, it is not fair for schools to have this with no support. Children's centres for children only. As long as the health visitor appointments can still be done locally in Poynton then it wouldn't matter.	7
Other comments regarding the proposals		19
Require more information	Would like to have details of the impact on schools and their funding. How much extra funding would schools receive, how will this be managed? Is their funding for the outreach services? Has the proposal considered the travel distance for families who struggle with transport and access. Will transport links be improved? Where will the different groups run? How will families who will no longer have a children's centre on their doorstep know about the outreach offer? How will you combat digital poverty? Where will health services deliver their clinics, development reviews and midwifery appointments and what about the health staff who use these buildings? How will support for the community be supplied in the same building? How will the loss of a community centre be measured?	12
Other suggestions for improvement	Oakenclough is such a wonderful facility it would be great to have something similar at the Poynton site. Oakenclough could be extended on a big plot and reused as a nursery also. More support for 14- to 18-year-olds would be good, some sort of drop in or meeting place for them.	3
Other SEN considerations	Please utilise these centres for SEN up until 18 and not just under 5. There is nothing for SEN children at these centres for indoor and outdoor play. The council should be focussing on the needs of SEN families and outreach support rather than early years provision.	2
General negative comment	Children should not be left in the care of strangers for extended periods of time, particularly in formative years. Waste of good money	2

Section 3: Further comments

At the end of the survey respondents had the opportunity to let us know if they had any further comments to make on the proposal. 135 respondents chose to leave a comment. The comments provided were coded into the following overall themes and sub themes:

Disagree with the proposals:

- Disagree with re-purposing of children's centres, 36 mentions.
- Libraries / church venues not suitable, 6 mentions.
- Disagree with outreach services, 1 mention.

Agree with the proposals:

- Agree with re-purposing as long as, 16 mentions.
- Agree with re-purposing of children's centres, 15 mentions.
- Agree with outreach services / agree as long as, 11 mentions.

Suggestions / request for more information:

- SEN provision should be a priority, 18 mentions.
- Alternative Suggestions, 16 mentions.
- Require more information, 10 mentions.

Other comments:

- Comment on Family Hubs, 6 mentions.
- General negative comment, 5 mentions.

Some respondents will have referred to more than one theme therefore total mentions won't add up to the total number of respondents who left a comment. The full summary of the comments received by theme and sub theme is presented in Table 4, on the next page.

Table 4: Further comments on the proposal

Theme	Summary of comments received	Number of mentions
Disagree with the proposals		43
Disagree with re-purposing of children's centres	<p>Invest in our children. Stop cutting vital services. The current services should not be sacrificed. Keep them as children's centres for the community. Repurposing these services will be detrimental to new mums, their social wellbeing and mental health. Have been to multiple children's centres and find each one to be full of a variety of people, would be lost without them. Putting buildings under the control of schools will reduce the availability of local services, schools will prioritise their own needs rather than the community. Won't save the money that it appears to save at first glance.</p> <p>Only have the one centre in Nantwich. Knutsford children's centre very accessible, it is a shame the hub in Knutsford isn't being invested in and expanded. Please keep Sandbach as there are no other opportunities, Sandbach is the closest one to Alsager.</p>	36
Libraries / church venues not suitable	Other council buildings such as libraries are having their hours cut, don't see how these places will be able to accommodate everything currently provided at the children's centre. Church halls etc are not designed for children in the same way as children's centres are. Already avoid these types of groups as the setting isn't suitable for SEND children. The library is a fantastic space and wouldn't want this to decrease opening times in any way.	6
Disagree with outreach services	Don't think it works having groups out in the community, parking issues, transport issues, all resources are surely better provided under one roof.	1
Agree with the proposals		42
Agree with re-purposing as long as	Needs to be properly funded and resourced before any significant change. Worry about the ability of schools to take on the management and on schools already overstretched budgets. With engagement from all services can envisage a model that would work. Keen that Physio, speech, language and other health appointments are continued within the children's centres. Keep the staff and timetable running – make sure groups that are well attended are kept open and provided at various locations. Look at each area individually to understand the differing needs.	16
Agree with re-purposing of children's centres	The repurposing of the children's centres into the school is an excellent idea and will provide much needed additional services into the primary school. Wrap around and general childcare is very hard to come by. Pre-schools are needed in schools for an easy transition for school reception starters. This would help working parents. Definitely needs repurposing, the Brooks children's centre is only open 3 days a week and it is a waste on the facilities the days it is not open. Repurposing the Hursfield children's centre will bring great benefit to the community. Would be such a positive for Broken Cross and other areas to have such a desperately needed facility.	15
Agree with outreach services / agree as long as	Will be very helpful for mum and babies if there is an outreach service offer. More outreach required. Outreach services are very needed on the Weston Estate, Macclesfield. Adding Family Hubs to Knutsford library is good for all residents as it will be central to town and increases the need for the library to remain open. An outreach option needs to be very robust and frequent / needs to be well co-ordinated and consistent if families are to trust it will be available. Has to be accessible and for	11

Table 4: Further comments on the proposal

Theme	Summary of comments received	Number of mentions
	meaningful engagement, workers need to be experienced, knowledgeable and authentic. Would a mobile double decker bus be useful?	
Suggestions and requests for more information		44
SEN provision should be a priority	Need more SEND schools. SEN should take priority when considering re-purposing. More provisions are needed for those families who have children with SEN. The current SEND provision is severely lacking. Should cater for local Sen kids 0-25. Extremely concerned about the lack of SEND provision in Disley, needs to be a regular outreach offer in Disley for all families including SEND.	18
Alternative Suggestions	Consider provision of services outside normal hours and at weekends. Use the space to provide health services / health support also voluntary groups could run at the weekends and evenings. Work together with charities and support hubs. Use the facilities for more Cheshire East services / fund raisers. Re-purpose some of these provisions and services to offer family relationship support, could be helpful for young people who are experiencing conflict at home. Would like to see Knutsford used for more community-based services, concerned that if the school take on the management this would be lost. The Knutsford Centre should be handed back to the school for school purposes only and a Family hub should be created in the Stanley Centre building on the community hospital site. Nantwich rural – the building could be well suited to exercise and wellbeing services for families and children. Would be good if other providers could secure provision working in partnership with the schools.	16
Require more information	Please detail in full the outreach offer including mapping and the reach in all communities. Who is going to provide the outreach service, what qualifications and training will they have? What do analyses of monitoring and evaluation indicate about future developments? How secure is funding for Family Hubs? Can the remaining centres become multi-agency/multi professional bases? What is on offer needs to be relayed better to all local primary schools so we can better signpost families. Do you support families struggling with issues around benefits, debt, housing, and employment? Will schools get extra funding to look after the buildings, how will they be staffed? What will happen to the premises at Dig Lane Nantwich?	10
Other comments		11
Comment on Family Hubs	Family hubs have been invaluable as a new parent, Oakenclough is fantastic, although the café is expensive. Parking is an issue at Monks Coppenhall and Oak Tree Family Hubs. We need a Family Hub in Holmes Chapel.	6
General negative comment	Save the money, concentrate on the basics. Will this actually save money? Wait to see what changes there are with the change in government first. More pre-school provision needed not taken away.	5

Appendix 1: Demographic breakdowns

A number of demographic questions were asked at the end of the survey to ensure there was a wide range of views from across different characteristics. All of the questions were optional and therefore won't add up to the total number of responses received.

Table 5: Number of survey respondents by representation. Respondents could select all that apply.

Category	Count	Percent
As a resident of Cheshire East	258	50%
As a parent/carer of a child of pre-school age	199	39%
As a parent/carer of a child of school age	135	26%
As a professional e.g. health visitor / midwife	73	14%
As a school	18	4%
As an elected Cheshire East Ward Councillor, or Town/Parish Councillor	6	1%
Other inc. childminder, school nurse, nursery, teacher, charity.	29	6%
Grand Total	513	100%

Table 6: Number of survey respondents by gender

Category	Count	Percent
Female	392	84%
Male	61	13%
Prefer not to say	16	3%
Grand Total	469	100%

Table 7: Number of survey respondents by age group

Category	Count	Percent
16-24	4	1%
25-34	111	24%
35-44	155	33%
45-54	73	16%
55-64	43	9%
65-74	42	9%
75-84	24	5%
85 and over	1	0%
Prefer not to say	17	4%
Grand Total	470	100%

Table 8: Number of survey respondents by ethnic origin

Category	Count	Percent
White British / English / Welsh / Scottish / Northern Irish / Irish	414	90%
Any other White background	11	3%
Asian/Asian British	<5	<1%
Black African/Caribbean/Black British	<5	1%
Mixed or multiple ethnic groups	8	2%
Prefer not to say	19	4%
Grand Total	459	100%

Table 9: Number of survey respondents by religious belief

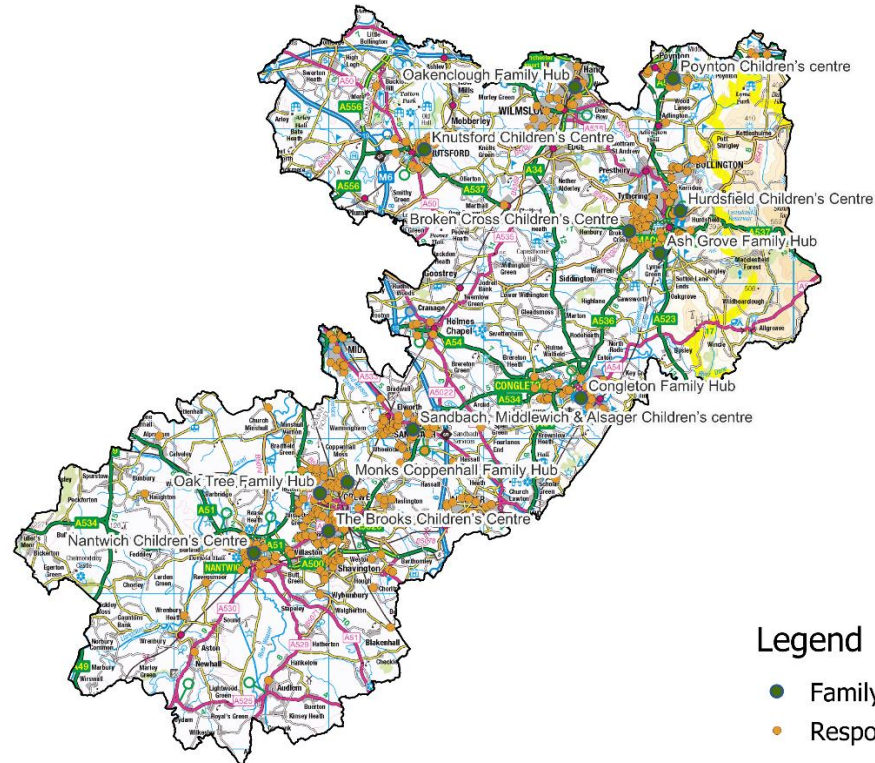
Category	Count	Percent
Christian	207	44%
No Religion	204	44%
Muslim	<5	<1%
Buddhist	<5	<1%
Jewish	<5	<1%
Other religious belief	5	1%
Prefer not to say	44	9%
Grand Total	465	100%

Table 10: Number of survey respondents by limited activity due to health problem / disability

Category	Count	Percent
Yes, a lot	71	15%
Yes, a little	19	4%
Not at all	341	73%
Prefer not to say	35	8%
Grand Total	466	100%

Appendix 2: Map of respondent postcodes

This map plots respondent postcodes that were provided as part of the consultation as well as current family hubs / children's centres.



Legend

- Family Hubs / Children's Centres
- Respondent Postcodes



Map of respondent postcodes Re-purposing children's centres consultation 2024

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Report produced on 20 September 2024 by the Research and Consultation Team, Cheshire East Council, Email RandC@cheshireeast.gov.uk for further information.

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Poynton

	Current Start for Life offer 0-4 in Poynton Children's Centre		Cheshire East Council 0-4 offer (Inclusive of Start for Life offer and library services)	Health offer (Relocating to Poynton Library)	Community offer (Only includes low or no cost offer)
Monday				Development Checks 9.00 - 12.00	
Tuesday				Development Checks 9.00 - 12.00	
Wednesday			Stories and Songs 10:30 - 11:00 Term time only Poynton Library.	Development Checks 9.00 - 12.00 Well Baby Clinic 1.00 - 2.30	
Thursday			Rhyme time 10:30 - 11:00 Poynton Library		
Friday				Development Checks 9.00 - 12.00	

Broken Cross

	Current Start for Life offer 0-4 in Broken Cross Children's Centre		Cheshire East Council 0-4 offer (Inclusive of Start for Life offer and library services)	Health offer (remaining at Broken Cross)	Community offer (Only includes low or no cost offer)
Monday	Little Stars 10:00 - 11:00		Little Stars 10.00 - 11.00 AshGrove Hub	Development Checks 9:00 - 12:30	Rainbow Tots Calvary Church SK11 8RH 9:00 - 11:00 £1.00 per family
Tuesday			Stories and Songs 10:15 - 10:45 Macclesfield Library		
Wednesday			Babies Together 10:30 - 11:30 Macclesfield Library Baby Bounce 11:30 - 12:00 Macclesfield Library		Sunbeams St Johns Church SK11 8RS 10:00 - 11:00
Thursday			Stay and Play Together 9.30 - 10.30 Broken Cross (School delivery) Rhyme time 11:30 - 12:00 Macclesfield Library	Midwives 9:00 - 12:00 Well Baby Clinic 1:30 - 3:00	

Friday	Stay and Play 10:00 - 11:00		Stay and Play Together 10 - 11 Upton Primary		

Hurdsfield					
	Current Start for Life offer 0-4 in Hurdsfield Children's Centre		Cheshire East Council 0-4 offer (Inclusive of Start for Life offer and library services)	Health offer (remaining at Hurdsfield)	Community offer (Only includes low or no cost offer)
Monday				Midwives 9:00 - 5:00 CHERUBS 10:00 - 11:30 Development Clinic 1:30 - 4:30	Hurdsfield Tots 10:00 - 11:15 Holy Trinity Church
Tuesday			Stories and Songs 10:15 - 10:45 Macclesfield Library		
Wednesday	Babies Together 10:00 - 11:00		Babies Together 10.30 - 11.30 Corner on the Green Baby Bounce 11:30 - 12:00 Macclesfield Library	Midwives 9:00 - 5:00 Specialist Perinatal Mental Health 11:30 - 12:30 Development Checks 1:00 - 5:00	

Thursday			Rhymetime 11:30 - 12:00 Macclesfield Library		
Friday			Stories and Songs 10:15 - 10:45 Macclesfield Library	Midwives 9:00 - 1:00 Blood Clinic 1:00 - 3:00 Well Baby Clinic 9:30 - 12:00	Toddler Groups 10:00 - 11:30 Term Time Only St Pauls Church SK11 7AJ £2.00 per session
Knutsford					
	Start for Life offer 0-4 in Knutsford Children's Centre		Cheshire East Council 0-4 offer (Inclusive of Start for Life offer and library services)	Health offer (remaining at Knutsford CC)	Community offer (Only includes low or no cost offer)
Monday			Baby Bounce 11:00 - 11:30 (Knutsford library)	Development Checks 9:00 - 1:00 Midwives 1:30 - 4:30	
Tuesday			Rhymetime 11:00 - 11:30 (Knutsford library)	Midwives 9:00 - 4:30	Bread and Butter Thing Community Food resource 9:00 - 1:00 (Knutsford CC)
Wednesday	Babies together 10:00 - 11:00 Weaning bi-monthly 1:30 - 2:30		Weaning bi-monthly 1:30 - 2:30 (Knutsford library) 1.30 - 2.30 Family hub drop in session (1st Wednesday every Month)	Development Check 9:00 - 1:00 Well Baby Clinic 1:00 - 2:30	

Thursday				Development Checks 9:00 - 1:00 Midwives 1:30 - 4:30	Manor Park Primary Site Cubs 9:15 - 10:15 Manor Park Primary Site Little Bears 10:30 - 11:30
Friday			Stories and Songs 11:00 - 11:30 (Knutsford library)	CHERUBS 10:00 - 11:30	Toddler group 10:00 - 12:00 St Vincents De Paul RC Church WA16 6HR

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SANDBACH

	Start for Life offer 0-4 at Sandbach Children's Centre Currently			Cheshire East Council 0-4 offer (Inclusive of Start for Life offer and library services)	Health offer Will remain at Sandbach Academy Site	Community offer
Monday	Babies Together 10:00 - 11:30 Little Stars 1:00 - 2:30			Stories and Songs 10:30 - 11:00 Sandbach Library	Midwives 9:00 - 5:00	Little Fishes - Wheelock Baptist 10- 11.45am £2 donation
Tuesday				Babies Together 1:00 – 2:00 Sandbach Library Baby Bounce 2:00 – 2:30 Sandbach Library	Midwives 9:00 - 5:00	Tots & Co - Baptist church 9.30-11.30am £1 donation
Wednesday	Stay and Play 10:00 - 11:30			Rhymetime 10:30 - 11:00 Sandbach Library	Midwives 9:00 - 5:00	Baby group - St Peters 10-11.30am £1.50 up to 2 babies
Thursday				Little Stars 1:00 – 2:30 Sandbach Library	Midwives 9:00 - 5:00	ABC - St Peters 9-10.30am & 11-12.20pm Baby & Toddler - Yoxhall 10-12pm £2.50 and 50p any additional child
Friday					Midwives 9:00 - 5:00	

Middlewich

	Start for Life offer 0-4 at Sandbach Children's Centre			Cheshire East Council 0-4 offer (Inclusive of Start for Life offer and library services)	Health offer at Sandbach Academy Site	Community offer
Monday	Babies Together 10:00 - 11:30 Little Stars 1:00 - 2:30			Mini Builders 10:30 – 11:00 Middlewich Library	Midwives 9:00 - 5:00	Little Fishes - Wheelock Baptist 10-11.45am £2 donation
Tuesday				Rhyme time 10:30 – 11:00 Middlewich Library	Midwives 9:00 - 5:00	Tots & Co - Baptist church 9.30-11.30am £1 donation
Wednesday	Stay and Play 10:00 - 11:30			Babies Together 10:00 – 11:30 Middlewich Library	Midwives 9:00 - 5:00	Baby group - St Peters 10-11.30am £1.50 up to 2 babies
Thursday				Stay and Play 1:00 – 2:30 Middlewich Methodist church	Midwives 9:00 - 5:00	ABC - St Peters 9-10.30am & 11-12.20pm Baby & Toddler - Yoxhall 10-12pm £2.50 and 50p any additional child
Friday					Midwives 9:00 - 5:00	

ALSAGER

	Start for Life offer 0-4 at Sandbach Children's Centre		Cheshire East Council 0-4 offer (Inclusive of Start for Life offer and library services)	Health offer (Will remain at Sandbach Academy Site previously Sandbach, Middlewich and Alsager Children's Centre)	Community offer
Monday	Babies Together 10:00 - 11:30 Little Stars 1:00 - 2:30		Little Stars 1:00 – 2:30 Alsager Library	Midwives 9:00 - 5:00	Little Fishes - Wheelock Baptist 10-11.45am £2 donation
Tuesday				Midwives 9:00 - 5:00	Tots & Co - Baptist church 9.30- 11.30am £1 donation
Wednesday	Stay and Play 10:00 - 11:30			Midwives 9:00 - 5:00	Baby group - St Peters 10- 11.30am £1.50 up to 2 babies
Thursday			Stay and Play 15:30 – 17:00 Wesley Place Alsager	Midwives 9:00 - 5:00	ABC - St Peters 9-10.30am & 11- 12.20pm Baby & Toddler - Yoxhall 10-12pm £2.50 and 50p any additional child
Friday			Baby Bounce 2:00 – 2:30 Alsager Library	Midwives 9:00 - 5:00	

Nantwich

	Family Hub offer			Cheshire East Council 0-4 offer (Inclusive of Start for Life offer and library services)	Health offer at Nantwich Academy Site
Monday					Midwives 9:00 - 5:00 CHERUBS 12:30 - 2:00
Tuesday	Stay and Play 10:00 - 11:30			Rhymetime 11:00 - 11:30 Nantwich Library	Development Checks 9:00 - 12:00
Wednesday				Babies Together 1:00 - 2:00 Nantwich Library Baby Bounce 2:00 - 2:30 Nantwich Library Little Stars 1:00 - 2:00 Nantwich Methodist Church	Midwife 9:00 - 5:00
Thursday					
Friday				Stay and Play Nantwich Academy school	Midwife 9:00 - 4:30

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OPEN

Destination of Report: Children and Families Committee (11 Nov 2024)

15 Sept 2024

Household Support Fund 2024/25 (HSF5 Review and HSF6 Proposal)

Report of: Theresa Leavy, Interim Executive Director of Children's Services

Report Reference No: CF/45/24-25

Ward(s) Affected: ALL

For Decision or Scrutiny: Decision

Purpose of Report

- 1 To receive endorsement of the Household Support Fund (HSF) 5 evaluation and approval for the proposed amendments for delivery of HSF6.

Executive Summary

- 2 The Household Support Fund (HSF) has provided essential support to vulnerable households in Cheshire East since 2020, including food, utilities, housing assistance, and other necessities. As of 2024, HSF5 has transitioned from bulk payments to an enhanced referral system, aiming to reduce dependency and for more sustainable impact. Since then, the programme has processed over 6,640 referrals with a total spend of £2.2 million.
- 3 The HSF grant has now been extended for another 6 months, and will run until the end of March 2025 ([1 October 2024 to 31 March 2025: Household Support Fund guidance for county councils and unitary authorities in England - GOV.UK](#)).
- 4 Further to the above, the HSF was also included within the autumn budget speech, which announced a further £1bn in national funding for

the programme (Please see: section 4.111 in [Autumn Budget 2024 – HC 295](#)).

Key Outcomes:

- Spend & Referrals: The highest number of referrals (5,766) were for food and utilities, but housing costs and council tax arrears accounted for the largest financial spend. Average payment amounts varied, with housing costs significantly higher per referral (£5,175.90) compared to food (£126.87).
- Impact: HSF5 successfully addressed key community needs, including homelessness prevention and essential household costs, but some inefficiencies were identified, especially in administrative overheads and delays in processing.
- Staffing: The delivery of HSF5 required significant staffing, with over 100 hours of staff time per week. List 1 was identified as the most efficient in terms of financial distribution per hour of staff investment.

Consultation Feedback:

- 5 Stakeholders praised the grant's transformative impact on vulnerable families but noted administrative burdens and called for more streamlined payment processes. Feedback suggested the grant enabled early intervention, helping families avoid crises such as eviction and or placement breakdown.

Proposed Improvements for HSF6:

- A triage system will be introduced to direct referrals to appropriate teams, bypassing the centralised process and reducing delays.
 - Payments may be streamlined into a cash voucher system to simplify administration.
 - HSF6 will focus on maintaining effective delivery mechanisms while improving efficiency, particularly in supporting low-complexity cases quickly and allowing more time for complex cases.
- 6 The total projected spend for the next six months is £2.2 million, with the primary focus on food, utilities, wider essentials, and housing costs.

RECOMMENDATIONS:

Committee are recommended to:

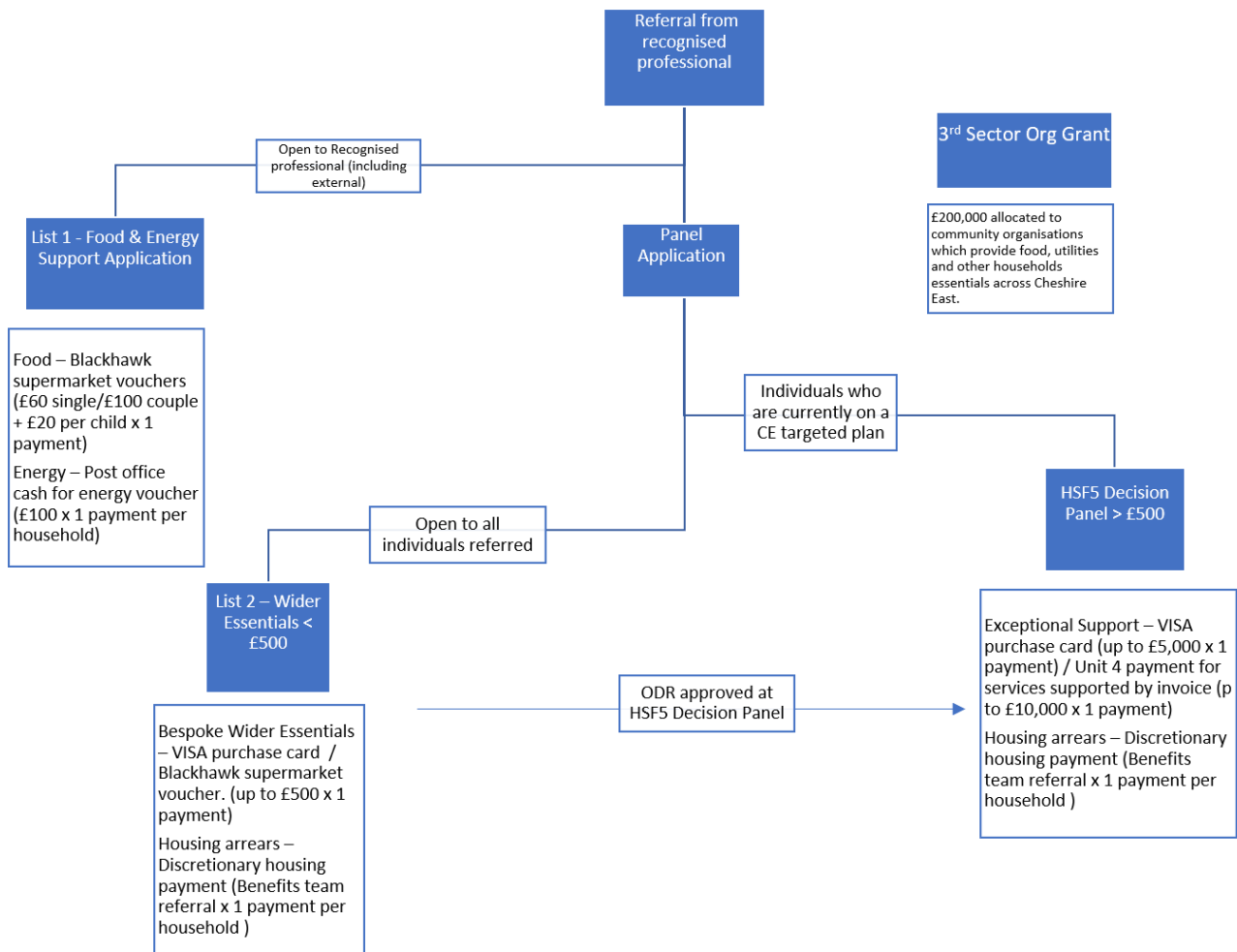
1. Recommend to full council to approve the supplementary estimate on the 11 December 2024.
2. Endorse the findings from the HSF5 evaluation.
3. Approve the HSF6 delivery model.

4. Delegate authority of the Household Support Fund delivery to the Executive Director of Children's Services.

Background

- 7 The HSF has been delivering food, utilities, white goods, housing support, and other household essentials since December 2020. During this time, the HSF programme (and its variants: Covid Winter Grant Scheme & Covid Support Grant) has provided over £15m of support and over 100,000 separate payments to high priority groups within Cheshire East.
- 8 Prior to 2024/25, the HSF grant was delivered predominantly via a bulk payments system, accompanied by a referral process to support those who had not been captured by the bulk delivery process. The grant had significant success with delivering large amounts of funding to groups, but it became apparent from previous analysis that we were failing to have a sustainable impact, and arguably creating dependency within the community. Payments to each group were small because of the number of people being supported, e.g. a £20 food voucher or a one-off energy voucher.
- 9 As a result, the HSF5 delivery was approved to have an amended delivery process, which removed the bulk delivery process and enhanced the referral process. This approach was approved by Children and Families Committee.

10 Table 1 represents a flow chart of the HSF5 delivery model:



11 In summary, HSF5 was delivered over 3 referral mechanisms and a 3rd sector organisation grant. List 1 provided food and energy support, list 2 provided wider essentials support (under £500), list 3 provided exceptional support (over £500) and the 3rd sector grant provided food, utilities, and other household essentials.

HSF5 Evaluation

12 Outcomes for the community of the model illustrated in table 1 are as follows: *Figures as of 14.10.24

13 Table 2: List 1 outcomes:

	Number of referrals received	Number of referrals paid	Total Amount Paid

Food	3,052	3,052	£376,810.00
Utilities	2,714	2,714	£373,000.00
Total	5,766	5,766	£749,810.00

14 Table 3: List 2 outcomes:

	Number of referrals received	Number of referrals paid	Total Amount Paid	Number outstanding
Total	447	304	£84,740.46	143

15 Table 4: List 3 outcomes:

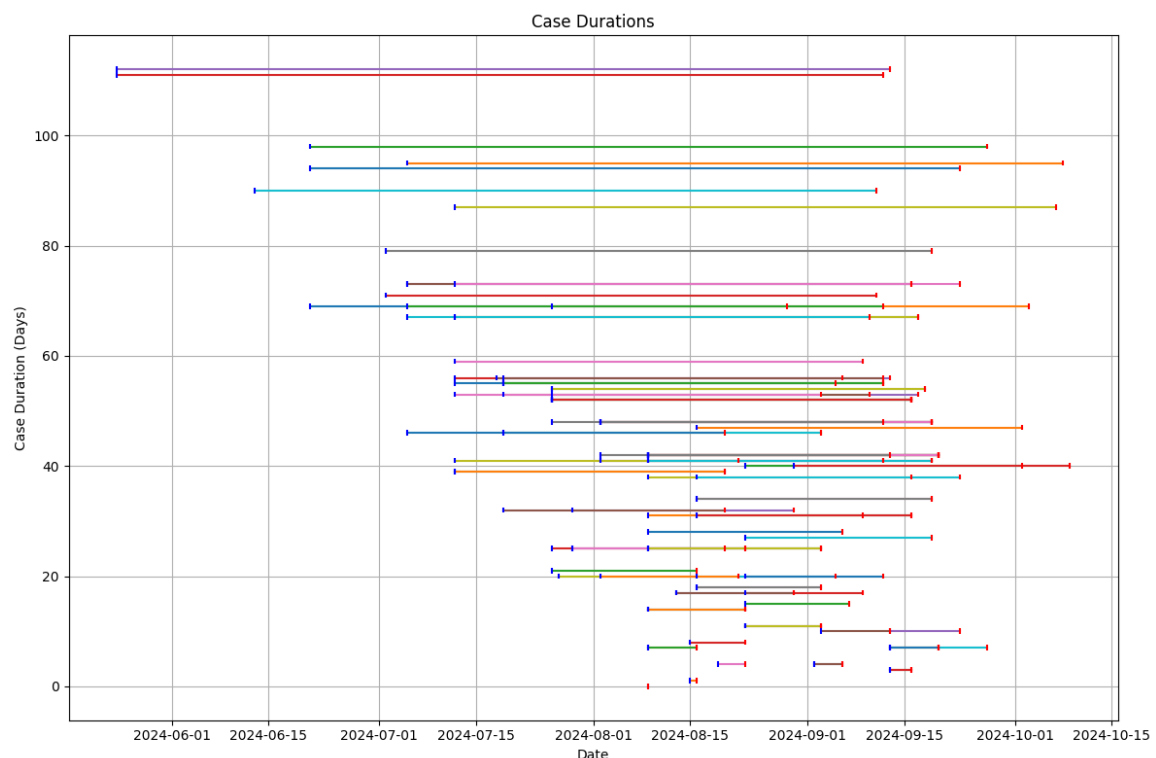
	Number of referrals received	Number of referrals paid	Total Amount Paid	Number outstanding
Wider Essentials	165	139	£158,815.44	26
Housing Costs	135	85	£439,951.38	50
CTAX Arrears	90	90	£204,332.33	0
Care Costs	20	11	£101,607.51	9
Food and Energy	17	12	£22,808.92	5
Total	427	337	£927,515.58	90

16 Analysis of the above data shows that we received a total of 6,640 referrals, with a total of 6,407 being paid (96.5% completion) and a total spend of £1,762,066.04. This represents approx. 276.7 referrals

received per week, 266.96 paid per week, with a weekly spend of £73,419.41.

- 17 When comparing the 3 lists, list 1 had the highest volume of referrals (5,766) and the second largest spend (£749,810.00). This gives an average spend per award of £130.
- 18 List 2 had the second highest number of referrals (447) but lowest of the 3 in terms of paid cases (304). List 2 had the lowest spend (£84,740.46), providing an average spend per award of £278.75.
- 19 Finally, List 3 had the lowest number of referrals, at 427, although the spend total for list 3 is the largest (£927,515.58), with an average spend per award of £2,752.27.

20 Table 5 - Case durations.



- 21 Tables 1, 2 and 3 show that most referrals were approved, however – they do show a significant number of referrals which are retained open (233).
- 22 Regarding these 233 open referrals, table 5 addresses case durations/time taken to close referrals. The average referral took 33.2 days, with the longest open referral 111 days, and the shortest 3 days.
- 23 Table 5 also demonstrates that cases are either open for a long time, or they are closed quickly, with the upper quartile average duration being 48 days, and the lowest quartile being 11 days. Demonstrating that 25% of referrals are closed within 2 weeks, but 75% take longer than this, with the slowest 25% taking almost 2 months to close. When explored, the data shows that the largest delay is when referrers are asked for clarifications by the central team.
- 24 The table is weighted towards longer referral closure times towards the start of the programme, with the average of the first 3 months of delivery (57.26 days), being twice the average of the second 3 months of delivery (24 days). This shows that as the programme progressed, the system matured, and we became more adept at closing referrals.
- 25 In addition to the above, we also supported the third sector in Cheshire East with a total of 20 organisations receiving £198,421.00. The

organisations we have supported include food support, housing support, advise and signposting organisations, white goods support, clothing support, warm spaces, and other combinations of the above which compromise a comprehensive support vehicle around our main delivery platform. A list of the organisations we have supported is below:

- 26 Alsager Community Support, Changing Live's Together, Citizen's Advice Cheshire North, Cre8, Macclesfield Limited Making Space, MHA Communities Cheshire East Disability Information Bureau, Hope Central Motherwell Cheshire CIO, One Project Macclesfield, Potential Brewed CIC, The Education & Community Partnership, The Pantry@Sandbach Hub and Sandbach Foodbank, The Wishing Well, Wesley Place Methodist Church Alsager, YMCA Cheshire, St Paul's Centre, Stable Minds CIC, Stable Minds CYP CIC, Ruby's Fund and Silklife.
- 27 Assessment of the impacts of the community grant delivery is ongoing.
- 28 Table 6: Total referral volumes and spend across spend categories:

Spend Category	Number of referrals	Spend	Spend as a %
Food	3,058	£388,214.46	20.20%
Utilities	2,720	£384,404.46	19.79%
Wider Essentials	443	£158,815.44	8.16%
Housing Costs	85	£439,951.38	20.70%
CTAX Arrears	90	£204,332.33	3.27%
Care Costs	11	£101,607.51	5.45%
Third Sector Grant	0	£198,421.00	10.64%
Admin	0	£220,000.00	11.79%
Totals	6,407	£2,095,746.58	100.00%

- 29 Analysis of table 6 shows we have 4 dominant spend categories, which are housing costs (439,951.38), food (£388,214.26) and utilities (£384,404.46). In terms of volumes, the largest volumes were food (3,060), utilities (2,718), with a notable drop in significance, to wider essentials (443). Other notable spends include council tax (CTAX) arrears (£204,332.33), admin (£220,000) and the 3rd sector grant (£198,421).
- 30 When comparing spend and volume, the average HSF award valued £327.10. Table 6 goes on to show care costs had the highest ratio, with an average payment (£9,237.05), housing costs was second (£5,175.90) and CTAX arrears third (£2,270.36). These payment ratios

are significantly higher than food (£126.87), utilities (£141.43) and white goods (£358.50).

- 31 In terms of analysis, housing, food, and utilities dominate the spending structure, with certain spend categories having a significantly higher cost per referral. The volumes in food and utilities suggest the grant has a very wide footprint in the community, whilst the cost of admin is also shown as a significant portion of the spend, highlighting an area where efficiencies could be made.

32 Demographics

- 33 Table 7 shows project spend against key demographic groups:

		Wider Essentials (list 2)	Food (list 1)	Energy (list 1)	Exceptional costs (list 3)	Totals
Pensioners	Volume	19	208	208	49	484
	Spend	£ 5,296.25	£ 27,040.00	£ 27,040.00	£ 134,861.23	£ 194,237.48
Children	Volume	185	1757	1446	153	3541
	Spend	£ 51,569.19	£ 208,460.00	£ 208,160.00	£ 421,097.90	£ 889,287.09
Disabled	Volume	100	972	945	135	2152
	spend	£ 27,875.00	£ 126,360.00	£ 122,850.00	£ 371,556.45	£ 648,641.45
Other	Volume	0	115	115	0	230
	spend	£ -	£ 14,950.00	£ 14,950.00	£ -	£ 29,900.00
Totals	Volume	304	3052	2714	337	6407
	Spend	£ 84,740.44	£ 376,810.00	£ 373,000.00	£ 927,515.58	£ 1,762,066.02

- 34 Table 7 demonstrates the split of spend across key demographics in Cheshire East. The table demonstrates that the children's cohort received the most funding (50.47%) and most amount of referrals (3,541), with households with disabled individuals receiving the second most spend (36.81%) and referrals (2,152), pensioners with the third most (11.02%) with significantly less referrals (484), and then the 'other' category with the smallest portion of spend (1.7%) and lowest number of referrals (230).
- 35 In terms of average spend per award by age group, table 7 shows that pensioners had the highest average award value (£401.32), followed by households with disabled individuals (£301.41), then children's (£251.14) and finally the 'other' category (£130).
- 36 Exploring why, an explanation is shown through the ratio of applications in higher average spend categories. With pensioners having the largest percentage of referrals in list 3 (10.12% of total pensioners referrals), households with disabled individuals having the second largest (6.27%) and then households with children having the second lowest (4.32%) and the 'other' category having none.

- 37 This suggests that different demographics have different needs. For example, it suggests that pensioners are more likely to require exceptional support (for something such as a house adaption), than they are for food or utilities support, and that the items they have requested have larger spend connotations than other demographics.
- 38 Outside of the above trend, the second most significant observation from table 7 is that most referrals in each category are for food and utilities (average 88.5%).
- 39 In terms of limitations, the data above separates households with disabled individuals from children's, pensioners, and 'other' households. It is important to note that they would be included within one of the other demographics if they were not separated at point of data collection.

40 Staffing

- 41 Full staffing breakdowns can be found in the appendices below; however, a summary is presented in table 8 below:

List 1 (Appendix 4)	0.915 FTE (32.75 hours)
List 2 (Appendix 2)	0.915 FTE (32.75 hours)
List 3 (Appendix 1)	1.129 FTE (41.77 hours)
Total	2.959 FTE (105.97 hours)

- 42 Analysis of the staffing data shows that the HSF5 delivery model required a significant portion of staff time at over 100 hours per week. Time wise, the costliest of the 3 lists, was list 3. List 3 consumed a total of 41.77 hours of staff time per week. List 2 and list 1 took identical amounts of time at 32.75 hours each.
- 43 When compared to delivery outcomes, list 1 is the most cost effective, achieving a total of £22,894.96 per hour of staff investment. List 3 would represent the second most cost effective, delivering a total of £22,205.31 per hour of staff investment. List 2 would have the lowest ratio, with only £2,587.50 delivered per hour of staff investment.
- 44 Analysis of the above would shows that list all 3 lists require a similar amount of time investment. List 1 is the most efficient mechanism of distribution, with list 3 a close second and list 2 having a significantly lower ratio of financial distribution to staff investment This relationship only demonstrates a time investment as an outcome measure, this

needs to be compared to impacts on family for a formative observation to be produced.

Evaluation of the Impact of HSF5

- 45 The consultation and engagement process followed two main themes, outcomes for families and feedback on delivery mechanisms. The Consultation process aimed to include as wide a range of stakeholders from all levels as possible, thus we focussed on recipients of the grant, internal delivery stakeholders, external delivery stakeholders and referrers.
- 46 The consultation and engagement covered the following groups: homelessness prevention, CEC adult social care, CEC children's social care, CE schools (Churchlawton), CE housing associations (Plus Dane), NHS social prescribers, 3rd sector organisations (CAB, CGL, CW Carers, Trussell Trust, etc.). We also engaged with other internal CE departments including, housing, benefits, adults social care, homelessness prevention, children's social care and early help and prevention.
- 47 Engagement with these groups included, online meetings, case studies, an online survey, and a focus group.
- 48 Outcomes for families are tracked through appendix 4 - 8 which include a selection of case studies across all 3 lists, illustrating a picture of a significant need within the community that the HSF grant interventions were able to achieve.
- 49 One case study (appendix 4) demonstrates how the grant has prevented a family from going through a lengthy, stressful court case which would result in them losing their home and going into supported accommodation. This would result in significant disruption to family life, as well as incurring significant costs to the local authority. As all housing costs paid were aimed at removing the risk of homelessness in a sustainable tenancy, this would support housing costs as having a significant impact on our community.
- 50 The support provided by the food and utilities portion of the grant is shown in a case study from a 3rd sector carer organisation (appendix 5). The case study states that the food and energy supported helped a mother caring for her child with SEND. The monies supported her to keep on track with her bills which had increased, meaning she had to make a choice between building up heating debt, or washing her child properly. The support also translated to her being able to increase the quality of food which her child was receiving. Another supporting element for food and utilities, includes during a focus group with the CAB, where a representative said the support, the grant provides has

been '*huge*' for their families, and they regularly have families '*crying over the phone*' thanking them and explaining how crucial the intervention has been to their circumstance.

- 51 Appendix 8 provides further support to the food and utilities portion of the grant, describing how the scheme was a '*lifeline to many of the most vulnerable in our community.*'
- 52 Evidence of the impact of wider essentials can be seen in appendix 6, which shows how the items provided via the HSF programme supported a young person to be able to attend school and resolve a high intensity family crisis. This allowed the family to return to a level of normality, afford essentials, and address other areas of pressure such as school attainment and wellbeing.
- 53 Support for the council tax element can be seen in appendix 7, where CE social worker explained the crisis an individual in CE was in due to unpaid council tax, and how the HSF payment has prevented this crisis from escalating and allowed the individual to work on their mental health. In this instance, there were bailiffs attending the home of an individual who has significant struggles with their mental health. By removing this external pressure, the HSF was able to have a transformational impact on this person's life.
- 54 An online survey is currently on-going, and the results are expected shortly.
- 55 The second theme of the evaluation focussed on process and areas which we could streamline into the next grant delivery. These conversations were held as a focus group with internal CE delivery partners (housing, benefits, adults social care, homelessness prevention, children's social care and early help and prevention), and external partners (schools, Plus Dane CAB, CGL, CW Carers, Trussell Trust, etc.). We asked these partners to include as many representations from the community as possible.
- 56 From the minutes of the focus group, table 9 demonstrates a word cloud produced from these conversations.



- 57 The main themes which arose were the scale of need within the community, the transformative capabilities of the grant, retention of the success from the last 6 months and ways to streamline delivery re: admin – with one stakeholder describing the administration as *‘overwhelming at times.’*
- 58 The elements they wanted to *‘hold’* onto was the transformational ability of the grant. The group expressed; the grant has the ability to have a one-time intervention with a family, and remove them from the crisis path that they were on. The group went on to praise *‘focus time,’* stating the expert/multi-agency approach meant cases were comprehensively resolved, as the panel were able to design support packages which didn’t just resolve the immediate crisis – but also ensured the individuals were supported to reduce the likelihood of the crisis occurring again. The ease of access was also spoken of positively, meaning early interventions were possible throughout the grant. Support individuals to receive the right help at the right time and reducing the likelihood of escalation.
- 59 The challenges that were posed, focussed on administrative work required by stakeholders to complete applications, and then transform those applications into support. We were critiqued on how we deliver payments, and asked if a cash or voucher system for all payments would be simpler. The focus group also suggested the grant should have a closer relationship with the recipients, rather than acting as a central body – predominantly communicating with referrers.
- 60 In summary, the HSF5 delivery model has had multiple successes, including the footprint of the grant at almost £2m within 6 months, the impact of the grant having transformational impacts on our families whilst rating low in terms of intrusiveness, and the criteria for support

allowing us to support families early – rather than waiting for an escalation. These successes are paired with themes which have been identified for improvement, these include streamlining payment processes, increasing the proximity between grant delivery and the community and reducing administrative strain.

Proposed Improvements and Efficiencies

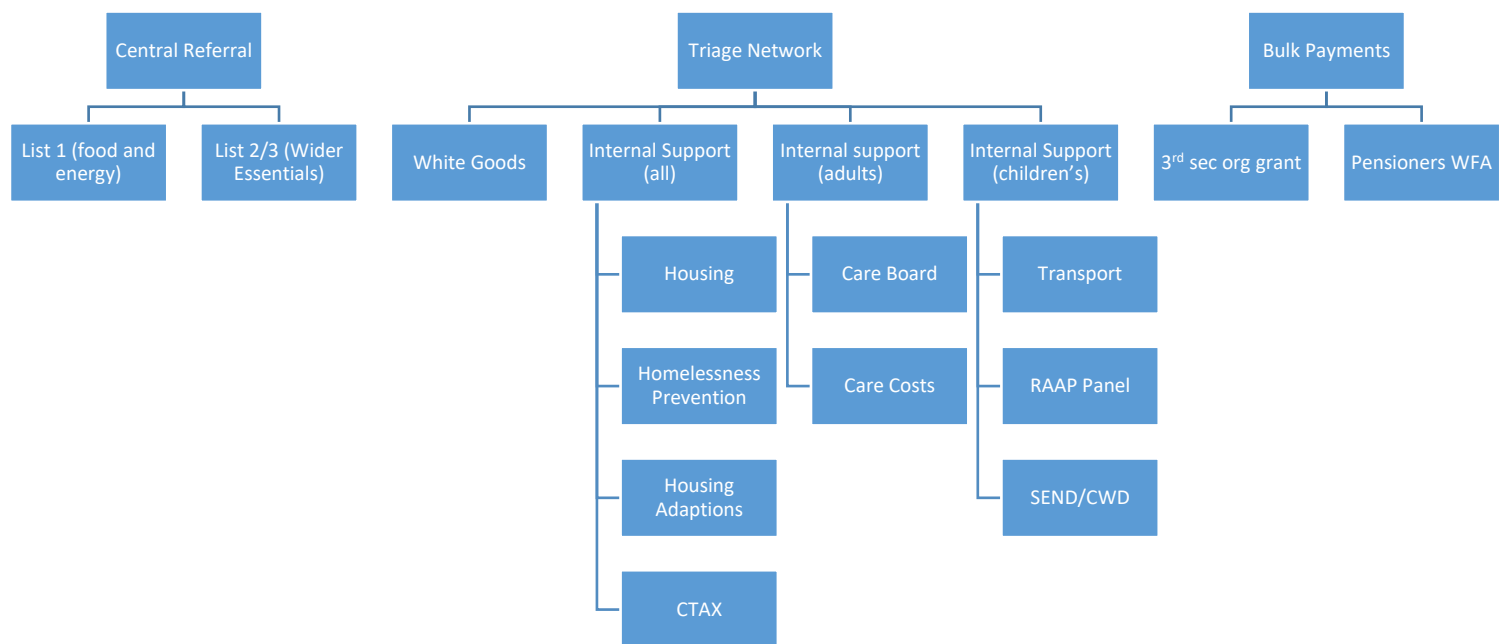
- 61 Applying the knowledge and data from the past 6 months has allowed us to identify areas where the project can be improved. The main goal of the listed efficiencies is to capture the successful elements of the HSF5 delivery process, whilst negating some of the challenges, with the goal of better meeting the needs of our community.
- 62 The main efficiency which is recommended is for the grant to establish direct referrals and utilise existing staff networks and payment pathways. This would allow for referrals to go direct to teams rather than through the HSF grant centralisation system. This would reduce the administrative bottleneck and allow for smoother processing.
- 63 By producing a triage network, we would send referrals directly to teams, avoiding unnecessary administration and delays. These teams also work directly with families, increasing our proximity to the community and ability to listen and provide the tailored support they require.
- 64 In terms of payments, there are multiple options, which include streamlining the payments into a cash voucher only model or constraining the items available for simpler payments. If vouchers or another alternative were adopted, it would save a significant portion of administration delivery time. However, they would carry a risk of the agreed items not being purchased, or in the worst-case scenario – fraud. These would need to be mitigated against before this option could be mobilised.
- 65 A final element of improvement for future grants, would be for the grant to address a gap in support left by winter fuel payment (WFP) eligibility amendments.
- 66 In previous iterations, delivery of a WFP payment to pensioners was a requirement of the programme, please see a link to HSF2 delivery guidance, where the DWP specify 33.3% of the programme must be delivered to households with pensioners ([Household Support Fund 2 management information for 1 April to 30 September 2022 - GOV.UK](#)). This requirement was removed after HSF2, but the DWP were explicit that they expected the HSF programme to support a wide range of households, with the new guidance stating the fund is intended to cover

'a wide range of low-income households in need' and the local authority are expected to include all ages in their delivery.

- 67 In a recent letter to the Government, the Social security advisory committee ([The Social Fund Winter Fuel Payments Regulations 2024: letter to the Secretary of State for Work and Pensions - GOV.UK](#)) explained that the Government have not completed a *'full assessment of the impact'* of removing the Winter Fuel Payments, so we do not have figures stating how many more pensioners may fall into poverty. However, there is research which suggests that WFPs had a positive impact on quality of life for pensioners in the lowest 20% of income households ([Evaluating the association between receipt of a winter fuel cash transfer and older people's care needs, quality of life, and housing quality: Evidence from England - ScienceDirect](#)).
- 68 In Cheshire East, there are approx. 8,000 pensioners in receipt of council tax support. This group qualify via assessment of a comprehensive, national implemented, evaluation tool. Of this group, 4,500 are in receipt of Pension Credit Guaranteed Credit (PCGC), who will continue to receive WFPs. To be eligible for PCGC, you must have a weekly net income of less than £218.15 (single person) or £332.95 (couple).
- 69 The 3,500 pensioners on council tax support, who will lose their WFP, have also been deemed vulnerable via the national assessment tool, however because of how the tool evaluates - there will be a scale of financial vulnerability within this group, meaning some of the cohort will be at a significant financial vulnerability, when others may not be in as critical a circumstance.
- 70 From a conversation with a think tank 'Policy in Practise' ([Household Support Fund 6 and the Winter Fuel Payment - Policy in Practice](#)) we have identified some further metrics which can be applied to our CTAX data, to increase the likelihood of financial vulnerability. These include, amount of capital held below threshold, weekly income and debt with the Local Authority.
- 71 Additionally, from a meeting with local authorities from within the North West area, it is a policy which many authorities are adopting, including Stoke, Cheshire West and Chester and Halton.

HSF6 Proposal

- 72 The HSF6 proposed delivery model is illustrated in table 10:



- 73 The purpose of the updated model is to retain successful delivery elements from the previous process, whilst reducing strain on areas identified via the HSF5 evaluation.
- 74 Feedback from key stakeholder's states that for less complex cases, speed, and the time to support is a key priority and a key measure for success. However, for the more complex cases, our feedback suggests the best results were achieved through the time and respect that the multi-agency panel process was able to provide each case, chaired consistently by the Family Help Head of Service.
- 75 HSF6 will retain the same target cohorts, focussing on Cheshire East's most vulnerable individuals. These cohorts include, care leavers, young carers, financially vulnerable individuals, individuals known to Cheshire East professionals, individuals known to 3rd sector organisations and individual with a financial vulnerability as deemed by a professional or practitioner.
- 76 The concept behind the above process is to establish an automatic triage process, where referrers will access support largely via direct referrals to CE teams or 3rd sector providers. This would then leave a significantly reduced list of complex cases for the panel to review.
- 77 In short, this means low complexity cases are triaged and high complexity cases receive the time and consideration they require - meaning the key priorities are achieved for both groups.

- 78 The impact of this will be two-fold, firstly for families – they will access support quicker, and increase their proximity to delivery, because the triage teams have community footprints when the centralised process is a back-office function. Then secondly, process will also reduce the centralised administrative bottleneck which occurred during HSF5 delivery that led to some delays.
- 79 We have been able to do this by applying data from previous deliver to break down spend and assess what cases require consideration. For example, our previous delivery has shown us that 20.7% of payments were for homelessness prevention. The policy around grant delivery is clear for homelessness prevention – if the monies support a transformational change which removes a family from a crisis, and the tenancy is sustainable, then we can use the monies to support. Upon reviewing these cases, it is clear they do not require the same whole agency approach, and in these cases the priority is often speed to support (to block evictions, court cases, etc.). In these cases, our suggestion is, rather than homelessness prevention providing a referral, for us to review, approve/decline, and then for homelessness prevention to make the payment. Homelessness prevention would support the cases and then provide an update monthly, with a referral route for external referrers to homelessness prevention available.
- 80 This process would be repeated for other groups we have identified, including white goods, CTAX, etc. and other groups listed under direct referral in table 10.
- 81 This is not to say there are instances where a whole agency approach would add no value. To address this, we will establish a referral process from the triage network to the central referral process. This will ensure cases receive appropriate and proportionate amounts of consideration.
- 82 In terms of training the triage network these groups have all attended panel for the previous 6 months, so they have been close to the development of the programme and how it is delivered. In addition to this, the central team will hold training modules with all agencies, ensuring they are aware of grant conditions, reporting frameworks, support routes and escalation processes. Quality assurance will be conducted at our steering group, where quarterly dip sampling of cases will occur, providing scrutiny and assurance.
- 83 Going forward, as per feedback from key stakeholders and the community, we are suggesting a mixture of cash vouchers are utilised alongside the VISA payment card. The cash vouchers would be used in primary instances where the team have confidence the item will be purchased, with the VISA payment card retained for special instances.

- 84 For list 1, the process will remain the same – as per our delivery data and feedback this was an effective process. The main area of concern we are currently considering is amending our payment contract to provide additional fraud protection.
- 85 In addition to the central referrals and direct referrals, to ensure we provide fully comprehensive support to the community, we will also support a 3rd sector grant – providing food banks and other key community organisations to provide support.
- 86 The final element of support is a proposed winter fuel contribution to pensioners. The grant will provide a one-off payment to all pensioner households in receipt of council tax support who have lost their winter fuel payment because they don't receive PCGC, with the additional factors listed in point 90. This would total approximately 3,631 pensioners.
- 87 This means we will not double pay those who continue to be supported by the winter fuel payment, whilst ensuring the grant is still going to the most vulnerable. Logistically, we would provide the grant via the letters from the Post Office, which would include vouchers worth £100 – requiring a trip to the local post office as well as ID to cash. Previous HSF delivery protocols have used this method, and it was noted as a very effective way of delivering financial support to pensioners. Please note, these pensioners could also apply for list 1 support, meaning they could access additional food and energy support if required.
- 88 Governance will be conducted by a monthly steering group. This will be a multi-agency steering group, which will be attended by all our key stakeholders and the triage network. The meeting will require an update on case work (financial, volumes and outcomes), a chance to share any developing risks, and for multi-agency reviews of cases.
- 89 A breakdown of projected spend is available in table 11.

Spend Category	Projected number of referrals	Allocated spend	Spend as a %
Food	3,052	£300,000.00	13.62%
Utilities	2,714	£300,000.00	13.62%
Wider Essentials	505	£550,000.00	24.96%
Housing Costs	80	£300,000.00	13.62%

CTAX Arrears	30	£50,000.00	2.27%
Care Costs	5	£25,000.00	1.13%
Pensioners	3,631	£363,100.00	16.48%
Third Sector Grant	0	£100,000.00	4.54%
Admin	0	£214,992.00	9.76%
Totals	10,017	£2,203,092.00	100%

- 90 The above costs have been calculated by duplicating our previous spend and overlaying it into our new process for the next 6 months. Table 12 represents this breakdown across the referral routes:

Category/Team	Predicted Volume	Forecasted Spend	% of total spend
List 1	5,766	£600,000.00	27.23%
List 2 and 3	100	£200,000.00	9.08%
3 rd Sec - White Goods	300	£200,000.00	9.08%
Homelessness Prevention	60	£250,000.00	11.35%
Housing Adaptions	20	£50,000.00	2.27%
CTAX	30	£50,000.00	2.27%
Care Board	50	£100,000.00	4.54%
RAAP Panel	25	£50,000.00	2.27%
CWD Panel	25	£50,000.00	2.27%
Care Costs	5	£25,000.00	1.13%
Transport	5	£25,000.00	1.13%
3 rd Sector Grant	0	£25,000.00	1.13%
Pensioners	3,631	£363,100.00	16.48%
Admin	0	£214,992.00	9.76%
Totals	10,017	£2,203,092.00	100.00%

Other Options Considered

- 91 We could continue with the existing delivery option; however this would require the LA to absorb the risks identified throughout the paper.

- 92 The project team could also explore alternative delivery options, such as returning to a bulk release process, as detailed in a previous paper of Children and Families committee for HSF4 - [Decision report template](#).

Implications and Comments

Monitoring Officer/Legal

- 93 Additional funding has been made available by the DWP to Local authorities and covers the period from 1 October 2024 to 31 March 2025.
- 94 When administering the funding, DWP guidance states that authorities are encouraged to adopt the following principles:
- (a) use the funding for the period 1 October 2024 to 31 March 2025 to meet immediate needs and help those who are struggling to afford household essentials including energy and water bills, food, and wider essentials. Authorities can also use funding to support households with housing costs where existing housing support does not meet this need, and to supplement provision with signposting, advice and preventative support.
 - (b) use discretion on how to identify and support those most in need, taking into account a wide range of information
 - (c) work together with third parties including, where necessary and appropriate, other local services. This may include local charities and community groups. This may also incorporate intelligence and data from wider children's social care systems to help identify and support individuals, families and households eligible to be funded via HSF. It may also include receiving referrals for support and applications made on behalf of an individual from professionals working with vulnerable individuals such as: social workers; keyworkers delivering early help and family support; housing officers; health visitors; and housing support officers
- 95 Whilst immediate needs should be prioritised, Authorities are able to use the Fund to provide preventative support and deliver provision which has a long-term sustainable impact, for example household items which would reduce bills in the long-term. Subject to the considerations around advice services, this can for example, include support with income maximisation through advice and signposting to benefit, debt and employment services as well as activity to build local resilience and prevent poverty.

- 96 HSF is expected to support vulnerable households and Authorities should prioritise support which offers immediate impact to those in need. Support can be delivered through cash, vouchers or in kind. There is no prescriptive list which provides a comprehensive definition of eligible spend, but it may include spend on energy and water, food, essentials linked to food and water, wider essentials, advice services, preventative support, housing costs all as detailed in the DWP guidance.
- 97 Underspends from previous schemes cannot be carried forward and funds should be spent or committed before 30 September 2024 as they cannot be held over for future usage (yet to be confirmed by DWP).
- 98 Local authorities must ensure that they have a clear rationale or documented policy/framework defining eligibility and how households access the fund. Local authorities are expected to review their existing approach including how they define eligibility.
- 99 Supplementary Estimates
- 100 Where services wish to undertake an activity not originally identified in the budget or incur additional revenue expenditure on an existing activity approval must be sought for a supplementary estimate in accordance with the tables below.

Approval of a supplementary revenue estimate requires adherence to the provisions of the Financial Procedure Rules as set out in the Constitution and specifically the provisions of Chapter 3 Part 3 at para 19 set out below shall apply. The level of grant funding (£2.2m) requires Council approval, or a decision under urgency powers on behalf of Council.

Supplementary Estimate Amount	Approval Level
Up to and including £250,000	Relevant member of CLT
In excess of £250,000 up to and including £500,000	Relevant Member of CLT in consultation with the Chair of the relevant Committee, Chair of Finance Sub-Committee and Chief Finance Officer
In excess of £500,000 up to and including £1,000,000	Committee
Over £1,000,000	Council

- 101 Expenditure on the Household Support Fund is fully funded by a government grant for a specified period. The grant received is typically £2.2m for a six-month period.
- 102 The expectation is that the council will spend the grant in accordance with the conditions and not exceed the amount advised by the DWP. There will not be any unfunded ongoing commitments because of this expenditure.
- 103 The council will be required to provide management information (MI) returns outlining their grant spend and the volume of awards.
- 104 If the council has not spent the grant in accordance with the conditions, then there is scope for clawback. The service will manage that risk.
- 105 HSF6 grant funding is for the period of October 2024 up until April 2025. It is not yet known if any further funding will be provided after this.

Policy

- 106 The HSF grants are part of the government's package of support, targeted at those vulnerable families and adults who are most in need, to help them to cope with the cost of essentials.

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Fair

Equality, Diversity and Inclusion

- 107 This scheme has an EIA in place for previous grant deliveries (please see [Covid Winter Grant Scheme 30.11.2020](#)). We are currently in the process of updating this EIA to reflect the current grant delivery mechanism.

Human Resources

- 108 Cheshire East is allowed to take a portion of the grant for administration. We have already taken steps to extend temporary contracts to ensure the programme is staffed going forward.

Risk Management

- 109 As with any welfare payment to vulnerable recipients there is a risk of fraud, as recipients might appear to be in financial need when they are not. We have tried to mitigate this risk by accepting funding requests via

the panel by trusted practitioners and professionals who work directly with those in need.

- 110 Risks are routinely assessed and reported on at the monthly household support fund steering group, and remedial action is taken, as required. It is likely we will increase the frequency of these meeting to fortnightly for the first couple of months and at point of scheme exit.

Rural Communities

- 111 Children, families, and adults in rural areas of the council will directly benefit from receipt of the new grant in line with financial need. There is no restriction on funding decisions dependent on where service users live.

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

- 112 Children and young people who suffer the greatest inequality in terms of lack of household income will directly benefit from this grant.

Public Health

- 113 Poverty poses a threat to the public health of our residents as they are less likely to be able to access the conditions that promote a healthy physical and mental lifestyle. An adequate income can help people to avoid stress and feel in control, to access experiences and material resources, to adopt and maintain healthy behaviours, and to feel supported by a financial safety net.

Climate Change

- 114 There are not expected to be any climate change implications from the Household Support Grant.

Access to Information	
Contact Officer:	Douglas Hubbert, Business Development Manager Douglas.hubbert@cheshireeast.gov.uk
Appendices:	Appendix 1 – List 3 Staffing Appendix 2 – List 2 Staffing Appendix 3 – List 1 Staffing

	<p>Appendix 4 – Case Study from Homelessness Prevention</p> <p>Appendix 5 – Case Study from Schools</p> <p>Appendix 6 – Case Study from Schools</p> <p>Appendix 7 – Feedback from Cheshire East Adult Social Care</p> <p>Appendix 8 – Feedback from NHS Social prescribers</p>
Background Papers:	<p>Household Support Fund 6 – Department for Work and Pensioners Grant Guidance: 1 October 2024 to 31 March 2025: Household Support Fund guidance for county councils and unitary authorities in England - GOV.UK</p>

Appendix 1**OPEN/NOT FOR PUBLICATION**

By virtue of paragraph(s) X of Part 1 Schedule 1 of the Local Government Act 1972.

Appendix 1 - List 3 staffing

Task	FTE Equivalent	Current Owner
Panel agenda Prep and release	0.04 FTE (1.5 hours)	AN
HSF Rag Rating doc	0.01 FTE (30 mins)	AN
HSF RAG Rating	0.04 FTE (1.5 hours)	DH
List 3 Payments (emails to providers)	0.05 FTE (2 hours)	AN
List 3 Payments (internal payments)	0.05 FTE (2 hours)	AN
List 3 Payments (3 rd Sector Referrals)	0.04 (1.5 hours)	AN
Payments: External company payments	0.027 FTE (1 hour)	DH
Payments: Coding and audit	0.04 (1.5 hours)	DH
List 3 Spreadsheet maintenance (add new referrals, update existing referrals & update costings sheet)	0.2 FTE (7.5 hours)	AN
List 3 Friday Panel	0.24 (9 hours)	DH et al (6 attendees)
Outcome emails	0.05 FTE (2 hours)	AN
List 3 inbox queries and responses	0.27 FTE (10 hours)	AN
CTAX List Payment List	0.04 (1.5 hours)	AN

Housing Arrears Payment list	0.027 FTE (1 hour)	AN
Total	1.129 FTE (41.77 hours)	AN/DH

Appendix 2 – List 2 staffing

Task	FTE Equivalent	Current Owner
HSF Pre Panel Approval Prep (Downloading Wider essential referrals, reviews the request, summarise requests onto pre-panel approval template, finalise list and upload.	0.08 FTE (3 hours)	AN
HSF Team Pre-panel approval	2 x 0.07 FTE (2.5 hours)	YF & DH
Pre-Panel Outcome responses: (Request reviews, approvals, further information, and declines) (REDUCTION TARGET)	0.14 FTE (5 hours)	AN (Assist YF)
Payments: 3 rd sector referral forms	0.07 FTE (2.5 hours)	AN (Assist YF)
Payments: HSF Team Payment Document production and tracking (REDUCTION TARGET)	0.035 (1.25 hours)	AN
Payments: Internal Journal requests	0.035 (1.25 hours)	AN
Payments: External company payments	0.07 (2.5 hours)	DH
Payments: Chasing/checking delivery dates/amending delivery with purchase organisation (REDUCTION TARGET)	0.035 (1.25 hours)	DH
HSF Decision Panel Inbox: General monitoring (list 2 updates from professionals, actions, professional queries, professional update requests, further information provided), proactive referrer updates.	0.14 FTE (5 hours)	AN (Assist YF)
SharePoint updates: List 2 outcomes (approved, payment type, if closed, if payment made, updates from professionals from inbox, delivery info)	0.08 FTE (3 hours)	AN (Assist YF)

Referrer updates: Contact referrers re: Delivery timescales (REDUCTION TARGET)	0.016 (30 mins)	AN
Finance Tracker monitoring and update	0.07 FTE (2.5 hours)	AN
Total:	0.915 FTE (32.75 hours)	

Appendix 3 – List 1 Staffing

Task	FTE Equivalent	Current Owner
HSF family inbox – including referrer decline emails, query management – non received vouchers/PO, professional links, HSF general queries from professionals and public, complaints re: change of approach and out of area queries	0.5 FTE (18.5 hours)	KH
List 1 Duplication checks and approvals	0.25 FTE (9.25 hours)	KH (assist: JA/YF/DH)
List 1 Select Voucher List production and order	0.07 FTE (2.5 hours)	KH
List 1 Finance Tracker Update	0.03 (1 hour 15 min)	KH
Total	0.85 FTE (31.45 hours)	

Appendix 4 – Case study from homelessness prevention

Examples of how HSF fund has helped with homeless prevention.**Scenario 1**

Couple under threat of eviction due to arrears.

Privately renting tenants had received a notice to vacate due to rent arrears. The Landlord agreed to work with Housing Options and would not apply for possession if a solution could be found.

Tenant was doing shift work but due to caring responsibilities had to reduce their hours.

After realising that care would be required longer than expected they claimed Universal credit but were already in rent arrears by then. Also, UC could not cover the full rent as it was above Local housing allowance.

They had been advised to claim Personal Independence Payment, but this would take a few months before a decision would be made.

As part of the conversation with housing options the tenant explained that they were struggling with food until the next UC payment and needed to top up Gas and Electric.

A Housing Support Fund HSF application was done by Housing Options Advisor and food vouchers were provided along with help towards utilities from the fund along with a lump sum to landlord for the arrears.

When a family moves into temporary/supported accommodation the costs to the local authority are significant and it is very disruptive to family life.

This enabled Housing Options to work with the tenant and landlord to sustain the tenancy until they could return to a normal shift pattern and prevented the occurrence of eviction proceedings.

Scenario 2

Family with children facing eviction from a social tenancy.

Family on UC affected by Benefit CAP of £400 per month and under threat of homelessness due to arrears.

Mum was on a training course and would soon be in full time employment (which would lift the Benefit Cap). Housing Options were trying to stop the eviction and had managed to reduce the arrears but not clear the full amount. This meant that the housing association were still moving towards court action. (Which would have added costs to the debt).

The family were in extreme financial hardship and so an application for The Household Support Fund was made by a housing options advisor. The family received food vouchers and utility vouchers along with help toward housing costs from The Household Support Fund.

Court proceedings were halted avoiding court costs and eviction and the family are receiving support moving forward to sustain the tenancy.

Appendix 5 – Case Study from 3rd Sector (Carers)

Reflection on delivery from the 3rd sector

One lady I supported is recently single and having to support her two children alone with no support physically or financially. One of her children has complex needs and does not leave the house much due to these struggles. The items funded by HSF will give this little boy some quality of life and also allow mum and daughter to spend some 121 time together whilst the son is using the sensory items. The money for food and energy allowed her to get back on track with her heating bills due to increased costs due to washing more and bathing her child more. The food vouchers enabled her to stock back up so she could focus on other issues in her life that are taking up her energy and time.

If the HSF was not available then this carer/parent would be at risk of burnout both financially and mentally. Not being able to go out much due to her sons additional needs is a huge strain on the family. Having the items provided by HSF would reduce stress and provide a more calm and proper care.

Appendix 6 – Case Study from Schools

Reflections on the impact of HSF

I have supported a few families with programme and I know it has had a positive impact on all of them. The one that is at the forefront of my mind is a family who have a lot of challenges (2 children, both autistic, have ADHD and additional needs, Mum suffers from crippling depression and Dad also has ADHD and poor physical health. Mum lost her job and Dad was off sick and money was extremely tight. Their child, who attends our school, was struggling with his mental health due to medical issues. These issues caused him to wet the bed every night, sometimes 2, 3, 4 times a night. As you can imagine, it was exhausting for Mum having to constantly wash the bedding and the mattress and ensure her son was showered and clean ready to come to school. She started using men's nappies but he still would wet them and it would soak through. The mattress ended up smelling and it was really getting the whole family down.

The cost was another thing, it was very expensive to keep buying the nappies and constantly having the washing machine on so it meant the world when we were able to help Mum with the costs and give her one thing less to worry about.

She was provided with a new mattress, fitted sheets, waterproof sheets and a supply of adult nappies which she has reported has taken a weight off her mind and has enabled her to use the money for heating bills etc.

The impact on Son has also been big. He is now having support from the continence nurse but he knows that, due to extra sheets, nappies etc., there is a little less work for Mum to do and she isn't quite so exhausted. He was really worried about Mum and this was impacting on his own mental health.

Appendix 7 – Feedback from Cheshire East Adult Social care

Reflections on impact of the HSF Grant

An individual residing in Cheshire East (CE) was facing a severe financial crisis due to unpaid council tax. The situation had escalated to the point

where bailiffs were attending their home, adding significant external pressure. This individual was also struggling with significant mental health issues, which were exacerbated by the mounting financial stress.

Challenge:

The unpaid council tax debt was not only threatening the individual's financial stability but was also having a profound impact on their mental well-being. The presence of bailiffs created a hostile environment, increasing anxiety and worsening the individual's mental health. Without intervention, the crisis was likely to escalate, creating further harm.

Intervention by CE Social Worker:

A CE social worker, recognising the urgency of the situation, applied for assistance through the Household Support Fund (HSF). The fund was used to cover the unpaid council tax, removing the immediate threat of enforcement action, and providing the individual with relief from the external pressure.

Outcome:

The HSF payment had a transformational impact on the individual's life. By addressing the unpaid council tax, the bailiffs were no longer involved, and the individual was able to shift their focus from financial distress to their mental health recovery. This intervention provided the breathing space needed for the individual to begin working on their mental well-being, engage with debt support agencies - free from the burden of looming debt and enforcement action.

Conclusion:

This case highlights the significant role that the HSF can play in not only addressing financial crises but also in supporting individuals' mental health. By removing the immediate financial pressures, the fund allowed this person to stabilise their situation and focus on their long-term recovery, demonstrating the broader benefits of financial support in crisis situations.

Appendix 8 – feedback from NHS social prescribers

A cooker was provided and installed. The result is that the client can now cook from scratch and eat more nutritious foods than the ready meals he was previously purchasing. I believe that he will save money by changing his diet in this way. He will be able to take advantage of purchasing from the food pantries, which typically do not have ready meals.

In this case, I believe there are potential health benefits for the client and potential cost savings for the NHS in the future.

Observations

The HSF application is straight forward, and I am very appreciative of this as so many referrals can feel onerous. In addition, whenever I have needed to email an enquiry about a referral, I have always had a prompt response.

Suggestions

I would feel much happier if the supermarket vouchers excluded the purchase of cigarettes/vapes and alcohol. Similarly, I think that a deposit directly to the patient's energy account would be better than the cash Post Office Payout. CAB did this when they had a scheme to support people needing support with heating costs.

I also think that the system is open to abuse. Many of my patients' vouchers are sent to my email address because they are unable to access them on a device, so I print them for the patient. Someone dishonest could decide not to pass the vouchers on. I have in the past created an acknowledgement slip which I have asked the patient to sign when they collected their vouchers from me. No one else in my team did this and so I stopped. I think there should be some process in place to prevent abuse of the system.

Conclusion

This scheme is a lifeline to many of the most vulnerable in our community. I am very grateful that I can apply for this support for my patients.

OPEN

Children and Families Committee

11 November 2024

Proposed expansion of Springfield School onto satellite site at Cledford House, Middlewich and: -

Proposed Expansion of Springfield School - Wilmslow campus

Report of: Theresa Leavy, Executive Director of Childrens Services

Report Reference No: CF/32/24-25

Ward(s) Affected: All

Purpose of Report

- 1 To report on the outcomes of the public consultation as to whether Springfield School, Crewe should expand onto a satellite site formally known as Cledford House, Middlewich. The proposed expansion would provide additional places for 60 pupils between the ages of 4 – 11 from September 2026.
- 2 To report on the outcomes of the public consultation as to whether Springfield School - Wilmslow campus should expand by an additional 20 places for pupils between the ages of 4 -16 from September 2025
- 3 The report seeks approval for both proposed expansion schemes to increase capacity and help meet the Council's priority to increase opportunities for children, young adults, and adults with additional needs through the expansion of local Special Educational Needs and or Disabilities (SEND) provision allowing more children to attend a school within Cheshire East and their local community.
- 4 The report seeks approval for the procurement of a contract of works for both proposed expansion schemes and for each to be named as a scheme within the Children and Families capital programme.

Executive Summary

- 5 As a Strategic Commissioner of school places, Cheshire East Council has a statutory duty to ensure sufficiency of school places to meet the demand of the 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.

- 6 This paper outlines a proposal to make use of an existing Cheshire East Council asset (Cledford House) as a satellite school site for the purpose of an expansion of Springfield School, Crewe. This expansion will provide a specialist setting for 60 pupils aged 4 – 11 with a range of Special Education Needs including Autistic Spectrum Condition (ASC), Severe Learning difficulties (SLD) and Multiple Learning Difficulties (MLD).
- 7 In addition, the paper outlines a proposal to expand Springfield School - Wilmslow campus by an additional 20 places for pupils between the ages 4 to 16 increasing the overall capacity from the current 80 places to 100 places. Again, this proposal will make use of an existing Cheshire East asset, Dean Row Community Centre, which will provide the site for the additional accommodation and is located next to Springfield School – Wilmslow campus.
- 8 The proposals will contribute to the Council's priority to ensure that all children have a high quality, enjoyable education that enables them to achieve their full potential.
- 9 The expansions detailed in this report are key mitigations within the Dedicated Schools Grant (DSG) management plan 2024/25 to 2030/31 and are integral to the plans of achieving financial sustainability in the future by increasing local specialist provision and becoming less reliant on the independent sector.
- 10 Cheshire East have been awarded £16.6m capital funding as part of the DfE Safety Valve programme. The capital bid included the schemes outlined in this report.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Approve the proposed expansion of Springfield School, Crewe onto the satellite site formally known as Cledford House, Middlewich to provide 60 places for pupils aged 4-11 from September 2026.
2. To approve Springfield school satellite – Middlewich (former Cledford House) as a named scheme within the Children and Families capital programme.
3. Approve the procurement of a contract of works and delegate authority to the Executive Director of Children's Services to award a construction contract to facilitate the provision of additional places at Springfield School satellite – Middlewich (former Cledford House) together with any other agreements associated with or ancillary to the contract.
4. Approve the proposed expansion of Springfield School - Wilmslow campus to provide an additional 20 places for pupils aged 4-16 from September 2025.

5. To approve Springfield School - Wilmslow campus expansion as a named scheme within the Children and Families capital programme.
6. Approve the procurement of a contract of works and delegate authority to the Executive Director of Children's Services to award a construction contract to facilitate the provision of additional places at Springfield School – Wilmslow campus (former Dean Row Community Centre) together with any other agreements associated with or ancillary to the contract.

Background

- 11 In 2023 the Council published online its updated Sufficiency Statement for Children and Young People with Special Educational Needs. This document highlights the specialist provision necessary within the Borough and provides the evidence base for the associated SEN plan 2023 – 2026.
- 12 The Council's Sufficiency Statement has informed the need for additional specialist places in the Borough. An opportunity to provide for these additional placements at this new satellite site in Middlewich and the expansion of the existing Wilmslow campus has been identified.
- 13 Cheshire East currently has six special schools: Springfield School (including Springfield Wilmslow satellite campus); Park Lane School; Adelaide School; Adelaide Heath; Church Lawton School and Axis School, supporting 683 pupils (May 2024 census data) with an education health and care plan (EHCP).
- 14 Cheshire East has 155 mainstream schools and 300+ settings, the ratio for special school provision and overall schools is insufficient to meet growing SEND needs and this has been the case since Cheshire East Council came into existence in 2009.
- 15 The borough's special schools are currently at full capacity or operating above capacity; this has resulted in an over reliance on the independent sector. The cost of placements within the independent sector are considerably higher than special school placements.
- 16 The overall strategy being adopted by the Council is to increase local SEND provisions and enhance SEND support services to ensure needs are met in the most effective way across mainstream schools, mainstream schools with resource provisions, creating additional places in existing special schools and the provision of new special schools.
- 17 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 School – Wilmslow campus, 1 x 14 place SEN unit and additional funding to support further resource provisions and SEN units within mainstream settings across the borough.

- 18 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.
- 19 The location of both these school sites compliments the special schools we already have across the borough and will support the reduction in transport time for learners and associated costs. The challenges of long journey times for our most vulnerable learners are a real concern and we know that too many learners are travelling more than two hours to and from school each day which impacts significantly to their emotional wellbeing and to our overall budget pressures. Having an improved distribution of provisions across the borough will allow for learners wherever possible to attend a local school to meet their needs, with increased local community support allowing parents/carers to invest into their local SEN provision.
- 20 These proposals will provide additional specialist school placements which would mean children having a school place within their local area whilst helping the Council manage the overspend on its Dedicated Schools Grant (DSG).
- 21 To date the Council has undertaken several schemes to meet the findings of its Sufficiency Statement including: -
- A new 48 place school “The Axis Academy” in Crewe
 - The expansion of Park Lane School, Macclesfield by 40 places.
 - The initial opening of the Springfield School - Wilmslow campus which created 80 places.
 - Two expansions at Springfield School, Crewe totalling an additional 104 places.
 - Establishment of several resource provision bases, including a new 14 place provision at Shavington Academy
- 22 The sufficiency statement updated in 2023 acknowledged the need for additional places and evidenced the increase in the number of pupils with an Education Health Care Plan (EHCP)
- 23 The opportunity to make use of both Cledford House and Dean Row Community Centre, for the purpose of SEND school accommodation has been considered and supported by the Council's Asset Board.
- 24 Asset Management have undertaken a number of surveys on behalf of Children's Services which have indicated that both buildings are structurally sound.

Consultation and Engagement

- 25 In accordance with the guidance issued by the Department for Education, “Making significant Changes (‘prescribed alterations’) to maintained schools” which came into force October 2024. Statutory guidance for proposers and decision makers: -

- The statutory publication notice in respect of expanding Springfield School, Crewe onto a satellite site formally known as at Cledford House was published in the Northwich Guardian on 12 September 2024.
 - The statutory publication notice in respect of expanding Springfield Wilmslow Campus was published in the Manchester Weekly News – Wilmslow Edition on the 12 September 2024.
- 26 Both consultations ran for the same for 4-week period between 13 September 2024 and 11 October 2024. Committee Members are advised that this statutory process provides the opportunity for any person with an interest to submit representations, these can be objections as well as expressions of support for the proposals. Committee Members must take any views received into account when deciding whether to approve the proposal.
- 27 The consultations were notified to key stakeholders in both the Middlewich and Wilmslow areas including Ward Members, MP's, the Diocese and Parish Councils. Information was available on the County web page and local primary and secondary schools in both areas were emailed and provided with a letter for them to distribute to their parents and carers with information about the consultation and how they may feedback their views. Notification of the consultations and how to feed back their views was also published in the School Bulletin weeks beginning 9 and 23 September 2024.
- 28 The consultation documents provided information including the need for places, proposed alterations to the buildings and objectives of the proposal.
- 29 A copy of the consultation document for the Springfield satellite site at Cledford House is attached as Appendix 1. Copy of the Springfield Wilmslow proposal is attached as Appendix 2.
- 30 The statutory consultation closed on 11 October 2024.
- 31 During the consultation the authority received 6 responses regarding the Springfield satellite site, Cledford House proposal all of which supported the scheme. Appendix 3 gives a summary of the consultation feedback.
- 32 In respect of the Springfield Wilmslow campus proposal, the authority has received 64 responses, 39 responders supported the proposal, 22 responders did not support the proposal and a further 3 respondents had "no view". Appendix 4 gives a summary of the consultation feedback and any mitigation considered necessary regarding issues raised during the consultation period.
- 33 One of the key concerns raised by the responders who did not support the proposal was the loss of community facilities. Springfield School is very keen to work with community groups to address these concerns raised and allow community use of the premises outside of school hours. In addition to this there is also facilities at Oakenclough Family Hub that can be utilised by community groups.

Reasons for Recommendations

- 34 The recommendations are made based on the publication of a public notice and the outcomes of the subsequent statutory consultation period.
- 35 By delivering both schemes the Council will provide up to an additional 80 places across the 2 sites.
- 36 Both proposals will meet the Council's priority to increase opportunities for children and young people with additional needs through the expansion of local SEND provision allowing more children and young people to attend a school within Cheshire East and their local community.
- 37 Both proposals will also help the Council with its priority to ensure that all children have a high quality, enjoyable education that enables them to achieve their full potential through supporting the Council's sufficiency shortfall and the differing needs of its children as a result of a growing population.
- 38 The proposals have been included within the DSG management plan 2024/25 to 2030/31.
- 39 Children's Services has identified that it can fully fund the projects within its existing funding streams available as a result of the successful Safety Valve Capital bid application.
- 40 The service works closely with colleagues in the assets team to identify potential local sites to address the forecast need for specialist school places across the borough. The sites detailed in this paper offer options that officers feel are deliverable subject to statutory approvals.

Other Options Considered

- 41 The option to do nothing and 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 of borough SEN places.
- 42 The option to continue to place SEND learners in placements out of borough or in independent specialist provisions is not considered appropriate as this will result in a continuation of unaffordable financial pressures on the High Needs DSG budget.

Option	Impact	Risk
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 incur increasing costs for out of borough SEN places	High

Implications and Comments

Monitoring Officer/Legal

- 43 Under section 14 of the Education Act 1996 local authorities have a statutory duty to ensure that there are sufficient schools for primary and secondary education in their areas.
- 44 Under the DfE guidance “Making significant changes (“prescribed alterations”) to maintained schools Statutory Guidance for proposers and decision - makers October 2024. Local Authorities can propose an enlargement of the premises of community, foundation, voluntary schools, and special schools. When proposing an alteration to a special school they must follow the statutory process as set out in the Prescribed Alterations Regulations if:

The proposed enlargement of the premises of the school is permanent (longer than three years) and would increase the capacity of the school by:

- 10% or
- 20 pupils (5 for all boarding special schools), (whichever is the smaller number).

The Schools Admission Code does not apply to special schools. For a special school, the ‘number of pupils ‘means the maximum number of pupils the school is set up to provide for (which is not necessarily the same as the number of pupils actually attending the school).

- 45 Where proposers seek to expand onto an additional site, they will need to ensure that the new provision is genuinely a change to an existing school and not in reality the establishment of a new school.
- 46 Judgements about whether a proposal represents a genuine expansion will need to be taken on a case-by-case basis, but proposers and decision makers will need to consider this non-exhaustive list of factors which are intended to expose the extent to which the new site is integrated with the existing site, and the extent to which it will serve the same community as the existing site. The more integration, the more likely the change is an expansion:
- **The reasons for the expansion**
 - What is the rationale for this approach and this particular site?
 - **Admission and curriculum arrangements**
 - How will the new site be used (e.g. which age groups/pupils will it serve)?
 - Will there be movement of pupils between sites?

- **Governance and administration**

- How will whole school activities be managed?
- Will staff be employed on contracts to work on both sites? How frequently will they do so?
- What governance, leadership and management arrangements will be put in place to oversee the new site (e.g. will the new site be governed by the same governing body and the same school leadership team)?

- **Physical characteristics of the school**

- How will facilities across the 2 sites be used (e.g. sharing of the facilities and resources available at the 2 sites, such as playing fields)?
- Is the new site in an area that is easily accessible to the community that the current school serves?

- 47 When exercising functions under the School Organisation (Prescribed Alterations to Maintained Schools (England) Regulations 2013 local authorities, governing bodies and the Schools Adjudicator must follow the DfE guidance “Making significant changes (“prescribed alterations”) to maintained schools Statutory Guidance for proposers and decision - makers October 2024 unless there is good reason not to. The prescribed alterations statutory process consists of 5 stages -:

Stage	Action	Comments	Dates
Stage 1	Publication	Statutory proposal notice published	12 September 2024
Stage 2	Representation	Must be at least 4 weeks as in the regulations	13 September 2024 to 11 October 2024
Stage 3	Decision	The decision maker (LA) must make a decision on the proposal within 2 months of the end of the representation period or the decision defaults to the School Adjudicator (OSA)	Children and Families Committee 11 November 2024
Stage 4	Referral (if applicable)	If a decision has been made, any referral to the adjudicator must be made within 4 weeks of the decision. If the local authority has not decided a proposal within 2 months, it must refer the proposal to the Schools Adjudicator	Decision has been made within the 2 months
Stage 5	Implementation	Dependent on the Committee decision	Proposed January 2025

- 48 If a local authority fails to make a decision about a proposal within 2 months of the end of the Representation Period the local authority must forward the proposal, and any representations received, excluding those withdrawn in writing, to the Schools Adjudicator for a decision.

- 49 Committee members must have regard to the statutory guidance when making their decision. The statutory guidance provides that *Decision makers will need to be satisfied that the appropriate fair and open representation period has been carried out..... Decision makers should not simply take account of the numbers of people expressing a particular view. Instead, they should give the greatest weight to responses from those stakeholders likely to be most affected by a proposal – especially parents of children at the affected school(s).*
- 50 The local authority has a legal duty to ensure that any decision it makes is transparent and has been made applying the Wednesbury principles and it has a rationale for the decision made.
- 51 With regard to consultation there are guiding principles that must be followed if the consultation is to be fair. These are known as ‘the Gunning principles’:
- Proposals are still at a formative stage - A final decision has not yet been made, or predetermined, by the decision makers.
 - There is sufficient information to give ‘intelligent consideration’ - The information provided must relate to the consultation and must be available, accessible, and easily interpretable for consultees to provide an informed response.
 - There is adequate time for consideration and response - There must be sufficient opportunity for consultees to participate in the consultation.
 - ‘Conscientious consideration’ must be given to the consultation responses before a decision is made. Decision-makers should be able to provide evidence that they took consultation responses into account.
- 52 When issuing a decision, the decision maker can:
- (i) Reject the proposal.
 - (ii) Approve the proposal with modification.
 - (iii) Approve the proposal with modifications, having consulted whichever of the local authority and/or governing body that has not proposed the modification; or
 - (iv) Approve the proposal, with or without modification (having consulted on any modifications as mentioned above) subject to certain conditions (such as the granting of planning permission) being met.
- 53 It will be necessary to consider what steps if any have been taken or are needed to be taken in relation to the disposal of public open space and appropriation of land with the legal services and estates team.

- 54 Legal will work with the procurement team with a view to ensuring that the construction contracts are procured so as to comply with the provisions of The Public Contract Regulations via frameworks available to the Council and with a view to ensuring that the same represent best value for money.

Section 151 Officer/Finance

- 55 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.
- 56 Children and Families Committee agreed to a budget allocation of up to £6,000,000 for the scheme “New Satellite Special School -1” at its meeting on the 3 June 2024.” Following approval by committee at its meeting on the 11 November 2024, this scheme will be named in the Children and Families capital programme as “Springfield school satellite – Middlewich (former Cledford House)”.
- 57 Children and Families Committee agreed to a budget allocation of up to £1,000,000 for the scheme “New SEN places – 1” at its meeting on the 3 June 2024”. Following approval by committee at its meeting on the 11 November 2024, this scheme will be named in the Children and Families capital programme as “Springfield Wilmslow campus expansion”.
- 58 Cheshire East revenue base budgets will not be impacted by the expansions. Any costs relating to the running of a Special school is managed within the school’s budget, mainly funded by their allocation of the High Needs Block of the Dedicated Schools Grant.

Policy

- 59 As referred to in paragraph 34, the proposals will meet the Council’s priority to increase opportunities for children and young people with additional needs through the expansion of local SEND provision allowing more children to attend a school within Cheshire East and their local community.
- 60 As referred to in paragraph 7 the proposals will also help the Council with its priority to ensure that all children have a high quality, enjoyable education that enables them to achieve their full potential.
- 61 The proposals will allow more parents in Cheshire East to find a placement at an Ofsted rated “Outstanding” school.

- 62 By providing an additional 60 places on the former Cledford House and 20 places at Springfield Wilmslow, this will support the Council with its programme to provide more in borough specialist school placements keeping more children in their local area, reducing their travel time, and allowing them to build friendships with people who live close to them.
- 63 By providing more local school places within Cheshire East the scheme will allow for considerable savings as highlighted in above thus allowing the Council to make best use of its resources.

Equality, Diversity and Inclusion

- 64 Equality Impact Assessments (EIA) have been completed in respect of both proposals.
- Appendix 5 is the EIA in respect of the proposed Springfield School satellite site at Cledford House which concluded that the proposal would have an overall positive impact on several of the areas – specifically parents and carers and young people and a neutral impact on remaining factors,
 - Appendix 6 is the EIA in respect of Springfield Wilmslow expansion which concluded that the proposal would have an overall positive impact on several of the areas – specifically parents and carers and young people and a neutral impact on remaining factors,

Human Resources

- 65 There are no additional human resource implications for the Council, but the school are aware that the increase in numbers on roll and the use of a satellite site will require additional staffing costs which would be funded through their budget.
- 66 The current Headteacher would maintain overall responsibility for all Springfield sites, with a Head of school located at each site. Due to the current leadership team being established and experienced, the school feels confident with this model.

Risk Management

- 67 There are inherent risks associated with any construction project and attempts to mitigate any risks will be managed through regular project meetings and a risk register as the scheme develops.
- 68 At this stage the following risks have been identified in relation to the proposed use of the former Cledford House and the proposed expansion of Springfield Wilmslow campus.

Risk Management - Cledford House

- Programme – It is anticipated that the new premises Springfield satellite site Cledford House will be available for occupation by Springfield School in time for the September 2026 intake.
- Planning Permission – Planning Permission will be necessary for this proposal.
- 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.

Risk Management- Springfield Wilmslow

- Programme- It is anticipated that the premises expansion of the Springfield Wilmslow campus will be ready for occupation by September 2025.
- Planning Permission – Planning Permission will be necessary to seek a change of use from E(f) Community Centre to F1(a) provision of education and for any potential new build. An added risk to planning is the current delays in achieving approvals.
- 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

- 69 The proposals will create more specialist school placements within the administrative areas of Middlewich and Wilmslow which in turn will allow more parents from rural areas within the Borough to have access to provision.

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

- 70 In accordance with the programme to provide more specialist school places within Cheshire East, these proposals will provide more spaces for children to learn and develop friendships with other local children.
- 71 The savings made from providing better value school places will allow for more efficient budgeting by the Service which in turn will reduce pressure on the ring-fenced High Needs budget.

Public Health

- 72 There are no direct implications for public health however by providing more places within Cheshire East the in accordance with 66 above there will be benefit to the children's mental wellbeing in developing relationships with other local children and by reducing the travel to schools will allow families to spend more time together.

Climate Change

- 73 Where possible systems that save on energy consumption will be considered, particularly for electricity.
- 74 The internal works required to update the Cledford House building and Dean Row Community Centre to make both buildings fit for purpose will include a comprehensive review of the impact on climate factors.
- 75 Significant changes will take place at both buildings, Cledford House and Dean Row Community Centre, which 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 schemes are developed through to full handover.

Access to Information	
Contact Officer:	<p>Claire Williamson, Director of Education, Strong Start and Integration Claire.williamson@cheshireeast.gov.uk</p> <p>Joanne Prophet, School Organisation and Capital Manager Joanne.prophet@cheshireeast.gov.uk</p>
Appendices:	<p>Appendix 1- Consultation Document for Springfield satellite Site at Cledford House</p> <p>Appendix 2 – Consultation Document for Springfield Wilmslow</p> <p>Appendix 3 – Consultation Feedback Springfield satellite site – Cledford House</p> <p>Appendix 4 – Consultation Feedback Springfield Wilmslow campus</p> <p>Appendix 5 – Equality Impact Assessment - Springfield satellite site, Cledford House</p> <p>Appendix 6 Equality Impact Assessment- Springfield Wilmslow</p>
Background Papers:	<p>SEND Sufficiency statement 2023-2026</p> <p>Revised Dedicated Schools grant Management Plan 2024/25 to 2030/31 C&F Committee 29 April 24 CEC Report Template (cheshireeast.gov.uk)</p> <p>Children and Families Committee 03 June 2024, Children and Families Capital Programme https://moderngov.cheshireeast.gov.uk/ecminutes/documents/s117508/Capital%20Programme%20Report.pdf</p>

	<u>Safety Valve DSG Management Plan.pdf (cheshireeast.gov.uk)</u> <u>Making significant changes (“prescribed alterations”) to maintained schools Statutory Guidance for proposers and decision - makers October 2024</u>
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STATUTORY PROPOSALS FOR PRESCRIBED ALTERATION TO A MAINTAINED SCHOOL

Local Authority Proposal

1. School and local authority details

Springfield School
Crewe Green Road
Crewe
CW1 5HS

Springfield School is maintained by.
Cheshire East Borough Council
Westfields
Sandbach
Cheshire
CW11 1HZ

2. Implementation

September 2026

3. Proposed Alteration

We are consulting on a proposal to expand Springfield School on to a satellite site located at the premises formally known as Cledford House, Long Lane South, Middlewich, Cheshire CW10 0DB.

Cledford House in recent years was used as a Council office building and previous to this was a local authority maintained infant school.

The proposal, if agreed, would involve the refurbishment and remodelling of Cledford House to create the required accommodation for up to 60 pupils aged 4-11, with a range of Special Education Needs including Autistic Spectrum Condition (ASC), Severe Learning difficulties (SLD) and Multiple Learning Difficulties (MLD).

In 2023 the Council published online its updated Sufficiency Statement for Children and Young People with Special Educational Needs. This document highlights the specialist provision necessary within the Borough and provides the evidence base for the associated SEN plan 2023 – 2026.

<https://www.cheshireeast.gov.uk/pdf/livewell/sen/send-sufficiency-statement-forchildren-and-young-people-with-special-educational-needs-2023-2026.pdf>

4. Need or demand for additional places

The Council's Sufficiency Statement and 3-year plan has informed of the need for additional specialist places in the Borough. An opportunity to provide for these additional placements at this new site in Middlewich has been identified and this will become part of the Springfield School campus.

Springfield School is a popular and successful Special School and is rated OUTSTANDING by Ofsted. The provision of a satellite site for Springfield School at Cledford House allows for the strategic planning of additional Special School places in the central locality of the borough for SEN learners.

5. Objectives of the Proposal and Educational Standards

The Council's SEND Sufficiency Statement for Children and Young People with Special Educational Needs states: -

Cheshire East is committed to supporting our children and young people to access the best education to meet their needs and to ensure they achieve the best possible outcomes. Having the right educational placement 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.

We want all our children and young people to be happy, healthy, and safe, and to be able to live a life that is full of opportunities to learn and develop.

Our Children and Young People's Plan is based on what children and young people told us was most important to them. It has six priority areas that we are working to achieve across the partnership to ensure that Cheshire East is a great place to be young. We want to ensure that all our children and young people:

- 1. Have a voice, and are actively involved in decisions that affect their lives and communities*

2. *Feel safe*
3. *Are happy and have good emotional and mental health*
4. *Are healthy and make positive choices*
5. *Leave school with the best skills and qualifications they can achieve, and the life skills they need to thrive into adulthood*
6. *Children and young people with additional needs have better chances in life*

The statement contributes to the authorities work across all of these priorities, but it is particularly related to priority 6; ensuring that children and young people with additional needs have better chances in life.

It's also important to us that we make the very best use of our resources so that we can provide the best quality service possible to all children and young people that need support. This means ensuring that we use our resources innovatively, match our services to the needs within our population, and also that we don't duplicate services. This also means reducing costs on any additional expenditure that doesn't contribute to children and young people's attainment or wellbeing, such as travel costs for long distance travel.

Through developing our SEND provision, we want to:

- Enable children to achieve the best possible outcomes for children and young people.*
- Ensure that there are the right number and type of places to meet children and young people's needs.*
- Ensure that children and young people can have their needs met within their local community wherever possible.*
- Make the best use of resources.*

*The focus for the plan is **RIGHT time, RIGHT support, RIGHT place**, which is embedded within the SEND strategy and the Dedicated School grant Management Plan.*

Will there be movement of pupils between the three sites?

Due to the nature of the Special School our intake on all the Springfield sites will serve a large population across Cheshire East. There is very limited specialist provision within the Local Authority, so pupils are not always necessarily based within their local community. We do have pupils that travel a distance to attend our school. We would hope that some of these pupils would be closer to their communities by attending this satellite site.

How will facilities & resources be shared across the three sites? *Due to the distance between sites it would not be possible to share facilities however, the only facility not available would be hydrotherapy. If this was required we would ensure pupils are based at Crewe.*

How will whole school activities be managed?

All Springfield sites have an advanced internet installation that has been future proofed for growth in Technology. We are currently using online methods for all our whole school events at current sites and will continue to do so across the three sites.

For events needing face to face contact for example, sports day, we will use our current vehicles to transport pupils to this site or utilise TSS (Cheshire East Transport) to support with this. The current site has acquired an additional car park for parents if required.

Will staff be employed on contract to work on all the Springfield sites? *Due to the school being a maintained school all contracts require all staff to be able to work anywhere within Cheshire East. We do envisage a blended approach of existing staff working on the new site alongside new appointed staff to ensure we maintain the level of expertise. Due to there being limited Leadership opportunities within Special Schools, we see this being an opening for excellent*

opportunities for our existing staff. Staff would also be used to cover between sites if required.

What governance, leadership and management arrangements will be put in

place to oversee the new site(e.g. will the new site be governed by the same GB and school leadership team)

The Governance will remain under the same Governing body as the existing Springfield Crewe and Wilmslow sites. We have a very experienced Governing body who are committed to creating more provision for Children with SEN within Cheshire East.

The current Headteacher would maintain overall responsibility for all Springfield sites, with a Head of school located at each site. Due to the current leadership team being established and experienced, the school feels confident with this model.

6. Effect on other Educational Establishments in the Area

The next nearest Cheshire East School delivering similar provision to Springfield School is Park Lane School in Macclesfield.

7. Project costs and Value for Money

The authority believes that to provide long term value for money it is right to expand schools with permanent accommodation where possible. Permanent expansion provides new facilities providing reassurance to parents and providing children with the most favourable good quality learning environment.

A full detailed feasibility will be undertaken to ensure the project delivers the accommodation required for the additional pupils. The costs for the scheme are yet to be confirmed following completion of the feasibility study. Subsequent works will be procured in line with the Councils frameworks.

8. Objections and comments

Within 4 weeks from the date of publication of this proposal i.e., by **11th October 2024** any person may support, object to, or make comments on the proposal by: -

- Completing the electronic survey at the Councils website at www.cheshireeast.gov.uk
- Via email to SOCS@cheshireeast.gov.uk
- Completing the Feedback Form and handing it in at the school or post it to the school at -
Springfield School
Crewe Green Road
Crewe
CW1 5HS

(School Organisation (Prescribed Alterations to Maintained Schools) (England) Regulations 2013)

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STATUTORY PROPOSALS FOR PRESCRIBED ALTERATION TO MAINTAINED SCHOOL

Local Authority Proposal

1. School and local authority details

Springfield School
Crewe Green Road
Crewe
CW1 5HS.

This proposal is regarding Springfield Wilmslow campus
Ringstead Drive
Dean Row
Wilmslow
SK9 2HA

Springfield School is maintained by
Cheshire East Borough Council
Westfields
Sandbach
Cheshire
CW11 1HZ

2. Implementation

September 2025

3. Proposed Alteration

Springfield Wilmslow opened in January 2024, it is a satellite school of Springfield School, Crewe, which supports pupils with Severe Learning Difficulties and Complex Needs.

We are consulting on a proposal to expand Springfield Wilmslow by an additional 20 places for pupils between the ages 4 to 16 increasing the overall capacity from the current 80 places to 100 places.

The proposal, if agreed, would involve increasing the accommodation at Springfield Wilmslow by 2 classrooms along with providing some ancillary spaces. The scheme would involve the refurbishment and repurposing of the adjacent former community centre building for use by the school.

In 2023 the Council published online its updated Sufficiency Statement for Children and Young People with Special Educational Needs. This document highlights the specialist provision necessary within the Borough and provides the evidence base for the associated SEN plan 2023 – 2026.

<https://www.cheshireeast.gov.uk/pdf/livewell/sen/send-sufficiency-statement-forchildren-and-young-people-with-special-educational-needs-2023-2026.pdf>

4. Need or demand for additional places

The Council's Sufficiency Statement and 3-year plan has informed of the need for additional specialist places in the Borough. An opportunity to provide for these additional placements at Springfield Wilmslow campus has been identified. Springfield Wilmslow is a satellite of Springfield School, Crewe, which is an OFSTED Outstanding rated school.

5. Objectives of the Proposal and Educational Standards

The Council's SEND Sufficiency Statement for Children and Young People with Special Educational Needs states: -
Cheshire East is committed to supporting our children and young people to access the best education to meet their needs and to ensure they achieve the best possible outcomes. Having the right educational placement 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.

We want all our children and young people to be happy, healthy, and safe, and to be able to live a life that is full of opportunities to learn and develop.
Our Children and Young People's Plan is based on what children and young people told us was most important to them. It has six priority areas that we are working to achieve across the partnership to ensure that Cheshire East is a great place to be young. We want to ensure that all our children and young people:

1. Have a voice, and are actively involved in decisions that affect their lives and communities
2. Feel safe
3. Are happy and have good emotional and mental health
4. Are healthy and make positive choices
5. Leave school with the best skills and qualifications they can achieve, and the life skills they need to thrive into adulthood
6. Children and young people with additional needs have better chances in life

The statement contributes to the authorities work across all of these priorities, but it is particularly related to priority 6; ensuring that children and young people with additional needs have better chances in life.

It's also important to us that we make the very best use of our resources so that we can provide the best quality service possible to all children and young people that need support. This means ensuring that we use our resources innovatively, match our services to the needs within our population, and also that we don't duplicate services. This also means reducing costs on any additional expenditure that doesn't contribute to children and young people's attainment or wellbeing, such as travel costs for long distance travel.

Through developing our SEND provision, we want to:

- Enable children to achieve the best possible outcomes for children and young people.
- Ensure that there are the right number and type of places to meet children and young people's needs.
- Ensure that children and young people can have their needs met within their local community wherever possible.
- Make the best use of resources.

The focus for the plan is **RIGHT time, RIGHT support, RIGHT place**, which is embedded within the SEND strategy and the Dedicated School grant Management Plan.

6. Effect on other Educational Establishments in the Area

The next nearest Cheshire East School delivering similar provision to Springfield Wilmslow is Park Lane School in Macclesfield.

This School is in the North of the Borough which is over 6 miles (straight line distance) from Springfield Wilmslow and 15 miles (straight line distance) from Springfield School, Crewe.

7. Project costs and Value for Money

The authority believes that to provide long term value for money it is right to expand schools with permanent accommodation where possible. Permanent expansion provides new facilities providing reassurance to parents and providing children with the most favourable good quality learning environment. It also allows the children to be educated within Cheshire East allowing them to spend more time with their friends and family and allows the Council to make better use of its resources.

The proposed expansion at Springfield Wilmslow is to increase specialist provision within the Borough by a further 20 places for 4 -16 year olds.

A full detailed feasibility will be undertaken to ensure the project delivers the accommodation required for the additional pupils. The costs for the scheme are yet to be confirmed following completion of the feasibility study. Subsequent works will be procured in line with the Councils frameworks.

8. Objections and comments

Within 4 weeks from the date of publication of this proposal i.e., by **11 October 2024** any person may support, object to, or make comments on the proposal by: -

- Completing the online survey at www.cheshireeast.gov.uk
- Via email to SOCS@cheshireeast.gov.uk
- Completing the Feedback Form and handing it in at the school or post it to the school at -.
Springfield Wilmslow
Ringstead Drive
Dean Row
Wilmslow
SK9 2HA

Springfield satellite site – Cledford House Statutory Representation Feedback

In accordance with the guidance from Department for Education the statutory public notice regarding the proposed expansion of Springfield Crewe onto the Springfield satellite site formally known as Cledford House, Middlewich to create 60 places for pupils aged 4-11 was published in Northwich Guardian on 12 September 2023. The 4-week representation period ran from 13 September 2024 till 11 October 2024. Information was made available on the Cheshire East Council website and the representation period was notified to key stakeholders including Ward Members, MP, Diocese, neighbouring parish and town councils and neighbouring local authorities. Information was emailed to all local schools and schools were issued with letters for distribution to their staff, governors and parents.

During the consultation period 6 responses were received which are summarised below: -

Q1. Do you agree with the proposal to expand Springfield School on to a satellite site located at the premises formally known as Cledford House, Middlewich.	Responses			Total
	Yes	No	No View	
	6	0	0	6

6 comments submitted in support of the proposal.

- I support the proposal.
- I am delighted that the expansion of Springfields is going ahead.
- I fully support these plans they make so much sense to use this building for SEND. I know this area very well and can see no problems whatsoever. I'm just hoping you get on with it.
- There is a need for additional places, we have a pupil with an EHCP for whom a specialist placement has been agreed however despite a significant wait no school place has been found.
- This would be a welcomed provision close to our borough.
- Cheshire East is in a desperate regarding SEND provision. Further spaces are essential in order to meet the needs of our young people.

Springfield – Wilmslow Statutory Representation Feedback

In accordance with the guidance from Department for Education the statutory public notice regarding the proposed expansion of the Springfield Wilmslow campus by 20 places for pupils aged 4-16 was published in Manchester Weekly News- Wilmslow Edition 12 September 2023. The 4-week representation period ran from 13 September 2024 till 11 October 2024. Information was made available on the Cheshire East Council website and the representation period was notified to key stakeholders including Ward Members, MP, Diocese, neighbouring parish and town councils and neighbouring local authorities. Information was emailed to all local schools and schools were issued with letters for distribution to their staff, governors and parents.

In all 64 submissions were received which are summarised below: -

Q1. Do you agree with the proposal to expand Springfield Wilmslow by an additional 20 places for pupils between ages 4 to 16?	Responses			
	Yes	No	No View	Total
	39	22	3	64

Summary of the 15 comments submitted in support of the proposal.

- There is a significant need for more places within the Cheshire East local authority.
- With such a big shortage of places for SEN children I think this is a very good choice, would have liked to have seen a hydro pool also allocated in this building for the benefit of the children that will attend here.
- Makes good use of the existing building as is and has been empty for a year.
- Excellent idea, the school is a very positive and lovely addition to the local community.
- Too many parents struggle to get their SEN kids the education they deserve.
- Yes but not at the expense of a local, social amenity which the school refuses to share I.e. will not make it available to local groups outside of school hours.
- There is a huge requirement for additional provision of school places for young people with special educational needs and the expansion of Springfield is a very necessary step forward.
- I think it's a great idea because there are so many local children with extra/complex care needs that would hugely benefit from a school like this! And most local children have to travel in taxis without parent to a school a 30+ minute drive away it would be very settling for parents to know their children are only round the corner and the children don't have to use part of their school day travelling for so long.

Summary of the 14 comments submitted which did not support the proposal.

- The community centre should be for the community.
- Building should remain for use by community.
- We have so few community spaces in this area and furthermore the cost of converting the community centre for the school is an unnecessary cost - considering the state of our local finances.
- I do not object in principle to the expansion of the school. I object to the loss of the community centre which was well used for the benefit of many disadvantaged members of the local community.

- This is a community centre. It should never have been taken away from the community. This was built when Colshaw Walk was demolished to build homes and a shopping centre. The housing group, Jones home built this as part of the planning conditions.
I am quite frankly disgusted that CEC made the decision to close down this community asset and give it to their school department over transferring the asset to the local town council. CEC is going to great lengths to save money, when will they be able to complete the building work? The building will sit unused for years.
If it remains a community centre, it can still be used by the school as a larger space for PE etc.
- Community also needs facilities. There were community proposals for the community centre which the council as always just ignored.
- The community centre was closed by the council so that it could be transferred to the special school. It should be reopened for its original purpose. The community centre was well used in both day times and evenings by local community groups for the benefit of local people. The centre was fully utilised seven days a week. Local charities used the centre to provide free daytime exercise classes for older people three days a week; a food bank; a job club for the unemployed, free art classes for the elderly, a drama group for children, the Girls Guides and Brownies, a church group on Sundays. The council has made no provision for these charities to continue to provide access to support local people in need. There is plenty of space on the site for the school to expand its provision without removing a well-used and much needed amenity of a community centre for all local people. It is very sad to see one disadvantaged part of society prioritised over the need of others who are less able to advocate their needs.
- I certainly do but not at the cost of losing the Community Centre to local residents The school has only been completed less than 12 months Surely to make it viable they should have considered 100 pupils at the time of planning
The building may have laid empty for a time But surely with the right publicity it can be opened up again for local residents Especially the elderly in the fourth coming winter When due to the loss of heating financial support They are unable to be comfortable in their own homes Please try publicly advertising it opening up again And if there are little or no takers then maybe it can be taken on by the school Although it's not actually in their own grounds.

Mitigation

As mentioned in the report one of the key concerns raised by the responders who did not support the proposal was the loss of community facilities. Springfield School is very keen to work with community groups to address these concerns raised and allow community use of the premises outside of school hours.

In addition to this there is also facilities at Oakenclough Family Hub that can be used by community groups.

Equality Impact Assessment (EIA) and our equality duty

The Equality Duty helps public bodies to deliver their overall objectives for public services, and as such should be approached as a positive opportunity to support good decision making.

It encourages public bodies to understand how different people will be affected by their activities so that policies and services are appropriate and accessible to all and meet different people's needs. By understanding the effect of their activities on different people, and how inclusive public services can support and open up people's opportunities, public bodies are better placed to deliver policies and services that are efficient and effective.

Complying with the Equality Duty may involve treating some people better than others, as far as this is allowed by discrimination law. For example, it may involve providing a service in a way which is appropriate for people who share a protected characteristic, such as providing computer training to all people to help them access information and services.

Whilst [the Gunning Principles](#) set out the rules for consulting with 'everyone', additional requirements are in place to avoid discrimination and inequality.

Cheshire East Council is required to comply with the Equality Act 2010 and the Public Sector Equality Duty. The Equality Act 2010 simplified previous anti-discrimination laws with a single piece of legislation. Within the Act, the Public Sector Equality Duty (Section 149) has three aims. It requires public bodies to have due regard to the need to:

- eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act, by consciously thinking about equality when making decisions (such as in developing policy, delivering services and commissioning from others)
- advance equality of opportunity between people who share a protected characteristic and people who do not share it, by removing disadvantages, meeting their specific needs, and encouraging their participation in public life
- foster good relations between people who share a protected characteristic and people who do not

The Equality Act identifies nine 'protected characteristics' and makes it a legal requirement to make sure that people with these characteristics are protected from discrimination:

- | | |
|-----------------------------------|----------------------|
| • Age | • Race |
| • Disability | • Religion or belief |
| • Gender reassignment | • Sex |
| • Marriage and civil partnerships | • Sexual orientation |
| • Pregnancy and maternity | |

Applying the equality duty to engagement

If you are developing a new policy, strategy or programme you may need to carry out an Equality Impact Assessment. You may be able to ascertain the impact of your proposal on different characteristics through desk-based research and learning from similar programmes, but you also need to carry out some primary research and engagement.

People with protected characteristics are often described as ‘hard to reach’ but you will find everyone can be reached – you just need to tailor your approach, so it is accessible for them.

Please feel free to contact the [Equality and Diversity mailbox](#) who will try to help you to assess the impacts of your proposals and will ensure that you help the Council to comply with the Equality Act 2010 and the Public Sector Equality Duty.

Section 1 – Details of the service, service change, decommissioning of a service, strategy, function or procedure

(Please delete the guidance in italics once you complete a section)

Proposal Title	Proposed expansion of Springfield School, Crewe onto a satellite site, formerly known as Cledford House, Middlewich.
Date of Assessment	13 September 2024
Assessment Lead Officer Name and other officers involved	Joanne Prophet Val Simons Emma Mason
Directorate/ Service	Children and Families
Details of the service, service change, decommissioning of the service, strategy, function or procedure.	<p>We are consulting on a proposal to expand Springfield School on to a satellite site located at the premises formally known as Cledford House, Long Lane South, Middlewich, Cheshire CW10 0DB.</p> <p>Cledford House in recent years was used as a Council office building and before this was a local authority maintained infant school.</p> <p>The proposal, if agreed, would involve the refurbishment and remodelling of Cledford House to create the required accommodation for up to 60 pupils aged 4-11, with a range of Special Education Needs including Autistic Spectrum Condition (ASC), Severe Learning difficulties (SLD) and Multiple Learning Difficulties (MLD).</p>

Who is impacted?	<ul style="list-style-type: none"> • Children and young people • Parents / carers • Schools
	<ul style="list-style-type: none"> • Neighbouring authorities
Links and impact on other services, strategies, functions or procedures.	<p>In 2023 the Council published online its updated Sufficiency Statement for Children and Young People with Special Educational Needs. This document highlights the specialist provision necessary within the borough and provides the evidence base for the associated SEN plan 2023 – 2026.</p> <p>https://www.cheshireeast.gov.uk/pdf/livewell/sen/send-sufficiency-statement-for-children-and-young-people-withspecial-educational-needs-2023-2026.pdf</p>
How does the service, service change, strategy, function or procedure help the Council meet the requirements of the Public Sector Equality Duty?	<p>It is a requirement, both under DfE guidance and case law, that the decision maker should consider the views expressed during consultation and take into account the Equality Impact Assessment. It is therefore imperative that full details of all views submitted are made available at the decision meeting.</p> <p>Making significant changes (prescribed alterations) to Maintained Schools January 2023.</p>

Section 2 - Information – What do you know?

What do you know?	<p>Due to the nature of a special school, pupils are admitted from a wider geographical area. There is limited specialist provision within the local authority, so pupils are not always necessarily based within their local community. A number of pupils with ASC, SLD and PMLD currently travel outside of Cheshire East to attend school and it is hoped that some of these pupils would be closer to their communities by attending this school.</p>
Information you used to arrive at the decision	<p>The council's Sufficiency Statement and 3-year plan has informed the need for additional specialist places in the borough. An opportunity to provide for these additional placements at this new site in Middlewich has been identified and this will become part of the Springfield School campus.</p> <p>Springfield School is a popular and successful special school and is rated 'Outstanding' by Ofsted. The provision of a satellite site for Springfield School at Cledford House allows for the strategic planning of additional special school places in the central locality of the borough for SEN learners.</p>
Gaps in your Information	<p>None identified to date.</p>

Section 3 - Information - What did people tell you?

What did people tell you about your proposals?	<i>Consultations finish on 11 October, so no feedback received to date.</i>
Details and dates of the consultation/s and/or engagement activities	<p>The statutory process for significant changes to a maintained special school requires the local authority to issue a public notice and commence a minimum of 4 weeks consultation period. The local authority must then consider the feedback received and decide within 2 months of the end of the consultation period and if approved, implement the proposal within the timescale.</p> <p>The statutory publication notice was published in the Northwich Guardian on 12 September 2024 and the subsequent statutory four-week representation period runs from 13 September to 11 October 2024. Information was made available on the council's website and the representation period was notified to key stakeholders, including ward members, the MP, Diocese, local parish and town councils and the neighbouring authority of Cheshire West and Chester Council. Information was also emailed to all local schools together with a letter for distribution to their staff, governors, and parents. Notification of the consultation was also published in the council's internal School Bulletin in the week beginning 16 September. The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.</p>
Are there any gaps in consultation and engagement feedback?	No feedback received to date.

Section 4 - Review of information, consultation feedback and equality analysis

Protected characteristics groups from the Equality Act 2010	What do you know? <i>Summary of information used to inform the proposal</i> <u>Refer to Section 2</u>	What did people tell you? <i>Summary of customer and/or staff feedback</i> <u>Refer to section 3</u>	What does this mean? <i>Impacts identified from the information and feedback (actual and potential).</i> <i>These can be either positive, negative or have no impact.</i>
Age	The council's Sufficiency Statement and 3year plan has informed the need for additional specialist places in the borough. An opportunity to provide for these additional places at this new site in Middlewich has been identified and this will become part of the Springfield School campus	The feedback received during the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	The Springfield satellite site school, if approved, will offer places for pupils aged 4-11 and will positively impact on the number of school places for young pupils with needs and thereby increasing opportunities for parental choice of schools.
Disability	The council's Sufficiency Statement and 3year plan has informed of the need for additional specialist places in the borough. An opportunity to provide for these additional placements at this new site in Middlewich has been identified and this will become part of the	The feedback received during the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	The proposal will have a positive impact on young pupils with a disability because the provision will provide more places in the borough and reduce the possible need of having to travel out of the borough to secure a suitable place closer to pupil's place of residence.

	Springfield School campus		
Gender reassignment	The council's Sufficiency Statement and 3year plan has informed of the need for additional specialist places in the borough. An opportunity to provide for these additional placements at this new site in Middlewich has been identified and this will become part of the Springfield School campus	The feedback received during the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	Places at a specialist school are determined purely on need. All applications are considered on an equal basis without reference to gender or gender reassignment.
Pregnancy and maternity	The council's Sufficiency Statement and 3year plan has informed of the need for additional specialist places in the borough. An opportunity to provide for these additional placements at this new site in Middlewich has been identified and this will become part of the Springfield School campus	The feedback received during the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	Places at a specialist school are determined purely on need. All applications are considered on an equal basis without reference to the status of pupil or of the parent/carer.

Race/ethnicity	The council's Sufficiency Statement and 3year plan has informed of the need for additional specialist places in the borough. An opportunity to provide for these	The feedback received during the representation period will be collated and summarised in a report to Children and Families Committee for a	Places at a specialist school are determined purely on need. All applications are considered on an equal basis and this does not allow for any discrimination in this respect.
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	additional placements at this new site in Middlewich has been identified and this will become part of the Springfield School campus	decision on 11 November 2024.	
Religion or belief	The council's Sufficiency Statement and 3year plan has informed of the need for additional specialist places in the borough. An opportunity to provide for these additional placements at this new site in Middlewich has been identified and this will become part of the Springfield School campus	The feedback received during the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	Places at a specialist school are determined purely on need. All applications are considered on an equal basis. Religion and belief do not form part of the criterion and all applications will be considered on an equal basis irrespective of religious belief.

Sex	The council's Sufficiency Statement and 3year plan has informed of the need for additional specialist places in the borough. An opportunity to provide for these additional placements at this new site in Middlewich has been identified and this will become part of the Springfield School campus	The feedback received during the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	Places at a specialist school are determined purely on need. All applications are considered on an equal basis. The sex of pupils will not form part of the criterion. Places at the school will be offered on the basis of need.
Sexual orientation	The council's Sufficiency Statement and 3year plan has informed of the	The feedback received during the representation period will be collated and	Places at a specialist school are determined purely on need. All applications are considered on an equal
	need for additional specialist places in the borough. An opportunity to provide for these additional placements at this new site in Middlewich has been identified and this will become part of the Springfield School campus	summarised in a report to Children and Families Committee for a decision on 11 November 2024.	basis without reference to sexual orientation.

Marriage and civil partnership	The council's Sufficiency Statement and 3year plan has informed of the need for additional specialist places in the borough. An opportunity to provide for these additional placements at this new site in Middlewich has been identified and this will become part of the Springfield School campus	The feedback received during the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	Places at a specialist school are determined purely on need. All applications are considered on an equal basis without reference to without reference to the marital status of pupil or of the parent/carer.
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Section 5 - Review of information, consultation feedback and equality analysis

Mitigation	What can you do to mitigate any negative impacts or further enhance positive impacts?
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<p><i>Please summarise the impacts listed in section 4 and what will be done to mitigate these impacts</i></p>	<p>The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.</p> <p>Any mitigation measures required will be assessed after 11 October once the feedback has been received and collated and any issues raised have been considered.</p>
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Section 6 – Monitoring and review

<p>Details of monitoring activities</p>	<p>Because the school is not anticipated to open until September 2026, any impact on the protected characteristics will not be known until pupils start at the school.</p>
<p>Date and responsible officer for the review of the EIA</p>	<p>The EIA will be reviewed by Val Simons, Pupil Place Planning Officer, at the end of the consultation.</p>

Section 7 – Sign off

When you have completed your draft EIA, it should be sent to the [Equality, Diversity and Inclusion Mailbox](#) for review.

If your EIA is approved, it must then be signed off by a senior manager within your Department (Head of Service or above).

<p>Name</p>	<p>Gill Betton</p>
<p>Date</p>	<p>17 September 2024</p>
<p>Signature</p>	

Once the EIA has been signed off, please forward a copy to the [Equality, Diversity and Inclusion mailbox](#) for it to be published on the website.

For Transparency, we are committed to publishing all Equality Impact Assessments relating to public engagement.

Help and support - For support and advice please contact the [Equality, Diversity and Inclusion mailbox](#)

Equality Impact Assessment (EIA) and our equality duty

The Equality Duty helps public bodies to deliver their overall objectives for public services, and as such should be approached as a positive opportunity to support good decisionmaking.

It encourages public bodies to understand how different people will be affected by their activities so that policies and services are appropriate and accessible to all and meet different people's needs. By understanding the effect of their activities on different people, and how inclusive public services can support and open up people's opportunities, public bodies are better placed to deliver policies and services that are efficient and effective.

Complying with the Equality Duty may involve treating some people better than others, as far as this is allowed by discrimination law. For example, it may involve providing a service in a way which is appropriate for people who share a protected characteristic, such as providing computer training to all people to help them access information and services.

Whilst [the Gunning Principles](#) set out the rules for consulting with 'everyone', additional requirements are in place to avoid discrimination and inequality.

Cheshire East Council is required to comply with the Equality Act 2010 and the Public Sector Equality Duty. The Equality Act 2010 simplified previous anti-discrimination laws with a single piece of legislation. Within the Act, the Public Sector Equality Duty (Section 149) has three aims. It requires public bodies to have due regard to the need to:

- eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act, by consciously thinking about equality when making decisions (such as in developing policy, delivering services and commissioning from others)
- advance equality of opportunity between people who share a protected characteristic and people who do not share it, by removing disadvantages, meeting their specific needs, and encouraging their participation in public life
- foster good relations between people who share a protected characteristic and people who do not

The Equality Act identifies nine 'protected characteristics' and makes it a legal requirement to make sure that people with these characteristics are protected from discrimination:

- | | |
|-----------------------------------|----------------------|
| • Age | • Race |
| • Disability | • Religion or belief |
| • Gender reassignment | • Sex |
| • Marriage and civil partnerships | • Sexual orientation |
| • Pregnancy and maternity | |

Applying the equality duty to engagement

If you are developing a new policy, strategy or programme you may need to carry out an Equality Impact Assessment. You may be able to ascertain the impact of your proposal on different characteristics through desk-based research and learning from similar programmes, but you also need to carry out some primary research and engagement.

People with protected characteristics are often described as ‘hard to reach’ but you will find everyone can be reached – you just need to tailor your approach, so it is accessible for them.

Please feel free to contact the [Equality and Diversity mailbox](#) who will try to help you to assess the impacts of your proposals and will ensure that you help the Council to comply with the Equality Act 2010 and the Public Sector Equality Duty.

Section 1 – Details of the service, service change, decommissioning of a service, strategy, function or procedure

(Please delete the guidance in italics once you complete a section)

Proposal Title	Decision on the proposed expansion of Springfield School, Wilmslow, Ringstead Drive, Dean Row, Wilmslow, SK9 2HA
Date of Assessment	13.9.2024
Assessment Lead Officer Name and other officers involved	Joanne Prophet Val Simons Emma Mason
Directorate/ Service	Children and Families
Details of the service, service change, decommissioning of the service, strategy, function or procedure.	<p>The proposal is to expand the Springfield School Wilmslow campus by 20 places for pupils between the ages of 4 – 16. The school’s current capacity is 80 pupils and the proposal is to increase this to 100. The school caters for pupils with a range of needs including Autistic Spectrum Condition (ASC), Severe Learning difficulties (SLD) and Profound Multiple Learning Difficulties (PMLD).</p> <p>This proposal is for implementation in September 2025.</p>

Who is impacted?	<ul style="list-style-type: none"> • Children and young people • Parents / carers • Schools • Neighbouring authorities
Links and impact on other services, strategies, functions or procedures.	<p>In 2023 the council published online its updated Sufficiency Statement for Children and Young People with Special Educational Needs. This document highlights the specialist provision necessary within the borough and provides the evidence base for the associated SEN plan 2023 – 2026.</p> <p>https://www.cheshireeast.gov.uk/pdf/livewell/sen/send-sufficiency-statement-for-children-and-young-people-with-special-educational-needs-2023-2026.pdf</p>
How does the service, service change, strategy, function or procedure help the Council meet the requirements of the Public Sector Equality Duty?	<p>It is a requirement, both under DfE guidance and case law, that the decision maker should consider the views expressed during consultation and take into account the Equality Impact Assessment. It is therefore imperative that full details of all views submitted are made available at the decision meeting.</p> <p>Making significant changes (prescribed alterations) to Maintained Schools January 2023</p>

Section 2 - Information – What do you know?

What do you know?	<p>Due to the nature of a special school, pupils are admitted from a wider geographical area. There is limited specialist provision within the local authority, so pupils are not always necessarily based within their local community. A number of pupils with ASC, SLD and PMLD currently travel outside of Cheshire East to attend school and it is hoped that some of these pupils would be closer to their communities by attending this school.</p>
Information you used to arrive at the decision	<p>The council's Sufficiency Statement and 3-year plan has informed the need for additional specialist places in the borough. An opportunity to provide for these additional placements at this school has been identified.</p> <p>Springfield School is a popular and successful special school and is rated 'Outstanding' by Ofsted. 20 additional places at this school allows for the strategic planning of additional places in this locality of the borough for SEN learners.</p>

Gaps in your Information	Nothing identified to date but will be reviewed once the feedback has been reviewed
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Section 3 - Information - What did people tell you?

What did people tell you about your proposals?	The consultation does not finish until 11 October, so no feedback received to date.
Details and dates of the consultation/s and/or engagement activities	<p>The statutory process for significant changes to a maintained special school requires the local authority to issue a public notice and commence a minimum of 4 weeks consultation period. The local authority must then consider the feedback received and decide within 2 months of the end of the consultation period and if approved, implement the proposal within the timescale.</p> <p>The statutory publication notice was published in the Manchester Weekly News – Wilmslow Edition on 12 September 2024 and the subsequent statutory four-week representation period ran from 13 September to 11 October 2024. Information was made available on the council's website and the representation period was notified to key stakeholders including ward members, the MP, Diocese, local parish and town councils and the neighbouring authorities of Trafford, Stockport and Manchester. Information was also emailed to all local schools together with a letter for distribution to their staff, governors, and parents. Notification of the consultation was also published in the council's internal School Bulletin in the week beginning 16 September.</p> <p>The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.</p>
Are there any gaps in consultation and engagement feedback?	<p>Consultation has been carried out in accordance with the DfE guidance "Making significant Changes (prescribed alterations) to maintained schools which was updated and came into force in January 2023.</p> <p>No feedback has been received to date.</p>

Section 4 - Review of information, consultation feedback and equality analysis

Protected characteristics groups from the Equality Act 2010	What do you know? <i>Summary of information used to inform the proposal</i> <u>Refer to Section 2</u>	What did people tell you? <i>Summary of customer and/or staff feedback</i> <u>Refer to section 3</u>	What does this mean? <i>Impacts identified from the information and feedback (actual and potential).</i> <i>These can be either positive, negative or have no impact.</i>
Age	The Springfield School Wilmslow campus offers places for children aged 4-18. The 20 additional places will be offered to 416 year olds and will positively impact on the number of school places for young pupils with needs and thereby increasing opportunities for parental choice of schools.	The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	The Springfield School Wilmslow expansion, if approved, will offer places for pupils aged 4-16 and will positively impact on the number of school places for young pupils with needs and thereby increasing the parental choice of schools.

Disability	The proposal will have a positive impact on young pupils with a disability because it will provide more places in the north of the borough and reduce the possible need for children to travel out of the borough to secure a suitable place closer to their place of residence.	The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	The proposal will have a positive impact on young pupils with a disability because the provision will provide more places in the borough and reduce the possible need for children to travel out of the borough to secure a suitable place closer to their place of residence.
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Gender reassignment	Places at a specialist school are determined purely on need. All applications are considered on an equal basis without reference to gender or gender reassignment.	The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	Places at a specialist school are determined purely on need. All applications are considered on an equal basis without reference to gender or gender reassignment.
Pregnancy and maternity	Places at a specialist school are determined purely on need. All applications are considered on an equal basis without reference to the status of pupil or of the parent/carer.	The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	Places at a specialist school are determined purely on need. All applications are considered on an equal basis without reference to pregnancy or maternity status.

Race/ethnicity	Places at a specialist school are determined purely on need. All applications are considered on an equal basis and this does not allow for any discrimination in this respect.	The feedback received due the representation period will be collated and summarised in a report to Children and Families	Places at a specialist school are determined purely on need. All applications are considered on an equal basis and this does not allow for any discrimination in respect of race or ethnicity.
Religion or belief	Places at a specialist school are determined purely on need. All applications are considered on an equal basis and religion and belief do not form part of the criterion and all applications will be considered on an equal basis	The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	Places at a specialist school are determined purely on need. All applications are considered on an equal basis and religion and belief do not form part of the criterion and all applications will be considered on an equal basis irrespective of religious belief.
	irrespective of religious belief.		
Sex	The local authority has no reason to believe that the proposed expansion would result in an overall change to the current demographics of the school. Places at the school will be offered on the basis of need.	The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	Places at a specialist school are determined purely on need. All applications are considered on an equal basis and sex will not form part of the criterion. Places at the school will be offered on a needs basis.

Sexual orientation	Places at a specialist school are determined purely on need. All applications are considered on an equal basis and this does not allow for any discrimination in this respect.	The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.	Places at a specialist school are determined purely on need. All applications are considered on an equal basis and this does not allow for any discrimination in respect of sexual orientation.
Marriage and civil partnership	Places at a specialist school are determined purely on need. All applications are considered on an equal basis without reference to the marital status of pupil or of the parent/carer.	The feedback received due the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024	Places at a specialist school are determined purely on need. All applications are considered on an equal basis without reference to the marital status of pupil or of the parent/carer.

Section 5 - Review of information, consultation feedback and equality analysis

Mitigation	What can you do to mitigate any negative impacts or further enhance positive impacts?
<i>Please summarise the impacts listed in section 4 and what will be done to mitigate these impacts</i>	<p>The feedback received during the representation period will be collated and summarised in a report to Children and Families Committee for a decision on 11 November 2024.</p> <p>Any mitigation measures required will be assessed after 11 October once the feedback has been received and collated and any issues raised have been considered.</p>


Section 6 – Monitoring and review

Details of monitoring activities	<p>Because the expansion is not anticipated to open until September 2025 any impact on the protected characteristics will not be known until additional pupils start at the school.</p> <p>However the school already operates under an equal and inclusive policy and the local authority has no reason to believe that this will change.</p>
Date and responsible officer for the review of the EIA	The EIA will be reviewed by Val Simons, Pupil Place Planning Officer, at the end of the consultation.

Section 7 – Sign off

When you have completed your draft EIA, it should be sent to the [Equality, Diversity and Inclusion Mailbox](#) for review.

If your EIA is approved, it must then be signed off by a senior manager within your Department (Head of Service or above).

Name	Gill Betton
Date	18 September 2024
Signature	

Once the EIA has been signed off, please forward a copy to the [Equality, Diversity and Inclusion mailbox](#) for it to be published on the website.

For Transparency, we are committed to publishing all Equality Impact Assessments relating to public engagement.

Help and support - For support and advice please contact the [Equality, Diversity and Inclusion mailbox](#)

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OPEN

Children and Families Committee

11th November 2024

Proposal for the reuse of Flag Lane Baths site for the purpose of an Alternative Provision school

Report of: Theresa Leavy, Executive Director Childrens Services

Report Reference No: CF/33/24-25

Ward(s) Affected: All

For Decision or Scrutiny: Decision

Purpose of Report

- 1 To provide an update to members regarding the potential reuse of the Flag Lane Baths site for the purpose of an Alternative Provision school. This is following the Youth Engagement Schools (YES) Trust submitting a successful application to the Department for Education (DfE) to open a new 70 place Alternative Provision free school.
- 2 To seek committee support in progressing the proposal.

Executive Summary

- 3 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 demands of the residents. Having the right educational placement for all children and young people is key to supporting children and young people achieve their potential and to develop the range of skills and experiences they need to equip them for adulthood.
- 4 Cheshire East has one registered alternative provision setting delivering time limited intensive placements for secondary age pupils delivering time limited intensive placements, in Macclesfield. This intervention reduces the risk of children and young people being permanently excluded.

- 5 In March 2024, the Department for Education (DfE) confirmed that the YES Trust had been successful in bidding for a new free alternative provision school which would provide for up to 70 places. The YES Trust is proposing to establish a specialist day, co-educational, Alternative provision school. The new school will be known as The Engage Academy.
- 6 The proposals to provide the new free alternative provision school will be funded and delivered by the DfE.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Support the preferred option that the former Flag Lane baths site is utilised for the purpose of a new free Alternative Provision School
2. Approve the inclusion £500,000 in the Childrens and Families Capital Programme to indemnity up to that amount to any free school 'abnormal site development' costs.

Background

- 7 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 demands of the residents. Having the right educational placement for all children and young people is key to supporting children and young people achieve their potential and to develop the range of skills and experiences they need to equip them for adulthood.
- 8 The March 2023 Special Educational Needs and Disabilities (SEND) and Alternative Provision (AP) Improvement Plan - Right Support, Right Place, Right Time aims 'to create a three-tier alternative provision system, focusing on targeted early support within mainstream schools, time-limited intensive placements in an alternative provision setting, and longer-term placements to support return to mainstream or a sustainable post-16 destination'
- 9 In March 2024, the Department for Education (DfE) confirmed that the YES Trust had been successful in bidding for a new free alternative provision school which would provide for up to 70 places. The YES Trust is proposing to establish a specialist day, co-educational, Alternative provision school. The new school will be known as The Engage Academy.

- 10 The Engage Academy will work with schools throughout Cheshire East and provide commissioned preventative placements to support pre-exclusion. The new school will provide rest bite and part-time vocational placements to allow wider curriculum offers to those struggling to maintain full-time mainstream education.
- 11 It was initially intended that the new school would be co-located on the site of an existing secondary school in Crewe, but further investigations have established that this is not a viable option.
- 12 Following detailed discussions with the Trust, the DfE and our in-house Assets Team an alternative site for the new school was identified, being the Flag Lane Baths site in Crewe.
- 13 On the 25 September 2024, the Council's Economy and Growth Committee
- 14 (a) Delegated authority to the Director of Growth & Enterprise to explore other options for the former Flag Lane Baths noting the preference for its use as a new Alternative Provision School and develop a business case to be reported back to the Committee in due course.

(b) the reallocation of £1,353,000 of Cheshire East Council funding from the Crewe Youth Zone (Oak Street) budget to the Flag Lane Baths budget.
- 15 All decisions to dispose of Council assets fall under the remit of the Economy and Growth Committee and are subject to best value considerations.
- 16 The proposals to provide the new free alternative provision school will be funded and delivered by the DfE.

Consultation and Engagement

- 17 Flag Lane Baths is a Council-owned property located to the south-west of Crewe town centre. Until 2016 it operated as the public swimming baths in Crewe, it has remained vacant since the establishment of the new Lifestyle Centre. It has been previously marketed for sale, but the only tangible interest expressed was by a local charity, Always Ahead, who proposed to remodel it for a range of community uses and secured financial backing via the Crewe Town Board for their proposal.
- 18 The project has experienced significant delays, primarily due to concerns about the structure of the building and escalating costs.
- 19 In September this year, Crewe Town Board recommended withdrawal of financial support for the project.

- 20 The Council has previously been engaged regarding a requirement for an Alternative Provision (AP) School in the borough. There are strategic requirements to ensure that pupils temporarily excluded from mainstream schools can continue to be educated and prepared for reintroduction back into mainstream schools and have access to alternative provision, with the right support they require to prevent them being permanently excluded from school. Being permanently excluded from school can have a long-term – even life-long – impact on children and young people, changing their outcomes for life. Independent research by the Education Policy Institute (2024) have identified that children who have been suspended or excluded are more likely to be unemployed interact with the criminal justice system, as well as to have mental health difficulties. Leading to long term funding implications for the broader public purse.
- 21 The YES Trust has been successful in its application to the Department for Education (DfE) for a new alternative provision free school in the borough. The DfE has earmarked capital funding to provide the AP free school which, once fully operational, will accommodate up to 70 pupils. This would represent a change to existing arrangements which would result in significant revenue savings for the council. The initial site identified by the trust was not viable for delivering the new school from. The trust has been clear that it would like to be located in Crewe due to pupil profiles.
- 22 Council officers have met with the DfE and the trust. The former Flag Lane Baths has jointly been identified as the preferred site due to its proximity to the town centre and the new YouthZone, which will have operational synergies for daytime use.
- 23 The DfE has a limited window for confirming funding and progressing the scheme to feasibility, so officers will need to engage and work towards determining site suitability, permissions needed and agreeing legal Heads of Terms. Subject to the outcome of these initial assessments, decisions regarding this proposed use will be required from the Economy & Growth and the Children & Families Committee, including matters related to property and funding.
- 24 The DfE has indicated a preference for a cleared site to allow for the construction of a new-build school, rather than the adaptation of the existing buildings. The Department is mindful of the 'locally listed' status of the eastern façade of the former baths, and officers would seek that this is retained as part of a new development, alongside seeking some form of community facility.
- 25 There is an expectation that, whilst the construction cost would be borne by DfE, the council would be asked to contribute the cost of

demolition. Officers have commissioned estimates of the demolition costs which, if retaining the existing façade, equate to circa £1.353m.

- 26 On the 25 September 2024, the Council's Economy and Growth Committee resolved at item 24 to approve: -

(a) Delegated authority to the Director of Growth & Enterprise to explore other options for the former Flag Lane Baths noting the preference for its use as a new Alternative Provision School and develop a business case to be reported back to the Committee in due course.

(b) the reallocation of £1,353,000 of Cheshire East Council funding from the Crewe Youth Zone (Oak Street) budget to the Flag Lane Baths budget.

Reasons for Recommendations

- 27 As detailed in the background section of this report, the council has previously been engaged regarding a requirement for an Alternative Provision (AP) School in the borough. Without such provision, the Council continues to be liable for significant revenue costs to address the requirements of excluded school children.
- 28 The OFSTED thematic review of Alternative Provision in February 2024 reports that the children accessing alternative provision are identified with multiple and complex vulnerabilities, the review found that good alternative provision led to improvements in attendance and academic attainment, improvements in behaviour, reductions in suspensions and successful reintegration into mainstream education and post-16 destinations.
- 29 Secondary schools in the Crewe and surrounding area report that limited access to good quality registered provision is contributing to the significant increase of permanent exclusions in Cheshire east. The only registered alternative provision for secondary pupils is located over 21 miles away in Macclesfield.
- 30 A data snapshot last year found there were upwards of 150 excluded students in Cheshire East. With only 60 places in the only Pupil Referral Unit, the local authority were responsible for providing alternative provision for numbers over and above that, between £8,000 - £16,000 per place. Preventing exclusions is the only way to improve children and young people's life chances and embed significant cost avoidance to the local authority.
- 31 This proposal allows the opportunity to utilise an existing Council asset for the purpose of providing a new free alternative provision school that

will also provide community facilities to support the wider local community.

- 32 Please note that the proposed scheme is subject to detailed site assessments and necessary due diligence that will be undertaken by the DfE.
- 33 The proposed scheme will be subject to gaining all necessary approvals in cluding planning. All necessary approvals will be managed and undertaken by the DfE with input as required by officers from Cheshire East Council.

Other Options Considered

- 34 The option to do nothing and not increase Alternative Provision across the borough would result in permanent exclusions for young people who have not benefited from intervention. This would increase the cost to the Council, within the responsibility to provide a suitable full-time education for excluded students, Section 19 Education Act.
- 35 The service works closely with colleagues in the assets team to identify potential local sites to address the forecast need for specialist school places across the borough. The site detailed in this paper offers an option that officers feel is deliverable subject to statutory approvals.
- 36 The option to continue to place SEND learners in placements out of borough or in independent specialist provisions is not considered appropriate as this will result in a continuation of unaffordable financial pressures on the High Needs DSG budget.

Option	Impact	Risk
Do nothing and not increase Alternative Provision across the Borough	This would result in a failure to meet our statutory duties as a commissioner of school places and risk an increase of young people being permanently excluded.	High

Implications and Comments

Monitoring Officer/Legal

- 37 The preferred option is for a Free School to be established on Council owned land. This will involve development of a business case by the Free School Trust (with input from Children and Families) which will be considered by the Economy & Growth Committee. If the proposal is successful, then the Trust will be granted occupation of the land in order to construct the site and in due course be granted a 125-year lease of the land on the same basis as an academy lease.
- 38 Given the nature of the site Council funding is being set aside both in terms of the £500,000 support to cover abnormal costs (which is the subject of this report) and sums redirected from the Towns Fund to potentially assist with site levelling. Whilst DfE guidance sets out costs that a Local Authority are required to meet, the Free School is a commercial education establishment and in assisting the school in meeting abnormal costs and providing them with a level site the Council will be providing a subsidy within the meaning of the Subsidy Control Act 2022. As part of the business case this subsidy will need to be assessed against subsidy control principles which does allow for considerations such as the relative saving to the Council in supporting this local provision when balanced against the current costs of transporting pupils and paying for provision in other settings.
- 39 Local authorities 'hold' land for particular statutory purposes, for example, for housing, environment, leisure or education. If a local authority wishes to change the purpose for which it holds land, it must transfer land from one statutory allocation to another using a statutory process called appropriation.
- 40 Section 122 of the Local Government Act 1972 (LGA 1972) empowers a local authority to appropriate land for any purpose for which the Council is authorised under the 1972 Act, but this is subject to two requirements. Firstly, the land must already belong to the Council and secondly, the land must no longer be required for the purposes for which it is currently held.

If the land in question also forms part of “an open space”, the Council must: -

 - (i) advertise its intention to appropriate the open space land for two consecutive weeks in a newspaper circulating in the local area; and
 - (ii) consider any objections of the proposed appropriation (section 122(2A), LGA 1972).
- 41 If the Council appropriates open space land under section 122(2A) of the LGA 1972, it is released from any trust for the enjoyment of the public

imposed by section 164 of the Public Health Act 1875 or section 10 of the Open Spaces Act 1996 (section 122(2B), LGA 1972.

- 42 If the Committee approve the above proposals the Council will need to follow the above procedure, and it may be necessary for the Economy and Growth Committee to consider any appropriation and if advertised any representations or objections received.

Section 151 Officer/Finance

- 43 The free school proposal will be delivered and funded by the Department for Education.
- 44 As set out in the DfE How to Apply Guidance, the LA is required to meet abnormal site development costs, including (but not limited to):
- geochemical exceedances relative to guidelines for school use (including asbestos removal)
 - geophysical conditions
 - flooding and alleviation measures
 - s278 costs
 - new road provision from the adopted highway to the site boundary
 - s106 costs
 - retaining structures required as a function of topography
 - ecological provision - reserves, species protection and relocation
 - listed building and heritage community costs
 - title consolidation and registration
 - utility provision
 - environmental conditions that may require specific mitigations such as acoustics or air pollution
 - mitigation measures for constrained sites (such as rooftop playgrounds)
 - other site-specific issues (including demolition)
- 45 In support of the alternative plans for the former Flag Lane Baths, on the 25 September 2024, Economy and Growth Committee approved the reallocation of £1,353,000 of Cheshire East Council funding from the Crewe Youth Zone (Oak Street) budget to the Flag Lane Baths budget. This funding will be used to support associated demolition costs if the scheme proceeds.
- 46 To fund any further potential site abnormal costs a capital allocation of £500,000 will be funded from unallocated High Needs Provision High

Needs Capital Allocation Grant and will be detailed within the Children and Families Capital Programme

- 47 The free school expansion proposal detailed in this report is part of the key mitigations within the Dedicated Schools Grant (DSG) management plan 2024/25 to 2030/31 and is integral to the plans of achieving financial sustainability in the future by increasing local specialist provision and becoming less reliant on the independent sector.

Policy

- 48 Local authorities are under a duty to ensure sufficiency of school places in their area (section 14 of the Education Act 1996).

Equality, Diversity and Inclusion

- 49 Equality impact assessments (EIAs) 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. The EEIA is to be completed once the detail of the schemes is agreed and will be available on the website.

Human Resources

- 50 There are no direct human resource implications for the council, once the new free school is open all staff will be appointed the Academy Trust.

Risk Management

- 51 Force Majeure – the global Covid pandemic has identified that there can be some risks where impact cannot be mitigated against and will inevitably cause some delay, disruption, and any additional costs.
- 52 This scheme is being funded and delivered by the DfE; all risks will be monitored as part of the DfE Project Management processes.

Rural Communities

- 53 The creation of additional places across the borough will potentially bring benefits to rural communities by providing settings within more reasonable travel distances 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)

- 54 It is essential that the council makes best use of resources to ensure that children and young people receive the services they need, and those services must be provided.

- 55 The Children and Families Together Vision includes a priority around children with additional needs.
- 56 The 0-25 SEND Partnership Strategy sets out the partnership vision for meeting the needs of children and young people with SEND. This strategy has been refreshed to include the delivering better value opportunities and mitigations within the DSG Management Plan.
- 57 Providing sufficient school places for all children and young people resident in our area is a statutory duty.

Public Health

- 58 By providing local school places and reducing the distances which some children may have to travel to attend school will help to reduce e congestion on the roads and therefore reduce emissions, improving the air quality and making a better environment to live in.
- 59 Providing sufficient places in their local community could improve a child's social and emotional wellbeing.

Climate Change

- 60 Providing additional school places will enable Cheshire East children and young people the ability to secure a place at their local school, thus reducing the need to travel outside of the area which will reduce energy consumption.

Access to Information	
Contact Officer:	<p>Claire Williamson, Director of Education, Strong Start and Integration</p> <p>Claire.williamson@cheshireeast.gov.uk</p> <p>Sally Ashworth, Interim Head of Service: Education Participation & Pupil Support</p> <p>Sally.ashworth@cheshireeast.gov.uk</p> <p>Joanne Prophet, School Organisation and Capital Manager</p> <p>Joanne.prophet@cheshireeast.gov.uk</p>
Appendices:	

Background Papers:	1. Economy and Growth Committee – 25 September 2024 https://moderngov.cheshireeast.gov.uk/ecminutes/documents/s120031/Report.pdf
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OPEN FOR PUBLICATION

Children and Families Committee

11 November 2024

Proposed change in age range at St Mary's Catholic Primary School, Middlewich

Report of: Claire Williamson, Director of Education, Strong Start and Integration

Report Reference No: CF/27/24-25

Wards Affected: Middlewich

Purpose of Report

- 1 To consider the consultation responses received to the change of age range at St Mary's Catholic Primary School, Middlewich.
- 2 To approve the proposed changes of age range at St Mary's Catholic Primary School, Middlewich, from 4 -11 to 3-11 to accommodate nursery provision and create a full primary provision, for implementation January 2025.

Executive Summary

- 3 It is proposed to permanently change the age range of St Mary's Catholic Primary School from 4-11 to age 3 -11, to take effect from 1 January 2025 to create a full primary provision. This will mean that the school will take children from age 3 (taking children into nursery the term after their 3rd birthday) to age 11 (Year 6).
- 4 This will be an amendment to the existing early education provision on site in order to ensure the best possible transition from Early Years Foundation Stage into the main school. The proposed number of admissions into the maintained nursery will be capped at 10 nursery places initially but as demand increases, school will expand capacity to match demand. The final number of pupils will be capped at 26.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

5. To consider the consultation responses received to the change in age range at St Mary's Catholic Primary School; and
- 6 To approve the proposed change of age range at St Mary's Catholic Primary School, Middlewich, from 4 -11 to 3-11 to accommodate a nursery provision for implementation in January 2025.

Background

- 7 The 2022 Childcare Sufficiency Assessment for Middlewich School Planning Area identified that 5 new early years and childcare places for 0–4-year-olds would be required by 2027 to maintain the 2022 sufficiency ratio and there was no evident intention from existing providers to expand. Introduction of the new early education entitlements since the 2022 assessment is expected to result in a 60% increase in children accessing the early education entitlements.
- 8 Full day-care nursery provision in the local area has been provided by third party private providers. There has been keen interest from parents looking for wrap around care and nursey places at St Mary's. At the moment, parents from St Mary's use childcare providers Kids Planet and Little Learners provision and childcare. School age pupils are dropped off by mini bus in the morning and are picked up at the end of the day. Nursery aged siblings continue to use the above childcare providers as St Mary's does not offer this facility at present.
- 9 Should this proposal be approved the nursery class at St Mary's Catholic Primary would be led by qualified teachers and support staff, be fully integrated with the school and designed to meet the learning and development needs of all children from the early years through in to Key Stages 1, 2 and beyond. This provides the highest quality support for children at a critical time as they transition into full time school.
- 10 A focus on term time sessional provision for 3 and 4-year-olds across the school day, with wrap around provision to support working families, provides a financially sustainable model that meets the needs of the local community.
- 11 The Governing Body of St Mary's Catholic Primary School proposed the change to the age range and the local authority supports the proposal. The additional early education places contribute to meeting the statutory duties set out in sections 6 and 7 of the Childcare Act 2006. There may be insufficient early

education entitlement places in Middlewich if the school does not extend the lower age range.

Consultation and Engagement

- 12 In accordance with the guidance issued by the Department for Education Making significant changes ('prescribed alterations ') to maintained schools Statutory guidance for proposers and decision makers October 2024 ('the statutory guidance') the statutory publication notice was published in the Northwich Guardian on 12 September 2024 and the subsequent statutory four-week representation period ran from 13 September to 11 October 2024. Information was made available on the Council's website and the representation period was notified to key stakeholders including Ward Members, MP, Diocese, Local Parish and Town Councils and the neighbouring authorities of Cheshire West and Chester Council. Information was also emailed to all local schools together with a letter for distribution to their staff, governors and parents.
- 13 Committee members are advised that this statutory process provides the opportunity for any person with an interest to submit representations, which can be objections as well as expressions of support for the proposals.
- 14 The consultation closed on 11 October 2024. During the consultation the local authority received 1 response which did not support the proposal. However, no comment was left as to why they didn't support the proposal so the school or authority cannot respond with any mitigation measures or assurances to any issues they may have.

Reasons for Recommendations

- 15 The proposal will increase the number of nursery places available for parents and carers and particularly support working families requiring wrap around day care.

Other Options Considered

- 16 Do nothing and children disperse to other early years and childcare provision in the area – insufficient provision available.
- 17 Create a nursery class at St Mary's Catholic Primary School.
- 18 Options appraisal

Option	Impact	Risk
Do nothing	Some children may not secure a place with other providers in the area.	Children may not be able to access their early education entitlement and parents are not supported to access work / training.

		The authority's duty to secure sufficient childcare under Section 6 of the Childcare Act 2006 would not be met.
Create a nursery class at St Mary's Catholic Primary School	Provision within the school would promote and enhance transition to statutory education and support working families requiring wrap around care.	Places not been taken up as the school hopes and it becomes a financial strain on the school budget.

Implications and Comments

Monitoring Officer/Legal

- 19 The local authority is under a statutory duty to ensure the authority's duty to secure sufficient childcare under Section 6 of the Childcare Act 2006 is met.
- 20 As a voluntary aided school the Governing Body of St Mary's Catholic Primary proposed the change to the age range and the local authority supports the change. If that change is to be in place for more than 2 years then the change is considered permanent. The statutory guidance sets out a table as to who can propose a change of age range and what process must be followed. The prescribed alterations 'statutory process must be followed.
- 21 When exercising functions under the School Organisation (Prescribed Alterations to Maintained Schools (England) Regulations 2013 local authorities, governing bodies and the Schools Adjudicator must follow the DfE guidance "Making significant changes ("prescribed alterations") to maintained schools Statutory Guidance for proposers and decision - makers October 2024 unless there is good reason not to. The prescribed alterations statutory process consists of 5 stages -:

Stage	Action	Comments	Dates
Stage 1	Publication	Statutory proposal notice published	12 September 2024
Stage 2	Representation	Must be at least 4 weeks as in the regulations	13 September 2024 to 11 October 2024
Stage 3	Decision	The decision maker (LA) must make a decision on the proposal within 2 months of the end of the representation period or the decision defaults to the School Adjudicator (OSA)	Children and Families Committee 11 November 2024
Stage 4	Referral (if applicable)	If a decision has been made, any referral to the adjudicator must be made within 4 weeks of the decision. If the	Decision is been made within the 2 months

		local authority has not decided a proposal within 2 months, it must refer the proposal to the Schools Adjudicator	
Stage 5	Implementation	Dependent on the Committee decision	Proposed January 2025

- 22 If a local authority fails to make a decision about a proposal within 2 months of the end of the Representation Period the local authority must forward the proposal, and any representations received, excluding those withdrawn in writing, to the Schools Adjudicator for a decision.
- 23 Committee members must have regard to the statutory guidance when making their decision. The statutory guidance provides that *Decision makers will need to be satisfied that the appropriate fair and open representation period has been carried out..... Decision makers should not simply take account of the numbers of people expressing a particular view. Instead, they should give the greatest weight to responses from those stakeholders likely to be most affected by a proposal – especially parents of children at the affected school(s)*
- 24 The local authority has a legal duty to ensure that any decision it makes is transparent and has been made applying the Wednesbury principles and it has a rationale for the decision made.
- 25 With regard to consultation there are guiding principles that must be followed if the consultation is to be fair. These are known as ‘the Gunning principles’:
- Proposals are still at a formative stage - A final decision has not yet been made, or predetermined, by the decision makers.
 - There is sufficient information to give ‘intelligent consideration’ - The information provided must relate to the consultation and must be available, accessible, and easily interpretable for consultees to provide an informed response.
 - There is adequate time for consideration and response - There must be sufficient opportunity for consultees to participate in the consultation..
 - ‘Conscientious consideration’ must be given to the consultation responses before a decision is made. Decision-makers should be able to provide evidence that they took consultation responses into account.
- 26 When issuing a decision, the decision maker can:
- Reject the proposal.
 - Approve the proposal with modification.

- Approve the proposal with modifications, having consulted whichever of the local authority and/or governing body that has not proposed the modification; or
- Approve the proposal, with or without modification (having consulted on any modifications as mentioned above) subject to certain conditions (such as the granting of planning permission) being met.

Section 151 Officer/Finance

- 27 There are no additional financial implications for the Council.
- 28 Operational costs will be met by the school's revenue budget, supported through the Council's mechanisms for funding early year's education. Funding levels for the new provisions will continue to be determined by the council's early years funding formula that is considered by Children and Families Committee in February of each year.
- 29 Funding is based on hours and funded through Dedicated Schools Grant. The funding is adjusted at set points throughout the year based on take-up. The provision needs to ensure there is sufficient take-up to cover additional staffing and running costs.
- 30 As funding to schools is also under pressure it is important for the school to have full classes that attract sufficient funding to enable costs to be met. The change of age should assist with that aim.

Policy

- 31 No policy implications identified.

Equality, Diversity and Inclusion

- 32 An Equality Impact Assessment has been produced prior to the consultation and was made available on the Council web pages. A copy of the Equality Impact Assessment as attached as Appendix 1 to this report.

Human Resources

- 33 There are no increased Human Resources implications for the Council.

Risk Management

- 34 There are no risk management implications.

Rural Communities

- 35 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)

- 36 The aim is to improve outcomes for all children and help close the gap for disadvantaged children.

Public Health

- 37 There are no direct implications for public health, however providing sufficient nursery places in their local community could improve a child's social and emotional wellbeing.

Climate Change

- 38 Not applicable

Access to Information	
Contact Officer:	Joanne Prophet- Joanne.prophet@chechireeast.gov.uk
Appendices:	Appendix 1 – Equality Impact Assessment.
Background Papers:	Section 6 of the Childcare Act 2006 Making significant changes (“prescribed alterations”) to maintained schools Statutory Guidance for proposers and decision - makers October 2024

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Equality Impact Assessment (EIA) and our equality duty

The Equality Duty helps public bodies to deliver their overall objectives for public services, and as such should be approached as a positive opportunity to support good decision-making.

It encourages public bodies to understand how different people will be affected by their activities so that policies and services are appropriate and accessible to all and meet different people's needs. By understanding the effect of their activities on different people, and how inclusive public services can support and open up people's opportunities, public bodies are better placed to deliver policies and services that are efficient and effective.

Complying with the Equality Duty may involve treating some people better than others, as far as this is allowed by discrimination law. For example, it may involve providing a service in a way which is appropriate for people who share a protected characteristic, such as providing computer training to all people to help them access information and services.

Whilst [the Gunning Principles](#) set out the rules for consulting with 'everyone', additional requirements are in place to avoid discrimination and inequality.

Cheshire East Council is required to comply with the Equality Act 2010 and the Public Sector Equality Duty. The Equality Act 2010 simplified previous anti-discrimination laws with a single piece of legislation. Within the Act, the Public Sector Equality Duty (Section 149) has three aims. It requires public bodies to have due regard to the need to:

- eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act, by consciously thinking about equality when making decisions (such as in developing policy, delivering services and commissioning from others)
- advance equality of opportunity between people who share a protected characteristic and people who do not share it, by removing disadvantages, meeting their specific needs, and encouraging their participation in public life
- foster good relations between people who share a protected characteristic and people who do not

The Equality Act identifies nine 'protected characteristics' and makes it a legal requirement to make sure that people with these characteristics are protected from discrimination:

- | | |
|-----------------------------------|----------------------|
| • Age | • Race |
| • Disability | • Religion or belief |
| • Gender reassignment | • Sex |
| • Marriage and civil partnerships | • Sexual orientation |
| • Pregnancy and maternity | |

Applying the equality duty to engagement

If you are developing a new policy, strategy or programme you may need to carry out an Equality Impact Assessment. You may be able to ascertain the impact of your proposal on different characteristics through desk-based research and learning from similar programmes, but you also need to carry out some primary research and engagement.

People with protected characteristics are often described as ‘hard to reach’ but you will find everyone can be reached – you just need to tailor your approach, so it is accessible for them.

Please feel free to contact the [Equality and Diversity mailbox](#) who will try to help you to assess the impacts of your proposals and will ensure that you help the Council to comply with the Equality Act 2010 and the Public Sector Equality Duty.

Section 1 – Details of the service, service change, decommissioning of a service, strategy, function or procedure

(Please delete the guidance in italics once you complete a section)

Proposal Title	Proposed change to the age range of St Mary’s Catholic Primary School, Middlewich from 4 – 11 to 3 -11 for implementation in January 2025.
Date of Assessment	13.9.2024
Assessment Lead Officer Name and other officers involved	Joanne Prophet Val Simons Emma Mason
Directorate/ Service	Children and Families
Details of the service, service change, decommissioning of the service, strategy, function or procedure.	<p>The local authority is proposing a change to the age range for St Mary’s Catholic Primary School from 4 -11 to 3 – 11 for implementation in January 2025.</p> <p>The outcomes of the 4-week consultation will be summarised in a decision report to the Children and Families Committee meeting on 11 November 2024.</p> <p>DfE guidance makes clear that the decision maker should consider the views expressed during consultation and take into account the Equality Impact Assessment. It is therefore essential that full details of all views submitted are made available at the decision meeting.</p>
Who is impacted?	<ul style="list-style-type: none"> • Children and young people • Parents and carers • Headteachers of schools in the local area of Middlewich • Early years providers in the Middlewich area

Links and impact on other services, strategies, functions or procedures.	Section 6 of the Childcare Act 2006 places a duty on local authorities to secure sufficient childcare for working parents. Section 7 requires them to secure provision of the free early education entitlements.
How does the service, service change, strategy, function or procedure help the Council meet the requirements of the Public Sector Equality Duty?	<p>As mentioned above, the local authority has a duty to provide sufficient childcare places for working parents.</p> <p>The local authority has identified a growing need in the Middlewich area for childcare places and St Mary's has expressed a desire to expand its provision on site in order to ensure the best possible transition from Early Years Foundation Stage into the main school.</p> <p>Schools undertake the administration for nursery admissions and, whilst there is no DfE admissions code for nursery admissions, schools must have a policy which is in line with the Equality Act 2010.</p>

Section 2 - Information – What do you know?

What do you know?	Early education entitlements are extending for working families and demand will increase. From April 2024, all working parents of 2-year-olds can access 15 hours per week. From September 2024, all working parents of children aged 9 months up to 3-years-old can access 15 hours per week. From September 2025, all working parents of children aged 9 months up to 3-years-old can access 30 hours free childcare per week.
Information you used to arrive at the decision	<p>The 2022 Childcare Sufficiency Assessment for Middlewich School planning area identified that five new early years and childcare places for 0–4-year-olds would be required by 2027 to maintain the 2022 sufficiency ratio and there was no evident intention from existing providers to expand. Introduction of the new early education entitlements since the 2022 assessment is expected to result in a 60% increase in children accessing the early education entitlements.</p> <p>Cheshire East Council supports extending the age range at St Mary's Catholic Primary School, Middlewich. The additional early education places contribute to meeting the statutory duties set out in sections 6 and 7 of the Childcare Act 2006. There may be insufficient early education entitlement places in Middlewich if the school does not extend the lower age range.</p>
Gaps in your Information	The need for additional places in the Middlewich area has been identified by the local authority. This proposal supports the local authority in its statutory duty to provide sufficient childcare places.

Section 3 - Information - What did people tell you?

What did people tell you about your proposals?	No feedback has been received to date.
Details and dates of the consultation/s and/or engagement activities	<p>A public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024 until 11 October 2024.</p> <p>The council's web page went live on 13 September and there is an electronic survey and a feedback form that anyone can use to feedback their views. Emails have been sent to all the key stakeholders including the local ward members, MP, Dioceses, Middlewich Town Council, local parish councils and Cheshire West and Chester Council. Emails were also sent to all local surrounding schools together with a letter for them to distribute to their parents/ carers or use the information to put in a newsletter etc.</p> <p>Once the consultation closes on 11 October, the feedback will be collated, and a report on the outcomes presented to the Children and Families Committee meeting on 11 November for a decision.</p>
Are there any gaps in consultation and engagement feedback?	<p>The consultation undertaken when making changes to maintained schools is governed by the DfE guidance “<i>Making significant changes (prescribed alterations) to maintained schools</i>” which came into force in January 2023.</p> <p>The statutory consultation has been carried out in accordance with this guidance.</p>

Section 4 - Review of information, consultation feedback and equality analysis

Protected characteristics groups from the Equality Act 2010	What do you know? <i>Summary of information used to inform the proposal</i> <u>Refer to Section 2</u>	What did people tell you? <i>Summary of customer and/or staff feedback</i> <u>Refer to section 3</u>	What does this mean? <i>Impacts identified from the information and feedback (actual and potential).</i> <i>These can be either positive, negative or have no impact.</i>
Age	The need for additional places in the Middlewich area has been identified by the local authority. This proposal supports the local authority in its statutory duty to	A public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024	This will positively impact on the number of school places for young children of pre-school age and thereby increasing parental choice, in line with DfE guidance.

	provide sufficient childcare places.	until 11 October 2024.	
Disability	The need for additional places in the Middlewich area has been identified by the local authority. This proposal supports the local authority in its statutory duty to provide sufficient childcare places.	A public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024 until 11 October 2024.	The proposal will have a marginally positive impact on young children and parents with a disability because the provision of additional places overall will provide sufficient places closer to their place of residence. The proposal will also offer greater parental choice for those families with wider caring responsibilities for household members with a disability.
Gender reassignment	The need for additional places in the Middlewich area has been identified by the local authority. This proposal supports the local authority in its statutory duty to provide sufficient childcare places.	A public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024 until 11 October 2024.	Admission authorities are bound by the Admissions Code and Regulations and this does not allow for any discrimination in respect of gender reassignment.
Pregnancy and maternity	The need for additional places in the Middlewich area has been identified by the local authority. This proposal supports the local authority in its statutory duty to provide sufficient childcare places.	A public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024 until 11 October 2024.	Admission authorities are bound by the Admissions Code and Regulations and this does not allow for any discrimination in this respect. All applications are considered against the over subscription criteria on an equal basis without reference to the pregnancy or maternity status of the parent/carer.
Race/ethnicity	The need for additional places in the Middlewich area has been identified by the local authority. This proposal supports the local authority in its statutory duty to provide sufficient childcare places.	A public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024 until 11 October 2024.	Admission authorities are bound by the Admissions Code and Regulations and this does not allow for any discrimination in respect of race/ethnicity. The local authority has no reason to believe that any proposed change to the age range of the school would

			result in an overall change to the current demographics.
Religion or belief	The need for additional places in the Middlewich area has been identified by the local authority. This proposal supports the local authority in its statutory duty to provide sufficient childcare places.	A public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024 until 11 October 2024.	Religion and belief do not form part of the arrangements for admission to the pre-school and all applications will be considered on an equal basis irrespective of religion or belief.
Sex	The need for additional places in the Middlewich area has been identified by the local authority. This proposal supports the local authority in its statutory duty to provide sufficient childcare places.	A public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024 until 11 October 2024.	The local authority has no reason to believe that any proposed age range change would result in an overall change to the current demographics
Sexual orientation	The need for additional places in the Middlewich area has been identified by the local authority. This proposal supports the local authority in its statutory duty to provide sufficient childcare places.	A public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024 until 11 October 2024.	Admission authorities are bound by the Admissions Code and Regulations and this does not allow for any discrimination in respect of sexual orientation.
Marriage and civil partnership	The need for additional places in the Middlewich area has been identified by the local authority. This proposal supports the local authority in its statutory duty to provide sufficient childcare places.	A public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024 until 11 October 2024.	Admission authorities are bound by the Admissions Code and Regulations and this does not allow for any discrimination in this respect. All applications are considered against the over subscription criteria on an equal basis without reference to the marital status of the parent/carer.

Section 5 - Review of information, consultation feedback and equality analysis

Mitigation	What can you do to mitigate any negative impacts or further enhance positive impacts?
	The public notice was published in the Northwich Guardian on Thursday 12 September. The 4-week consultation period will run from 3 September 2024 until 11 October 2024. Any mitigation measures required will be assessed after 11 October once the feedback has been received and collated and any issues raised have been considered.


Section 6 – Monitoring and review

Details of monitoring activities	The council will liaise with the school regarding numbers on roll.
Date and responsible officer for the review of the EIA	The EIA will be reviewed by Val Simons, Pupil Place Planning Officer, at the start of the summer term. The nursery will have been in operation for one term by this date.

Section 7 – Sign off

When you have completed your draft EIA, it should be sent to the [Equality, Diversity and Inclusion Mailbox](#) for review.

If your EIA is approved, it must then be signed off by a senior manager within your Department (Head of Service or above).

Name	Gill Betton
Date	17.September 2024
Signature	

Once the EIA has been signed off, please forward a copy to the [Equality, Diversity and Inclusion mailbox](#) for it to be published on the website.

For Transparency, we are committed to publishing all Equality Impact Assessments relating to public engagement.

Help and support - For support and advice please contact the [Equality, Diversity and Inclusion mailbox](#)

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OPEN/NOT FOR PUBLICATION

By virtue of paragraph(s) X of Part 1 Schedule 1 of the Local Government Act 1972.

Children and Families Committee**11 November 2024**

**Academisation of Lower Park School,
Hazelbadge Road, Poynton, Stockport,
Cheshire, SK12 1HE**

Report of: Theresa Leavy, Interim Executive Director of Children's Services

Report Reference No: CF/29/24-25

**Ward(s) Affected: Councillors Michael Beanland, Mike Sewart,
Poynton West and Adlington**

Purpose of Report

- 1 This report sets out the arrangements in place to support the intended academy conversion of Lower Park School to become part of the Halliard Trust (formerly The Fallibroome Trust). See Appendix 5 for a Letter presenting new Trust name. 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 Interim 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 Halliard 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 Halliard 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 Lower Park 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 23 May 2024 (see Appendix 4) for the school to convert to an Academy on 1 January 2025.
- 9 Lower Park School is in Poynton, Cheshire. School capacity is 280 pupils; at 12 September 2024 there were 273 pupils in the ten class, four mixed-aged classes school. The main current secondary feeder is Poynton High School, with around 20% of pupils feeding to other Secondary schools including The Fallibroome Academy.
- 10 The Halliard Trust, The Fallibroome Academy, Priory Lane, Macclesfield, SK10 4AF, was established on 16 August 2010. It currently has seven Cheshire East Primary academies, two Cheshire East Secondary academies and one Cheshire West and Chester Secondary Academy. The Halliard 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 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.
- 12 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.
- 13 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.
- 14 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

- 15 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

- 16 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)."
- 17 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/government/uploads/system/uploads/attachment_data/file/92424/schools_views_on_the_perceived_benefits_and_obstacles_to_joining_a_multi-academy_trust.pdf)
- 18 Lower Park 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.
- 19 The school and Governing Board began to consider options for academisation in early 2022.
- 20 The DfE granted an academy order in May 2024; 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

- 21 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.
- 22 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.
- 23 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.
- 24 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

- 25 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 January 2025, the date on which the school is expected to open as an Academy.
- 26 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

- 27 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.
- 28 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.
- 29 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.
- 30 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.

- 31 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.
- 32 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.
- 33 The Local Authority requires that any surplus or deficit 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

- 34 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.
- 35 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

- 36 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.
- 37 The SoS has confirmed that the School will convert to Academy status on 1 January 2025. 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.
- 38 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

- 39 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.
- 40 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).
- 41 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 15 July 2024 and minutes of the meeting will be circulated to all relevant parties.

Risk Management

- 42 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.
- 43 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.
- 44 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

- 45 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)

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

Public Health

- 47 There are no direct implications for public health.

Climate Change

- 48 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 Model Lease</p> <p>Appendix 3: Lower Park School Lease plan</p> <p>Appendix 4: Academy Order for Lower Park School</p> <p>Appendix 5: Letter presenting new Trust name</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

15 November 2013

OFFICIAL

DATED 2024

(1) CHESHIRE EAST COUNCIL

(2) THE GOVERNING BODY OF LOWER PARK SCHOOL

(3) THE FALLIBROOME TRUST / HALLIARD TRUST

TRANSFER AGREEMENT

Re: LOWER PARK SCHOOL

15 November 2013

OFFICIAL

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 LOWER PARK SCHOOL of Hazel Road, Poynton, Cheshire SK12 1HE (the "Governing Body");
- (3) THE FALLIBROOME TRUST / HALLIARD TRUST, a company limited by guarantee registered in England and Wales (company number 07346144) whose registered office is at Priory Lane, Macclesfield, Cheshire, SK10 4AF (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>Lower Park Academy</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; <u>Lower Park School</u>
“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;
<u>“School Fund”</u>	<u>means the school fund held at [INSERT NAME OF BANK] with sort code [] and account number [];</u> <u>(TAKING INSTRUCTIONS NOT ALL SCHOOLS HAVE THIS FUND)</u>
“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;

Commented [A1]: Please confirm?

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 [School Transferring](#) Employees have given or received notice of termination of employment nor are any of the [TransferringSchool](#) Employees the subject of any material disciplinary action nor is any [TransferringSchool](#) 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 [Transferring](#) 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 ~~or former 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 former School Employee~~, or any claim relating to the period on and before the Transfer Date; ~~(and for the avoidance of doubt, this indemnity shall apply in respect of all Losses incurred by the beneficiary of this indemnity in respect of the period after the Transfer Date where the claim (such as, without limitation, a claim for equal pay) arises out of circumstances which arose on or 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 ~~any other employer of the School Employees~~ to comply with any legal obligation to such trade union, body or person ~~which arose on or before the Transfer Date;~~ ~~and/or~~

~~7.1.4 any claim by any person (other than a Transferring Employee) in respect of which the Company or any Contractor incurs or is alleged to incur responsibility or liability as a result of the operation of the Regulations;~~

- 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

Commented [A2]: Duplication of indemnity protection in clause below regarding unexpected staff transfers

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.

7.2.4 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 on the fifteenth (15th) working day following but excluding the day upon which it becomes aware of that allegation or finding, dismiss the employee with immediate effect; 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, and any other claim brought by or on behalf of that person.

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;

7.2.2(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 ~~(in respect of Transferring Employees employed by the Company), and shall use reasonable endeavours to procure that any Contractor shall (in respect of Transferring Employees employed by the Contractor),~~ 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 ~~Transferring 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

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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 [Transferring 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

OFFICIAL

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

[INSERT LIST OF CHESS ARRANGEMENTS AND ANY OTHER CONTRACTS]

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.
- 4. ~~[The School Fund]~~ **THIS DOES NOT ALWAYS APPLY. CHECK WITH SCHOOLS FINANCE.**

Commented [A3]: Please confirm?

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 _____ **201[]**

(1) **[LOCAL AUTHORITY]**

- and -

(2) **[ACADEMY TRUST]**

LEASE

Property:

[●]

Term:

125 years

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE¹

LR1. Date of lease: 201[]
[Use following format e.g. 26 June 2006]

LR2. Title number(s):

LR2.1 Landlord's title number(s):
 [_____]

[Insert title numbers(s) out of which this lease is granted] OR

 [None]

LR2.2 Other title number(s):
 [_____]

[Insert existing title number(s) (except for those specified in LR2.1) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made] OR

 [None]

LR3. Parties to this lease:

Landlord: [_____] [whose
 registered office is at] [of]
 [_____]

 (Company Registration Number:
 [_____])

Tenant: [_____] [whose
 registered office is at] [of]
 [_____]

 (Company Registration Number:
 [_____])

Surety:² [_____] [whose
 registered office is at] [of]
 [_____]

 (Company Registration Number:
 [_____])

(i) ¹ The provisions that follow designated with LR reference numbers are clauses prescribed by the Land Registry, which must be inserted at the beginning of the lease. These cannot be amended/deleted, save in relation to site specific information which will be inserted at the time of negotiation of the lease. Where terms and expressions are not relevant to the body of the lease the word "None" will be inserted in the space underneath.

(ii) ² This will not apply

	[Other parties:] [Specify capacity of each party, e.g. management company OR delete]
LR4. Property: (referred to in the remainder of this lease as the "Property")	Please see the definition of "Property" in clause 1.1
LR5. Prescribed statements etc:	[None] OR
[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: [If this lease includes a statement falling within LR5.1, insert here the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement. See <u>[PRESCRIBED STATEMENTS LRR 2003]</u> for the wording of these statements]]
[LR5.2]	[This lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996] [Omit or delete those Acts which do not apply to this lease]
LR6. Term for which the Property is leased: (referred to in the remainder of this lease as the "Term")	[Include only the appropriate statement from the following options NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003] [From and including _____] To and including _____]] OR [The term is as follows: [[number of years] from and including _____]]

- LR7. Premium:³** [None]
OR
[[_____] pounds
(£[_____] plus VAT of
[_____] pounds
(£[_____])]
- LR8. Prohibitions or restrictions on disposing of this lease:** [Include whichever of the two statements is appropriate. Almost inevitably the first option will apply. Do not set out here the wording of the provision]
[This lease contains a provision that prohibits or restricts dispositions]
OR
[This lease does not contain a provision that prohibits or restricts dispositions]
- 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]
OR
[The right(s) referred to in [clause [_____] of] [paragraph [_____] of] schedule [_____] to] this lease]
- LR9.2** Tenant's covenant to (or offer to) surrender this lease:
[None]
OR
[The covenant referred to in [clause [_____] of] [paragraph [_____] of] schedule [_____] to] this lease]
- LR9.3** Landlord's contractual rights to acquire this lease:
[e.g. right of pre-emption]
[None]
OR
[The right(s) referred to in [clause [_____] of] [paragraph [_____] of] schedule [_____] to] this lease]

(iii) ³ This will not apply

- LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:**
- [None]
OR
[The restrictive covenant(s) contained in [clause ____] of] [[paragraph ____] of] schedule [____] to] this lease]
- LR11. Easements:**
- LR11.1** Easements granted by this lease for the benefit of the Property:
[The easement(s) set out in [●] to this lease]
OR
[None]
- LR11.2** Easements granted or reserved by this lease over the Property for the benefit of other property
[The easement(s) set out in [●] to this lease]
OR
[None]
- LR12. Estate rentcharge burdening the Property:**
- [This only applies to rentcharges created by this lease]
[None]
OR
[The rentcharge set out in [clause ____] of] [[paragraph ____] of] schedule [____] to] this lease]
- LR13. Application for standard form of restriction:**
- [None]
OR
[Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, state who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in schedule 4 to the Land Registration Rules 2003. N.B. Do not use if the restriction is not in standard form; complete form RX1 instead]
[The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number [____]]]:

[_____
—]]

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

[If the Tenant is one person or body]

[Not applicable]

OR

[If the Tenant is more than one person,
complete by deleting all inapplicable alternative
statements]

[The Tenant is more than one person. They
are to hold the Property on trust for themselves
as joint tenants]

OR

[The Tenant is more than one person. They
are to hold the Property on trust for themselves
as tenants in common in equal shares]

OR

[The Tenant is more than one person. They
are to hold the Property on trust [complete as
necessary]]

THIS LEASE is made the day of201[]

BETWEEN:

- (1) **[LOCAL AUTHORITY]** of [●] ("the **Landlord**")
- (2) **[ACADEMY TRUST]** (Company No [] [(Charity No []])
whose registered office is at [●] ("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 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"	and 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) [name of Academy Trust] [supplemental to a Master Funding Agreement made between the same parties] ⁴ ; and

(iv) ⁴ These words are only relevant where the Authority and the Academy Trust have an existing Master Funding Agreement in place.

- (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 [●] per cent per annum above [●] 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 Number [●]] [comprised in the documents set out at Schedule 4];

"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 ⁵ 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"	<p>the full cost of reinstating the Property including:-</p> <ul style="list-style-type: none"> (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);

(v)

⁵ Project specific amendment will be required to refer to numbered plan or plans

“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;] ⁶
“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"	[●]; ⁷
"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:-

(vi) ⁶ Delete if not applicable.

(vii) ⁷ Where applicable, it is envisaged that the lease will be granted following expiry of the Defects Liability Period provided for in the D&B Contract.

- 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 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;
- 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 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 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 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 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 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:-⁸

2.2.1 [together with the rights specified in Schedule 2;]

2.2.2 [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]

2.2.3 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4.⁹

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 Retained Land 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;]

(viii) ⁸ Rights and reservations will only apply if the Landlord retains land or owns adjoining land over which rights are required.

(ix) ⁹ There may be some matters (such as the right to receive overage from land sold off in the past) the benefit of which is not intended to pass to the Tenant and these matters should be specifically excluded if they are within any of the documents listed in Schedule 4.

- 3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges);
- 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 for the avoidance of doubt all buildings structures landscaping and other erections) 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;

- 3.3.2 To notify the Landlord in writing immediately 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) upon reasonable prior 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 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.

3.5 Alterations and Additions

- 3.5.1 Not to commit any 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 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 an 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 adversely affect the value of the Landlord's reversionary interest in the Property;¹⁰
- 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 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 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 hinders access to a Conduit.

(x)

¹⁰ If alterations are to be funded by the Tenant out of its own monies, rather than under the Funding Agreement, thought will need to be given in the licence for alterations as to how clause 5.1.3 (ownership of insurance proceeds on non-reinstatement) may need to be amended.

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 2007 ("CDM Regulations") in relation to any works carried out at the Property, 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 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.

3.8 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 [Academy Trust] 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).]¹¹

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.

(xi) ¹¹ It is likely that the items in (b) would be within the charitable objects referred to in (a). However, this additional wording has been inserted as an optional clause for discussion between the parties on a case by case basis.

3.12 Dealings

- 3.12.1 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:
- 3.12.2 (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 [Academy Trust] from time to time) where no relationship of landlord and tenant arises as a result of such occupation;
- 3.12.3 Not to hold the Property or any part or parts of the Property or this Lease on trust for another;
- 3.12.4 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property;
- 3.12.5 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;
- 3.12.6 [Not to underlet any part or parts or the whole of the Property] [Not to underlet the whole of the Property and not to underlet any part or parts of the Property for a term (including any option to renew) in excess of [●] years]¹²;
- 3.12.7 Not to charge the whole or any part or parts of the Property [without the Landlord's written consent].

3.13 Rights of Light and Encroachments

Not to obstruct any windows or lights belonging to the Property nor to 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 immediate notice of it to the Landlord.

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

(xii) ¹² The question of limiting underlettings will be project-specific. If the Parties agree that no underletting is permitted, the first alternative is appropriate. It is likely that, as a minimum, underlettings for community purposes will be permitted and the second alternative may be appropriate to limit the length of such underlettings. Limitation of the purpose of underlettings (e.g. to underlettings of part for community use) may be appropriate.

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 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 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 incurred by the Landlord:-

3.16.1 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 [●] months after the Termination Date;

3.16.2 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);

3.16.3 in or in contemplation of 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.

- 3.17 VAT

3.17.1 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;

3.17.2 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.

3.18 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 [●] 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.

3.19 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 relating to them.

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 the Landlord.

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 paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely;¹³
- 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

(xiii) ¹³ Note that insurance monies belong to the Landlord. If the Academy Trust is paying for any buildings, or does so in the future, the parties should agree equitable provisions for a split of the insurance proceeds in the event of non-reinstatement.

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 paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely; 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.]¹⁴

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

(xiv) ¹⁴ Delete where there is no Retained Land of the Landlord.

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 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 [**Academy Trust**] a non-exempt charity and the restrictions on dispositions imposed by section 117 to 121 of the Charities Act 2011 will apply to the Property (subject to section 117 (3) of that Act).]

[The property will as a result of this Lease be held by [**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 **[Local Authority]** in the presence of:- Authorised Signature)
.....
(Date)

EXECUTED (but not delivered until the date
hereof) AS A DEED by affixing the Common Seal
of **[Academy Trust]** in the presence of:- Director
.....
Secretary
.....
(Date)

SCHEDULE 1

Part 1 – The Property

ALL THAT land and buildings known as [●] 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).

[Part 2 – The Retained Land

The land and premises shown edged blue on the Plan and any land now or in the future in the ownership of the Landlord at adjacent or near the Property.]¹⁵

(xv) ¹⁵ Only applicable where land is being retained by Landlord.

SCHEDULE 2**Rights Granted¹⁶****1. Access**

The right for the Tenant and the Tenant's employees agents and visitors in common with the Landlord and all others from time to time so entitled to pass and repass with or without vehicles over and along the roadway at the Retained Land shown coloured [●] on the Plan for the purpose of obtaining access to and egress from the Property but not for any other purpose whatsoever.

2. 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).

3. Support

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

4. Car Parking

In common with the Landlord and all others from time to time entitled the [exclusive] right for the Tenant the Tenant's employees agents licensees and visitors to use the [●] car parking spaces numbered [●] within the area shown coloured [●] on the Plan (or any alternative spaces/area no less materially convenient to the Tenant which the Landlord may from time to time in writing specify) for the parking of not more than [●] motor cars but not for any other purpose whatsoever and only within the designated spaces.

5. 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:-

(xvi) ¹⁶ This Schedule is only applicable if Landlord is retaining land or has other land over which rights need to be granted. Further rights may need to be considered on a site specific basis.

5.1 causing as little damage disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and

5.2 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.

1..1.a.i.1

SCHEDULE 3

Rights Excepted and Reserved¹⁷

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 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 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.]

1..1.a.i.2

(xvii) ¹⁷ This Schedule is only applicable where the Landlord is retaining land and requires rights over the Property. Further reservations may need to be considered on a site specific basis.
(xviii)

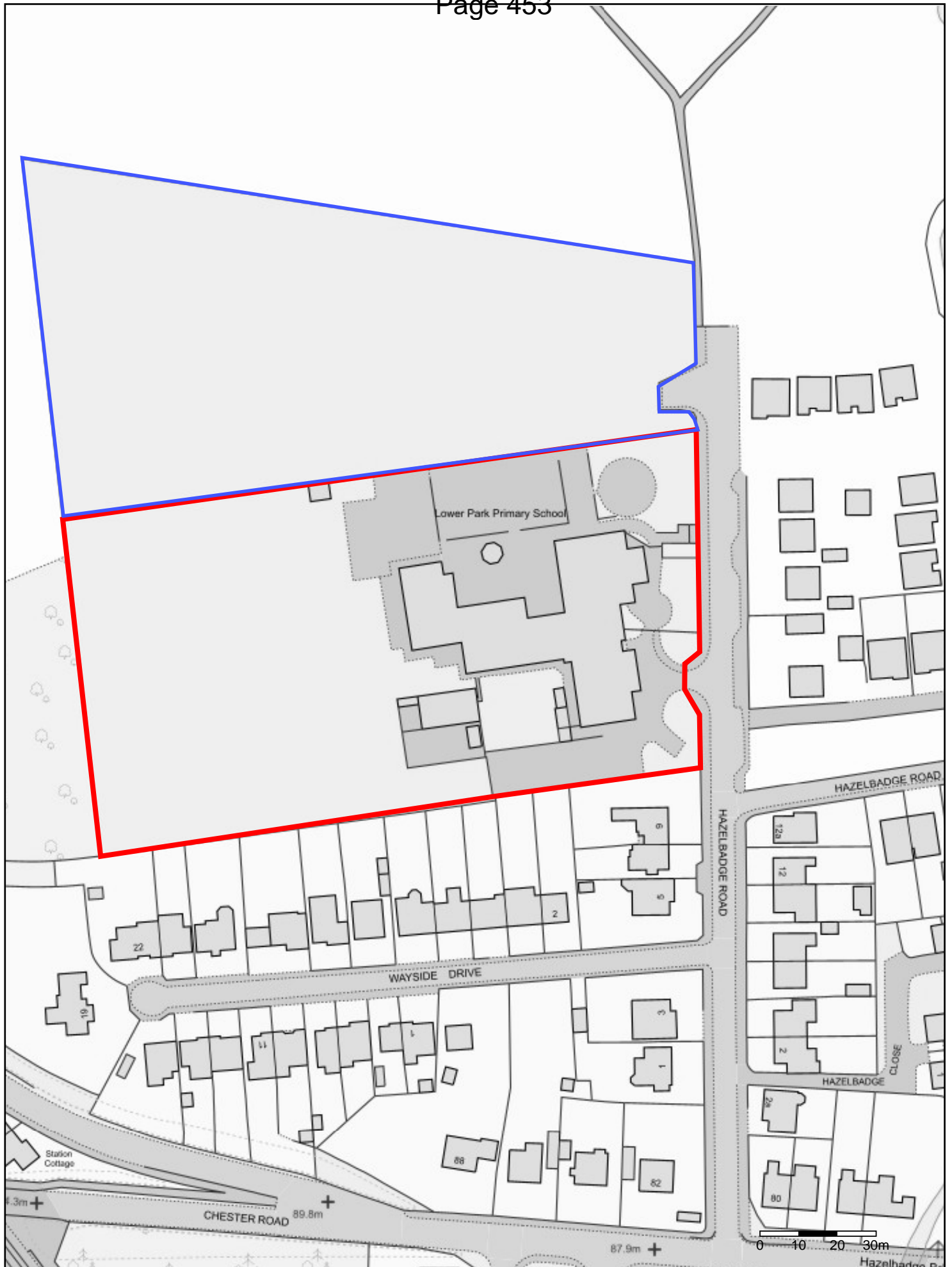
SCHEDULE 4

Landlord's Property

Details of title of Landlord's Property.¹⁸

(xix) ¹⁸ This may be the whole of the Property or the Property and additional land belonging to the Landlord. This Schedule should list all documents to which the Lease is subject on a site specific basis including, for example, pre-existing easements, aerial leases and substation leases.

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12/9/2024

Lower Park School Academy Lease 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/dfes

To: The Chair of Governors of Lower Park 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 Lower Park 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 Lower Park 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:

Signed:

Date: 23 May 2024

Vicky Beer CBE,
Regional Director

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The Fallibroome Trust, Priory Lane, Macclesfield, Cheshire, SK10 4AF
 Telephone: +44 (0) 1625 827 898 | Email: info@fallibroometrust.com | Web: www.fallibroometrust.com

September 2024

Dear Stakeholder

Presenting our new name: Halliard Trust

Earlier this year we asked our Trust community to help us choose a new name. We agreed that we needed something to help us stand out, as we look to continue our growth, to ensure all member schools are represented as equal partners.

In an open process, more than 2000 votes were cast and we settled on the Halliard Trust. Halliard is the name for a type of rope that is used to raise a sail or flag. It has many individual strands, woven together, and we think this perfectly describes our collective strength.

Having a new name meant we also took the opportunity to present a new look for the Trust. And in July we went out to the community again to ask everyone which of two logo designs they preferred.

We had a clear winner with a colourful design that depicts strands of a piece of rope, and with a new motto – “All Together Stronger Schools”.

From October 1, 2024, we will officially be known as the Halliard Trust. Our Trust website will have a new URL www.halliardtrust.com and will use the new logo and colours that have been developed by our design partners.

The new name and design will be applied to other types of communications. And in time Trust e-mails will change too – there will be further contact about this.

None of the names of our ten (soon to be eleven) Trust schools will change, and we will continue to describe our organisation as previously, highlighting our core values of Respect, Integrity and Optimism and intent to provide an exceptional education that equips every young person with the character, knowledge and skills to meet the challenges of a changing world.

We believe a new name and a new logo will help us as we move ahead with our organisational plan. Thank you for your continued support.

Jeremy Spencer, CEO



Adlington Primary School | Broken Cross Primary Academy & Nursery | Eaton Bank Academy | Fallibroome Academy
 Gawsworth Primary School | Marlborough Primary School | Nether Alderley Primary School
 Upton Priory School | Whirley Primary School | Winsford Academy

The Fallibroome Trust (Company number: 07346144).
 A company incorporated as private limited by guarantee.
 Registered Office situated in England and Wales

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OPEN

Children and Families Committee

11 November 2024

**Academisation of St John's CofE
Primary School, Heath Road, Sandbach,
Cheshire, CW11 2LE**

Report of: Theresa Leavy, Interim Executive Director of Children's Services

Report Reference No: CF/28/24-25

Ward(s) Affected: Sandbach Heath and East

Purpose of Report

- 1 This report sets out the arrangements in place to support the intended academy conversion of St John's CofE Primary School to become part of the North West Academies Trust Limited. 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 Council owned playing field being leased to them by the Council on a 125-year lease, with the charitable trust receiving funding direct from the Government.
- 6 However, as St John's CofE Primary School is a voluntary aided school, the Diocese/Trustees will retain the ownership and control of the school site. A church supplemental agreement (CSA) will act to permit the occupation of the school site by the Academy, effectively under a licence.
- 7 The Council owned playing fields will be leased to the academy trust by the Council on a 125-year lease.

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 North West Academies Trust Limited 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, and completion of a lease (see Appendix 2) to the North West Academies Trust Limited for 125 years substantially in the form of the model lease produced by DfE at a peppercorn rent. The school playing field is identifiable as shown on the accompanying redline lease plan (see Appendix 3).

Background

- 8 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.
- 9 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 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.

- 10 St John's CofE Primary School is a voluntary aided school. A voluntary aided school (VA school) is a state-funded school in England and Wales in which a foundation or trust (usually a religious organisation) contributes to building costs and has a substantial influence in the running of the school. In most cases the foundation or trust owns the buildings. The running costs of voluntary aided schools, like those of other state-maintained schools, are fully paid by central government via the local authority. They differ from other maintained schools in that only 90% of their capital costs are met by the state, with the school's foundation contributing the remaining 10%. Many VA faith schools belong to diocesan maintenance schemes or other types of funding programme to help them to manage those costs.
- 11 The Diocese of Chester are the owners of St John's CofE Primary School's buildings, equipment and the ultimate employer of the school staff. The Council own the playing field's. The governing body employs the staff and sets the admissions criteria. Responsibility for work to St John's CofE Primary School premises is shared between the school's governing body and the local authority. The LA has responsibility for the playing fields and the governing body are liable for all other capital expenditure.
- 12 On conversion, the Academy needs to formalise its occupation of the school site so that it can operate the School following conversion. In respect of the Diocese/Trustee owned land at Church Schools, the land owned by the Diocese/trustees is made available to an Academy using a Church Supplemental Agreement (CSA). The CSA sets out the terms upon which the Academy may occupy the school site. It also acts to protect the religious designation of the Academy and aims to allow the land arrangements to continue 'as is' following conversion.
- 13 The main difference between the CSA and a lease is that the Academy will not be granted an interest in the school site under the CSA which can be registered at the Land Registry. The CSA acts only to permit the occupation of the school site by the Academy, effectively under a licence. The Diocese/Trustees retain the ownership and control of the school site.
- 14 The school received an Inadequate inspection on 26 September 2023, and subsequently received a directive academy order (DAO) on 16 February 2024 (see Appendix 4). A DAO is a legal instruction which ultimately leads to a maintained school academising and joining a multi academy trust (MAT). In most cases, a DAO is triggered by an inadequate Ofsted judgement or being judged less than good twice. The Department for Education North West Regional Director selects the Trust sponsor and it is the LA's responsibility to support in enabling the conversion to happen as swiftly as possible.
- 15 The planned transfer of St John's CofE Primary School to the North West Academies Trust Limited is 1 January 2025. The school will be renamed St John's CofE Primary Academy.
- 16 St John's CofE Primary School is in Sandbach, Cheshire. School capacity is 210 pupils; at 7 October 2024 there were 168 pupils in the single form entry school. The main current secondary feeders are Sandbach Boys and

Sandbach High (girls) although some children do travel to Alsager or Holmes Chapel High Schools. Approximately 90% attend their local High Schools in Sandbach.

- 17 Following the school's Ofsted Inspection which had been paused in September 2023, and resumed in December 2023 an Interim Executive Board replaced the Governing Board with a Chair of Governors recommended by the LA and DfE.
- 18 North West Academies Trust Limited, The Coach House, Union Street, Chester, CH1 1QP, was established on 20 January 2014. It currently has eleven academies, one Secondary Cheshire West and Chester, three Primary Cheshire East, six Primary Cheshire West and Chester and one Primary, Shropshire. The Trustees are responsible for setting the strategic direction of the Trust and are accountable for the performance of the schools and ensuring financial probity. They also link the NWAT Central Governing Body with the Schools' Governing Bodies. The Trust want all schools to maintain their autonomy through their own governance and leadership, with each school supported by the central team.
- 19 Two Cheshire East Primary Schools converted to the Trust in September 2021, with the most recent in January 2024, 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.
- 20 The CEO works alongside the Trust School Development Partner to collaborate with Headteachers through the many challenges of running a successful school. The Trust has specialist teams in Finance, Facilities Management, People Management, Safeguarding and Marketing and work closely with Browne Jacobson Solicitors to ensure the Trust policies and procedures are the best they can be.
- 21 As the playing field used by the school is 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 in accordance with the lease. The granting of the 125-year lease will be of the school playing field and will be a peppercorn rent to the Academy, with the Academy Trust taking the responsibility of maintaining the land. The freehold interest of the playing field will remain with the Council.
- 22 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 playing field and insurance to the Academy Trust.

- 23 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.
- 24 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

- 25 Appropriate consultation and engagement has taken place as required to support the conversion. Specific Human Resources engagement is set out in sections 48, 49 and 50 below.

Reasons for Recommendations

- 26 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)."
- 27 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/government/uploads/system/uploads/attachment_data/file/91222/schools_views_on_the_perceived_benefits_and_obstacles_to_joining_a_multi-academy_trust.pdf)
- 28 St John's CofE 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.
- 29 The DfE granted a directive academy order on 16 February 2024. Under section 5B of the Academies Act 2010, as amended by the Education and Adoption Act 2016, the governing body of the school and the local authority are under a duty to take all reasonable steps to facilitate the conversion of the school into an academy.

Other Options Considered

- 30 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.
- 31 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.
- 32 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.
- 33 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

- 34 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 January 2025, the date on which the school is expected to open as an Academy.
- 35 In order to facilitate this, approval is required to enter into two legal agreements, being a lease of the playing field 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

- 36 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.

- 37 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.
- 38 The Academy will be responsible for all outgoings related to the land to include public liability and 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.
- 39 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.
- 40 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.
- 41 The Local Authority has made it clear that it expects the School and 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.
- 42 The Local Authority requires that any surplus or deficit 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.

Policy

- 43 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.
- 44 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

- 45 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.
- 46 The SoS has confirmed that the School will convert to Academy status on 1 January 2025. 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.
- 47 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

- 48 The school employees will transfer from the Governing Board of the school to the Academy Trust under TUPE regulations. The school uses the dedicated Local Authority HR service for Schools who will advise on human resource implications with the Council and the Governing Board keeping a watching brief to ensure all statutory requirements are met and often responds where Union concerns are raised.
- 49 In addition, members of staff at the school that are currently employed by the Governing Board are to transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 to the Trust under a Commercial Transfer Agreement (CTA).
- 50 The statutory TUPE consultation process is on-going and is being managed and co-ordinated by the HR Team. A formal consultation meeting will take place with relevant Unions on 24 October 2024. The minutes of the meeting will be circulated to all relevant parties.

Risk Management

- 51 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.

- 52 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.
- 53 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

- 54 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)

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

Public Health

- 56 There are no direct implications for public health.

Climate Change

- 57 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 Model Lease</p> <p>Appendix 3: St John’s CofE Primary School Lease plan (to be provided)</p> <p>Appendix 4: Academy Order for St John’s CofE Primary School</p> <p>Appendix 5: Not for publication</p>
Background Papers:	<p>Convert to an academy: documents for schools - GOV.UK (www.gov.uk)</p>



Commercial Transfer Agreement

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

November 2013

15 November 2013

OFFICIAL

DATED 2024

(1) CHESHIRE EAST COUNCIL

(2) THE GOVERNING BODY OF ST. JOHNS CE PRIMARY SCHOOL

(3) NORTHWEST ACADEMIES TRUST LIMITED

TRANSFER AGREEMENT

Re: ST. JOHNS CE PRIMARY SCHOOL

15 November 2013

OFFICIAL

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 ST. JOHNS CE PRIMARY SCHOOL of Heath Road, Sandbach, Cheshire CW11 2LE (the "Governing Body");
- (3) NORTH WEST ACADEMIES TRUST LIMITED, a company limited by guarantee registered in England and Wales (company number) whose registered office is at The Coach House, Union Street, Chester, England, CH1 1QP (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>St Johns CE 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; <u>St Johns CE Primary School</u>
“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;
<u>“School Fund”</u>	<u>means the school fund held at [INSERT NAME OF BANK] with sort code [] and account number [];</u> <u>(TAKING INSTRUCTIONS NOT ALL SCHOOLS HAVE THIS FUND)</u>
“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;

Commented [A1]: Please confirm?

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.

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- 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 [School Transferring](#) Employees have given or received notice of termination of employment nor are any of the [TransferringSchool](#) Employees the subject of any material disciplinary action nor is any [TransferringSchool](#) 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 [Transferring](#) 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 ~~or former 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 former School Employee~~, or any claim relating to the period on and before the Transfer Date; ~~(and for the avoidance of doubt, this indemnity shall apply in respect of all Losses incurred by the beneficiary of this indemnity in respect of the period after the Transfer Date where the claim (such as, without limitation, a claim for equal pay) arises out of circumstances which arose on or 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 ~~any other employer of the School Employees~~ to comply with any legal obligation to such trade union, body or person ~~which arose on or before the Transfer Date;~~ ~~and/or~~

~~7.1.4 any claim by any person (other than a Transferring Employee) in respect of which the Company or any Contractor incurs or is alleged to incur responsibility or liability as a result of the operation of the Regulations;~~

- 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

Commented [A2]: Duplication of indemnity protection in clause below regarding unexpected staff transfers

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.

7.2.4 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 on the fifteenth (15th) working day following but excluding the day upon which it becomes aware of that allegation or finding, dismiss the employee with immediate effect; 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, and any other claim brought by or on behalf of that person.

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;

7.2.2(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 ~~(in respect of Transferring Employees employed by the Company), and shall use reasonable endeavours to procure that any Contractor shall (in respect of Transferring Employees employed by the Contractor),~~ 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 ~~Transferring 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

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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 [Transferring 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

[INSERT LIST OF CHESS ARRANGEMENTS AND ANY OTHER CONTRACTS]

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.
- 4. ~~[The School Fund]~~ **THIS DOES NOT ALWAYS APPLY. CHECK WITH SCHOOLS FINANCE.**

Commented [A3]: Please confirm?

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 _____ **2025**

(1) CHESHIRE EAST BOROUGH COUNCIL

- and -

(2) NORTH WEST ACADEMIES TRUST LIMITED

LEASE

Property:	Playing Fields St Johns C of E Primary School, Heath Road, Sandbach
Term:	125 years

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE¹

LR1.	Date of lease:	01 January 2025
LR2.	Title number(s):	LR2.1 Landlord's title number(s): CH535093
		LR2.2 Other title number(s): None
LR3.	Parties to this lease:	
	Landlord:	Cheshire East Borough Council of Delamere House Delamere Street, Crewe, CW1 2JZ
	Tenant:	North West Academies Trust Limited whose registered office is at The Coach House, Union Street, Chester, Cheshire CH1 1QP (Company Registration Number: 08852553)
	Surety:	N/A
LR4.	Property: (referred to in the remainder of this lease as the "Property")	Please see the definition of "Property" in clause 1.1
LR5.	Prescribed statements etc:	The statement 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")	The term is as follows: 125 years from and including 1 January 2025
LR7.	Premium:	None

1

LR8.	Prohibitions or restrictions on disposing of this lease:	This lease contains a provision that prohibits or restricts dispositions.
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 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 of2025

BETWEEN:

- (1) **CHESHIRE EAST BOROUGH COUNCIL** of Delamere House Delamere Street, Crewe, CW1 2JZ ("the **Landlord**")
- (2) **NORTH WEST ACADEMIES TRUST LIMITED** (Company No 08852553) [(Charity No []) whose registered office is at The Coach House, Union Street, Chester, Cheshire CH1 1QP ("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 Water Resources Act 1991, the Water Industry Act 1991, Environmental Act 2021 and any other Law or Laws of a similar nature in force at any time during the Term;
"Fixtures and Fittings"	and 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) [name of

Academy Trust] [supplemental to a Master Funding Agreement made between the same parties]²; 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 including the Property registered at the Land Registry under Title Number CH535093

"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

(i) ² These words are only relevant where the Authority and the Academy Trust have an existing Master Funding Agreement in place.

	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 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"	<p>the full cost of reinstating the Property including:-</p> <ul style="list-style-type: none"> (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;
“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"	1 January 2025
"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 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;
- 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 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 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 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 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 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 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4.

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 Retained Land 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);

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 for the avoidance of doubt all buildings structures landscaping and other erections) 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;

- 3.3.2 To notify the Landlord in writing immediately 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) upon reasonable prior 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 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.

3.5 Alterations and Additions

- 3.5.1 Not to commit any 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 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 an 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 adversely affect the value of the Landlord's reversionary interest in the Property;³

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

(ii)

³ If alterations are to be funded by the Tenant out of its own monies, rather than under the Funding Agreement, thought will need to be given in the licence for alterations as to how clause 5.1.3 (ownership of insurance proceeds on non-reinstatement) may need to be amended.

- (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 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 hinders access to a Conduit.
- 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 2007 ("CDM Regulations") in relation to any works carried out at the Property, 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 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.

3.8 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 North West Academies Trust Limited 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

- 3.12.1 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:
- 3.12.2 (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 North West Academies Trust Limited from time to time) where no relationship of landlord and tenant arises as a result of such occupation;
- 3.12.3 Not to hold the Property or any part or parts of the Property or this Lease on trust for another;

- 3.12.4 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property;
- 3.12.5 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;
- 3.12.6 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 at the Tenants cost, a certified copy of such assignment or transfer to the Landlord.
- 3.12.7 Not to underlet any part or parts or the whole of the Property;
- 3.12.8 Not to charge the whole or any part or parts of the Property
- 3.13 Rights of Light and Encroachments

Not to obstruct any windows or lights belonging to the Property nor to 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 immediate notice of it to the Landlord.
- 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 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 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 incurred by the Landlord:-

- 3.16.1 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;
- 3.16.2 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);
- 3.16.3 in or in contemplation of 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.

3.17 VAT

- 3.17.1 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;
- 3.17.2 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.

3.18 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 fourteen 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.

3.19 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 relating to them.

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 the Landlord.

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 paid by the

Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely;⁴

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 paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely; 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

(iii)

⁴ Note that insurance monies belong to the Landlord. If the Academy Trust is paying for any buildings, or does so in the future, the parties should agree equitable provisions for a split of the insurance proceeds in the event of non-reinstatement.

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 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 **North West Academies Trust Limited** 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 Signatory
.....
(Date)

EXECUTED (but not delivered until the date hereof) AS A DEED by **STEPHEN EDWARD DOCKING**, a director, for and on behalf of **NORTH WEST ACADEMIES TRUST LIMITED** in the presence of:-

.....
Director
.....
Witness Signature

.....
(Date)
Name

.....
Address

SCHEDULE 1

Part 1 – The Property

ALL THAT land known Land on the east side of St John's C of E Primary School, Heath Road, Sandbach (CW11 0LS) being a playing field registered under title No CH535093, 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 hedges, fences and railings and other structures abutting the highway.

but does not include any interest in the highways known as Heath Road.

Part 2 – The Retained Land

N/A

SCHEDULE 2

Rights Granted

N/A

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1..1.a.i.2

1..1.a.i.3

1..1.a.i.4

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SCHEDULE 3

Rights Excepted and Reserved

1..1.a.i.26

1..1.a.i.27 N/A

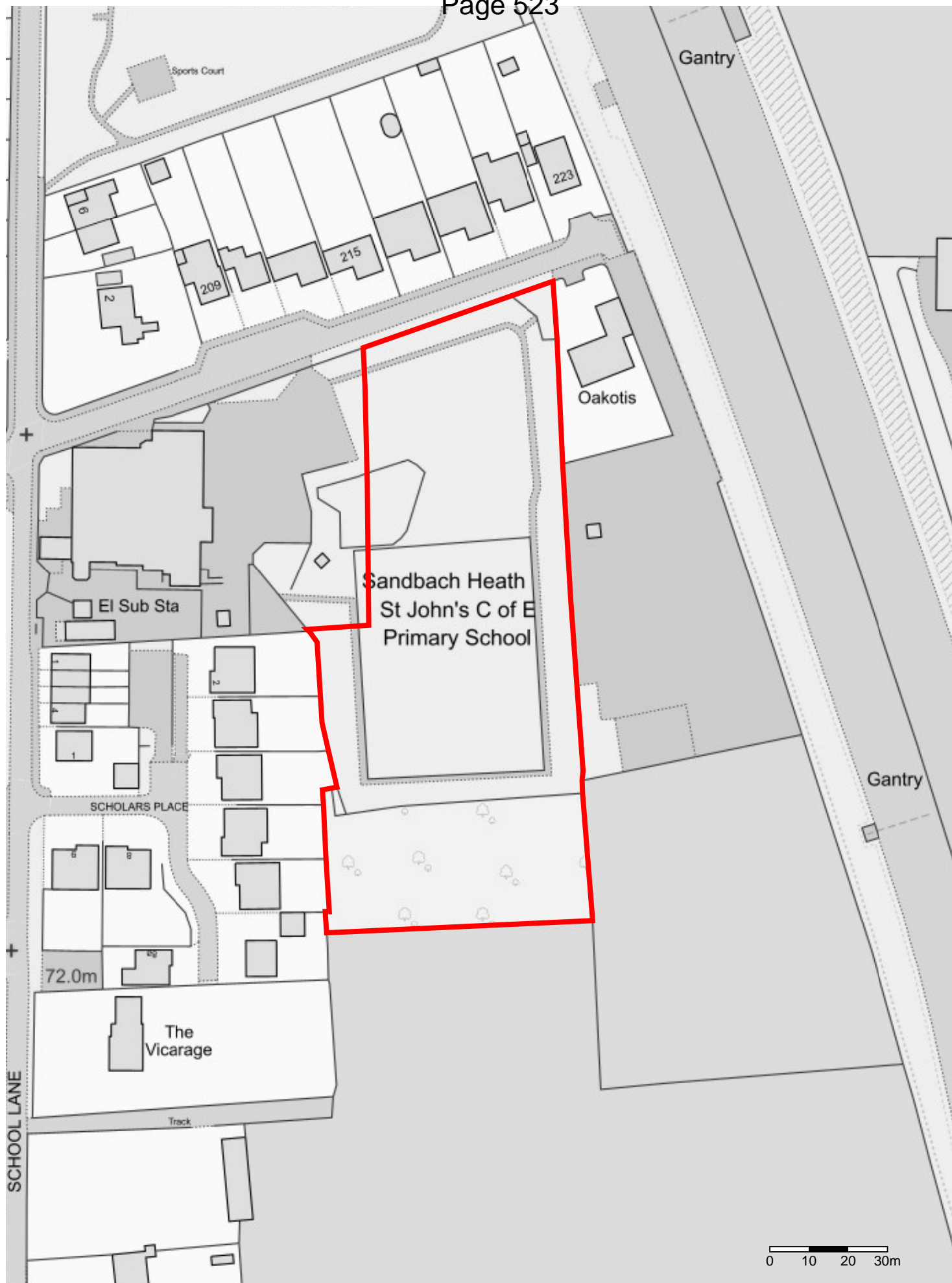
SCHEDULE 4

Landlord's Property

Details of title of Landlord's Property.

All the land on the east side of St John's C of E Primary School, Heath Road, Sandbach (CW11 0LS), registered under Title No CH535093. This is the entirety of the Landlord's Property at this location and is subject to the entries on the title register.

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3/10/2024

St Johns Academy Lease 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 St John's CofE Primary School

Cheshire East Council

ACADEMY ORDER

1. This is an Academy Order made further to section 4(A1) of the Academies Act 2010.
2. I hereby order that on the conversion date St John's CofE 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 St John's CofE 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:

Signed:..... Date: 16 February 2024

**Vicky Beer CBE,
Regional Director**

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OPEN

Children and Families Committee

11 November 2024

Academisation of Gainsborough Primary and Nursery School, Belgrave Road, Crewe - Identification of Remedial Works

Report of: Theresa Leavy, Executive Director of Childrens Services

Report Reference No: CF/43/24-25

Ward(s) Affected: Crewe South

For Decision or Scrutiny: Decision

Purpose of Report

- 1 To seek authority for an amendment to the proposed Commercial Transfer Agreement (CTA) as part of the academy conversion process for Gainsborough Primary School, to allow for the funding of the required remedial works post conversion This follows the identification of a failure to the floor screed at the school in areas that were extended in 2007,

Executive Summary

- 2 At the meeting on 3 June 2024, the Children and Families Committee resolved the following in relation to the proposed academy conversion of Gainsborough Primary School. (This school is part of the Sercombe Federation with Cledford Primary School and both schools are intending to convert simultaneously).

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.

- 5 Following initial concerns raised by the school, an inspection of the floor screed was undertaken in July 2023 by David Trowler Associates on behalf of the Council. The subsequent report noted that the issues with the screed in the 2007 extension have the potential to be significant, possibly requiring the screed to be replaced for the full extent of the extension, and also possibly involve the replacement of the underfloor heating. Further investigation was recommended and commissioned to determine the exact cause of the defects, and their full extent, with Manchester Building and Testing Laboratories Ltd. The outcome, which was only received in September 2024 is to “recommend removal and replacement of the flooring providing adequate replacement criteria/conditions can be met.”
- 6 Based on the above, the conversion of Gainsborough Primary has been postponed from 1 September 2024 with a potential revised conversion date of 1 February 2025. 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.
- 7 As the remedial works would be best carried out during the summer holiday period, conversion prior to this date would require a provision within the Commercial Transfer Agreement to allow for the future undertaking of the required remedial works post conversion. Cheshire East Council does not routinely include such provision in to a Commercial Transfer Agreement for a school wishing to convert to academy status. However, this has been requested by the Trust in this case.
- 8 The cost of the remedial work, including replacement of the heating system within the affected areas would be funded from the School Condition Allocation capital grant from the DfE to support essential maintenance on maintained local authority schools.
- 9 The school is still able to be used on a daily basis and any interim safety measures will be undertaken, as required.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Approve the capital expenditure required to carry out the remedial works at Gainsborough Primary School. The details of this are referred to in appendix 1.
2. Give authority for an amendment to the proposed Commercial Transfer Agreement to allow for the funding of the required remedial works post conversion and to avoid further delay to the conversion date.
3. Agree that the funding for these works be provided through a formal grant agreement process, in accordance with existing arrangements for funding of Academy projects.

Background

- 10 Some initial concerns were raised by Gainsborough Primary School over the condition of their floor screed in early 2023, prior to their application to convert to academy status. The school subsequently applied to the Department for Education (DfE) to become an academy and the Academy Order was granted on 19 December 2023. This conversion has now been delayed.
- 11 It was agreed that a consultant surveyor be appointed to undertake an inspection of the floor screed areas affected which appeared to be in areas extended in 2007 and 2013. This survey was undertaken in July 2023. The report concluded that, whilst the floor defects to the small 2013 extension are minor and can be repaired for a relatively low cost, the problems with the 2007 extension areas were more significant.
- 12 The defects noted are potentially significant and could require the complete replacement of the screed for the full extent of the 2013 extension. If a replacement screed is required, this would need to be laid at a thicker depth than the existing screed which could mean the insulation and underfloor heating would need to be removed and replaced with a traditional heating system.
- 13 Further investigation was required to determine the exact cause of the defects, and their full extent. This comprised of:
 1. Review of specifications / drawings from original construction.
 2. Laboratory testing of screed samples.
 3. On site screed testing using BRE Screed Tester - typically 6 no. tests per classroom.

- 14 Due to the specialist nature of the sampling, the identification and appointment of the suitable consultant took a considerable amount of time, with the specialist being commissioned in May 2024.
- 15 A company was appointed to carry out the sampling, their subsequent report refers to a lack of cohesive strength within the floor screed mix and a too-dry mix. The recommendation was to remove and replace the flooring providing adequate replacement criteria/conditions can be met. This would also necessitate the replacement of the existing underfloor heating system.

Consultation and Engagement

- 16 Specific meetings in respect of the flooring issues with representatives from the Sercombe Federation, Alexandra Academy Trust and officer representatives from Cheshire East have taken place on 24 September 2024 and 17 October 2024.

Reasons for Recommendations

- 17 The DfE granted an academy order in December 2023 and 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.
- 18 The circumstances in this case are exceptional, with the extent of works required only recently having been identified and being after the issuing of the Academy conversion order.

Other Options Considered

- 19 The Council's consent is not required for the school to convert to an academy, but it 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.
- 20 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.
- 21 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.

Option	Impact	Risk
Do nothing	Academy Trust will be reluctant to take on the liability.	Conversion will be delayed
Amend Commercial Transfer Agreement to include a commitment to undertake remedial works.	Academy Transfer is not subject to further delay.	Works can be undertaken in summer 2025. Full timescale for the works has not yet been confirmed and may not be completed over the summer holiday period. Therefore, contingency arrangements may be required for term time works.

Implications and Comments

Monitoring Officer/Legal

- 21 Under section **5B (1)** of the **Academies Act 2010** [as amended]
Where an Academy order under section 4(A1) or (1)(b) has effect in respect of a school, the governing body of the school and the local authority must take all reasonable steps to facilitate the conversion of the school into an Academy.

The Academy Order was issued for Gainsborough School on 19.12.2023 by the Secretary of State for Education.

On 03.06.2024 the Children and Families Committee authorised the relevant Directors of the Council to take all necessary steps to agree and execute the Commercial Transfer Agreement [CTA] in relation to transfer of assets and staff and completion of 125 years lease for transfer of the land to the Academy Trust on the agreed documentation at that point.

As noted in this report issues then came to light regarding disrepair at the school and the potential health and safety concerns this raised, with a request made for an amendment to the CTA to facilitate the repair by the Council post transfer.

The Department for Education's guidance on Academy conversion expects that their standard model CTA and 125-year lease are used in the conversion process and that they do not expect any changes to the model CTA except in exceptional circumstances and that Council should also confirm to Department for Education project lead that the final agreement does not transfer any additional liabilities to the academy trust.

The Department for Education expect that a school is transferred with no outstanding health and safety concerns. That further a date for conversion could not be agreed by the Department for Education until the flooring issue had been satisfactorily resolved.

The Council is therefore required to transfer the school in safe condition

- 22 A decision has been made by the Council to fund and deal with the necessary repairs as highlighted in the report and therefore it will be necessary to make an amendment to the CTA to provide for this work to be carried out post transfer is required and needs to be authorised.

Under section 6 of the **Academies Act 2010** [as amended]

Effect of Academy order

(1) This section applies if an Academy order has effect in respect of a school.

(2) The local authority must cease to maintain the school on the date ("the conversion date") on which the school, or an educational institution that replaces it, opens as an Academy ("the Academy").

(2A) Subsection (2) does not prohibit the local authority from providing financial or other assistance in respect of the Academy, including by—

(a) making payments in respect of some (but not all) of the expenses of maintaining the Academy,

(b) providing premises, goods or services for the Academy, or

(c) making premises, goods or services available to be used for the purposes of the Academy.

Failure to amend the CTA, will further delay the conversion and potentially have reputational damage to the Council. The Department for Education is also empowered under section 8 of the **Academies Act 2010** [as amended]

The Secretary of State may make a scheme (a "transfer scheme") in relation to the conversion which inter alia allows it to apportion rights and liabilities. Given the position of Department for Education on liabilities and safety of the buildings to be transferred, exercise of this right could be a possibility.

Section 151 Officer/Finance

- 23 The anticipated capital cost of the replacement floor screed and consequential heating improvements is detailed in appendix 1.

- 24 This will be funded from the School Condition Allocation DfE capital grant.

Policy

- 25 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.
- 26 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

- 27 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. 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.
- 28 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

- 29 There are no direct human Resources implications associated with this report.

Risk Management

- 30 Remedial works would need to be undertaken in summer 2025. The full timescale for the works has not yet been confirmed and may not be fully completed over the summer holiday period, given their scope and complexity. Therefore, contingency arrangements may be required for term time works.

Rural Communities

31 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)

32 The timescale for the remedial works may impact on the availability of teaching accommodation. The implications for this will be explored as the project develops.

Public Health

33 There are no direct implications for public health.

Climate Change

34 There are no direct implications for climate change.

Access to Information	
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Appendices:	Appendix 1
Background Papers:	Convert to an academy: documents for schools - GOV.UK (www.gov.uk)

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	Is the report for decision or scrutiny?
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	Decision/Scrutiny
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 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	Decision/Scrutiny

CF/35/24-25	13/01/25	ILACS Improvement Plan Progress	To update committee on progress against the improvement plan to address the findings from the Ofsted inspection of local authority children's services (ILACS) in February and March 2024, and to ensure committee can scrutinise impact on outcomes for children and young people.	Director of Improvement	N/A	No	Fair	No	No	Scrutiny
CF/20/24-25	10/02/25	Schools Funding Formula and Early Years Funding Formula 2025/26	To provide committee with an update on the Dedicated School Grant (DSG) for 2024/25. To request approval for the allocation of each sub block making up the DSG. To request approval of the schools funding formula and early years funding formula following recommendations from the Schools Forum. To request approval to provide delegated authority to the Executive Director of Children's Services to use the funds in accordance with the relevant guidance and	Director of Education, Strong Start and Integration	Yes	No	Open	No	No	Decision

			proposed funding formula methods.							
CF/36/24-25	10/02/25	Determination of the Admissions Arrangements for 2026-27	To determine the School Admissions Arrangements for 2026-27 following consultation	Director of Education, Strong Start and Integration	No	Yes	Open	No	Yes	Decision
CF/37/24-25	10/02/25	ILACS Improvement Plan Progress	To update committee on progress against the improvement plan to address the findings from the Ofsted inspection of local authority children's services (ILACS) in February and March 2024, and to ensure committee can scrutinise impact on outcomes for children and young people.	Director of Improvement	N/A	No	Fair	No	No	Scrutiny
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	Scrutiny

CF/38/24-25	07/04/25	ILACS Improvement Plan Progress	To update committee on progress against the improvement plan to address the findings from the Ofsted inspection of local authority children's services (ILACS) in February and March 2024, and to ensure committee can scrutinise impact on outcomes for children and young people.	Director of Improvement	N/A	No	Fair	No	No	Scrutiny
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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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