

# Children and Families Committee

## Agenda

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<b>Date:</b>	<b>Monday, 7th April, 2025</b>
<b>Time:</b>	<b>2.00 pm</b>
<b>Venue:</b>	<b>The Capesthorne Room - Town Hall, Macclesfield SK10 1EA</b>

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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 10 February 2025.

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For requests for further information

**Contact:** Karen Shuker

**Tel:** 01270 686459

**E-Mail:** [karen.shuker@cheshireeast.gov.uk](mailto:karen.shuker@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. **Service Budgets 2025/26 (Children & Families Committee) (Pages 13 - 54)**

To consider the report which sets out the allocation of approved budgets for 2025-26.

#### 6. **Children and Families Capital Programme -Capital schemes (including new, named, and amended schemes and School Condition Programme) (Pages 55 - 84)**

To consider a report on the Children and families Capital Programme – Capital schemes (including new, named, and amended schemes and School Condition Programme).

#### 7. **Improvement Plan Progress Update (Pages 85 - 158)**

To provide 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 and an update on the findings from the first Ofsted monitoring visit on the front door.

#### 8. **Delivery proposals for the Household Support Fund (HSF7) 2025/26 (Pages 159 - 170)**

To consider a report on the proposed delivery model of the Household Support Fund for 2025/26.

#### 9. **Academisation of St. Mary's Catholic Primary School, Middlewich (Pages 171 - 246)**

To consider a report on the academisation of Academisation of St. Mary's Catholic Primary School, Middlewich.

#### 10. **Academisation Forward Plan (Pages 247 - 254)**

To receive an update on the forward plan for academisation.

11. **Work Programme** (Pages 255 - 260)

To consider the Work Programme and determine any required amendments.

12. **Minutes of Sub-Committees** (Pages 261 - 264)

To note the minutes of the Cared for Children and Care Leavers Committee meeting held on 3 December 2024.

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

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**CHESHIRE EAST COUNCIL**

Minutes of a meeting of the **Children and Families Committee**  
held on Monday, 10th February, 2025 in the Capesthorne Room - Town Hall,  
Macclesfield SK10 1EA

**PRESENT**

Councillor C Bulman (Chair)

Councillors R Bailey, M Beanland, S Bennett-Wake, J Bird, N Cook,  
B Posnett, B Puddicombe, J Saunders, G Smith, S Adams, D Edwardes and  
H Seddon

**OFFICERS IN ATTENDANCE**

Joanne Bowkett – Team Manager, Admissions, Transport and Fair Access

Alex Cooper – Project Manager - Education

Claire Williamson, Director of Education, Strong Start, and Integration

Lisa Davies, Interim Improvement Director Children's Services

Richard Nash, Interim Director of Family Help and Children's Social Care

Nikki Wood-Hill, Finance Manager

Karen Shuker, Democratic Services Officer

Janet Witkowski - Acting Governance, Compliance and Monitoring Officer

**76 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors L Crane, E Gilman,  
and G Hayes.

Councillors S Adams, D Edwardes and H Seddon were present as  
substitutes.

**77 DECLARATIONS OF INTEREST**

In relation to item 8 Academisation of Hurdsfield Community Primary  
School Councillor S Bennett-Wake declared that she was an employee of  
the Aspire Academy Trust, and a shop steward for the Schools Union and  
in the interests of openness and transparency would not take part in the  
debate and vote.

In relation to item 8 Academisation of Hurdsfield Community Primary  
School Councillor B Puddicombe declared that he was a governor at Ivy  
Bank Primary School which was part of the Aspire Academy Trust and in  
the interests of openness and transparency would not take part in the  
debate and vote.

**78 MINUTES OF PREVIOUS MEETING**

**RESOLVED:**

That the minutes of the meeting held on 13 January 2025 be agreed as a correct record.

**79 PUBLIC SPEAKING/OPEN SESSION**

There were no public speakers.

**80 SCHOOLS FUNDING FORMULA AND EARLY YEARS FUNDING FORMULA 2025/26**

*Councillors G Smith joined the meeting during consideration of this item.*

The Committee considered a report on the Schools Funding Formula and Early Years Funding Formula for 2025/26.

The Committee were asked to take into account the recommendation from the Schools Forum when considering the schools funding formula.

Officers reported that from a financial perspective linked to the DSG management plan the recommendation would be to approve the 0.7%.

It was noted that there was a typo in the table at paragraph 11, page 30 of the report and that the third column heading should say 2025/26.

Officers referenced the 7-year plan that was in place to reduce the Dedicated Schools Grant (DSG) deficit and explained that the plan had been built around a 0.7% transfer so further mitigations would be required if the 0.7% transfer was not agreed. Despite not being approved for the Safety Valve programme, officers had continued to work alongside a Department of Education (DfE) advisor, and they had provided support for the 7-year plan.

Although officers had provided additional support for schools giving a breakdown and clearer understanding of the schools funding formula, and encouraging more attendance at the Schools Forum, there were concerns raised by the Committee that there had been a low turnout at the meeting of the Schools Forum at which the recommendations to Children and Families Committee were voted on. Members requested update reports in year on the steps being taken to improve attendance.

The Committee also raised concerns around the poor response to the consultation and asked what impact it would have on the Councils relationship with schools if the Committee agreed to approve a transfer of 0.7% from the school's block to the high needs block despite the Schools Forum recommending a transfer of 0.5%.

Officers assured the Committee that the difference between the 0.5% and 0.7% of £600k would be redistributed to schools, focusing on inclusion, and providing support such as bringing support staff directly into classrooms which was already having an impact. Historically money remaining in schools had not worked and to drive transformation support needed to be put in place for schools to start doing things differently and this was being done as a partnership with the Council.

Officers agreed to take the Committees comments back to the Schools Forum.

The recommendations were proposed and seconded, and on being put to the vote a recorded vote was requested for recommendation 1va with the following results:

### **FOR**

Councillors S Adams, R Bailey, N Cook, D Edwardes, B Posnett, J Saunders

### **AGAINST**

Councillors C Bulman, B Puddicombe, H Seddon, G Smith

### **NOT VOTING**

Councillors M Beanland, S Bennett-Wake

The motion was declared carried with 6 votes for, 4 votes against and 2 not voting.

### **RESOLVED:**

That the Children and Families Committee:

#### **Schools Block (by Majority)**

1. Approve a formula for the adoption of the Schools Funding Formula 2025/26:
  - i. The use of a local funding formula that uses the Department for Education (DfE) national funding formula factors, uplifted for the Cheshire East area cost adjustment, and with any additional funding being allocated via the basic entitlement factor. The formula factors are set out at Appendix 2 of the report.
  - ii. The use of -0.5% as the minimum funding guarantee percentage.
  - iii. The use of notional SEN formula of 100% Low Attainment, 50% FSM and FSM6, 25% IDACHI.
  - iv. Setting a local Growth Fund at a value of £0.757m.
  - v. a. Approve the level of block transfer of 0.5% to implement from the school's block to the high needs block.
2. Provide delegated authority to the Executive Director of Children's Services to use the schools block grant and the mainstream

schools additional grant in accordance with relevant guidance during 2025/26.

3. Provide delegated authority to the Executive Director of Children's Services to make disapplication's to the DfE should it be required during 2025/26.

**Early Years Block** (by Majority)

4. Approve the following for the adoption of the Early Years Funding Formula for 2025/26:
  - i. The continued use of the current funding formula that passes 95% of the funding allocation to providers of the early education entitlements and increase the hourly rates by the same percentage increase as the increased funding from the DfE.
  - ii. Continue to allocate up to 2% of the funding allocation to create a Special Educational Needs Inclusion Fund (SENIF).
  - iii. The new funding rates. The proposed rates for 2025/26 are set out at Appendix 4 of the report.
5. Provide delegated authority to the Executive Director of Children's Services to accept in-year budget increases and use the early years grant in accordance with relevant guidance during 2025/26.
6. Delegate authority to the Head of Service Early Years, Family Help & Prevention to enter into revised contracts with providers in accordance with the DfE funding increase during 2025/26.

**High Needs Block** (by Majority)

7. That the committee approves the provisional budget allocations of the high needs block and additional high needs funding as set out in **Appendix 5**.
8. Provides delegated authority to the Executive Director of Children's Services to use the high needs block and additional high needs funding in accordance with relevant guidance during 2025/26.

**Central Schools Services Block** (by Majority)

9. That the committee approves the provisional budget allocations and use of the central school's services block as per Appendix 6 of the report.
10. Provides delegated authority to the Executive Director of Children's Services to use the Central Schools Services grant in accordance with relevant guidance during 2025/26.

*Councillor J Bird joined the meeting.*



**81 DETERMINATION OF THE CO-ORDINATED SCHEME AND ADMISSIONS ARRANGEMENTS FOR 2026-27**

The Committee considered a report which sought approval to determine the Co-ordinated Scheme and Admissions Arrangements to comply with the statutory duty.

Consultation feedback had been largely positive, and the key changes were outlined which were included in appendix 6 of the report.

**RESOLVED:** (Unanimously)

That the Children and Families Committee

1. Determine the Co-ordinated Scheme and Admissions Arrangements for 2026-27 in line with the School Admission Code.

**82 ACADEMISATION OF ST BENEDICTS PRIMARY SCHOOL**

The Committee considered a report on the proposed academy conversion of St Benedict's Catholic Primary School to become part of the Our Lady Help of Christians Catholic Academy Trust.

**RESOLVED** (By Majority)

The Children and Families Committee

1. Authorise the Executive Director of Children's Services in consultation with the Chief Finance Officer and the Acting Governance, Compliance and Monitoring Officer to take all steps necessary to agree and execute the Commercial Transfer Agreement (Appendix 1) to Our Lady Help of Christians Catholic 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, and completion of a lease (see Appendix 2) to Our Lady Help of Christians Catholic Academy Trust 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).

**83 ACADEMISATION OF HURDSFIELD COMMUNITY PRIMARY SCHOOL**

*Councillor S Bennett-Wake & Councillor B Puddicombe left the meeting during consideration of this item*

The Committee were asked to consider a report on the intended academy conversion of Hurdsfield Community Primary School to become part of The Aspire Educational Trust.

Prior to consideration of the item Councillor S Adams requested information from officers that was considered to be exempt. The Committee agreed to defer the item to later in the agenda so that officers could provide a response to the question raised.

*Councillor S Bennett-Wake & Councillor B Puddicombe returned to the meeting.*

**84 BRIEFING AROUND SCHOOLS FORECASTING FINANCIAL DEFICITS IN 2024/25**

The Committee received an update regarding maintained schools which were currently forecasting to end 2024/25 in a financial deficit position, and information on the activity taking place in order to support those schools with their recovery planning.

In respect of a question raised about what support was being given to help those schools put business plans together to help them with their financial situation officers reported that plans would be monitored every 3 months and there had been a balanced approach of challenge and support.

During consideration of the item, the Committee resolved to move into part 2 to consider the confidential appendix to the report.

**RESOLVED:**

That the update be noted.

**85 EXCLUSION OF THE PRESS AND PUBLIC**

That the press and public be excluded from the meeting during consideration of the following item pursuant to Section 100(A)(4) of the Local Government Act 1972 as amended on the grounds that it involved the likely disclosure of exempt information as defined in Paragraph 2 of Part 1 of Schedule 12A of the Local Government Act 1972 and the public interest would not be served in publishing this information.

**86 BRIEFING AROUND SCHOOLS FORECASTING FINANCIAL DEFICITS IN 2024/25**

The Committee considered the confidential appendix.

**RESOLVED:**

That the confidential appendix be noted.

**87 ACADEMISATION OF HURDSFIELD COMMUNITY PRIMARY SCHOOL**

*Councillor S Bennett-Wake & Councillor B Puddicombe left the meeting during consideration of this item and took no part in the vote.*

The Committee considered the exempt information in relation to the academisation of Hurdsfield Community Primary School.

**88 READMITTANCE OF THE PRESS AND PUBLIC**

**RESOLVED:**

That the press and public be re-admitted to the meeting.

**89 ACADEMISATION OF HURDSFIELD COMMUNITY PRIMARY SCHOOL**

The Committee considered the recommendations in the report.

**RESOLVED:** (By Majority)

The Children's and Families committee:

1. Authorise the Executive Director of Children's Services in consultation with the Chief Finance Officer and the Acting Governance, Compliance and Monitoring Officer to take all steps necessary to agree and execute the Commercial Transfer Agreement (Appendix 1) to The Aspire Educational 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 Aspire Educational 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).

*Councillor S Bennett-Wake & Councillor B Puddicombe returned to the meeting*

**90 WORK PROGRAMME**

The committee considered the work programme.

Members were asked to review the work programme and contact the Chair or Democratic Services with any suggestions of scrutiny items that they would like to put forward for the Committee.

The following was noted

- A request was made to receive an update, or a report be brought back to Committee on the Kingsbourne Academy Primary School.
- Household Support Fund – Suggested as a potential topic for a scrutiny task and finish group.
- A request was made for the Chief Executive to write to the DfE and lobby local MPs in respect of the Capital Programme specifically in relation to the future use of Westfields.
- That an item on the work of the Schools Forum be included on the work programme so that the Committee could assure themselves that the relationship between the Council and Schools was moving forward.
- That the annual report item on frontline visits be added to the work programme.
- That an update on the schools forecasting a financial deficit be brought back to Committee.
- That topical issues were included on the work programme rather than themed issues.

Additionally, there were concerns raised about the Cheshire Without Abuse Service being brought in-house without prior discussion at the Children and Families Committee. Assurance was sought for future decisions to be discussed at Committee, and an update on the in-house service was requested.

Officers reported that the Cheshire Without Abuse contract had concluded, and the provider had withdrawn from the procurement process. Officers agreed to bring a report to Committee with plans around the domestic abuse and child exploitation position.

Members raised concerns about the consistency of decision making across committees, and it was requested that Task and Finish Groups have clear timescales and report back to Committee for accountability and reassurance for residents.

### **RESOLVED:**

That the work programme be noted.

The meeting commenced at 2.00 pm and concluded at 3.55 pm

Councillor C Bulman (Chair)

OPEN

## **Children and Families Committee**

**7 April 2025**

### **Service Budgets 2025/26**

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**Report of: Adele Taylor, Interim Executive Director of Resources  
(s151 Officer)**

**Report Reference No: CF/16/24-25**

**Ward(s) Affected: All Wards**

#### **Purpose of Report**

- 1 This report sets out the allocation of the approved budgets for 2025/26 to the Children and Families Committee.
- 2 The report contributes to the commitment of being an effective and enabling Council.

#### **Executive Summary**

- 3 The Medium-Term Financial Strategy (MTFS) for Cheshire East Council for the four years 2025/26 to 2028/29 was approved by full Council on 26 February 2025.
- 4 Service committees are being allocated budgets for 2025/26 in line with the approved MTFS. The financial reporting cycle will provide regular updates on progress on delivery of the budget change items, the forecast outturn position, progress on capital schemes, movement on reserves and details of any supplementary estimates and virements.
- 5 The financial reporting timetable for 2025/26 was approved by Finance Sub-Committee on 10 March 2025 and is included at Annex B.
- 6 Following on from the implementation in 2024/25, in addition to the usual comprehensive reporting at First, Second and Third Financial Reviews (September, November and January cycles) and in recognition of the Council's continuing challenging financial position and the importance of achieving a balanced outturn, service committee

meetings during 2025/26 will continue to receive an update report on the delivery of the approved budget change items. This will be based on the Section 2 items shown in Annex A, for each respective committee, and will include RAG-rating and accompanying commentary in respect of each item.

#### RECOMMENDATIONS

The Children and Families Committee is recommended:

1. To note the decision of the Finance Sub-Committee to allocate the approved revenue and capital budgets, related budget changes items and earmarked reserves to the Children and Families Committee, as set out in Annex A.
2. To note the financial reporting timetable for 2025/26 set out in Annex B as approved at Finance Sub-Committee on 10 March 2025.

#### Background

- 7 All councils are legally required to set a balanced budget each year. The MTFS for 2025-29 was approved by full Council on 26 February 2025.
- 8 The MTFS includes a Report from the Chief Finance Officer in line with the Section 25(1) of the Local Government Finance Act 2003. This report confirms that the MTFS is balanced for 2025/26 with the use of Exceptional Financial Support. The report also highlights the factors taken into account in arriving at this judgement including relevant financial issues and risks facing the Council during the medium term.
- 9 Finance Procedure Rules set limits and responsibilities for movement of funds, treating reserves as part of this overall balanced position. Any movement within this balanced position is treated as a virement. To increase the overall size of the MTFS requires a supplementary estimate, which must be backed with appropriate new funding and approved in-line with the Finance Procedure Rules.
- 10 To support accountability and financial control under the committee system the 2025/26 budget is being reported across the service committees based on their associated functions. This report sets out the allocation of the revenue and capital budgets and earmarked reserves to the relevant service committee in accordance with their functions.

- 11 Each committee function has been associated with a Director budget. Budget holders are responsible for budget management. Where a team supports multiple Directorates (most notably in Corporate Services) the budget remains with the Service Director and is not split; for example, Governance and Democratic Services budgets are aligned to the Corporate Policy Committee even though the activities of the team relate to services provided to all Directorates of the Council.
- 12 The financial alignment of budgets to each Committee is set out in Table 1 with further details in Annex A.

Table 1: Revenue and capital budgets allocated to service committees as per the approved MTFS	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
	Expenditure £000	Income £000	Net Budget £000	£000	£000
Adults and Health	252,154	-92,705	159,449	389	159,838
Children and Families	107,383	-10,095	97,288	37,723	135,011
Corporate Policy	108,802	-66,014	42,788	12,745	55,533
Corporate Policy – Council Wide Transformation	-12,702	-750	-13,452		-13,452
Economy and Growth	38,144	-9,703	28,441	36,081	64,522
Environment and Communities	68,964	-23,263	45,701	19,357	65,058
Highways and Transport	28,370	-11,469	16,901	66,782	83,683
Finance Sub – Central	54,012	-3,492	50,520		50,520
<b>Total Cost of Service</b>	<b>645,127</b>	<b>-217,491</b>	<b>427,636</b>	<b>173,077</b>	<b>600,713</b>
<b>Total Funding</b>		<b>-402,375</b>	<b>-402,375</b>		
Exceptional Financial Support	-25,261		-25,261		
<b>Net Position</b>	<b>619,866</b>	<b>-619,866</b>	<b>-</b>		

- 13 The MTFS 2025-29 includes a net revenue budget of £402.4m and an approved capital programme of £173.0m for the financial year 2025/26. Further details on the schemes within the capital programme are provided in Annex A.
- 14 Annex A sets out the list of budget change items that were approved as part of the MTFS. All budget changes must be successfully delivered during 2025/26 to avoid a further overspend in the coming financial

year. Detailed monitoring of these items will continue at every reporting opportunity and the Council's reporting 'masterplan' and committee work programmes will reflect reporting on the monitoring and delivery of all MTFS change items, including matters requiring consultation and/ or decisions. This will ensure regular reporting to Corporate Leadership Team and all service committees on implementation of the MTFS and achievement of savings, throughout the coming year. In addition to reporting at the formal 'financial review' points in the year, other progress reports will be scheduled for reporting to particular service committees, on their items as appropriate.

- 15 Annex A sets out the capital programme tables by committee. The four-year capital programme includes investment plans of around £0.6bn. It is proposed that it will be funded through a mixture of Government grants, contributions from other external partners and Council resources. During 2024/25 all schemes requiring borrowing as part of their funding have been subject to review with a view to reducing their impact on the revenue budget and this has mainly been achieved through reprofiling and some budget reductions. There remains a significant amount of borrowing required to fund the programme in 2025/26 and the Capital Programme Board will provide review of and challenge to projects with a view to reducing the revenue cost impact.
- 16 The 2025/26 budget was approved at full Council in February 2025 including the use of up to £25.3m of Exceptional Financial Support to balance the overall budget, as expenditure outweighed the income forecast. Further information on this can be found in the MTFS, Appendix A, Section 2.

### **Transformational savings**

- 17 During 2024/25, in developing this MTFS, the Council has worked with an external partner, Inner Circle, to develop a Transformation Plan. The Transformation Plan is designed to ensure that Council can deliver sustainable services and support infrastructure projects that reflect 'whole life' costs. The production and implementation of a Transformation Plan to deliver key Council objectives and secure the medium-term financial position is also a pre-condition of MHCLG approving the Council's bid for Exceptional Financial Support.
- 18 The Transformation Plan will support the delivery of approved/proposed savings, cost avoidance, cost mitigation and identify new savings for the coming years. There are six programmes within the plan agreed in 2024/25, each containing a range of projects and other initiatives across:
  - Workforce



- Social Care
- Place
- Early Intervention and Prevention
- Digital
- Special Projects

The approved Transformation Plan can be accessed here:

<https://moderngov.cheshireeast.gov.uk/ecminutes/documents/s119437/Transformation%20Plan%20V1%20Final%20CPC%20003.pdf>

- 19 The revenue and capital implications for growth, investment and savings associated with the above initiatives have been reflected in the MTFS 2025-29. For the financial year 2025/26, there are 19 Transformation projects which are also MTFS approved budget changes; in total these will deliver net budget savings of £24.4m for 2025/26. Within this total budget saving, there are £13.452m of Council wide cross cutting savings which are held centrally; work is continuing to refine how these savings will be delivered in detail and these savings will be allocated to service committee budgets as soon as possible.
- 20 Progress on the delivery of Transformation projects and their associated budget savings will be reported on a monthly basis to the Council's Transformation Board. In addition, all Transformation savings will form an integral part of the Council's existing comprehensive financial reporting process which is set out in paragraph 13.
- 21 The headline reserves table, as included in the MTFS, is shown below:

	Opening Balance 2024/25 £m	Forecast Closing Balance 2024/25 £m	Forecast Closing Balance 2025/26 £m	Change from closing 2024/25 £m
<b>General Reserves</b>	5,580	3,696	5,000	1,304
<b>Earmarked Reserves**</b>	32,277	11,539	9,386	-2,153
<b>Total Revenue Reserves</b>	<b>37,857</b>	<b>15,235</b>	<b>14,386</b>	<b>-849</b>

\* Closing and Opening balances are dependent on outturn at 31 March 2025.

\*\* All remaining Earmarked reserves, excluding those held for ring-fenced purposes or forecast for use in 2025/26, are being transferred into the General Fund reserve during 2024/25 to support the forecast deficit position.

- 22 The detail behind the earmarked reserve balances included in the table above, for the Children and Families Committee, is set out in Annex A.
- 23 Further background information on the reserves balances is available in the Reserves Strategy and the S.25 statement which was approved as

part of the MTFS for 2025/26 at the Council meeting on 26 February (MTFS - Appendix A, Annex 8 (Reserves Strategy) and Page 42 (S.25 statement)).

- 24 The table below summarises the estimated four-year position, as included in the MTFS. Early work on business planning for 2026/27 and future years will continue, as part of the Transformation Programme.

	Approved Net Budget 2025/26 £m	Estimated Net Budget 2026/27 £m	Estimated Net Budget 2027/28 £m	Estimated Net Budget 2028/29 £m
<b>Total Service Expenditure</b>	<b>377.1</b>	<b>362.6</b>	<b>356.3</b>	<b>366.1</b>
<b>Central Budgets:</b>				
Capital Financing	35.0	38.8	41.9	43.2
Income from Capital Receipts	-1.0	-1.0	-1.0	-1.0
Bad Debt Provision (change)	-0.1	-0.1	-0.1	-0.1
Contingency Budget	16.0	30.9	42.8	55.7
Risk Budget	0.0	3.8	2.0	0.8
Pension adjustment	-0.7	-0.7	-0.7	-0.7
Use of Reserves	1.3	5.0	8.9	8.9
<b>Total Central Budgets</b>	<b>50.5</b>	<b>76.6</b>	<b>93.7</b>	<b>106.9</b>
<b>TOTAL: SERVICE + CENTRAL</b>	<b>427.6</b>	<b>439.3</b>	<b>450.0</b>	<b>473.0</b>
<b>Funded by:</b>				
Council Tax	-307.3	-325.6	-345.0	-365.5
Business Rates Retention	-57.1	-57.1	-57.1	-57.1
Revenue Support Grant	-0.8	-0.8	-0.8	-0.8
Specific Unringfenced Grants	-37.1	-34.1	-34.1	-34.1
<b>TOTAL: FUNDED BY</b>	<b>-402.4</b>	<b>-417.7</b>	<b>-437.0</b>	<b>-457.6</b>
<b>Exceptional Financial Support - Capitalisation Direction</b>	<b>-25.3</b>			
<b>FUNDING POSITION</b>	<b>0.0</b>	<b>21.6</b>	<b>13.0</b>	<b>15.4</b>

Note – table may not add across/down due to roundings

## Consultation and Engagement

- 25 The annual business planning process involves engagement with local people and organisations. Local authorities have a statutory duty to consult on their budget with certain stakeholder groups including the Schools Forum and businesses. In addition, the Council chooses to consult with other stakeholder groups. The Council continues to carry out stakeholder analysis to identify the different groups involved in the budget setting process, what information they need from us, the

information we currently provide these groups with, and where we can improve our engagement process.

- 26 The Medium-Term Financial Strategy has been developed during 2024 and an online budget engagement survey was published on 19 December 2024.

### **Reasons for Recommendations**

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

### **Other Options Considered**

- 30 Not applicable.

### **Implications and Comments**

#### *Monitoring Officer/Legal*

- 31 The legal implications surrounding the process of setting the 2025 to 2029 Medium-Term Financial Strategy were dealt with in the reports relating to that process.

#### *Section 151 Officer/Finance*

- 32 Contained within the main body of the report.

#### *Policy*

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

<b>Commitment 3: An effective and enabling council</b>
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### *Equality, Diversity and Inclusion*

- 34 Under the Equality Act 2010, decision makers must show ‘due regard’ to the need to:
- 35 - Eliminate unlawful discrimination, harassment and victimisation;
- 36 - Advance equality of opportunity between those who share a protected characteristic and those who do not share it; and
- 37 - Foster good relations between those groups.
- 38 The protected characteristics are age, disability, sex, race, religion and belief, sexual orientation, gender re-assignment, pregnancy and maternity, and marriage and civil partnership.
- 39 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.
- 40 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.
- 41 Positive impacts include significant investment in services for children and adults (protected characteristics primarily age and disability).
- 42 The Cheshire East 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*

- 43 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*

- 44 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 2025/26 budget and the level of general reserves

were factored into the 2025/26 financial scenario, budget and reserves strategy.

*Rural Communities*

45 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)*

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

*Public Health*

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

*Climate Change*

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

<b>Access to Information</b>	
Contact Officer:	<p>Adele Taylor</p> <p>Interim Executive Director of Resources Services (Section 151 Officer)</p> <p><a href="mailto:adele.taylor@cheshireeast.gov.uk">adele.taylor@cheshireeast.gov.uk</a></p>
Appendices:	<p><b>Annex A</b> - Allocation of revenue and capital budgets, budget change items and earmarked reserves to service committees</p> <p><b>Annex B</b> – Draft Financial Reporting Timetable 2025/26</p>
Background Papers:	<p>The following are links to key background documents:</p> <p><a href="#">Medium-Term Financial Strategy 2025-2029</a></p>

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# Service Budgets 2025/26

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# Section 1: Allocation of Revenue and Capital Budgets 2025/26

Cheshire East Council - Summary	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
Service Area	Expenditure £000	Income £000	Net Budget £000	£000	£000
Adults and Health	252,154	-92,705	159,449	389	159,838
Children and Families	107,383	-10,095	97,288	37,723	135,011
Corporate Policy	108,802	-66,014	42,788	12,745	55,533
Corporate Policy – Council Wide Transformation	-12,702	-750	-13,452		-13,452
Economy and Growth	38,144	-9,703	28,441	36,081	64,522
Environment and Communities	68,964	-23,263	45,701	19,357	65,058
Highways and Transport	28,370	-11,469	16,901	66,782	83,683
Finance Sub – Central	54,012	-3,492	50,520		50,520
<b>Total Cost of Service</b>	<b>645,127</b>	<b>-217,491</b>	<b>427,636</b>	<b>173,077</b>	<b>600,713</b>
<b>Total Funding</b>		<b>-402,375</b>	<b>-402,375</b>		
Exceptional Financial Support	-25,261		-25,261		
<b>Net Position</b>	<b>619,866</b>	<b>-619,866</b>	<b>-</b>		

Adults and Health	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
Service Area	Expenditure £000	Income £000	Net Budget £000	£000	£000
Directorate	515	-8,379	-7,864		-7,864
Adult Social Care Operations	214,610	-47,056	167,554	389	167,943
Commissioning	17,407	-17,648	-241		-241
Public Health	19,622	-19,622	-		-
<b>Total Cost of Service</b>	<b>252,154</b>	<b>-92,705</b>	<b>159,449</b>	<b>389</b>	<b>159,838</b>

Children and Families	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
Service Area	Expenditure £000	Income £000	Net Budget £000	£000	£000
Directorate	6,391	-1,125	5,266		5,266
Family Help and Children's Social Care	61,865	-1,448	60,417	3,061	63,478
Education, Strong Start and Integration	36,365	-7,491	28,874	34,662	63,536
Commissioning, QA and Partnerships	2,762	-31	2,731		2,731
<b>Total Cost of Service</b>	<b>107,383</b>	<b>-10,095</b>	<b>97,288</b>	<b>37,723</b>	<b>135,011</b>

Corporate Policy	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
Service Area	Expenditure £000	Income £000	Net Budget £000	£000	£000
Resources (Finance)	58,887	-47,831	11,056	1,021	12,077
Governance and Compliance Services	15,499	-4,155	11,344		11,344
Resources (People)	6,022	-461	5,561		5,561
Resources (Digital)	24,414	-12,719	11,695	11,724	23,419
Assistant Chief Executive	3,980	-848	3,132		3,132
<b>Total Cost of Service</b>	<b>108,802</b>	<b>-66,014</b>	<b>42,788</b>	<b>12,745</b>	<b>55,533</b>

Corporate Policy – Council Wide Transformation	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
Service Area	Expenditure £000	Income £000	Net Budget £000	£000	£000
Transformation Programme - Council Wide	-12,702	-750	-13,452		-13,452
<b>Total Cost of Service</b>	<b>-12,702</b>	<b>-750</b>	<b>-13,452</b>		<b>-13,452</b>

Economy and Growth	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
Service Area	Expenditure £000	Income £000	Net Budget £000	£000	£000
Directorate	303		303		303
Assets	3,078	-2,587	491	2,250	2,741
Growth and Enterprise Management	147		147		147
Facilities Management	17,702	-270	17,432	5,927	23,359
Farms	437	-785	-348		-348
Economic Development	1,985	-551	1,434	12,854	14,288
Housing	3,996	-414	3,582	6,893	10,475
Rural and Cultural Management	165		165	8,157	8,322
Tatton Park	5,653	-4,445	1,208		1,208
Green Infrastructure	2,124	-302	1,822		1,822
Cultural Economy	1,113		1,113		1,113
Visitor Economy	558	-349	209		209
Pay Inflation	883		883		883
<b>Total Cost of Service</b>	<b>38,144</b>	<b>-9,703</b>	<b>28,441</b>	<b>36,081</b>	<b>64,522</b>

Environment and Communities	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
Service Area	Expenditure £000	Income £000	Net Budget £000	£000	£000
Director of Environmental and Neighbourhood Services	143		143		143
Development Management	4,471	-2,767	1,704		1,704
Building Control	1,222	-918	304		304
Local Land Charges and Planning Support	748	-407	341		341
Strategic Planning	1,436		1,436		1,436
Neighbourhood Planning	283	-220	63		63
Environmental – Commissioning ANSA*	45,037	-1,745	43,292	14,217	57,509
Environmental – Commissioning Orbitas*	2,094	-2,927	-833	600	-233
Environmental – Management Services	2,207	-12,290	-10,083	3,540	-6,543
Regulatory Services	4,050	-1,228	2,822		2,822
Libraries	3,329	-297	3,032		3,032
Leisure Commissioning	948	-420	528	1,000	1,528
Emergency Planning	237	-61	176		176
Head of Neighbourhood Services & ASB/CEO	648	17	665		665
Pay Inflation	2,111		2,111		2,111
<b>Total Cost of Service</b>	<b>68,964</b>	<b>-23,263</b>	<b>45,701</b>	<b>19,357</b>	<b>65,058</b>

\*The companies are coming back in house in 2025/26 therefore commissioning budgets will be realigned to the correct service area

Highways and Transport	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
Service Area	Expenditure £000	Income £000	Net Budget £000	£000	£000
Car Parking	2,266	-7,446	-5,180	83	-5,097
Strategic Transport	8,700	-503	8,197	2,964	11,161
ANSA Transport Commissioning (Management Fee)*	1,235		1,235		1,235
Highways	14,625	-2,820	11,805	30,971	42,776
Integrated Rail and Transport (formerly HS2)	450		450		450
Highways and Infrastructure Director	145		145		145
Infrastructure	776	-700	76	32,764	32,840
Pay Inflation	173		173		173
<b>Total Cost of Service</b>	<b>28,370</b>	<b>-11,469</b>	<b>16,901</b>	<b>66,782</b>	<b>83,683</b>

\*The companies are coming back in house in 2025/26 therefore commissioning budgets will be realigned to the correct service area

Finance Sub – Central Budgets	Revenue Budget			Capital Budget	Total Revenue and Capital Budget
Service Area	Expenditure £000	Income £000	Net Budget £000	£000	£000
Capital Financing	37,531	-2,492	35,039		35,039
Income from use of Capital Receipts		-1,000	-1,000		-1,000
Pension Cost adjustment	-727		-727		-727
Contingency Budget	15,953		15,953		15,953
Transfer to/(from) Reserves	1,304		1,304		1,304
Bad Debt Provision adjustment	-50		-50		-50
Other Income/Expenditure	1		1		1
<b>Total Cost of Service</b>	<b>54,012</b>	<b>-3,492</b>	<b>50,520</b>		<b>50,520</b>

## Section 2: Approved Budget Change Items 2025/26

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2025/26 £m	2026/27 £m	2027/28 £m	2028/29 £m
	<b>Adults and Health</b>	<b>+21.494</b>	<b>-2.204</b>	<b>+1.516</b>	<b>+1.480</b>
1	Client Contributions	-5.182	-0.879	-1.654	-1.706
2	Revenue Grants for Adult Social Care	-0.220			
3	Pensions Cost Adjustment	-0.517	-1.019	-0.171	-0.184
4	Demand in Adult Social Care	+5.000	+5.000	+5.000	+5.000
5	Pay Inflation	+2.251	+1.142	+1.171	+1.200
6	Funding the staffing establishment	+3.800			
7	Fully Funding current care demand levels 2024/25	+24.500			
8	Remodel extra care housing catering service	-0.270			
9T	Prevent, Reduce, Enable - Older People	-1.500	-2.830	-2.830	-2.830
10T	Learning Disability service transformation	-2.500	-2.500		
11T	Commissioning and brokerage transformation	-0.500	-0.250		
12T	Preparing for Adulthood	-0.868	-0.868		
13T	Health and Social Care Partnership Case Review	-2.500			

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2025/26 £m	2026/27 £m	2027/28 £m	2028/29 £m
	<b>Childrens and Families</b>	<b>+8.659</b>	<b>-0.064</b>	<b>-0.201</b>	<b>-0.258</b>
14	Pension costs adjustment	-0.537	-0.923	-0.155	-0.167
15	Growth to deliver statutory Youth Justice service, and meet Safeguarding Partnership duties	+0.203	+0.167	+0.031	+0.034
16	Growth in School, SEND and Social Care Transport budget	+1.501	+1.548	+0.476	
17	Pay Inflation	+2.624	+1.096	+1.124	+1.152
18	Fully Funding current care demand levels 2024/25	+3.295			
19	Court Progression Improvement	+0.023			
20	Growth for annual contribution to the Regional Adoption Agency	+0.213	+0.048	+0.048	+0.048
21	Growth for Unaccompanied Asylum Seeking Children due to emerging pressures	+0.500			
22	Reversal of a one year policy change for traded services	+0.120			
23	Schools Improvement	+0.175			
24	Funding the staffing establishment	+2.739		-1.000	-0.600
25	Safe Walking Routes to School	-0.250			
26T	New accommodation with support offer for 16-25 young people	-1.100	-0.700		
27T	Birth to Thrive	-0.500			
28T	Right Child, Right Home	-1.320	-1.300	-0.725	-0.725
29	Extended Rights to Free Transport	+0.388			
30	Children's Social Care Prevention Grant – Expenditure	+0.905			
31	Children's Social Care Prevention Grant – Grant Income	-0.905			
32	Foster4	+0.114			
33	Foster Carers uplift of National Minimum Allowance (NMA)	+0.471			

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2025/26 £m	2026/27 £m	2027/28 £m	2028/29 £m
	<b>Corporate Policy</b>	<b>+1.078</b>	<b>+4.396</b>	<b>+1.890</b>	<b>+1.485</b>
34	Enforce prompt debt recovery and increase charges for costs	-0.077			
35	Pension costs adjustment	-0.396	-0.685	-0.115	-0.124
36	Pay Inflation	+1.494	+1.531	+1.570	+1.609
37	Shared Services Review - Move to Hybrid Model for ICT	-0.733			
38	The achievement of additional Registration Service income, over and above that which is currently identified as required	-0.350			
39	Recognising the annual receipt of £45k of Police and Crime Panel grant income	-0.045			
40	Remove unspent element of phones budgets in corporate services	-0.060			
41T	Digital Acceleration Revenue Growth		+1.150		
42T	Digital Blueprint Revenue Growth		+2.400	+0.435	
43	Transactional Shared Services stabilisation plan	+0.270			
44	Additional cost of External Audit Fees	+0.265			
45	Reduce Members Allowances budget	-0.100			
46	Additional Cost of Bank Charges from 2025/26	+0.120			
47	Reverse reduction in leadership and management costs as posts are being retained	+0.540			
48	Reinstatement of a one-off saving of £150,000 from election budgets for 2024/25	+0.150			
	<b>Council Wide Transformation</b>	<b>-13.452</b>	<b>-20.730</b>	<b>-11.030</b>	<b>-</b>
49T	Digital Customer Enablement Invest to Save	-0.750	-0.750	-0.700	
50T	Digital Acceleration Invest to Save	-0.600	-6.250	-5.250	
51T	Digital Blueprint - Invest to Save	-4.000	-6.000	-4.500	
52T	Target Operating Model (TOM)	-3.000	-7.000		
53T	Agency Staffing	-0.352			
54T	Workforce Productivity	-1.000			
55T	Fees and Charges	-0.750	-0.040	-0.040	
56T	Third Party Spend	-3.000	-0.690	-0.540	



MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2025/26 £m	2026/27 £m	2027/28 £m	2028/29 £m
	<b>Economy and Growth</b>	<b>+0.534</b>	<b>+0.695</b>	<b>+0.432</b>	<b>+0.328</b>
57	Office estate rationalisation	-0.150			
58	Pension Costs Adjustment	-0.164	-0.313	-0.053	-0.057
59	Tatton Park ticketing and EPOS upgrade	+0.001	+0.001	+0.001	+0.001
60	CEC Archives	+0.014	+0.093	+0.004	
61	Rural and Visitor Economy Electricity costs	-0.021			
62	Minimum energy efficiency standards (MEES) - Estates - Revenue Adjustment	+0.023		-0.055	-0.047
63	Pay Inflation	+1.064	+0.429	+0.440	+0.450
64	Maintenance and operation of new assets in Crewe town centre	+0.205	+0.279	+0.118	+0.006
65	Land Fill Site Assessments Revenue Adjustment - Estates – Review and Risk Assessment of Council owned Landfill sites (53 sites) Review and Risk Assessment completions	+0.010			
66	Tatton Park Estate Dwellings Refurbishment	+0.015			
67	Improving Crewe Rented Housing Standards	+0.188	-0.188		
68	Maximise potential of Countryside Access Management System	+0.020	-0.018		
69	Assets - building and operational – Energy	-0.860			
70	Assets - building and operational – Maintenance	+0.465	+0.533		
71	Tatton Park - Increase Fees and Charges	-0.126	-0.021	-0.023	-0.025
72T	Corporate Landlord Model Refresh	-0.050			
73T	Asset Strategy Refresh	-0.100	-0.100		

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2025/26 £m	2026/27 £m	2027/28 £m	2028/29 £m
	<b>Environment and Communities</b>	<b>-2.741</b>	<b>+3.269</b>	<b>+0.982</b>	<b>+6.792</b>
74	Strategic Leisure Review (Stage 2)	+0.403	-0.203	-0.166	
75	Libraries Strategy - Stage 1	-0.100			
76	Reduce revenue impact of carbon reduction capital schemes	+0.171			
77	Pay Inflation	+2.270	+1.380	+1.409	+1.436
78	Pension Costs Adjustment	-0.159	-0.315	-0.053	-0.057
79	Explore a Trust delivery model for Libraries and other services	-0.150			
80	Land Charge Income Adjustment	+0.147			
81	Local Plan Review	+0.315	-0.090	+0.005	-0.005
82	Review of CCTV service - service efficiencies and income generation from existing services	-0.040			
83	Environmental Services Growth 2025/26 onwards	+3.041	+1.882	+0.690	+0.710
84	Environmental Services Savings 2025/26 onwards	-2.366	-2.580	-1.181	-0.549
85	Environmental Services Growth - Pensions	+0.727	-0.395	-0.066	-0.071
86	Environmental Services – expected income from Extended Producer Responsibility for packaging	-7.000	+3.590	+0.344	+5.328

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2025/26 £m	2026/27 £m	2027/28 £m	2028/29 £m
	<b>Highways and Transport</b>	<b>+1.061</b>	<b>+0.152</b>	<b>+0.068</b>	<b>+0.030</b>
87	Increase parking charges	-0.450	-0.186	-0.191	-0.197
88	Safe Haven outside schools (Parking)	+0.010			
89	Parking PDA / Back Office System contract - fall out of one off set up cost	-0.030			
90	Parking - Part-year effect of strategy changes	-0.720			
91	Parking - Staff and member parking	-0.250			
92	Transport and Infrastructure Strategy Team – Restructure		-0.150		
93	Local Bus	+1.545			
94	FlexiLink Service Improvement Plan - invest to save	+0.592	+0.294	-0.003	-0.135
95T	Advertising Income. Initial project scoping work being undertaken to understand scale/complexity and resourcing needs	-0.025	-0.075	-0.050	
96	Pension Costs Adjustment	-0.055	-0.108	-0.018	-0.020
97	Pay Inflation	+0.228	+0.111	+0.114	+0.117
98	Flood and Water Management Act 2010 SuDS and SABs Schedule 3 Implementation		+0.050	+0.050	+0.100
99	Highways: Revenue Service	+0.216	+0.216	+0.216	+0.216
100	Highways: Depots			-0.050	-0.051

MTFS Ref No	Detailed List of Approved Budget Changes – Service Budgets	2025/26 £m	2026/27 £m	2027/28 £m	2028/29 £m
	<b>Finance Sub (central budgets)</b>	<b>+35.294</b>	<b>+26.123</b>	<b>+17.082</b>	<b>+13.104</b>
101	Capital Financing - Minimum Revenue Provision	+3.387	+3.719	+3.102	+1.388
102	Creation of Contingency Budget	+15.953	+14.908	+11.922	+12.926
103	Risk of unachievable budget savings or growth demands exceeding estimates		+3.800	-1.840	-1.210
104	Pension adjustment – linked to E&C growth item	-0.727			
105	Use of Earmarked Reserves (reversal of 2024/25 one off use of central EMRs)	+3.723			
106	Top up of Earmarked Reserves			+3.898	
107	Use of General Reserves (reversal of one off use in 2024/25)	+11.654			
108	Top up General Reserves	+1.304	+3.696		
	<b>Finance Sub (funding budgets)</b>	<b>-26.666</b>	<b>-15.285</b>	<b>-19.391</b>	<b>-20.515</b>
109	Council Tax increase % growth	-14.326	-15.290	-16.204	-17.214
110	Council Tax increase base growth	-5.852	-3.037	-3.187	-3.301
111	Business Rates Retention	-0.495			
112	Unringfenced general grants change	-3.012	+3.042		
113	National Insurance increase contribution	-2.981			

# Section 3: Capital Programme 2025/26

Adults and Health													CAPITAL
CAPITAL PROGRAMME 2025/26 - 2028/29													
Scheme Description		Forecast Expenditure						Forecast Funding					Total Funding
	Total Approved Budget	Prior Years	Forecast Budget 2025/26	Forecast Budget 2026/27	Forecast Budget 2027/28	Forecast Budget 2028/29	Total Forecast Budget 2025-29	Government Grants	External Contributions	Revenue Contributions	Capital Receipts	Prudential Borrowing	
	£000	£000	£000	£000	£000	£000	£000	£000	£000	£000	£000	£000	£000
Committed Schemes													
Adult Social Care													
Electronic Call Monitoring System	389	0	389	0	0	0	389	0	0	389	0	0	389
Total Adults Social Care Schemes	389	0	389	0	0	0	389	0	0	389	0	0	389

CAPITAL PROGRAMME 2025/26-2028/29													
Scheme Description	Total Approved Budget £000	Forecast Expenditure						Forecast Funding					Total Funding £000
		Prior Years £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000	Forecast Budget 2027/28 £000	Forecast Budget 2028/29 £000	Total Forecast Budget 2025-29 £000	Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
<b>Committed Schemes</b>													
<b>Childrens Social Care</b>													
Children's Home Sufficiency Scheme	1,404	904	500	0	0	0	500	0	0	0	0	500	500
Crewe Youth Zone	4,826	2,420	2,406	0	0	0	2,406	1,559	0	0	0	847	2,406
Family Hubs Transformation	236	131	105	0	0	0	105	105	0	0	0	0	105
Foster Carer Capacity Scheme	534	484	50	0	0	0	50	0	0	0	0	50	50
<b>Total Children's Social Care</b>	<b>7,000</b>	<b>3,939</b>	<b>3,061</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,061</b>	<b>1,664</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,397</b>	<b>3,061</b>
<b>Strong Start, Family Help &amp; Integration</b>													
Childcare Capital Expansion	749	449	300	0	0	0	300	300	0	0	0	-	300
Early Years Sufficiency Capital Fund	1,036	957	79	0	0	0	79	79	0	0	0	-	79
<b>Total Strong Start, Family Help &amp; Integration</b>	<b>1,785</b>	<b>1,406</b>	<b>379</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>379</b>	<b>379</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>379</b>
<b>Education and 14-19 Skills</b>													
Adelaide Academy	903	155	748	0	0	0	748	578	0	0	0	170	748
Basic Need Grant Allocation	7,569	5,127	2,442	0	0	0	2,442	2,442	0	0	0	0	2,442
Congleton Planning Area - Primary (1)	2,209	179	2,030	0	0	0	2,030	764	1,266	0	0	0	2,030
Congleton Planning Area - Primary (3)	7,504	54	0	2,200	5,250	0	7,450	4,250	3,200	0	0	0	7,450
Devolved Formula Grant - Schools	1,533	893	330	310	0	0	640	640	0	0	0	0	640
Energy Efficiency Grant - Schools	672	672	0	0	0	0	0	0	0	0	0	0	0
Gainsborough Primary - Flooring	304	50	254	0	0	0	254	254	0	0	0	0	254
Handforth Planning Area - New School	13,002	103	400	4,000	8,499	0	12,899	126	12,773	0	0	0	12,899
Macclesfield Planning Area - Secondary New places	730	5	725	0	0	0	725	725	0	0	0	0	725
Macclesfield Planning Area - New School	4,001	1	0	0	4,000	0	4,000	0	4,000	0	0	0	4,000

# Children and Families

# CAPITAL

## CAPITAL PROGRAMME 2025/26-2028/29

Scheme Description	Total Approved Budget £000	Forecast Expenditure						Forecast Funding					Total Funding £000
		Prior Years £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000	Forecast Budget 2027/28 £000	Forecast Budget 2028/29 £000	Total Forecast Budget 2025-29 £000	Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
<b>Committed Schemes</b>													
Mobberley Primary School	1,207	37	609	561	0	0	1,170	870	0	0	300	0	1,170
Nantwich Planning Area - Kingsbourne Primary Academy (New school)	9,061	1,233	7,328	500	0	0	7,828	5,308	2,520	0	0	0	7,828
New AP Free School	500	0	500	0	0	0	500	500	0	0	0	0	500
New Satellite school - 2	9,000	50	950	5,000	3,000	0	8,950	8,950	0	0	0	0	8,950
New SEN places - Springfields Wilmslow /Dean Row Community Centre	1,089	339	750	0	0	0	750	750	0	0	0	0	750
New SEN Free School	998	5	745	248	0	0	993	993	0	0	0	0	993
Poynton Planning Area - Vernon Primary	1,500	113	1,387	0	0	0	1,387	584	803	0	0	0	1,387
Provision of Sufficient School Places - SEND (Springfield Crewe)	7,183	6,861	322	0	0	0	322	0	0	0	0	322	322
Schools Condition Capital Grant	7,828	3,828	2,000	2,000	0	0	4,000	4,000	0	0	0	0	4,000
SEN/High Needs Capital Allocation	4,827	327	2,000	2,500	0	0	4,500	4,500	0	0	0	0	4,500
Shavington Planning Area - Basford New Primary School	8,040	256	1,000	6,784	0	0	7,784	5,449	2,335	0	0	0	7,784
Springfield Satellite Site - Middlewich	6,000	500	5,500	0	0	0	5,500	5,500	0	0	0	0	5,500
Tytherington High School	2,800	272	2,528	0	0	0	2,528	2,528	0	0	0	0	2,528
Wheelock Primary School	2,411	1,201	1,210	0	0	0	1,210	1,210	0	0	0	0	1,210
Wilmslow High School BN	14,179	13,654	525	0	0	0	525	0	477	0	0	48	525
<b>Total Education &amp; 14-19 Skills</b>	<b>115,050</b>	<b>35,915</b>	<b>34,283</b>	<b>24,103</b>	<b>20,749</b>	<b>0</b>	<b>79,135</b>	<b>50,921</b>	<b>27,374</b>	<b>0</b>	<b>300</b>	<b>540</b>	<b>79,135</b>
													0
<b>Total Committed Schemes</b>	<b>123,835</b>	<b>41,260</b>	<b>37,723</b>	<b>24,103</b>	<b>20,749</b>	<b>0</b>	<b>82,575</b>	<b>52,964</b>	<b>27,374</b>	<b>0</b>	<b>300</b>	<b>1,937</b>	<b>82,575</b>
<b>Total New Schemes</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Children and Families Schemes</b>	<b>123,835</b>	<b>41,260</b>	<b>37,723</b>	<b>24,103</b>	<b>20,749</b>	<b>0</b>	<b>82,575</b>	<b>52,964</b>	<b>27,374</b>	<b>0</b>	<b>300</b>	<b>1,937</b>	<b>82,575</b>

## CAPITAL PROGRAMME 2025/26 - 2028/29

Scheme Description	Total Approved Budget £000	Forecast Expenditure					Total Forecast Budget 2025-29 £000	Forecast Funding					Total Funding £000
		Prior Years £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000	Forecast Budget 2027/28 £000	Forecast Budget 2028/29 £000		Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
<b>Committed Schemes</b>													
<b>ICT Services</b>													
Accelerate Digital	1,460	760	700	0	0	0	700	0	0	0	0	700	700
Care Act Phase 2	6,314	5,234	1,080	0	0	0	1,080	0	0	0	0	1,080	1,080
ICT Device Replacement	1,912	1,412	500	0	0	0	500	0	0	0	0	500	500
IADM (Information Assurance and Data Management)	19,465	18,065	1,400	0	0	0	1,400	0	0	0	0	1,400	1,400
Infrastructure Investment Programme (IIP)	34,429	31,796	1,804	830	0	0	2,634	0	0	0	0	2,634	2,634
Vendor Management	1,006	788	218	0	0	0	218	0	0	0	0	218	218
<b>Total ICT Services Schemes</b>	<b>64,586</b>	<b>58,054</b>	<b>5,702</b>	<b>830</b>	<b>0</b>	<b>0</b>	<b>6,532</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,532</b>	<b>6,532</b>
<b>Finance &amp; Customer Services</b>													
Core Financials	11,317	10,362	662	293	0	0	955	0	0	0	0	955	955
Vendor Management - Phase 2	99	24	25	50	0	0	75	0	0	0	0	75	75
<b>Total Finance &amp; Customer Services Schemes</b>	<b>11,417</b>	<b>10,386</b>	<b>687</b>	<b>343</b>	<b>0</b>	<b>0</b>	<b>1,030</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,030</b>	<b>1,030</b>
<b>Total Committed Schemes</b>	<b>76,003</b>	<b>68,440</b>	<b>6,389</b>	<b>1,173</b>	<b>0</b>	<b>0</b>	<b>7,562</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,562</b>	<b>7,562</b>
<b>New Schemes</b>													
<b>Finance &amp; Customer Services</b>													
Core Business Systems	1,826	0	334	492	800	200	1,826	0	0	0	0	1,826	1,826
<b>ICT Services</b>													
Accelerate Digital – (Digital efficiencies) Capital	4,259	0	1,532	1,350	1,377	0	4,259	0	0	0	0	4,259	4,259
Digital Blueprint - Capital	6,530	0	3,490	1,663	1,377	0	6,530	0	0	0	0	6,530	6,530
ICT Device Replacement		0	1,000	250	200	400	1,850	0	0	0	0	1,850	1,850
<b>Total New Schemes</b>	<b>12,615</b>	<b>0</b>	<b>6,356</b>	<b>3,755</b>	<b>3,754</b>	<b>600</b>	<b>14,465</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,465</b>	<b>14,465</b>
<b>Total Corporate Policy</b>	<b>88,618</b>	<b>68,440</b>	<b>12,745</b>	<b>4,928</b>	<b>3,754</b>	<b>600</b>	<b>22,027</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,027</b>	<b>22,027</b>



CAPITAL PROGRAMME 2025/26 - 2028/29													
Scheme Description	Total Approved Budget £000	Forecast Expenditure					Total Forecast Budget 2025-29 £000	Forecast Funding					Total Funding £000
		Prior Years £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000	Forecast Budget 2027/28 £000	Forecast Budget 2028/29 £000		Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
<b>Committed Schemes</b>													
<b>Culture &amp; Tourism</b>													
Countryside Vehicles	1,579	790	355	217	217	0	789	0	0	0	0	789	789
Culture & Tourism S106 Schemes	509	97	385	5	5	17	412	0	412	0	0	0	412
Green Infrastructure Structures Investment	384	0	271	113	0	0	384	0	0	0	0	384	384
New Archives Premises CTC1	7,115	442	6,433	240	0	0	6,673	0	0	0	0	6,673	6,673
PROW CMM A6 MARR	103	74	29	0	0	0	29	29	0	0	0	0	29
Tatton Park Investment Phase 2	2,843	1,434	684	725	0	0	1,409	0	0	0	0	1,409	1,409
<b>Total Culture &amp; Tourism Committed Schemes</b>	<b>12,533</b>	<b>2,837</b>	<b>8,157</b>	<b>1,300</b>	<b>222</b>	<b>17</b>	<b>9,696</b>	<b>29</b>	<b>412</b>	<b>0</b>	<b>0</b>	<b>9,255</b>	<b>9,696</b>
<b>Economic Development</b>													
Crewe Towns Fund - Mill Street Corridor	4,027	3,229	798	0	0	0	798	798	0	0	0	0	798
Crewe Towns Fund - Crewe Youth Zone non-grant costs	351	188	163	0	0	0	163	163	0	0	0	0	163
Crewe Towns Fund - Repurposing Our High Streets	1,132	625	507	0	0	0	507	507	0	0	0	0	507
Crewe Town Centre Regeneration	32,293	31,293	1,000	0	0	0	1,000	0	0	0	0	1,000	1,000
Connecting Cheshire Phase 3	8,000	928	2,000	2,200	2,000	872	7,072	0	7,072	0	0	0	7,072
Connecting Cheshire 2020	9,250	6,265	0	0	0	2,985	2,985	2,985	0	0	0	0	2,985
Handforth Heat Network	13,219	680	50	450	12,039	0	12,539	1,924	7,428	0	0	3,187	12,539
History Centre Public Realm & ICV (Crewe Towns Fund) CTC1	580	210	370	0	0	0	370	370	0	0	0	0	370
Leighton Green	2,096	1,618	478	0	0	0	478	0	0	0	0	478	478
South Macclesfield Development Area	34,630	3,359	100	0	0	31,171	31,271	10,000	10,000	0	11,271	0	31,271
Macclesfield Indoor Market Refurbishment (MIMR)	2,213	1,713	500	0	0	0	500	500	0	0	0	0	500
Nantwich Town Centre Public Realm Improvements	100	0	100	0	0	0	100	0	100	0	0	0	100
North Cheshire Garden Village	57,866	12,287	6,588	17,285	21,706	0	45,579	15,044	0	0	21,700	8,835	45,579
Handforth Garden Village s106 Obligations	6,841	0	0	2,740	0	4,101	6,841	0	0	0	0	6,841	6,841
UK Shared Prosperity Fund - Core	1,150	950	200	0	0	0	200	200	0	0	0	0	200
<b>Total Economic Development Committed Schemes</b>	<b>173,748</b>	<b>63,345</b>	<b>12,854</b>	<b>22,675</b>	<b>35,745</b>	<b>39,129</b>	<b>110,403</b>	<b>32,491</b>	<b>24,600</b>	<b>0</b>	<b>32,971</b>	<b>20,341</b>	<b>110,403</b>

CAPITAL PROGRAMME 2025/26 - 2028/29													
Scheme Description	Total Approved Budget £000	Forecast Expenditure					Total Forecast Budget 2025-29 £000	Forecast Funding					Total Funding £000
		Prior Years £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000	Forecast Budget 2027/28 £000	Forecast Budget 2028/29 £000		Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
<b>Facilities Management</b>													
PSDS - 3B - Lot 1	1,028	904	124	0	0	0	124	124	0	0	0	0	124
PSDS - 3C	1,672	324	1,348	0	0	0	1,348	1,159	0	0	0	189	1,348
Septic Tanks	636	310	75	251	0	0	326	0	0	0	0	326	326
Schools Capital Maintenance	8,315	7,271	1,044	0	0	0	1,044	1,044	0	0	0	0	1,044
Premises Capital (FM)	39,690	36,053	2,488	1,149	0	0	3,637	0	0	0	0	3,637	3,637
Poynton Pool Spillway	1,380	744	636	0	0	0	636	0	0	0	0	636	636
<b>Total Facilities Management Committed Schemes</b>	<b>52,721</b>	<b>45,606</b>	<b>5,715</b>	<b>1,400</b>	<b>0</b>	<b>0</b>	<b>7,115</b>	<b>2,327</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,788</b>	<b>7,115</b>
<b>Estates</b>													
Corporate Landlord - Non-Operational	1,336	0	1,336	0	0	0	1,336	0	0	0	0	1,336	1,336
Malkins Bank Landfill Site	1,360	777	583	0	0	0	583	0	0	0	0	583	583
Farms Strategy	2,910	1,744	331	209	209	417	1,166	0	0	0	1,166	0	1,166
<b>Total Estates Committed Schemes</b>	<b>5,606</b>	<b>2,521</b>	<b>2,250</b>	<b>209</b>	<b>209</b>	<b>417</b>	<b>3,085</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,166</b>	<b>1,919</b>	<b>3,085</b>
<b>Housing</b>													
Crewe Towns Fund - Warm and Healthy Homes	2,126	858	1,268	0	0	0	1,268	1,268	0	0	0	0	1,268
Disabled Facilities	22,025	13,761	2,664	2,800	2,800	0	8,264	8,264	0	0	0	0	8,264
Green Homes Grant	3,105	2,427	339	339	0	0	678	678	0	0	0	0	678
Home Repairs Vulnerable People	1,338	936	402	0	0	0	402	0	0	0	0	402	402
Home Upgrade Grant Phase 2	4,409	2,740	1,669	0	0	0	1,669	1,669	0	0	0	0	1,669
Local Authority Housing Fund	742	433	309	0	0	0	309	309	0	0	0	0	309
<b>Total Housing Committed Schemes</b>	<b>33,746</b>	<b>21,156</b>	<b>6,651</b>	<b>3,139</b>	<b>2,800</b>	<b>0</b>	<b>12,590</b>	<b>12,188</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>402</b>	<b>12,590</b>
<b>Total Committed Schemes</b>	<b>278,355</b>	<b>135,466</b>	<b>35,627</b>	<b>28,723</b>	<b>38,976</b>	<b>39,563</b>	<b>142,889</b>	<b>47,035</b>	<b>25,012</b>	<b>0</b>	<b>34,137</b>	<b>36,705</b>	<b>142,889</b>
<b>New Schemes</b>													
<b>Culture &amp; Tourism</b>													
Green Structures investment (Public Rights of Way)	512	0	0	126	195	191	512	0	0	0	0	512	512
<b>Housing</b>													
Disabled Facilities	3,360	0	242	106	106	2,906	3,360	3,360	0	0	0	0	3,360
<b>Facilities Management</b>													
Septic Tanks	949	0	0	149	400	400	949	0	0	0	0	949	949
Premises Capital * see note 1	7,163	0	212	1,551	2,700	2,700	7,163	0	0	0	0	7,163	7,163
<b>Total Economic Development New Schemes</b>	<b>11,984</b>	<b>0</b>	<b>454</b>	<b>1,933</b>	<b>3,401</b>	<b>6,197</b>	<b>11,984</b>	<b>3,360</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,624</b>	<b>11,984</b>
<b>Total Economy and Growth Schemes</b>	<b>290,339</b>	<b>135,466</b>	<b>36,081</b>	<b>30,656</b>	<b>42,377</b>	<b>45,760</b>	<b>154,873</b>	<b>50,395</b>	<b>25,012</b>	<b>0</b>	<b>34,137</b>	<b>45,329</b>	<b>154,873</b>

Note 1 : Approval for this scheme is for 2025-26 only. Future years to be considered for approval in 2026-30 MTFs

Environment and Communities

CAPITAL

CAPITAL PROGRAMME 2025/26 - 2028/29													
Scheme Description	Total Approved Budget £000	Forecast Expenditure					Total Forecast Budget 2025-29 £000	Forecast Funding					Total Funding £000
		Prior Years £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000	Forecast Budget 2027/28 £000	Forecast Budget 2028/29 £000		Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
<b>Committed Schemes</b>													
<b>Environment Services</b>													
Booth Bed Lane, Goostrey	140	40	100	0	0	0	100	0	100	0	0	0	100
Bosley Village Play Area	20	10	10	0	0	0	10	0	10	0	0	0	10
Carbon Offset Investment	568	268	75	75	75	75	300	0	0	0	0	300	300
Carnival Fields	42	0	42	0	0	0	42	0	42	0	0	0	42
Closed Cemeteries	152	50	102	0	0	0	102	0	0	0	0	102	102
Fleet EV Transition	6,897	1,596	2,974	327	1,000	1,000	5,301	0	0	0	0	5,301	5,301
Fleet Vehicle Electric Charging	585	305	140	140	0	0	280	0	0	0	0	280	280
Green Investment Scheme (Solar Farm)	4,150	3,944	51	155	0	0	206	0	0	0	0	206	206
Household Waste Recycling Centres	860	270	590	0	0	0	590	0	0	0	0	590	590
Jim Evison Playing Fields	161	0	161	0	0	0	161	0	161	0	0	0	161
Litter and Recycling Bins	208	136	25	25	22	0	72	0	0	0	0	72	72
Macclesfield Chapel Refurbishment	429	29	400	0	0	0	400	0	0	400	0	0	400
Park Development Fund	846	723	36	87	0	0	123	0	0	0	0	123	123
Review of Household Waste Recycling Centres	1,000	100	900	0	0	0	900	0	0	0	0	900	900
Carbon Neutral 2030 Investments	13,980	101	300	300	4,400	8,879	13,879	0	0	0	0	13,879	13,879
The Carrs Improvement Project	61	15	46	0	0	0	46	0	46	0	0	0	46
Weekly Food Waste Collections	2,712	80	2,132	500	0	0	2,632	2,632	0	0	0	0	2,632
Woodland South of Coppice Way, Handforth	89	73	16	0	0	0	16	0	16	0	0	0	16
Wybunbury St Chad's Closed Cemetery	219	0	219	0	0	0	219	0	0	0	0	219	219
<b>Total Environment Services Schemes</b>	<b>33,119</b>	<b>7,740</b>	<b>8,319</b>	<b>1,609</b>	<b>5,497</b>	<b>9,954</b>	<b>25,379</b>	<b>2,632</b>	<b>375</b>	<b>400</b>	<b>0</b>	<b>21,972</b>	<b>25,379</b>
<b>Neighbourhood Services</b>											0		
Crewe Towns Fund - Valley Brook Green Corridor	3,339	1,699	1,640	0	0	0	1,640	1,640	0	0	0	0	1,640
Crewe Towns Fund - Cumberland Arena	3,093	2,268	825	0	0	0	825	825	0	0	0	0	825
Crewe Towns Fund - Pocket Parks	1,481	1,088	393	0	0	0	393	393	0	0	0	0	393
Strategic Leisure Review	3,400	1,750	1,000	650	0	0	1,650	0	0	0	0	1,650	1,650
<b>Total Neighbourhood Services</b>	<b>11,313</b>	<b>6,805</b>	<b>3,858</b>	<b>650</b>	<b>0</b>	<b>0</b>	<b>4,508</b>	<b>2,858</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,650</b>	<b>4,508</b>
<b>Total Committed Schemes</b>	<b>44,432</b>	<b>14,545</b>	<b>12,177</b>	<b>2,259</b>	<b>5,497</b>	<b>9,954</b>	<b>29,887</b>	<b>5,490</b>	<b>375</b>	<b>400</b>	<b>0</b>	<b>23,622</b>	<b>29,887</b>
<b>New Schemes</b>													
<b>Environment Services</b>													
Weekly Food Waste Collections - Additional Capital Requirement	5,497	0	5,497	0	0	0	5,497	0	0	5,497	0	0	5,497
Macclesfield Cemetery Second Chapel - Additional requirement	200	0	200	0	0	0	200	0	0	200	0	0	200
Parks	1,483	0	1,483	0	0	0	1,483	0	1,483	0	0	0	1,483
<b>Total New Schemes</b>	<b>7,180</b>	<b>0</b>	<b>7,180</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,180</b>	<b>0</b>	<b>1,483</b>	<b>5,697</b>	<b>0</b>	<b>0</b>	<b>7,180</b>
<b>Total Environment and Communities Schemes</b>	<b>51,612</b>	<b>14,545</b>	<b>19,357</b>	<b>2,259</b>	<b>5,497</b>	<b>9,954</b>	<b>37,067</b>	<b>5,490</b>	<b>1,858</b>	<b>6,097</b>	<b>0</b>	<b>23,622</b>	<b>37,067</b>

## CAPITAL PROGRAMME 2025/26- 2028/29

Scheme Description	Total Approved Budget £000	Forecast Expenditure					Total Forecast Budget 2025-29 £000	Forecast Funding					Total Funding £000
		Prior Years £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000	Forecast Budget 2027/28 £000	Forecast Budget 2028/29 £000		Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	
<b>Committed Schemes</b>													
<b>Strategic Infrastructure</b>													
A500 Dualling scheme	89,456	11,131	950	0	0	77,375	78,325	74,025	4,300	0	0	0	78,325
A500 Corridor OBC Update	1,705	150	1,555	0	0	0	1,555	1,555	0	0	0	0	1,555
A50 / A54 Holmes Chapel	603	100	0	0	0	503	503	0	503	0	0	0	503
A54 / A533 Leadsmythy Street, Middlewich	563	176	0	0	0	387	387	0	387	0	0	0	387
A6 MARR Technical Design	473	279	194	0	0	0	194	70	124	0	0	0	194
A556 Knutsford to Bowdon	504	417	87	0	0	0	87	0	87	0	0	0	87
Peacock Roundabout Junction	750	52	500	0	0	198	698	0	698	0	0	0	698
Congleton Link Road	83,991	72,837	1,254	1,279	1,000	7,621	11,154	316	10,838	0	0	0	11,154
Crewe Green Roundabout	7,500	7,057	443	0	0	0	443	0	443	0	0	0	443
Flowerpot Phs 1 & Pinchpoint	5,519	1,609	588	336	337	2,649	3,910	3,187	723	0	0	0	3,910
Future High Street Funding - Flag Lane Link	1,558	1,249	309	0	0	0	309	309	0	0	0	0	309
Highways & Infrastructure S106 Funded Schemes	4,701	1,790	1,179	494	0	1,238	2,911	107	2,804	0	0	0	2,911
Transport & Infrastructure Development Studies	350	60	290	0	0	0	290	290	0	0	0	0	290
Middlewich Eastern Bypass	96,599	27,268	22,140	22,876	19,848	4,467	69,331	45,747	14,611	0	0	8,973	69,331
Mill Street Corridor - Station Link Project	1,534	992	542	0	0	0	542	0	242	0	0	300	542
North-West Crewe Package	51,367	50,167	300	300	300	300	1,200	0	1,200	0	0	0	1,200
Old Mill Road / The Hill Junction	1,324	187	1,137	0	0	0	1,137	0	1,137	0	0	0	1,137
Poynton Relief Road	54,848	48,906	1,096	1,146	1,435	2,265	5,942	0	2,751	0	1,000	2,191	5,942
Sydney Road Bridge	10,502	10,137	200	165	0	0	365	0	365	0	0	0	365
<b>Total Strategic Infrastructure Schemes</b>	<b>413,847</b>	<b>234,564</b>	<b>32,764</b>	<b>26,596</b>	<b>22,920</b>	<b>97,003</b>	<b>179,283</b>	<b>125,606</b>	<b>41,213</b>	<b>0</b>	<b>1,000</b>	<b>11,464</b>	<b>179,283</b>
<b>Highways</b>													
Alderley Edge Bypass Scheme Implementation	60,611	60,384	227	0	0	0	227	0	0	0	0	227	227
Integrated Block - LTP	8,012	0	2,003	2,003	2,003	2,003	8,012	8,012	0	0	0	0	8,012
Incentive Fund - LTP	5,800	0	1,450	1,450	1,450	1,450	5,800	5,800	0	0	0	0	5,800
Maintenance Block - LTP	25,275	0	7,878	5,799	5,799	5,799	25,275	23,196	0	0	0	2,079	25,275
Managing and Maintaining Highways	4,712	0	4,712	0	0	0	4,712	0	0	0	0	4,712	4,712
Pothole Funding	23,196	0	5,799	5,799	5,799	5,799	23,196	23,196	0	0	0	0	23,196
Programme Management	1,548	1,515	33	0	0	0	33	33	0	0	0	0	33
Road Safety Schemes Minor Wks	6,423	6,323	100	0	0	0	100	0	0	0	0	100	100
Traffic Signal Maintenance	1,095	835	260	0	0	0	260	260	0	0	0	0	260
Ward Members Local Highway Measures	872	357	515	0	0	0	515	139	0	0	0	376	515
Winter Service Facility	958	772	97	89	0	0	186	0	0	0	0	186	186
<b>Total Highways Schemes</b>	<b>138,502</b>	<b>70,186</b>	<b>23,074</b>	<b>15,140</b>	<b>15,051</b>	<b>15,051</b>	<b>68,316</b>	<b>60,636</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,680</b>	<b>68,316</b>

## CAPITAL PROGRAMME 2025/26- 2028/29

Scheme Description		Forecast Expenditure						Forecast Funding					
	Total Approved Budget £000	Prior Years £000	Forecast Budget 2025/26 £000	Forecast Budget 2026/27 £000	Forecast Budget 2027/28 £000	Forecast Budget 2028/29 £000	Total Forecast Budget 2025-29 £000	Grants £000	External Contributions £000	Revenue Contributions £000	Capital Receipts £000	Prudential Borrowing £000	Total Funding £000
Committed Schemes													
Strategic Transport & Parking Services													
Active Travel Fund	3,100	1,680	1,420	0	0	0	1,420	1,420	0	0	0	0	1,420
LEVI Capital Fund 23/24	2,172	0	543	543	543	543	2,172	2,172	0	0	0	0	2,172
Sustainable Travel Access Prog	2,438	2,238	200	0	0	0	200	200	0	0	0	0	200
Local Access - Crewe Transport Access Studies	400	188	212	0	0	0	212	212	0	0	0	0	212
Local Access - Macclesfield Transport Access Studies	300	161	139	0	0	0	139	139	0	0	0	0	139
LTP Development & Monitoring Studies	901	480	200	221	0	0	421	421	0	0	0	0	421
Digital Car Parking Solutions	140	113	27	0	0	0	27	0	0	0	0	27	27
Car Parking Improvements (including residents parking)	322	266	56	0	0	0	56	0	0	0	0	56	56
Total Strategic Transport & Parking Services Schemes	9,773	5,126	2,797	764	543	543	4,647	4,564	0	0	0	83	4,647
Total Committed Schemes	562,122	309,876	58,635	42,500	38,514	112,597	252,246	190,806	41,213	0	1,000	19,227	252,246
New Schemes													
Highways													
Highways Maintenance Capital	41,846	0	7,340	11,502	11,502	11,502	41,846	27,773	0	0	0	14,073	41,846
Highways: Depots (Macclesfield)	2,386	0	411	750	1,225	0	2,386	0	0	0	0	2,386	2,386
Highways: Depots (Wardle)	696	0	146	458	92	0	696	0	0	0	60	636	696
Strategic Transport & Parking Services													
Strategic Transport Model	750	0	250	250	250	0	750	0	0	0	0	750	750
Total New Schemes	45,678	0	8,147	12,960	13,070	11,502	45,679	27,773	0	0	60	17,845	45,679
Total Highways & Transport Schemes	607,800	309,876	66,782	55,460	51,584	124,099	297,925	218,579	41,213	0	1,060	37,072	297,925

## Section 4: Reserves 2025/26

Adults and Health Reserve Account	Opening Balance 01 April 2024 £000	Transfers to General Fund - MTFS Feb 2024 £000	2024/25 Net Movement on Reserve £000	Transfers to General Fund Feb 2025 £000	Closing Balance Forecast 31 March 2025 £000	2025/26 Net Movement on Reserve £000	Closing Balance Forecast 31 March 2026 £000
PFI Equalisation - Extra Care Housing	2,857	(2,795)	0	(62)	0	46	46
Public Health Reserve	2,369	0	9	0	2,378	(1,025)	1,353
<b>Adults and Health Reserves Total</b>	<b>5,226</b>	<b>(2,795)</b>	<b>9</b>	<b>(62)</b>	<b>2,378</b>	<b>(979)</b>	<b>1,399</b>

Children and Families Reserve Account	Opening Balance 01 April 2024 £000	Transfers to General Fund - MTFS Feb 2024 £000	2024/25 Net Movement on Reserve £000	Transfers to General Fund Feb 2025 £000	Closing Balance Forecast 31 March 2025 £000	2025/26 Net Movement on Reserve £000	Closing Balance Forecast 31 March 2026 £000
Domestic Abuse Partnership	131	0	(131)	0	0	0	0
Troubled Families Initiative	1,593	0	(1,593)	0	0	0	0
<b>Children and Families Reserves Total</b>	<b>1,724</b>	<b>0</b>	<b>(1,724)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Corporate Policy and Central Reserves	Opening Balance 01 April 2024	Transfers to General Fund - MTFS Feb 2024	2024/25 Net Movement on Reserve	Transfers to General Fund Feb 2025	Closing Balance Forecast 31 March 2025	2025/26 Net Movement on Reserve	Closing Balance Forecast 31 March 2026
Reserve Account	£000	£000	£000	£000	£000	£000	£000
Corporate Directorate Reserve	1,164	(935)	0	(229)	0	0	0
Collection Fund Management	8,154	(1,235)	(2,933)	0	3,986	3,469	7,455
Capital Financing Reserve	4,530	0	(4,530)	0	0	0	0
MTFS Reserve	2,914	(741)	255	(2,428)	0	0	0
2025/26 Transformation	0	0	3,500	0	3,500	(3,500)	0
Brighter Futures Transformation Programme	490	(470)	(20)	0	0	0	0
Section 31 Revenue Grants	14	0	0	(14)	0	0	0
Insurance Reserve	3,098	(3,098)	0	0	0	0	0
Elections General	132	0	0	0	132	0	132
Brexit Funding	13	(13)	0	0	0	0	0
HR	59	(59)	0	0	0	0	0
Pay Structure	54	0	0	(54)	0	0	0
Digital Solutions Architect	150	0	(150)	0	0	0	0
<b>Corporate Policy and Central Reserves Total</b>	<b>20,772</b>	<b>(6,551)</b>	<b>(3,878)</b>	<b>(2,725)</b>	<b>7,618</b>	<b>(31)</b>	<b>7,587</b>

<b>Economy and Growth</b>	<b>Opening Balance 01 April 2024</b>	<b>Transfers to General Fund - MTFS Feb 2024</b>	<b>2024/25 Net Movement on Reserve</b>	<b>Transfers to General Fund Feb 2025</b>	<b>Closing Balance Forecast 31 March 2025</b>	<b>2025/26 Net Movement on Reserve</b>	<b>Closing Balance Forecast 31 March 2026</b>
<b>Reserve Account</b>	<b>£000</b>	<b>£000</b>	<b>£000</b>	<b>£000</b>	<b>£000</b>	<b>£000</b>	<b>£000</b>
Place Directorate Reserve	1,164	0	(612)	(306)	246	(246)	0
Investment (Sustainability)	610	0	(21)	(40)	549	(549)	0
Legal Proceedings	212	0	(104)	0	108	(108)	0
Investment Portfolio	534	(534)	0	0	0	0	0
Homelessness & Housing Options - Revenue Grants	129	0	(129)	0	0	0	0
Tatton Park Trading Reserve	128	(128)	0	0	0	0	0
<b>Economy and Growth Reserves Total</b>	<b>2,777</b>	<b>(662)</b>	<b>(866)</b>	<b>(346)</b>	<b>903</b>	<b>(903)</b>	<b>0</b>

<b>Environment and Communities</b>	<b>Opening Balance 01 April 2024</b>	<b>Transfers to General Fund - MTFS Feb 2024</b>	<b>2024/25 Net Movement on Reserve</b>	<b>Transfers to General Fund Feb 2025</b>	<b>Closing Balance Forecast 31 March 2025</b>	<b>2025/26 Net Movement on Reserve</b>	<b>Closing Balance Forecast 31 March 2026</b>
<b>Reserve Account</b>	<b>£000</b>	<b>£000</b>	<b>£000</b>	<b>£000</b>	<b>£000</b>	<b>£000</b>	<b>£000</b>
Strategic Planning	568	(281)	(287)	0	0	0	0
Trees / Structures Risk Management	139	(55)	(30)	0	54	(54)	0
Air Quality	36	0	(5)	0	31	(31)	0
Licensing Enforcement	8	0	0	0	8	(8)	0
Flood Water Management (Emergency Planning)	2	0	(2)	0	0	0	0
Neighbourhood Planning	82	(41)	0	0	41	(41)	0
Spatial Planning - revenue grant	13	(13)	0	0	0	0	0
Street Cleansing	22	0	(4)	0	18	(18)	0
<b>Environment and Communities Reserve Total</b>	<b>870</b>	<b>(390)</b>	<b>(328)</b>	<b>(0)</b>	<b>152</b>	<b>(152)</b>	<b>0</b>



Highways and Transport Reserve Account	Opening Balance 01 April 2024 £000	Transfers to General Fund - MTFS Feb 2024 £000	2024/25 Net Movement on Reserve £000	Transfers to General Fund Feb 2025 £000	Closing Balance Forecast 31 March 2025 £000	2025/26 Net Movement on Reserve £000	Closing Balance Forecast 31 March 2026 £000
Rail and Transport Integration	385	(185)	(200)	0	0	0	0
Flood Risk and Adverse Weather Events	400	0	0	0	400	0	400
Highways Procurement Project	104	(20)	(15)	0	69	(69)	0
LEP-Local Transport Body	19	0	0	0	19	(19)	0
<b>Highways and Transport Reserve Total</b>	<b>908</b>	<b>(205)</b>	<b>(215)</b>	<b>0</b>	<b>488</b>	<b>(88)</b>	<b>400</b>

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**Annex B - Draft Financial Reporting Timetable**

<b>Report</b>	<b>Financial Cycle</b>	<b>Committee</b>	<b>When</b>
Service Budgets 2025/26	Planning	All Service Committees	March/April 2025
Cheshire Pension Fund update	Reporting	Finance Sub Committee	March 2025 (available on Members hub)
Medium Term Financial Strategy Assumptions and Reporting Cycle for 2026-30	Planning	Finance Sub Committee	June 2025
Financial Management Code update	Reporting	Finance Sub Committee	June 2025
Financial Outturn 2024/25	Reporting	All Committees / Council	June 2025  July 2025 (Council)
Final Outturn and Draft Statement of Accounts 2024/25	Reporting	Audit and Governance	July 2025
Companies Draft Statements of Accounts 2024/25	Reporting	Audit and Governance / Finance Sub Committee	July 2025  September 2025
First Financial Review 2025/26	Monitoring	All Committees / Council	September / October 2025  October 2025 (Council)
ECW (Enterprise Cheshire & Warrington) First Financial Review 2025/26	Monitoring	Finance Sub Committee	September 2025
Companies First Financial Review 2025/26	Monitoring	Finance Sub Committee	September 2025
Cheshire Pension Fund update	Reporting	Finance Sub Committee	June 2025 (available on Members hub)

**Annex B - Draft Financial Reporting Timetable**

<b>Report</b>	<b>Financial Cycle</b>	<b>Committee</b>	<b>When</b>
Medium Term Financial Planning Assumptions - update	Planning	Finance Sub Committee	September 2025
Cheshire Pension Fund update	Monitoring	Finance Sub Committee	September 2025
ECW (Enterprise Cheshire & Warrington) 2024/25 Accounts - Audit & Governance Committee	Reporting	Audit and Governance / Council	September 2025 October 2025 (Council)
Medium Term Financial Strategy Consultation for 2026/27-2029/30 - launch	Planning	Corporate Policy Committee	October 2025
Second Financial Review 2025/26	Monitoring	All Committees / Council	November 2025 December 2025 (Council)
ECW (Enterprise Cheshire & Warrington) Second Financial Review 2025/26	Monitoring	Finance Sub Committee	November 2025
Companies Second Financial Review 2025/26	Monitoring	Finance Sub Committee	November 2025
Medium Term Financial Strategy Consultation 2026/27-2029/30 - committees to review their respective Service proposals	Planning	All Committees	November 2025
Final Statement of Accounts 2024/25	Reporting	Audit and Governance / Council	December 2025
Audit of Accounts 2024/25 - report from A&G Committee to Council on main items from the external auditors report	Reporting	Audit and Governance / Council	December 2025
Companies Audited Financial Statements 2024/25	Reporting	Audit and Governance / Council	December 2025

**Annex B - Draft Financial Reporting Timetable**

<b>Report</b>	<b>Financial Cycle</b>	<b>Committee</b>	<b>When</b>
Council Tax Base 2026/27	Reporting	Corporate Policy Committee / Council	November 2025 December 2025 (Council)
Financial Management Code – In Year update	Monitoring	Finance Sub Committee	January 2026
Cheshire Pension Fund update	Monitoring	Finance Sub Committee	January 2026
Third Financial Review 2025/26	Monitoring	All Committees / Council	January / February 2026 February 2026 (Council)
ECW (Enterprise Cheshire & Warrington) Third Financial Review 2025/26	Monitoring	Finance Sub Committee	January 2026
Companies Third Financial Review 2025/26	Monitoring	Finance Sub Committee	January 2026
Medium Term Financial Strategy Consultation 2026/27 to 2029/30 plus Provisional Settlement update	Planning	All Committees	January / February 2026
Medium Term Financial Strategy 2026/27-2029/30 - including any supplementary updates	Reporting	Corporate Policy Committee / Council	February 2026
Cheshire Pension Fund update	Monitoring	Finance Sub Committee	March 2026
Service Budgets 2026/27	Planning	Finance Sub Committee	March 2026

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Open

## **Children and Families Committee**

**7 April 2025**

### **Children and Families Capital Programme –Capital schemes (including new, named, and amended schemes and School Condition Programme)**

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**Report of: Claire Williamson - Director of Strong Start, Family Help  
and Integration**

**Report Reference No: CF/53/24-25**

**Ward(s) Affected: All Wards**

**For Decision or Scrutiny: Decision/Scrutiny**

#### **Purpose of Report**

1. To update the Committee on progress delivering the school capital programme and approve progression of the projects and named schemes that are detailed in the Appendices.
2. To provide the Committee with an overview of schemes undertaken and on those schemes that have been completed over the last year.
3. To ask the Committee to delegate authority to the Executive Director of Childrens Services to deliver the Childrens and Families 2025/26 capital programme in a timely manner and assist the Council to meet its statutory responsibility to ensure sufficiency of school places.

4. To ask the Committee to delegate authority to the Director of Childrens Services to allocate uncommitted funds to projects for the purpose of supporting additional pupil places and Special Education Needs (SEN)schemes, and to approve any Virements and enter into any grant agreements as necessary in order to deliver these projects. Where necessary such decisions to be made in consultation with the Chief Finance Officer in accordance with the Finance Procedure Rules.

## **Executive Summary**

5. Overall, this report emphasises the positive working arrangements in place between the Council's internal departments with schools in order to progress schemes from initial concept through to completion. This coordinated approach enables the Council to continue to achieve very high percentages for Cheshire East families being able to attend their local school of choice. Appendix 1 of this report outlines details of this.
6. As the strategic commissioner of school places, Cheshire East Council has a statutory duty to ensure that there are sufficient places in our schools to meet the needs of residents. Having the right educational placement for all children and young people is key to supporting children and young people to achieve their potential and to develop the range of skills and experiences they need to equip them for adulthood.
7. As strategic commissioner we are also required to ensure we have sufficient provision for pupils with special educational needs. Due to the increasing level of complexities of children and young people identified through assessment, the demand for specialist SEN places continues to increase and is most acute in SEN special schools. The Council is currently over-reliant on using high cost out of borough independent schools to meet the needs of children and young people with complex needs which due to their locations can also include long travel journeys. Therefore, increasing local specialist provisions within Cheshire East is essential to enable us to deliver high quality local schools for children and young people and at the same time reducing revenue costs.
8. Appendix1 provides details of the schemes that have been completed during 2024/25 and provides an update on the schemes which are in progress and provides the anticipated start/completion dates.
9. Appendix 2– Medium Term Finance Strategy (MTFS) – Capital Programme 2025/26

This Appendix sets out the detailed programme of identified schemes together with future proposals which are included in the MTFS and highlights the following: -



- The changes to the 2025/26 programme
  - Identifies new schemes to be included that are fully funded from grant funding.
  - Where Funding allocation has been identified it can be used to support the feasibility of the schemes for future projects and to help to determine the viability of the scheme together with indicative costings.
  - Where applicable, it provides details of the schemes that were included within the previous block allocations, these schemes have now been detailed as named schemes.
  - It details the Stage of works currently being progressed (as at March 2025)
  - It provides a rationale for any changes that have taken place since the previous report to Children and Families Committee in June 2024
  - It details any Budget uplifts that may be required.
10. Appendix 3 provides an overview of the changes to the capital programme which includes details of the new, named and amended schemes, in addition to the proposed works that are to commence using the block funding allocations.
11. Appendix 4 provides members with an overview of the surveys and visits undertaken in schools to assess the condition of the building and any assets in the buildings, health and safety and compliance.
12. It is very much hoped that committee can recognise the significant work undertaken by officers to effectively manage this capital investment in our schools and work within existing financial processes linked to the MTFS. There is much to celebrate in achieving a comprehensive programme of capital investment in Cheshire East schools to allow families to attend a successful and local school of their choice.

## RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. To note the overview of current schemes in progress and those completed during 2024/25 as detailed in Appendix 1.
2. Agree the allocation of the Children and Families Capital funding as approved in the budget by full council on 26 February 2025 to the schools and projects as set out in Appendix 2.
3. Delegate authority to the Executive Director of Childrens Services to determine the school sites and works to be carried out from the block allocations set out in Appendix 2 and take all necessary steps to deliver those works.
4. To approve the new, named and amended schemes as detailed in Appendix 3.
5. Delegate authority to the Executive Director of Childrens Services to approve uplifts to project costs of individual schemes approved in the Capital Programme to a maximum of 20% of the approved capital budget or £500,000 whichever is the lesser sum, in consultation with the Chief Finance Officer where required by the Finance Procedure Rules.
6. Delegate authority to the Executive Director of Childrens Services to allocate uncommitted funds to enable the progression of feasibility studies, design development and project delivery, where projects will be for the purpose of supporting additional pupil places, SEN schemes, condition schemes and any necessary accommodation updates to school settings.
7. Delegate to the Executive Director of Childrens Services the authority to approve Virements and where necessary enter into grant agreements with Academies and Diocesan bodies to facilitate the delivery of the projects identified in the Children and Families Capital Programme.
8. To note the information provided in appendix 4, Briefing note – Condition, Compliance and Health & Safety assessments in our schools.
9. To note that the Executive Director of Childrens Services will provide a regular update to committee on the implementation of the Children and Families Capital Programme and the exercise of the delegations set out in this report.
10. To note that the Executive Director of Childrens Services will provide a further report to committee detailing the school condition programme once the school condition grant allocation has been announced by the DfE.

## Background

13. The various funding streams which are utilised to support the capital investment into our schools include Basic Need Grant (DfE funded), Schools Condition Allocation Grant (DfE funded), High Needs Provision Capital Fund (DfE funded), developer contributions under s106 Town and County Planning Act 1990 and Approved Council Prudential Borrowing. Many of the grant allocations received from the DfE are based upon annual returns which the Council completes outlining our levels of need.
14. The Department for Education (DfE) provides basic need capital grant funding to local authorities to support them to meet their statutory responsibility to ensure there are enough school places available in their area for every child aged 5 to 16, as set out under section 14 of the 1996 Education Act.  
The annual 'School Capacity Survey' return (SCAP) as submitted to DfE in July provides the summary of priority areas where additional places are needed, and this is used to generate basic need allocations.
15. The DfE provides School Condition Allocations (SCA) on an annual basis for local authority-maintained schools only which provides the Council with the mechanism to maintain/improve school building infrastructures. In line with DfE guidance, investment should be prioritised on keeping school buildings safe and in good working order by tackling poor building condition, building compliance, energy efficiency, safeguarding concerns as well as health and safety issues. An indicative budget for the anticipated 2025-26 School Condition Allocation (SCA) grant of £2m was included in the Medium-Term Financial Strategy (MTFS), which was approved at full council in February 2025. This figure will be adjusted once the allocation is confirmed, in line with previous years we are expecting an announcement from central government in April/May 2025.
16. The school condition allocation can only be used for maintained, foundation and voluntary controlled schools. Academies have access to the Condition Improvement Fund and Voluntary Aided settings are funded via LCVAP (Locally Co-ordinated Voluntary Aided programme), both of these grants are distributed by the Department for Education direct to Academy Trusts and the Diocesan Authorities.
17. In previous years the DfE have provided High Needs Provision Capital Fund to meet the capital costs associated with providing new places and improving existing provision for children and young people with complex needs, who have Education, Health and Care plans (EHCPs), and where

appropriate, other children and young people with SEND ( Special Educational Needs and Disability) who do not have an EHCP. At this stage we are awaiting confirmation of funding and have not included any additional funding in advance of any notifications.

18. The critical themes which combine to potentially result in an increase to any budget envelope for our named capital schemes are outlined below.

- a. Inflation – whilst it is recognised that the overall inflation rate is now falling, some building associated costs are showing higher rates which is impacting on the overall costs.
- b. Planning requirement – during the planning process, there are often conditions included in the grant of a planning permission that must be complied with and result in additional costs being added to the overall budget.
- c. Design and development – as schemes progress from an initial feasibility stage, associated costs may change as a result of more detailed investigations due to the outcomes of required surveys and ground conditions/stability.
- d. Carbon Neutral – the Council is committed to being carbon neutral by 2027 which results in capital build schemes being required to modify buildings to align with this expectation. Due to demand the costs of greener technologies such as Air Source Heat Pumps have significantly increased and when these are installed there can be the additional cost of increasing electricity supplies to a site.
- e. School infrastructure/condition – any scheme will attempt to improve certain conditions of existing buildings and/or to ensure existing infrastructure has the capacity to cope with the increase of school places. Meeting catering /dining hall requirements or additional toilets are examples of common infrastructure changes.

19. The delivery of more SEN schemes will ultimately support the Council's ambitions to provide more in borough specialist school placements to support its residents whilst helping the Directorate with its management plan in reducing the overall deficit within its dedicated schools grant budget.

## **Consultation and Engagement**

20. Prior to and during the scoping and progression of capital programmes of work, engagement events, both formal and informal will take place to seek views and feedback from key stakeholders on proposed schemes. Such events will involve meetings with

Headteachers/Governors/academy trusts both individually and across planning areas, briefings for local members as well as structured consultations.

21. 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) formal consultation is undertaken as required on all schemes where specific criteria are met. Similar national guidance applies to academies; Department for Education, Making significant changes to an academy-non-statutory guidance on collaborative school place planning and making organisational changes to academies (October 2024)
22. Detailed records of consultations are kept for all schemes where formal consultation is required, and the feedback received is carefully considered as part of the finalisation of a scheme to ensure community views are considered.

### **Reasons for Recommendations**

23. The necessity to commit to the significant capital investment in our schools set out in Appendices attached to this report, is fundamentally in response to our statutory requirement to provide sufficiency of school places for Cheshire East families. Failure to meet this requirement would result in increased anxieties in families being unable to attend a local school and added competition between schools many of whom set their own admission arrangements. The recommendations seek approval from Committee to progress with these priority schemes and allocate funding accordingly and to delegate authority to the Executive Director of Children Services to take decisions to deliver the schemes which allows for the effective management of each of these programmes of work in a timely manner.
24. The delegated authority to the Executive Director of Childrens Services to approve uplifts to project costs of individual schemes approved in the Capital Programme to a maximum of 20% of the approved capital budget or £500,000 whichever is the lesser sum, will ensure that schemes are progressed in a timely way and to provide updates to committee as required. Where the decision process includes financials or contracts, this will be done in consultation with the Chief Finance Officer.
25. Committee have been previously informed about the current pressures on funding which are resulting in costs of scheduled schemes increasing due to a range of factors, these can include additional costs as a result of planning conditions, high costs resulting from low carbon build standards, increasing costs of materials, rising costs of raw materials etc.

## Other Options Considered

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

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

progress the school condition programme	health and safety risks and safeguarding issues	
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## Implications and Comments

*Monitoring Officer/Legal*

32. The Council has a legal duty under sections 13 to ensure that efficient primary, secondary and further education is available to meet the needs of their population; 13A which require local authorities to: ensure that their education functions are exercised with a view to promoting high standards, ensuring fair access to opportunity for education and training, and promote the fulfilment of learning potential; and 14 of the Education Act 1996 secure that sufficient schools for providing primary and secondary education are available for their area.

Under the DFE guidance, Making significant changes ('prescribed alterations') to maintained schools, the statutory process is set out when making prescribed alterations to schools. Part of the process includes consultation.

Consultation must be adequate, carried out fairly with all of those affected by the proposals being included, with a sufficient explanation as to why the consultation is taking place to enable the consultees to consider the reasons, it should allow adequate time for consultation to take place and all consultee responses must be given proper weight before the final decision is taken. The decision must set out the reasons in how the decision has been reached and include a consideration of the consultation responses.

A failure to follow the correct process can result in the decision and the consultation exercise being subject to judicial scrutiny in a judicial review.

The Council are under a duty to ensure that they have regard to the public sector equality duty (PSED) which requires public bodies to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations between different people when carrying out their activities, including making decisions and carrying out consultation exercises. Therefore, careful thought needs to be given to engage with the relevant individuals and that the aims of the PSED are achieved at the earliest possible stage in the decision-making process. Under the Gunning principles set out the common law principles to be observed when undertaking consultation. *R v London Borough of Brent ex parte Gunning* [1985] 84 LGR 168 established these principles, which set out that a consultation is only lawful when these four principles are met:

1. Proposals are still at a formative stage - A final decision has not yet been made, or predetermined, by the decision makers.
2. 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.
3. There is adequate time for consideration and response- There must be sufficient opportunity for consultees to participate in the consultation. In the absence of a prescribed statutory period, there is no set timeframe for consultation, though it is widely accepted that twelve-week consultation period is sufficient. The adequacy of the length of time given for consultees to respond can vary depending on the subject and extent of impact of the consultation.
4. '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.

#### *Section 151 Officer/Finance*

33. Funding for Children and Families capital programme is through a range of routes with the main ones relating to the use of the 'Basic Need' grant along with agreed Section 106 developer funding for education to mitigate the need for additional school places due to the impact of new housing. In addition to this external DfE grant has been allocated that supports SEN/High Needs schemes including provision of additional places. There is an annual allocation of School Condition funding, but this can only be used for local authority-maintained schools.
34. The Authority receives differing allocations of Basic Need grant which is based upon our submitted annual SCAP return. This funding is used to meet the additional places required in priority planning areas as referenced in the SCAP. Following the announcement from the DfE on 28 March 2023, the 2025/26 Basic Need allocation was confirmed as £2.442m. There have been no further Basic Need allocations at the time this report was written.
35. The School Condition Grant allocation is based on the number of maintained schools within the authority and can change subject to the number of schools that have converting to an academy, or an academy order has been submitted.
36. The DfE provides School Condition Allocations (SCA) on an annual basis for local authority-maintained schools only and provides the Council with the mechanism to maintain/improve school building infrastructures. In



line with DfE guidance, investment should be prioritised on keeping school buildings safe and in good working order by tackling poor building condition, building compliance, energy efficiency, safeguarding concerns as well as health and safety issues.

37. An indicative budget for the anticipated 2025-26 School Condition Allocation (SCA) grant of £2m was included in the Medium-Term Financial Strategy (MTFS) 2025-29, which was approved at Full Council in February 2025. This figure will be adjusted once the allocation is confirmed, in line with previous years we are expecting an announcement from central government in April/May 2025.
38. Following the announcement from the DfE on 26 March 2024, the 2023 to 2025 High Needs Provision Capital Fund Allocation was confirmed as £5.8m. There have been no further allocations at the time this report was written.
39. In January 2024, Cheshire East Children and Families Service, submitted its application for Safety Valve Capital Funding, this included 2 x 60 place SEND primary schools, 20 place expansion of Springfield (Wilmslow), 1 x 14 place SEN unit and additional funding to support new SEND satellite schools, SEND school places, SEN units and Resource provisions within mainstream settings across the borough. On 1 May 2024, the DfE confirmed that the majority of the application had been approved, and the Council has been allocated an additional £16,574,250 of grant funding to support these proposals.
40. The new schemes detailed in the Appendix 3 will be funded from the uncommitted Basic Need, High Needs Provision Capital Funding allocation and School Condition allocation.
41. The schemes with budget uplifts detailed in Appendix 3 will be funded from the uncommitted Basic Need and High Needs Provision Capital funding.
42. The schemes and block allocations named in Appendix 4, are fully funded from the School Condition Block allocation, also approved at Full Council on 26 February 2025 as part of the Medium-Term Financial Strategy (MTFS) 2025-26.
43. Capital grants have conditions that specify what they can be used for. If a scheme does not go ahead any spend incurred on that scheme would need to be written off to revenue.

*Policy*

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

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

46. Equality Impact Assessments are completed informally and formally to determine the varying needs of learners and their families to be able to access schools. Such factors are built into all stages of the progression of a scheme.

### *Human Resources*

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

### *Risk Management*

48. As outlined in the finance section, the DfE have confirmed capital funding grants which allows for the virement of funding. This funding is already available and therefore is not reliant on future funding allocations.
49. Appendix 2 outlines the availability of unallocated funding. This does reduce levels of risk where scheme costs are increasing. However, we often have no ability to predict future grant allocations.
50. 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*

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

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

52. In accordance with the programme to provide additional school places within Cheshire East, the schemes as outlined will provide more spaces for young people to learn and develop friendships with other local children within a local school thus promoting local community cohesion.
53. The school organisation service wherever possible will directly involve the young people in some of the design elements of schools as well as decision making with the appointment of sponsors for new schools.

### *Public Health*

54. There are no direct implications for public health however, some children and young people currently travel significant distances to access the specialist provision they may require. This can have an impact on their emotional wellbeing and can significantly lengthen the school day. The

successful applications for new SEN free schools will mean more vulnerable children getting a placement in their local area thus keeping supporting their needs within their local community.

55. By reducing the distances which children are having to make to attend school the programme of works as outlined will also help reduce congestion on the roads and therefore reduce emissions improving the air quality and making a better local environment to live in.

- Any increase in SEND provision will require strategic joint commissioning of specialist health services to ensure resources for such services as physiotherapy are sufficient to meet increased demand as more localised school places are generated.

### *Climate Change*

56. Providing additional school places will enable Cheshire East children the ability to secure at place at their local school thus reducing the need to travel outside of the area which will reduce energy consumption.

57. Cheshire East Council are very aware of their environmental education and stewardship role and are very interested in promoting sustainability in general.

58. Cheshire East Council is committed to being carbon neutral by 2025 and our capital build schemes are required to align with this expectation.

59. It is noted that any funding is for a capital project and not for the ongoing revenue costs. Therefore, as part of the detailed design process, the design team will be exploring how the expansion could be designed to minimize future running costs. Systems that save on energy consumption will be considered, particularly for electricity, with absence detection being the preferred lighting strategy.

<b>Access to Information</b>	
Contact Officer:	Joanne Prophet <a href="mailto:Joanne.prophet@cheshireeast.gov.uk">Joanne.prophet@cheshireeast.gov.uk</a>
Appendices:	Appendix 1 – Update on projects  Appendix 2 – Children’s and Families capital Programme March 2025  Appendix 3 -summary of changes

	Appendix 4 - Briefing Note - Condition, Compliance and Health & Safety assessments in our schools.
Background Papers:	<ol style="list-style-type: none"> <li>1. MTFS approval paper Feb 2025</li> <li>2. Children and Families Committee June 2024</li> <li>3. Pupil Place Planning Sufficiency Report</li> </ol>

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## Appendix 1 Children and Families Directorate

### **Schemes completed during 2024/25 – Expansion/accommodation schemes and SEN additional places**

- The Dingle Primary school, Haslington - Expansion scheme to provide 70 additional primary places for years 5-11. Completed May 2024
- Wilmslow High school, Wilmslow – Significant expansion and remodeling scheme to provide 300 additional secondary places for years 7-11. Completed July 2024
- Springfield school, Wilmslow – Scheme to provide 80 place SEN satellite school. Completed – January 2024
- Springfield school, Crewe – Expansion scheme to provide 80 additional SEN places. Completed – August 2024
- Shavington Academy (Secondary), Shavington - Expansion scheme to provide 150 additional secondary places for years 7-11. Completed May 2024
- Shavington Academy (Secondary), Shavington – Scheme to provide 14 place resource provision – Completed September 2024
- Brine Leas secondary school – Phase 2 works. Completed November 2024
- Wheelock Primary - Expansion to 2FE – Phase 1 Completed December 2024
- Sandbach Primary Academy – Expansion to 1FE – Completed December 2024
- Wistaston Academy, Crewe – Scheme to provide 24 place SEN unit – Completed October 2024

### **Schemes completed during 2024/25 – School Condition, Safeguarding, Safety and suitability schemes to address school accommodation issues**

#### **Public Sector Decarbonisation Schemes**

- Bollington Cross PS - Air source heat pump/PV/LED Lighting – Complete
- Dean Valley PS - Air source heat pump/PV/LED Lighting – Complete
- Springfield School (Crewe) Air source heat pump/PV/LED Lighting – Complete
- Ruskin HS - Air source heat pump/PV/LED Lighting – Onsite/Imminent completion
- Sound and District School - Air source heat pump/PV/LED Lighting – On site imminent completion
- Springfield school Wilmslow - Air source heat pump/PV/LED Lighting – Complete (was part of main refurbishment project)

#### **School Condition Allocation Programme schemes completed**

- High Legh Primary School Boiler Replacement - Complete
- Ashdene Primary School - Partial Roof Replacement Project – Complete
- Alderley Edge Primary School - Small boiler / water tank replacement - Complete
- Lindow Primary School - Fire Alarm System Upgrade - Complete



- Elworth CE Primary School - Asbestos Removal Works to Ceiling Voids - Complete
- Styal Primary School - Main Hall Floor Repairs - Complete
- Weaver Primary School - Compartmentation and Electrical works - Complete
- Lindow Primary School – Essential Drainage works - Complete
- Lindow Primary School - Flooring repairs to Main Hall - Complete
- Scholar Green Primary School - Replacement of water main - Complete

### **Safeguarding Works**

- Lower Park Primary - Perimeter fencing/Safeguarding works - Complete
- Lindow Primary – Perimeter fencing and gates/Safeguarding works - Complete
- Alderley Edge Primary – Perimeter fencing/Safeguarding works - Complete

### **Update on live/current schemes – Expansion/accommodation schemes and SEN schemes**

- **Leighton Primary Academy** – Scheme to provide 20 place SEN unit – currently on site due for completion Easter 2025
- **Kingsbourne Primary Academy** - New school – Due to technical issues that still need to be resolved, at this time we are unable to confirm the exact date when the new school will be operational. Further communication will be shared with members and the wider community once we have a clear understanding of the programme for implementation.
- **Basford new primary school** – New school – New developer is taking over the site and we are initiating discussions around access to the site to commence ground investigations and surveys. Once details are confirmed a briefing note will be issued to members with a full update and timeline.
- **Springfield Wilmslow** – 20 place expansion scheme – In design development
- **Tytherington High School** – Phase 2 expansion – Following a review of the scope of the scheme and available budget, approval is awaited from the DfE Regional Director.
- **Springfield Middlewich (Cledford House)** – Provision of 60 place SEN satellite school – In design development
- **Westfields SEN scheme** – Awaiting response from DfE
- **New AP Crewe (Flagg Lane baths)** – Awaiting response from DfE
- **Vernon Primary School** – Demolition of redundant HORSIA building – Final design development ongoing
- **Vernon Primary School** – Expansion scheme to formalize PAN at 60 places and increasing capacity to 420 places – This is currently in development including pre-construction services.
- **Chelford Primary School** – Scheme to address accommodation issues – This is currently in development including pre-construction services.
- **Wheelock Primary** - Expansion to 2FE – Phase 2 – Scheme currently in its design phase and will see some internal adaptations and a hall extension to complete the 2FE expansion.





- **Park Lane Special school** – Works to support capacity increase by 24 places – Some internal modifications and refurbishment including the provision of additional toilets will allow the school to accommodate additional pupils

#### **Update on live/current schemes - School Condition Programme**

- **Ruskin Community High** - Ventilation Tower – Design development stage
- **Sound and District PS** – Windows - Awaiting planning approvals (listed building)
- **Sound and District PS** - Fire alarm and Emergency Lighting – Out for tender and awaiting planning approvals (listed building)
- **Brierley Primary** – Roofing works – Scheme on site summer 2025
- **Buglawton Primary** - Roofing works – Design/tendering stage
- **Buglawton Primary** - Heating system – Design/tendering stage
- **Vine Tree Primary** - Heating System – Design/tendering stage
- **Havannah Primary** - Boiler Controls – Design/tendering stage
- **Wrenbury Primary** - Roofing works – Works to be phased over 2 years due to extent of work required and to enable decant of accommodation. Phase 1 due on-site Spring 2025.
- **Gainsborough Primary** – Replacement of floor screed. This is in design development. Will be subject of a grant agreement with Alexandra Academies Trust.
- **Wrenbury Primary** - Boiler replacement – Works to commence Easter 2025.

#### **Update on live/current schemes - Public Sector Decarbonisation Schemes**

- **Elworth CE Primary** – Air source heat pump/PV/LED Lighting – onsite.
- **Mobberley CE Primary** - Air source heat pump/PV/LED lighting – Due on site imminently, delays due to site access issues.



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Appendix 2				Details of Changes April 2025				Approved MTFS February 2025							Funding/Changes required		Funding stream additional monies to be funded from/Notes
Changes detailed on appendix 3	Changes April 2025	School/Scheme Description	Scheme details	Stage of Work - March 2025 (Date of writing)	Number of Places being created	Changes	Changes Funded	Total Approved Budget	Prior Years	Forecast Budget 2025/26	Forecast Budget 2026/27	Forecast Budget 2027/28	Forecast Budget 2028/29	Total Forecast Budget	Total New Funding/Changes required April 2025	Scheme Totals	
								£000	£000	£000	£000	£000	£000	£000	£000	£000	
	No change	Adelaide Academy	Expansion Scheme - Additional places - additional costs following scheme changes and inclusion of additional toilets	Detailed design	20			904	155	748	0	0	0	904		904	
		Block allocation	Basic Need Grant Allocation	Grant allocation													
	No change	Brine Leas High School	Phase 2 - Phase 2 of expansion scheme to address accommodation shortfalls/infrastructure	Complete				701	701	0	0	0	0	701		701	
1	New scheme	Chelford Primary school	Scheme to address accommodation issues	Feasibility/design		Named scheme to address suitability issues within the school	Yes	0	0	0	0	0	0	0	340	340	s106 and SCA
	No change	Congleton Planning Area - New School (3)	Giants wood new primary school - 210 places - once timeline to commence with new school is agreed budget figure will need to be amended once scheme is costed	Concept	210			7,504	54	0	2,200	5,250	0	7,504		7,504	
	No change	Congleton Planning Area - Primary (1)	Scheme and school to be determined	Concept	105			2,209	179	0	2,030	0	0	2,209		2,209	
		Funding line	Devolved Formula Grant	Grant funding (schools)													
		Funding line	Energy Efficiency Grant	Grant funding (schools)													
2	Increase budget to enable further feasibilities	Future Schemes - Feasibility	Schemes to be determined	Feasibility		Additional budget to support feasibility studies as required	Yes	250	71	179				250	150	400	BN/HNPCA/SCA
	No change	Gainsborough Primary - Flooring	Scheme approved by committee in November 2024. Flooring and underfloor heating replacement scheme	Detailed design				304	50	254	0	0	0	304			
	No change	Handforth Planning Area - New school - HFGV	HFGV - potential all through school - Budget figure will need to be amended once timeline for HFGV is agreed and scheme is costed	Concept	810			13,003	103	101	1,000	3,300	8,499	13,003		13,003	
	No change	Macclesfield Planning Area - New School	SMDA new primary school - Budget figure will need to be updated once a timeline for SMDA is agreed	Concept	210			4,001	1	0	0	4,000		4,001		4,001	
	No change	Macclesfield Planning Area - Secondary new places	Potential schemes to support additional places in in Macc Secondary schools	Concept	TBC			731	5	25	700	0	0	730		730	
	No change	Mobberley Primary School	Scheme currently on hold pending review of capital priorities and available funding	Outline Design				1,208	37	50	512	609	0	1,208		1,208	
	No Change	Nantwich Planning Area - Primary - Kingsbourne Academy New Primary School	Kingsbourne Academy new primary school - 210 places - Due to technical issues that still need to be resolved, at this time we are unable to confirm the exact date when the new school will be operational.	Due to commence on site imminently	210			9,061	1,233	6,328	1,500	0	0	9,061		9,061	
	No Change	New AP Free school - Crewe	Approved by committee November 2024					500	10	240	250	0	0	500			
	No Change	New Satellite special school - 2	Scheme added following successful safety valve bid. Feasibility to be undertaken to confirm site and fully determine costs. Anticipated cost to deliver 60 place SEN primary satellite school. Budget figure will need to be updated once scheme costed	Feasibility	60			9,000	50	500	5,050	3,400	0	9,000		9,000	
	No change	New SEN Free school - Westfields	Capital contribution to support the freeing up of Westfields to enable 120 place SEN New Free School	Monies transferred as part of the workplace transformation				1,000	1,000					1,000		1,000	
	No change	New SEN places - New scheme to support additional Alternative Provision Places - Scheme/sites to be determined, funding to initially support feasibilities	Scheme added following successful safety valve bid. Feasibility to be undertaken . Feasibility only at this stage. Budget figure will need to be updated once scheme costed	Concept	40			25		25				25		25	
3	New scheme	Park Lane school	Internal works for additional classroom and toilets to enable the school to admit up to 156 places	Feasibility/detailed design	32	Funding to support works to support additional places	Yes								200	200	SCA
6	Named scheme	Poynton Planning area - Vernon Primary	Scheme to provide 70 additional places	Outline design and commence with Consultation	70			1,500	113	1,000	387	0	0	1,500		1,500	
	No change	Provision of SEN Unit - Wistaston Academy, C	Wistaston Academy - Specialist Resource Unit for up to 24 pupils	Complete	24			1,506	1,506	0	0			1,506		1,506	
4	Additional funding approved as per delegated approvals for DCS	Provision on SEN unit - Leighton Primary Academy	Scheme to provide 20 place SEN unit	Complete (easter)	20	Additional funding to support increase in age range to support reception age pupils in the new resourced unit at Leighton Primary academy	Yes	163	163					163	30	193	HNPCA
	No change	Provision of Sufficient School Places - SEND Springfield Crewe	Springfield Crewe	Complete	80			7,182	6,860	322	0			7,182		7,182	
	No change	Sandbach Primary Academy	Sandbach Primary School - Additional 105 Places	Complete	105			1,583	1,583					1,583		1,583	
		Block allocation	Schools Condition Capital Grant	Grant allocation													
	No change	SEN New Free School - Westfields site	Funding for potential abnormal costs and project management/officer input - The main scheme will be DfE funded	Concept	120			1,000	250	250	500			1,000			
		Block allocation	SEN/High Needs Capital Allocation	Grant allocation													
	No change	Shavington Planning Area - Secondary - Shavington Secondary	Shavington Secondary School - 150 places plus 14 place RP	Complete	150			3,507	3,507	0	0			3,507		3,507	
	No change	Shavington Planning Area - New Primary School	Basford East new primary school - 210 places. Budget figure will need to be updated once scheme costed	Feasibility	210			8,040	256	1,000	6,784	0		8,040		8,040	Scheme has been on hold. A new developer has now taken possession of the site and access is being sought to complete our feasibility
		Block allocation	Special Provision Fund Capital Grant	Grant allocation													
	No change	Springfield Satellite Site		Complete	80			6,112	6,112	0	0			6,112		6,112	

	No change	Springfield Satellite site - Middlewich	Scheme added following successful safety valve bid. Feasibility being undertaken to fully determine costs. Anticipated cost to deliver 60 place SEN primary satellite school. Budget figure will need to be updated once scheme costed	Detailed design and tendering process	60			6,000	500	5,500	0	0	0	6,000		6,000	
	No change	Springfields Wilmslow - 20 additional places	Scheme added following successful safety valve bid. Feasibility to be undertaken . Anticipated cost to deliver 20 additional SEN places at Springfield Wilmslow, reusing Dean Row Community Centre. Budget figure will need to be updated once scheme costed	Detailed design and tendering process	20			1,000	250	750				1,000		1,000	
	No change	The Dingle PS Expansion	Additional 70- Places at the Dingle Primary	Complete	70			1,395	1,395	0	0			1,395		1,395	
5	Additional funding approved as per delegated approvals for DCS	Tytherington High School	150 additional places					2,200	272	2,228				2,500			
				Due to commence on site imminently	150			Additional budget required due to rising costs/site delays/ planning issues							300	2,800	BN, s106
	No change	Various SEN sites- Small works/adaptations		Ongoing				150	50	100				150		150	
	No change	Wheelock Primary School	Wheelock Primary School - Additional 105 places	Phase 1 complete. Phase 2 in detailed design	105			2,411	1,201	1,210	0			2,411			2,411
	No change	Wilmslow High School		Complete	300			14,179	13,654	525	0			14,179		14,179	
	No change	Wilmslow Primary Planning Area	400k of funding developer contribution which is assigned to NAPs	Feasibility	45			626	1		625			626		626	
Total					3306			108,953	41,322	21,335	21,538			109,254	1,020	108,470	

**Appendix 3**

Item	Change to be Approved	School	Detail	Funding
1.	New scheme/Named scheme	Chelford Primary school	Scheme to address accommodation issues	S106 and SCA
2	Budget Increase budget to enable further feasibilities	Future Schemes - Feasibility	Schemes to be determined	BN, HNPCA, SCA, s106
3.	New scheme/Named scheme	Park Lane school	Internal works for additional classroom and toilets to enable the school to admit up to 156 places	SCA
4.	Budget increase (approved as per delegated approvals for DCS)	Provision of SEN unit - Leighton Primary Academy	Additional funding to support increase in age range to support reception age pupils	HNPCA
5.	Budget increase (approved as per delegated approvals for DCS)	Tytherington High School	Additional budget required due to rising costs/site delays/ planning issues	BN, s106
6.	Named scheme	Poynton planning area – Vernon Primary	Scheme to provide 70 additional places	BN, s106

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## **Appendix 4**

### **Children and Families Committee April 2025 - Briefing note**

#### **Condition, Compliance and Health & Safety assessments in our schools**

##### **Overview**

Cheshire East are the responsible body for 36 schools (at the point of writing), this includes 3 secondaries, 30 primaries, 1 nursery and 2 special schools.

The remaining 119 schools are either Academies, Voluntary Aided (VA) schools or Free schools, CEC is not the responsible body, and information would need to be provided by the respective trust/diocese etc.

Annually we set a programme of works to undertake condition schemes in schools, this programme is set utilising information from a number of sources, this includes our condition surveys (we are in year 3 of a 3 year programme of condition surveys, of which 23 schools have been completed with the remaining 13 schools to be surveyed within the next few months), DfE CDC reports, feedback from compliance visits, information provided by schools, or issues that have arisen within our schools.

In addition to this schools are able to purchase packages for Health and Safety visits via the ChESS hub. These visits are undertaken by our inhouse team and reports are provided to the schools.

The DfE provides School Condition Allocations (SCA) on an annual basis for local authority-maintained schools only, this provides the Council with funding maintain school building infrastructures. In line with DfE guidance, investment is prioritised on keeping school buildings safe and in good working order by tackling poor building condition, building compliance, energy efficiency, safeguarding concerns as well as health and safety and suitability issues.

The majority of our school building stock is in excess of 50 years old and whilst generally maintained and issues are addressed as needed, the majority of our school buildings are beyond their anticipated lifespan, this includes both maintained and academies. Whilst we rewire, replace boilers, reroof and re-fenestrate buildings, these works do not provide the necessary updates/ new builds that are energy efficient and suitable environments to take us forward for the future. There are issues with ventilation, light management, poor energy and building performance, external areas including playing fields that all require significant investment across the whole estate.

##### **Surveys and Visits to schools**

#### **1. DfE Condition Data Collection Programme**

From 2021 to 2026, the Department for Education (DfE) Condition Data Collection 2 (CDC2) programme has been visiting all government-funded schools, to collect data about the condition of their buildings.

This data will provide a comprehensive picture of the condition of the school estate in England.

These surveys are non-intrusive and undertaken by qualified professionals.

The schools are contacted direct by the DfE appointed surveyors to arrange the site visits. Completed surveys are sent to schools and for maintained settings a copy is sent to the LA.

## **2. School Condition Reports**

The Council's Facilities Management Team arrange for the undertaking batches of condition surveys, at Maintained schools, to ascertain the likely lifecycle of the building fabric and the installed plant and equipment.

The surveys are non-intrusive, undertaken via competent and qualified professionals, and provide an indication of the current condition, the likely remaining lifespan and indications of future replacement costs of individual assets.

The information gathered is collated and interrogated annually, alongside the DfE Condition Data, to prioritise and develop an annual programme of capital repair and refurbishment projects. This also ties in with formal enquires and requests received by schools, to look at specific issues and potential failures of the school's building fabric.

We are in year 3 of a 3 year programme of condition surveys, of which 23 schools have been completed with the remaining 13 schools to be surveyed within the next few months.

## **3. Statutory Compliance Liaison and Inspections**

The Council's Facilities Management Service provide Head Teachers with the advice and guidance necessary, to assist with the effective and safe management and servicing of school building premises, in order to enable schools to meet their statutory obligations.

All schools classified as 'Maintained' receive a complementary Building Compliance Inspection, from a representative of the Facilities Management Service, during the academic year.

The purpose of the inspection is to provide assurance that maintained schools are compliant in respect of the building fabric and the servicing of installed plant/equipment, to ensure that all statutory checks and servicing records are in place.

Non-maintained and Academy schools have the ability to purchase-back this service, along with access to the FM Property Helpdesk for advice and guidance, as a service provided via the ChESS Hub.

The Facilities Management Team's visit is to ensure that all building-related statutory legislation around inspection, examination and testing of the building fabric and its installed mechanical plant/equipment are met through a process of maintenance and servicing obligations, routine inspections and regular risk assessments.



The inspection includes (but is not limited to) the following key areas:

- Asbestos Management (annual reinspections are undertaken, where asbestos is present)
- Legionella Management (weekly / monthly monitoring plus risk assessments and cleaning regimes)
- Fire Safety Management (including the servicing of fire safety equipment and risk assessments)
- Electrical Safety (all installed electrical equipment is regularly tested and certified as safe)
- Gas & Oil Safety (all heating systems are regularly inspected, serviced and certified as safe)
- Lifting equipment (passenger lifts and hoists are regularly serviced)
- Tree Management (regular risk assessment and maintenance of trees within site boundary)
- Energy Efficiency Certification (DECs and EPCs)

The benefit of the inspection is to provide:

- Assistance to identify needs and shortfalls in meeting with relevant legislative requirements
- Professional advice on actions to achieve the identified legislative requirements
- Access to and use of the Council's competent statutory compliance Service Providers

As part of the inspection visit, a walk-around and discussion is encouraged with school management representatives, to assess if there are any issues arising in terms of the building fabric, such as windows, roofs, fire alarm systems and heating systems etc., which can then be fed through as considerations for future capital refurbishment projects.

An interrogation of maintenance and servicing records also provides an opportunity to assess the remaining lifespan of installed plant and equipment, i.e. fire alarms, heating systems etc.

#### **4. Health and safety visits to schools**

Schools are able to purchase 2 different levels of health and safety visits to schools, the full package or Prime only, the difference is detailed below:-

##### **Full health and safety package purchase**

The purpose of the Health and Safety visits is to assist and ensure that Head Teachers, Governors, Site Managers and staff are meeting their legal responsibilities to manage health, safety and welfare in their schools.

The Review Visit is to advise schools on health, safety and welfare issues but is not an enforcement visit. The Report does not give any scores, the purpose is a qualitative check rather than a quantitative check.

As part of the full cost Health and Safety Package the schools receive the following: -

- One formal Health and Safety Visit and Review Report per Academic Year.
- Telephone/Email health and safety advice, guidance and support service during school hours
- Access to health and safety information via the ChESS Hub and School Bulletins
- ChESS has several Health and Safety Policies/Procedures and Risk Assessment information available to the schools.
- Licence for using PRIME. Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) is undertaken by Corporate Health & Safety Team for all CEC non-Academy schools. All Academies and private schools are responsible for reporting their own RIDDORS.

### **Prime only purchase**

Any schools who purchase Prime only are responsible for reporting their own RIDDORS.

### **Overview of Visit and Report provided**

The visits consist the following: -

- Confirmation Letter for the visit
- Copy of their previous Health and Safety Review undertaken
- Health and Safety Checklist for help when collating documentation together for the visit.

At the time of the visit the previous Action Plan would be looked at to see if the school had achieved all actions and if not, an explanation given by the school which may mean extra time for an action to be completed.

The Review Report consists of the following 5 areas: -

#### **Leadership**

Health & Safety Policy in place; Designated Health & Safety Governor in place; Health & Safety Co-Ordinator in place; Health & Safety Monitoring; Training e.g. IOSH Managing Safely; Asbestos Awareness; Fire Awareness; COSHH Awareness; Legionella Awareness; Manual Handling; Working at Height; First Aid

#### **Building Compliance**

Asbestos Survey Report; Boiler Service dates; Building and Site Risk Assessment; Equipment service dates; Fire Risk Assessments in place; Fire Evacuation & Drills; Lockdown Procedures & Drills; COSHH Assessments; Legionella Risk

Assessments – ensuring all Risk Assessments have been signed, dated and are current.

**Working Practices**

Educational Visits; Personal Emergency Evacuation Plans (PEEPs); Lone Working; Manual Handling; Pupil Handling; Office Safety and splay Screen Equipment Risk Assessments; Working at Height Risk Assessments; Work Experience Risk Assessments – ensuring all Risk Assessments have been signed, dated and are current.

**Managing Health and Wellbeing**

First Aid Risk Assessments; First Aiders List; Medication; New & expectant Mothers Risk Assessments; Stress & Wellbeing; Animals on Site e.g. Therapy Dogs.

**Site Arrangements**

Playground Management; Tree Surveys; Pond Risk Assessment; Swimming Pools; Out of school areas that are hired out to external persons/companies; Security on Site; Vehicular Movement on school premises.

**Recommendations:-**

Any recommendations or issues would be put into an Action Plan with a realistic time frame for completion. These may be revisited by email to see how the school is getting on or if really minor issues would be looked at the next Review Visit.

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OPEN

## **Children and Families Committee**

**7 April 2025**

### **Improvement Plan Progress Update**

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

**Report Reference No: CF/38/24-25**

**Ward(s) Affected: All wards**

#### **Purpose of Report**

- 1 This report is part of our regular updates to committee on the progress of the children's services improvement plan.
- 2 The improvement plan addresses the findings from the inspection which 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.
- 3 This report also includes an update on the findings from the first Ofsted monitoring visit on the front door.

#### **RECOMMENDATIONS**

The Children and Families Committee is recommended to:

1. Note the progress against the improvement plan.
2. Note the findings from the Ofsted monitoring visit on the front door.

#### **Background**

##### **Strengthened Improvement Arrangements**

- 4 The first partnership oversight group took place in December and provided scrutiny and challenge around the progress of the improvement plan. As discussed at the last committee we identified the need to review

interdependencies and timescales for actions including any revised timescales which has now taken place and changes to the plan are included in appendix 3 for transparency. Committee particularly noted those actions that were delayed prior to these changes and the need to identify new dates which has now taken place as set out above.

- 5 Improvement governance arrangements are continuing to monitor progress against the plan monthly and agree the quality assurance activity required to demonstrate impact before actions are signed off as completed (green). Now these arrangements are established this has resulted in some actions being signed off as complete (20%). Each workstream contains a practitioner representative to ensure practitioners' views inform our developments and evaluation of improvements.
- 6 We have contacted authorities to explore suitable Sector Led Improvement Partner (SLIP) support and we are currently in discussions with the DfE to approve this with a plan to commence in April. The ask of the SLIP will be dependent on the nature of our existing improvement activity and will be a mixture of diagnostic, improvement and quality assurance to ensure the SLIP can contribute to the improvements already being progressed or provide independent QA to those completed providing a real strong evidence base that we can evidence impact. The key priority areas will include the following to take us to the end of 2025:
  - Care leavers – assurance activity around improvement work completed
  - The Designated Officer role (often referred to as LADO) - diagnostic and any required improvement activity and plans
  - Care planning and permanence - improvement capacity
  - Quality assurance (including family led decision making) – strengthen/improvement capacity around some key changes to practice
- 7 We are planning to start with assurance of the care leavers improvement work to test the impact of this in May 2025. This will provide us with independent assurance that the failings identified in the Ofsted inspection have been addressed through the actions taken and identify where impact is being achieved, or if further work and strengthening is still required. The additional areas for consideration will then support around what are the challenge areas, what is working well and has improved, areas where we can continue to improve, and will provide us with an independent evaluation which will support our understanding of the impact for children and their families. Furthermore, this activity will contribute to future monitoring visits. These areas of focus will also complement the wider improvements that are being undertaken to deliver a base build of the new locality model and the preparation for the delivery plans for the Children's wellbeing and schools bill implementation.

## **Ofsted Monitoring Visit**

- 8 Our first Ofsted monitoring visit took place from 13-28 February 2025 on the front door. Two inspectors were onsite for two days. In advance of the visit, inspectors reviewed performance data, quality assurance reports, policies and procedures, and our self-evaluation to develop key lines of enquiry to test while onsite. While onsite, inspectors spent time in frontline teams with social workers and managers reviewing casework and reviewed over 50 cases during the visit.
- 9 The letter of findings from the first monitoring visit is not published, however all subsequent letters will be. The letter of findings will be available from 24 March and will be shared with members on this date.
- 10 The findings from the monitoring visit were:
- 11 **Leadership:**
- 12 Following the inspection in 2024, the pace of change had been slow and this had led to a further decline in performance
- Pace has accelerated with the introduction of the new leadership team, who have appropriately prioritised stabilising the workforce and getting the right support and systems in place
  - There is robust senior leader oversight of practice
- 13 Ofsted reflected we know ourselves and they hadn't identified anything we hadn't already told them
- Political alignment is strong
- 14 Staff are positive about change and say they have seen improvements since the inspection – Ofsted particularly commented the notable change in staff from the last inspection and they are with us on the improvement journey.
- 15 **Strengths within the Front Door:**
- Most contacts are timely, social workers understand risk and consider families' history in making decisions
  - Decisions are appropriate for most children
  - Risks are understood for children who go missing, are at risk of exploitation, or experience domestic abuse
  - Safety plans are put in place early to safeguard children

- Strategy meetings are well attended by partners and the outcomes of most are appropriate
- Most S47s are thorough and include the views of the child and family.
- The out of hours service (EDT) is appropriate and has been strengthened since the inspection.

**16 Areas for development with the Front Door:**

- Contacts vary in quality - time is spent seeking additional information which would not be needed if referrals were clearer. There were some cases where thresholds were not understood by referrers or clear about what the ask was
- The process for requesting partner information is cumbersome and can lead to delay for some children; inspectors saw plans were already in place to address this
- Decisions for children at the front door are not consistently shared with partners
- Consent is not always recorded consistently
- Minutes of strategy meetings don't consistently explain the rationale for decisions and who will do what, by when, to improve children's outcomes
- Assessments vary in quality and timeliness needs to improve. History, father and new partner's views need to be more fully considered
- Management oversight of assessments does not consistently identify areas that need to improve, e.g. including fathers' views.

17 The visit positively reflected the distance travelled since the inspection in February and March 2024. Where inspectors found issues, plans were already in place to address these. It was acknowledged that while the inspection is a very specific focus, significant other foundations have been secured to facilitate a whole system change and the level of work that has taken place to improve the conditions for success. We know we still have more to do, however this offers us reassurance that we have an accurate understanding of our services and that improvements were evidenced and are contributing to improved services for children, young people and families.

18 The next monitoring visit is expected to take place in June 2025 on child in need and child protection.

**Progress against the improvement plan**

19 The improvement plan at appendix 2 includes updated RAG ratings and progress updates for each area as of 13 February 2025. Appendix 1 shows an overview of the ratings for each action and the impact for each plan area.



- 20 Key improvement activity which has taken place since the [last update to committee on 13 January 2025](#) includes:
- Further enhanced line of sight is now in place through a monthly exceptions report which commenced in December and enables an update on all high-risk LADO notifications/ outcomes, Need to Knows (high-risk notifications), fostering exemptions, any unregistered placements, DOLs, SINs, Reg 40s etc. and enables the detail required and oversight by the directors with Heads of Service.
  - A new performance framework has been developed and was signed off on 18 December. The first formal Performance Board took place on 22 January under the new framework.
  - In line with our Quality Assurance Framework, Cheshire East launched practice observation week as part of a weeklong programme of partnership learning opportunities (3-7 February 2025). There are a range of practice opportunities being observed across the system by senior leaders. Councillors were also invited to participate in the week, replacing the previous programme of frontline member visits. This provides us with a rich opportunity to have a window into practice on the frontline; it enables us to learn from the good practice that exists in our system but also helps us to identify the barriers and challenges to good practice.
- 21 A family feedback strategy has been drafted and is being consulted on with families so we can do this in various ways and at various touch points of our involvement. The engagement work is also seeking to ensure strong systems to use the feedback to improve our services.
- 22 A quality assurance newsletter was introduced in January 2025 to share the learning from audit to highlight good practice and any areas we need to continue to strengthen. This also contains updates on new policies or practice guidance to ensure all our front-line staff are updated on best practice.
- 23 The care leaver ambassadors led the Care Leaver Local Offer Event, which was recognised as best practice, and we have been approached to share this approach with other local authorities. The ambassadors have gathered feedback from other care leavers about the Supported Accommodation recommission, supported work to develop the Junction 16+ app, reviewed and suggested improvements to pathway plans, and led activities at the Planning Your Future Events in Macclesfield and Crewe. One care leaver ambassador has been accepted on to the Cheshire Youth Commission and another has applied to be a national Care Leaver Voice Ambassador.
- 24 Collaborative work with Cheshire YMCA and Apollo Buckinghamshire UK has resulted in a pilot for the use of unutilised student accommodation to be used to accommodate and support a small number of asylum-seeking young people

over the age of 18 who do not yet have leave to remain. An initial group of young people moved into Apollo accommodation in December 2024 and have settled well. We are now in the process of signing contracts for an expansion of this scheme through 2025.

- 25 We have recruited to a dedicated resource to support young adults aged 21+, a 21+ coordinator, who started in December. This will support us to provide a consistent response to all our young adults.
- 26 We are introducing a specific team to manage court work. This will improve the quality of planning for children within the court arena and should also improve the quality of practice for cared for children in long term care by releasing capacity within the cared for teams.
- 27 A new early help strategy has been drafted and is open for consultation.

### **Impact for children and young people**

- 28 The Ofsted monitoring visit found that improvements have been made since the inspection in February and March 2025, and that staff at all levels are committed to making improvements.
- 29 There continues to be a significant amount of collaboration with families, staff and partners in delivering improvements. This includes opportunities for all our staff to be connected to various working groups and be part of driving service improvement. To be able to evidence the impact of this for our children and families we have further enhanced how we seek feedback in audit to ensure this is more consistent and will feed into the workforce reference groups.
- 30 Within this financial year we have approved 8 mainstream households, which is a significant increase on the previous year where we approved 5 by the end of March 2025. The service is confident that by the end of the financial year we will have 11 households approved. Year to date conversion to expressions of interest (EOI) has increased to 27.61%. The EOI's that received have been thorough and with suitable candidates who are aware of the benefits of working for Cheshire East.
- 31 Our audits demonstrate that we need to improve the quality and timeliness of recording, and we will be providing lunchtime learning sessions on a range of best practice topics including this area. A plan of activity is commencing in April.

### **Child and Family Feedback**

- 32 A participation event with care leavers was held to enable care experienced young people to provide their views on their pathway plans and their pathway plan reviews. Rich information was provided by our care leavers as to what they liked about the new pathway plan, how it could be improved further and what would support them to attend their reviews in person. The recommendations

provided by this group will shape future service delivery in this area. A selection of their feedback is shown below:

“The pathway plan is not as complex, it is easier to understand”

“It offers up opportunities for your future”

“It could still be simplified further – less headings, combining areas so it isn’t as long”

“Give young people incentives to join their reviews.”

Continued work is also taking place through our Safeguarding Partnerships engagement officer to develop a reference group of children and families to test and challenge how the commitment and priority of “feel and be safe” as part of the children and young people's plan is being delivered. This is also being driven by a young person champion who reports into the CYP’s Trust where the priorities are overseen.

Engagement work is also being finalised for a specific area of improvement relating to the developments of the Child Protection Plans. In the ILACS inspection it was noted that plans were not clear or easily digestible for families to understand. Therefore, significant work has been taking place to co-design a new template which we are now aiming to build into the children’s recording system (LL).

### **Risks/ key areas requiring improvement**

- 33 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. Additional work has also taken place with the PSW and Improvement Director to understand some of the barriers to support improvements in this work. Some training remains outstanding for some managers and is being prioritised through April and May. Quality Assurance will then review and monitor progress

### **Update on Recruitment**

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

<b><u>Roles</u></b>	<b><u>Update</u></b>
Independent Reviewing Officers (IRO) x 2	One post had been recruited to permanently, however this postholder has now resigned. This post has now gone out for agency cover while we try to secure a permanent position.  The second role is covered by agency.
Connected carer assessors x 2	We have appointed to one post. The other post was re advertised and interviews were held in February 2025.
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. However, as part of the workforce strategy, we have now also recruited 8 international social workers commencing in April and converted 3 agency staff to permanent contracts.
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 through recruitment agencies.
Quality Assurance Officer	This post started on 3 December 2024. The postholder has since resigned so will be going back out to advert
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.
Family Group Conferencing Leads x 2	Appointed starting 1 April 2025.

### Reasons for Recommendations

- 35 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*

- 36 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.
- 37 The protection of vulnerable people is a council responsibility. Continued regular oversight by members of the Children's and Families Committee, alongside the overall approach to improving service provision, aligns with this obligation.

### Section 151 Officer/Finance

- 38 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.
- 39 Below is the summary of the planned expenditure for 2024/25, the spend to date, and the forecast costs for 2024/25.
- 40 The overall funding was approved totalling £1.987m across the 2 financial years 2024/25 and 2025/26. As shown in the below table the forecast overspend for 2024/25 is £7k. If there is an overspend in 2024/25 then this will need to be addressed either through reduced expenditure in 2025/26, or identification of additional funding in 2025/26.

Expenditure	Values			
	2024/25 Budget (Original Planned)	Spend to End of Feb 25	2024/25 Forecast Total Spend	2024/25 Variance
4.00 FTE Agency Social Worker (initial plan 6.00 FTE Direct Employees)	£213,637	£117,474	£160,065	£-53,571
Connected Care Assessor	£71,212	£0	£10,173	£-61,039
Independent Reviewing Officer	£82,842	£66,320	£82,863	£22
Personal Advisor	£77,518	£0	£14,765	£-62,753
Project Manager (grade 11) to lead 18-25 accommodation recommitment	£41,421	£37,335	£43,403	£1,982
QA Officer	£41,421	£18,080	£23,997	£-17,423
Specialist Expert Support	£100,000	£0	£0	£-100,000
Head of Service - Integrated Front Door	£0	£47,940	£65,062	£65,062
Specialist Expert Support - Dorset Council Peer Review of Front Door	£0	£5,931	£5,931	£5,931
Specialist Expert Support - External Consultant to work on Health programmes	£0	£14,420	£29,599	£29,599
Executive Assistant to the Improvement Programme	£0	£675	£675	£675
Additional Pre Proceedings and Court Work Manager	£0	£0	£25,000	£25,000
Service Manager - Children with Disabilities	£0	£41,774	£56,666	£56,666
Strengths Finder Licences	£0	£0	£5,000	£5,000
Project Lead	£0	£45,019	£62,883	£62,883
Safeguarding Quality Assurance Manager	£0	£0	£18,733	£18,733
Relationship Support Service	£0	£0	£15,000	£15,000
Children's Home for Children with Complex Mental Health Needs and Challenging Behaviour - design costs and programme document	£0	£0	£15,720	£15,720
<b>Grand Total</b>	<b>£628,050</b>	<b>£394,968</b>	<b>£635,536</b>	<b>£7,487</b>

Original improvement plan  
Original plan item replaced  
Updated 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*

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

*Human Resources*

- 42 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 workforce strategy has been developed.

*Risk Management*

- 43 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*

- 44 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)*

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

*Public Health*

46 Same as the implication above.

*Climate Change*

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

<b>Access to Information</b>	
Contact Officer:	Lisa Davies, Interim Director for Improvement, Children's Services <a href="mailto:Lisa.davies@cheshireeast.gov.uk">Lisa.davies@cheshireeast.gov.uk</a>
Appendices:	Appendix 1: RAG rating overview  Appendix 2: Improvement Plan  Appendix 3: Changes to improvement plan actions
Background Papers:	<a href="#">Report on the improvement plan to the Children and Families Committee on 13 January 2025</a>  <a href="#">Report on the improvement plan to the Children and Families Committee on 11 November 2024</a>  <a href="#">Report on the improvement plan to the Children and Families Committee on 16 September 2024</a>  <a href="#">Report on the improvement plan to the Children and Families Committee on 16 July 2024</a>  <a href="#">Report on the Ofsted inspection findings to the Children and Families Committee on 3 June 2024</a>  <a href="#">Cheshire East's Ofsted Inspection Report published 16 May</a>  <a href="#">Ofsted ILACS Framework</a>

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# Improvement Plan

## Rating Overview

Ratings as at 13 February 2025.

### Key

Colour	Action Definition
Grey	Not started yet
Red	Not on track
Amber	On track to be completed within timescales
Amber E	Completed but we need to embed and evidence impact
Green	Completed and embedded with evidence of impact

### Chapter 1

Senior Leaders' Oversight			
Ref	Action	Due by	RAG
SL1	Reporting and governance arrangements	Jan 25	Amber E
SL2	Family Feedback Strategy	Mar 25	On track
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	TBC	Reviewing
SL7	Care leaver champions	Apr 25	On track
SL8	Cared for children and care leavers strategy	Sept 25	On track
SL9	Quality assurance activity against improvement plan	Feb 25	On track
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	Complete
SL13	Councillor oversight of frontline practice through practice weeks	Feb 25	On track
SL14	Children's social care national framework implications	Feb 25	On track
SL15	'Being Brilliant at Best Practice'	Sept 24	Amber E
SL16	Examples of good practice	Aug 24	Amber E
SL17	Strengthen children's feedback through audits	Mar 25	On track
SL18	Seek families' views through interventions	Mar 25	On track

Care Leavers: Quality of Practice			
Ref	Action	Due by	RAG
CLA1	Practice standards	June 24	Complete
CLA2	Mandatory training plan	June 25	Complete
CLA3	Management structure	April 24	Complete
CLA4	New pathway plan format	May 24	Amber E
CLA6	Arrangements for young adults where there are safeguarding concerns	Sept 24	Complete
CLA7	Recruit Care Leaver Ambassadors	Oct 24	Amber E

Care Leavers: Planning for Adulthood			
Ref	Action	Due by	RAG
CLB1	Planning for adulthood on care entry	Nov 25	On track
CLB2	Review Ignition Panel	Sept 24	Complete
CLB3	Preparing for adulthood in practice standards	June 24	Complete
CLB4	Care leaver hubs	July 24	Amber E
CLB6	Health histories development	TBC	Reviewing
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	Amber E
CLB10	PA training on the local offer	July 24	Amber E
CLB11	Participation opportunities at hubs	July 24	Complete
CLB12	Free bus pass for care leavers	Oct 24	Amber E

Care Leavers: EET			
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			
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	Complete
CLD4	PA training on housing support	July 24	Amber E
CLD5	Project group for accommodation	July 24	Complete
CLD6	Review temporary and emergency options	Sept 24	Complete
CLD7	Proposals to address accommodation shortages	July 24	Complete
CLD8	Flexibilities in current contracts for 16-18 year olds' accommodation	Oct 24	Amber E
CLD9	18-25 accommodation offer	Mar 26	On track

Care Leavers: aged over 21			
Ref	Action	Due by	RAG
CLE1	Contact all 209 care leavers over 21	Mar 24	Complete
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	Mar 25	On track

Quality of Plans			
Ref	Action	Due by	RAG
P1	Restorative practice model	Dec 24	Amber E

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 action plan	Nov 25	On track
P6	Practice standards on care planning	TBC	Reviewing
P7	Review permanence decision panels	Oct 24	Amber E
P8	Training on partnership challenge	Dec 24	Amber E
P9	Revise CP plan with families	June 25	On track
P10	Revise care plan with families	July 25	On track

Quality and Frequency of Visits			
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	Mar 25	On track
V7	Review visiting in supervision	Jan 25	Amber E

Management Oversight and Supervision			
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	May 25	On track
MO5	Permanence tracker	Oct 24	Amber E
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	Amber E

Effectiveness of IROs			
Ref	Action	Due by	RAG
IR1	IRO performance management framework	Sept 24	Amber E
IR2	IROs on management programme	April 24	Complete
IR3	IRO practice standards	Sept 24	Amber E
IR4	Quarterly IRO development days	June 24	Complete
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	TBC	Reviewing

Sufficiency of Placements			
Ref	Action	Due by	RAG
S1	Family network culture	Jan 26	On track
S2	Join Foster4	May 24	Complete
S3	Build Foster4 offer and front door	Oct 24	Complete
S4	Opportunities for fostering marketing	Oct 24	Amber E
S5	Specialist foster carers to support step down from residential	TBC	Reviewing
S6	Third Mockingbird constellation	Sept 24	Complete
S7	Two council residential homes	TBC	Reviewing

S9	Joint commissioning high needs placements	Feb 26	On track
S10	Young people influence recruitment of foster carers	Sept 24	Complete
S11	Homes for cared for children workstream	Mar 25	On track

### Chapter 2

The Front Door			
Ref	Action	Due by	RAG
FD1	Contact guidance	July 24	Amber E
FD2	Review LA MASH arrangements	Aug 24	Complete
FD3	Multi-agency workshop reviewing front door arrangements	Jan 25	Complete
FD4	Chapter 3 Working Together	Apr 25	On track
FD5	Establish a MASH	Mar 26	On track

Strategy Meetings			
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			
Ref	Action	Due by	RAG
LS1	Commission training	Mar 25	On track
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			
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	Mar 25	On track

Education for Cared for Children			
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	Amber E
ED5	Review PEP form	Sept 24	Amber E
ED6	Benchmark cared for attainment against their peers	Feb 25	On track
ED7	Audit young adults who are NEET at 20	Mar 25	On track
ED8	Use RONI to identify at risk of NEET	Nov 24	Amber E

Workforce			
Ref	Action	Due by	RAG
W1	Financial support for the plan	July 24	Complete
W2	Capacity for the care leaver service	July 24	Complete
W3	Review IRO capacity	July 24	Complete
W4	Recruitment and retention group	Sept 24	Amber E
W5	Recruitment and retention strategy	Dec 24	Amber E
W6	Recruitment campaign	Mar 25	On track
W7	Reporting on caseloads	Aug 24	Complete
W8	Masters apprenticeship scheme	Mar 25	Complete
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
W12	Base build children's services	June 25	On track

Chapter 3

Entries to Care			
Ref	Action	Due by	RAG
C1	Review children's experiences to see if early help could have been offered	Feb 25	Amber E
C2	Early Help Strategy	June 25	On track
C3	Joint protocol for police protection	Mar 25	On track
C4	Neglect Strategy	June 25	On track



# Children's Services Improvement Plan



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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

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costed proposal for additional capacity and expertise to support 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 new Corporate Parenting governance arrangements that will include care experienced young people as key members. Young people will also be involved in shaping and evaluating services through 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 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	Definition
Grey	Action not started yet, no risk to implementation anticipated
Red	Action not on track
Amber	Action not yet completed, but on track to be completed within timescales
Amber E	Action completed but we need to embed and evidence impact
Green	Action completed and embedded with evidence of impact

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.

## 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. 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 Cared for Children and Care Leavers Committee will scrutinise progress pertinent to care experienced young people.

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 Children's Services Strategic Quartet, chaired by the council's chief executive, will scrutinise progress for children and young people. 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 regular 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 16<sup>th</sup> 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
<b>What the inspection found:</b> 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	<b>What the inspection found:</b> We need to improve the quality and consistency of support to care leavers, including those who are homeless and those who are over 21	<b>What the inspection found:</b> We need to improve the quality of plans for children so they are child-focused and drive timely change	<b>What the inspection found:</b> 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.	<b>What the inspection found:</b> We need to improve the quality of management oversight and supervision to ensure this supports consistently good practice	<b>What the inspection found:</b> We need to improve the effectiveness of child protection chairs and IROs to escalate, challenge, and scrutinise plans for children	<b>What the inspection found:</b> We don't have sufficient placements to meet children and young people's needs
<b>What we will do:</b> Review reporting and governance arrangements Develop a Family Feedback Strategy Monitor progress against the improvement plan through an independently chaired Improvement Board Embed 'Being Brilliant at Best Practice' Revise quality assurance in line with our improvement plan 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 corporate parenting champions across the council	<b>What we will do:</b> 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	<b>What we will do:</b> 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 action plan 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	<b>What we will do:</b> 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	<b>What we will do:</b> 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	<b>What we will do:</b> 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	<b>What we will do:</b> 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 two 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

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# 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

## What we achieved by the end of December 2024

22. Additional capacity in place to deliver the improvement plan
23. First meeting of the multi-agency corporate parenting strategic board
24. LGA corporate parenting training rolled out for senior leaders and elected members
25. Local offer reviewed together with young people and partners
26. Additional accommodation options in place for young people aged 16-18 using flexibilities/ modifications in current contracts
27. Refreshed workforce strategy

## What you will see by the end of March 2025

28. Strengthened performance framework
29. Family Feedback Strategy
30. Corporate parenting champions across the council
31. All managers completed supervision training
32. Increased apprenticeship opportunities and other route to employment opportunities in place for care leavers
33. Approaches in place to ensure the most vulnerable children and young people are prioritised for mental health support
34. 'Waiting well' initiatives developed with key health providers and third sector provision
35. Refreshed recruitment campaign to attract high quality practitioners and managers to Cheshire East
36. Level 7 apprentice scheme to support people to train as social workers with Cheshire East

# Improvement Plan

All ratings are accurate as at 13 February 2025.

## 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"> <li>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.</li> <li>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.</li> <li>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.</li> <li>Not all young people are informed of, or understand, the pledges contained within the cared for children and care leavers' strategy.</li> </ul>			
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	January 2025	Complete but need to evidence impact
SL2	Develop a Family Feedback Strategy to ensure our services develop in response to what our families tell us.	Participation Lead Principal Social Worker	February 2025	On track

	Develop the child and family Engagement strategy that describes how and when to facilitate co-production and will be linked to the family feedback strategy.	Safeguarding Children's Partnership	March 2025	
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 <a href="#">LGA guide for Chief Executives</a> , and <a href="#">for council leaders</a> , and <a href="#">DfE statutory guidance on the roles and responsibilities of the Director of Children's Services and the Lead Member for Children's Services</a> .	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	TBC	Reviewing
SL7	Develop Corporate Parenting champions across the council to increase awareness and support for care experienced young people and young adults.	Head of Service Cared for Children and Care Leavers	April 2025	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	September 2025	On track
SL9	Develop quality assurance activity to evaluate the impact of the improvement plan.	Head of Service Children's Safeguarding and Quality Assurance	February 2025	On track
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
SL13	Ensure councillors have oversight of practice through opportunities built into the practice and learning weeks that will take place twice a year.	Training Manager Safeguarding Children's Partnership  Head of Service Children's Safeguarding and Quality Assurance	February 2025	On track
SL14	Review the <a href="#">children's social care national framework</a> and its implications for practice and processes, to embed consistently good practice that achieves strong outcomes for children and young people.	Principal Social Worker	February 2025	On track
SL15	Embed 'Being Brilliant at Best Practice' 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 through a dedicated resource to ensure this is supported and actioned.	Head of Service Children's Safeguarding and Quality Assurance	March 2025	On track

SL18	Introduce a way to capture feedback from families to understand the impact of services/interventions on outcomes for children and young people, to inform service improvement.		Participation Lead	March 2025	On track
<b>How we'll assess if we've addressed this area</b>	<p>The pace and impact of changes will be evaluated through:</p> <ul style="list-style-type: none"><li>• monthly reports against the improvement plan</li><li>• monthly performance indicators in the vital signs performance report</li><li>• monthly practice review audits which assess the quality of practice across services</li><li>• monthly thematic audits to understand our support to specific cohorts/ within specific areas</li><li>• feedback from children and young people from our participation groups and through audits.</li><li>• Ofsted monitoring visits will demonstrate whether our understanding of improvements are accurate.</li></ul>	<b>What we will see when we've addressed this area</b>	<ul style="list-style-type: none"><li>• Improvements result in consistently good quality practice - over 80% of audits will be good or better quality.</li><li>• Senior leaders have an accurate understanding of children's outcomes and areas for development.</li><li>• Senior leaders have an accurate understanding of the practice and development needs of staff on both an individual and workforce level.</li><li>• Quality assurance activity drives improvements to the quality of practice, resulting in improved outcomes for children.</li><li>• 90% young people tell us they understand the pledges contained within the cared for children and care leavers' strategy.</li><li>• The council will have at least 20 care leaver champions across all the directorates.</li></ul>		
<b>Key improvement activities delivered this month and what impact we are achieving for children and young people</b>					
<p>A survey/feedback form for children and families has been drafted. GDPR issues were identified with the programme used to host the survey. The survey has now been moved to a different secure solution which will be tested with children and young people and is expected to be launched by the end of March.</p> <p>Councillors were invited to a number of events during the February Learning Week. Cllr. Carol Bulman attended the networking day, some on-line activities and a guest speaker learning event. Councillors have been invited to the second focussed week of learning in March.</p> <p>A QA newsletter was introduced in January 2025 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.</p> <p>A proposal for care leaver champions is finalised and will be presented to the children's leadership team before cascading to wider staff through communication channels to recruit. Work will be taking place with our Care Leaver Ambassadors to share cared for children's experiences to inspire people to become corporate parenting champions.</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><b>Relationships and transition to the care leavers' service</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Case records do not reflect the work undertaken with young people.</li> </ul> <p><b>Pathway plans</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Plans are not always effective in helping young people to make meaningful change in their lives.</li> <li>• Support for care leavers is not effective enough, which means that many do not access employment, further education or training.</li> </ul> <p><b>Recognising and responding to risk</b></p> <ul style="list-style-type: none"> <li>• Risk of harm is not always recognised or responded to effectively.</li> </ul>



	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul> <p><b>Management oversight</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul>			
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
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	Complete
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
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
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

CLA7	Recruit 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
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*Please also see the section on management oversight and supervision*

<b>How we'll assess if we've addressed this area</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Monthly thematic audits will conduct deep dives to understand our support to specific cohorts/ within specific areas, for example UASC young people.</li> <li>• 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.</li> <li>• The percentage of young people with PAs and pathway plans at 16.</li> </ul>	<b>What we will see when we've addressed this area</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Management oversight is good quality and drives improved outcomes. Over 80% of management oversight in audits will be good or better quality.</li> <li>• 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.</li> <li>• 100% PAs will be able to tell young people's stories.</li> <li>• 100% case records will accurately reflect work with young people.</li> <li>• 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.</li> <li>• 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.</li> </ul>
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#### Key improvement activities delivered this month and what impact we are achieving for children and young people

Need to knows are being produced for care leavers demonstrating risk is being recognized and shared with senior leaders.

This month care leaver ambassadors have gathered feedback from other care leavers about the Supported Accommodation Recommission, supported work to develop the Junction 16+ app, reviewed and suggested improvements to pathway plans, and led activities at the Planning Your Future Events in Macclesfield and Crewe. One care leaver ambassador has been accepted on to the Cheshire Youth Commission and another has applied to be a national Care Leaver Voice Ambassador.

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## B. Planning for Adulthood

<b>Section Lead</b>	Head of Service Cared for Children and Care Leavers			
<b>What inspectors found</b>	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>			
<b>Ref</b>	<b>Action</b>	<b>Action Owner</b>	<b>Due by</b>	<b>Action Rating</b>
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 Head of Service Safeguarding Children and Quality Assurance	November 2025	On track
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
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

CLB4	Develop care leavers hubs, with our care leavers, as a safe space for care leavers to access support and advice.  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.	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
		Head of Service for Education Participation and Pupil Support	Permanent hub from the Crewe Youth Zone by the end of 2025	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	TBC	Reviewing
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	Complete but need to evidence impact
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
CLB12	Launch a free bus pass for care leavers aged up to 22.	Head of Service Cared for Children and Care Leavers	October 2024	Complete but need to evidence impact

<b>How we'll assess if we've addressed this area</b>	<ul style="list-style-type: none"> <li>• Monthly thematic audits will conduct deep dives to understand our support to specific cohorts/ within specific areas. One theme will be planning for adulthood.</li> <li>• 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.</li> <li>• The percentage of young people who have access to their health histories.</li> <li>• PAs can describe the local offer and explain how care leavers can benefit from it.</li> <li>• Feedback from young people accessing the care leaver hubs.</li> </ul>	<b>What we will see when we've addressed this area</b>	<ul style="list-style-type: none"> <li>• Proactive planning takes place for all care leavers ensuring they are prepared for adulthood. Over 80% audits will be good or better quality.</li> <li>• 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.</li> <li>• 100% care leavers have access to their health histories.</li> <li>• 100% PAs can describe the local offer and explain how care leavers can benefit from it.</li> </ul>
<b>Key improvement activities delivered this month and what impact we are achieving for children and young people</b>			
<p>Challenge is being provided around planning for adulthood work through Ignition Panel.</p> <p>The establishment of a court team will support with post-18 planning.</p> <p>A washing machine has been fitted to the Macc Hub in line with young people's feedback. We are trialling a hub in Congleton.</p> <p>A questionnaire/ survey was completed with care leavers and young people in care in relation to the current health passport. The young people asked for a new name "My Health Summary" and information on more support services to be included. Following on from this the C4C team have reviewed other areas' health summaries and created a new design, which includes a page on support services with QR codes. A timescale for when the new health summaries can go live is being scoped.</p>			

## C. Education, Employment and Training

<b>Section Lead</b>		Director of Education, Strong Start and Integration		
<b>What inspectors found</b>		<ul style="list-style-type: none"> <li>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.</li> </ul>		
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
<b>How we'll assess if we've addressed this area</b>		<ul style="list-style-type: none"> <li>The percentage of young people who are in EET.</li> <li>Thematic audits will conduct deep dives to understand our support to specific cohorts/ within specific areas, including EET.</li> </ul>		
<b>What we will see when we've addressed this area</b>		<ul style="list-style-type: none"> <li>The percentage of care leavers who are in EET will increase – we want to increase to above 75% in EET.</li> <li>By April 2025, we would have at least 10 new apprenticeship opportunities for young adults.</li> <li>90% young people will tell us they are encouraged and well supported to improve their life chances and access EET.</li> </ul>		

Key improvement activities delivered this month and what impact we are achieving for children and young people

We continue to review and update EET plans and work with young people and their PAs to do this for all those young people who are NEET and able to work. We have increased EET sessions at both care leaver hubs from monthly to weekly. We review all of those who are NEET and ready to work at our monthly NEET Challenge Panel meetings. We have created a specific EET case note on the child's record to enable us to track which young people are accessing EET support.

In terms of creating opportunities for young people, we have:

**Multiply Fakeaways** - We have organised 2 Fakeaways courses which are delivered by the Multiply Team. These courses teach young people cooking and numeracy skills. These are at The Hubs. The one in Macclesfield has taken place and we filled the course with 6 young people. The second one is taking at the Crewe Hub at the end of February, and we are on track to fill this too.

**Equans Ignite course** - Equans are a service commissioned by Cheshire East, and as part of their Social Value offer they provide a number of courses for young people. We arranged for them to deliver their Ignite Employability course for us over 6 weeks. This started at Crewe Hub last week and we have 4 young people on the course.

**Planning your Future Events** – As part of National Apprenticeship week we have organised two Planning your Future events at The Hubs, alongside the SEN Transition Team. These are marketplace events and we have professionals from colleges, Pure Insight, DWP, Housing, Adult Social Care, Supported Employment, and our own Apprenticeship worker and Venture with Confidence Team offering advice and information to young people and their support workers. The first event took place on 10 February in Macclesfield, and we had 7 young people, Supported Lodgings hosts, and support workers attend. The next event is taking place on 13 February at Crewe Hub.

**TNS** – TNS are a national company who provide technical support in IT infrastructure and telecommunications. They are currently offering opportunities in Fibre Optic cabling and have a SWAP (Sector-based Work Academy Programme) initiative with the DWP in Cheshire East. Through links with the Supported Employment Team, we have been involved in this project and had 2 young people who expressed an interest in this. They have both completed the initial information day and are due to start on 2 weeks training with TNS.

**Cerco** – Through links with Supported Employment I have met with Cerco to explore options with them. They offer training courses as a route into employment opportunities with them. We have since had 1 young person who has completed this course and is now waiting for a suitable work placement.

**Ringway Jacobs** – through links with Ringway Jacobs we have been made aware of their annual Apprenticeship recruitment drive. We are linking in with them to support young people through the application process.

**Cheshire East IT Team** – meetings have taken place with the IT Team to explore opportunities for work experience with them. We are at a point where this would be a possibility if we have an interested young person. They would also be interested in exploring options for Apprenticeships with them.

**Weekly EET sessions** – we now have weekly EET sessions taking place at Macclesfield and Crewe Hubs. Numbers have been growing at these sessions – particularly in Crewe. We are hoping to introduce an Employability Asdan as part of these sessions moving forward.



**Venture with Confidence** – we are about to recruit for the next programme to start after Easter.

## D. Accommodation

<b>Section Lead</b>	Head of Service for Cared for Children and Care Leavers			
<b>What inspectors found</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>			
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
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
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
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
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	Complete but need to evidence impact
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
<b>How we'll assess if we've addressed this area</b>	<ul style="list-style-type: none"> <li>Monthly thematic audits will conduct deep dives to understand our support to specific cohorts/ within specific areas, including care leavers in unsuitable accommodation.</li> <li>The thematic audit will involve phone calls to young people to understand their experiences.</li> <li>The number of young people who are homeless.</li> <li>The number of young people in unsuitable accommodation.</li> </ul>	<b>What we will see when we've addressed this area</b>	<ul style="list-style-type: none"> <li>Over 80% care leavers who live out of area access suitable housing in a timely way.</li> <li>90% care leavers tell us they are well supported.</li> <li>Effective plans and contingency plans prevent care leavers from needing to access emergency or unsuitable accommodation. Over 80% audits will be good or better quality.</li> <li>Records on where young people are living are accurate and there is effective oversight of young people's accommodation.</li> </ul>	

## Key improvement activities delivered this month and what impact we are achieving for children and young people

The care leaver ambassadors led a focus group at the care leavers cafe to seek care leavers' views on the recommission of a wider 18-25 accommodation offer. A workshop has been held to inform the recommission, it will be a more flexible mix of options.

Collaborative work with Cheshire YMCA and Apollo Buckinghamshire UK has resulted in a pilot for the use of unutilised student accommodation to be used to accommodate and support a small number of migrant young people over the age of 18 who do not yet have leave to remain. An initial group of young people moved into Apollo accommodation in December 2024 and have settled well. We are now in the process of signing contracts for an expansion of this scheme through 2025.

## E. Care leavers aged over 21

<b>Section Lead</b>	Head of Service for Cared for Children and Care Leavers			
<b>What inspectors found</b>	<ul style="list-style-type: none"> <li>For care leavers over the age of 21, persistent efforts to engage them are not routinely made.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>The quality assurance of the care leaver cohort aged 21+ needs strengthening.</li> </ul>			
<b>Ref</b>	<b>Action</b>	<b>Action Owner</b>	<b>Due by</b>	<b>Action Rating</b>
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
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

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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	March 2025	On track

<b>How we'll assess if we've addressed this area</b>	<ul style="list-style-type: none"> <li>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.</li> <li>The thematic audit will involve phone calls to young adults to understand their experience of services.</li> <li>The percentage of care leavers over 21 who we were in touch with within the last 3 months.</li> </ul>	<b>What we will see when we've addressed this area</b>	<ul style="list-style-type: none"> <li>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.</li> <li>Over 90% young adults will tell us they know that support is available if they need it.</li> <li>There is effective oversight of young adults aged 21+ and their outcomes, including young adults with a disability.</li> </ul>
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#### Key improvement activities delivered this month and what impact we are achieving for children and young people

Feedback has been sought from young people on the 21+ offer during January 2025. Young people were pleased to have an allocated worker and appreciated the support. Some young people reported that they were finding calls every 12 weeks too frequent. Agreement will now be sought to adjust our support in line with this feedback.

### 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><b>Child in need and child protection</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>Multi-agency core groups meet regularly to review progress however social workers do not routinely update children's experiences against the child protection plan.</li> <li>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.</li> <li>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.</li> </ul> <p><b>Cared for children</b></p> <ul style="list-style-type: none"> <li>The quality of care plans for children is inconsistent.</li> <li>Consideration is not routinely given to permanence planning for children from an early stage.</li> <li>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.</li> </ul>			
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	Dec 2024	Complete but need to evidence impact

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 action plan 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 action plan should consider all routes to permanence, including reunification.	Head of Service for Cared for Children and Care Leavers	November 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	TBC	Reviewing
P7	Review permanence decision panels to ensure effectiveness of permanence planning.	Head of Service for Cared for Children and Care Leavers	October 2024	Complete but need to evidence impact
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	June 2025	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	July 2025	On track
<i>Please also see action MO5 - Embed the permanence tracker to monitor achieving permanence planning within statutory and children's timescales.</i>				
<b>How we'll assess if we've addressed this area</b>	<ul style="list-style-type: none"> <li>• Monthly practice review audits will tell us about the quality of plans across all service areas.</li> <li>• Multi-agency audits will tell us about the quality of multi-agency challenge in supporting plan progression.</li> <li>• Permanence planning will be a focus of thematic audits.</li> <li>• The percentage of plans judged good or better.</li> <li>• The percentage of plans within timescales.</li> <li>• The percentage of children on repeat child protection plans.</li> <li>• Number of children on CP plans over 15 months.</li> <li>• The percentage of permanence plans in place by the second review.</li> <li>• The number of children on care orders and number of care orders discharged.</li> </ul>	<b>What we will see when we've addressed this area</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Drift and delay is prevented through effective management oversight and partnership challenge.</li> <li>• Consideration is routinely given to permanence planning for children from an early stage and children achieve permanence in a timely way.</li> <li>• Repeat child protection plans will be under 15%.</li> <li>• 100% permanence plans will be in place by the second review.</li> </ul>	
<b>Key improvement activities delivered this month and what impact we are achieving for children and young people</b>				
Further engagement work is being carried out with children, young people and families to coproduce a new child protection plan and support family led decision making.				

## 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><b>Child in need and child protection</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Some children are not visited often enough for social workers to build trusting relationships with them. Changes in social workers impacts this.</li> <li>• 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.</li> </ul> <p><b>Cared for children</b></p> <ul style="list-style-type: none"> <li>• Visits to children in care are not always carried out in line with statutory visiting schedules or their assessed need.</li> </ul>			
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

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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	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	Complete but need to evidence impact
<b>How we’ll assess if we’ve addressed this area</b>	<ul style="list-style-type: none"><li>• Monthly practice review audits will tell us about the quality of practice and visits, and the quality of relationships with children and young people.</li><li>• Timeliness of visits.</li></ul>		<b>What we will see when we’ve addressed this area</b>	<ul style="list-style-type: none"><li>• 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.</li><li>• 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.</li><li>• Visits to children are purposeful and clearly link to their assessments or plans.</li></ul>	
<b>Key improvement activities delivered this month and what impact we are achieving for children and young people</b>					
Observations of practice have taken place during practice week which will support evaluation of management oversight of visiting frequency in relation to need.					



## 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"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>			
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  Commission a final cohort by end of May 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	Complete but need to evidence impact
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	Complete but need to evidence impact
<b>How we’ll assess if we’ve addressed this area</b>		<b>What we will see when we’ve addressed this area</b>		
<ul style="list-style-type: none"><li>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.</li><li>The percentage of supervision within timescales.</li></ul>		<ul style="list-style-type: none"><li>Management oversight and challenge are embedded across all service areas. Over 80% of management oversight in audits will be good or better quality.</li><li>Supervision is consistently good quality, analytical and reflective.</li><li>Management oversight improves social work practice, leading to children and young people receiving timely support and experiencing good outcomes.</li><li>Children achieve permanence in a timely way.</li><li>100% children will have a permanence plan by their second review.</li><li>Over 90% supervision will be within timescales.</li></ul>		

**Key improvement activities delivered this month and what impact we are achieving for children and young people**

The final cohort of for the external leadership training started in January 2025.

Supervision training is being delivered as planned– 13 managers have attended to date and 22 are booked to attend the final session. We will need to commission further training for the remaining 14 managers and develop an inhouse provision for new managers going forward through the PSW.

## 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"> <li>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.</li> <li>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.</li> <li>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.</li> <li>IROs do not always robustly challenge the appropriateness of plans, which are not always-outcome focused, or challenge drift.</li> <li>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.</li> <li>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.</li> </ul>			
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	Principal Social Worker	IROs to be included by April 2024	Complete

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	understanding of quality and expectations on practice and joint approach to improvement.			
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
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	TBC	Reviewing

*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.*

<b>How we'll assess if we've addressed this area</b>	<ul style="list-style-type: none"> <li>• Monthly practice review audits will tell us about the quality of practice and plans.</li> <li>• Themes and impact of IRO quality assurance alerts.</li> <li>• Percentage of plans that are good or better quality.</li> <li>• Number of children on CP plans over 15 months.</li> <li>• Percentage of repeat child protection plans.</li> <li>• Percentage of permanence plans at the second review.</li> </ul>	<b>What we will see when we've addressed this area</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Children achieve long-term permanence in a timely way.</li> <li>• 100% children will have a permanence plan by their second review.</li> <li>• Repeat child protection plans will be under 15%.</li> </ul>
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**Key improvement activities delivered this month and what impact we are achieving for children and young people**

We have strengthened escalation around initial conferences to prevent conferences from being stood down/ being held out of timescales.

## 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"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>			
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	Review impact in August 2025 Embed by January 2026	On track
S2	Join Foster4, which will provide additional resources for fostering recruitment and training.	Head of Service Children's Provision	May 2024	Complete
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

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	Complete but need to evidence impact
S5	Develop specialist foster carers to support children and young people to step down from residential care.	Head of Service Children's Provision	TBC	Reviewing
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
S7	Open two Cheshire East Council residential children's homes 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
			Cherry Tree House – timescale TBC	Reviewing
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 Health Consultant	February 2026	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
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 ambassador to ensure the views of care experienced children and young people shape our priorities and service development.	Head of Service Children's Provision Participation Team	March 2025	On track
How we'll assess if we've addressed this area		What we will see when we've addressed this area	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.	
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.				



	<ul style="list-style-type: none"> <li>• Number of children and young people with 3 or more placement moves.</li> <li>• Children and young people will report that their placements meet their needs and they feel safe and supported.</li> </ul>		<ul style="list-style-type: none"> <li>• 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.</li> <li>• Children and young people experience stable homes and placement moves are prevented/ limited wherever possible.</li> </ul>
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#### Key improvement activities delivered this month and what impact we are achieving for children and young people

A toolkit has been developed to support practitioners to involve families in decisions from an early point. This includes a checklist, suggested questions to ask families, and leaflets for families to explain service support. This will go to the PPP group in February for sign off. The Family Group Conferencing Service has been moved to sit under the Manager for the CP Chairs Team. The remit of the team is being considered to look at what support we can offer prior to cases coming to conference.

Cherry Tree House was due to have its registration visit in January, but this was cancelled due to Ofsted availability.

Within this financial year we have approved 8 mainstream households, which is a significant increase on the previous year where we approved 5 by the end of March 2025. The service is confident that by the end of the financial year we will have 11 households approved. Year to date conversion to EOI has increased to 27.61%. The EOI's that received have been thorough and with suitable candidates who are aware of the benefits of working for Cheshire East.

# Chapter 2

## 1. The Front Door

Section Lead		Head of Service Front Door		
What inspectors found		<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>Issues relating to parental consent are not always well recorded.</li> <li>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.</li> </ul>		
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
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 Front Door	January 2025	Complete

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  Chair of the Safeguarding Partnership and statutory partners within the partnership	April 2025	On track
FD5	Establish a multi-agency safeguarding hub (MASH), supported by effective partnership governance arrangements.	Head of Service for the Front Door	March 2026	On track
<b>How we'll assess if we've addressed this area</b>	<ul style="list-style-type: none"><li>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.</li><li>The percentage of contacts that are referred to children's social care completed within 24 hours.</li></ul>	<b>What we will see when we've addressed this area</b>	<ul style="list-style-type: none"><li>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.</li><li>90% parental consent will be well recorded.</li><li>All decisions for referrals to children's social care will be made swiftly. Over 80% referrals audited will be good quality.</li><li>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.</li></ul>	
<b>Key improvement activities delivered this month and what impact we are achieving for children and young people</b>				
A collaborative workshop with partners was held in January sharing the findings of the peer review with Dorset Council. An action plan is in place to develop the front door in relation to Dorset Council's independent review.				
An assessment of how the partnership is implementing Working Together has been carried out. An implementation plan will be developed for the partnership board in April.				

## 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.	
Key improvement activities delivered this month and what impact we are achieving for children and young people					
An audit will be carried out to evaluate the impact of improvements on strategy discussions.					

### 3. Life-story work and later-life letters

Section Lead		Head of Service for Cared for Children and Care Leavers			
What inspectors found		• 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	March 2025	On track
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		• 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	• Life-story work and later-life letters are started early so children understand why they are in care.	
Key improvement activities delivered this month and what impact we are achieving for children and young people					
Training on life story work has been commissioned from Research in Practice. The training was delivered in January and there is another session in February. Feedback from the training in January was very positive.					

## 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"> <li>Waiting lists result in some delay in children accessing emotional support services.</li> <li>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.</li> <li>Initial and review health assessments are not always completed within appropriate timescales.</li> </ul>		
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	March 2025	On track
How we'll assess if we've addressed this area	<ul style="list-style-type: none"><li>• Waiting lists for children and young people's mental health services (CYPMHS).</li><li>• Timeliness of annual health assessments, initial and review health assessments.</li></ul>	What we will see when we've addressed this area	<ul style="list-style-type: none"><li>• 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.</li><li>• 90% annual health assessments will be completed within timescales.</li></ul>	
Key improvement activities delivered this month and what impact we are achieving for children and young people				
<h3>Emotional Health of Cared for Children</h3> <p>Greater Manchester ICB have now completed their scoping exercise regarding the health of unaccompanied asylum-seeking children and were planning to hold a workshop at the end of November to present their findings and update on practice development however this was cancelled with the plan to reschedule for early 2025. This will include a review of the support for their emotional health. Liverpool are currently working on Phase 1 of the project that is being completed for Cheshire and Merseyside, focussing on the Liverpool cohort of UASC initially due to the high numbers placed in the city. Liverpool plan to pilot the use of the IHA for their unaccompanied asylum-seeking children during February once authorised via the consultation phase. If the results are positive, then phase 2 would then commence with the plan for this to be rolled out further across Cheshire and Merseyside.</p> <p>In terms of our UASC cohort of young people the process for referral for mental health support have clear established pathways. The use of the CAMHS, IAPT / Talking Therapies and Pure insight are the main agencies for referral. Referrals to Freedom from Torture have now recommenced.</p> <h3>Health Assessments for Cared for Children</h3> <p>Timeliness of initial health assessments continues to be challenging. Themes contributing to this were outlined in detail in the last report, and include securing paperwork from children's social care within timescales, changes in placements, missed appointments or late cancellations (17 in Q3), and lack of carer transport. A plan is in place to address this and weekly multi-agency meetings are continuing to take place to resolve barriers. Where children have not attended within timescales, there is still evidence of multi-agency work to ensure these children are seen as quickly as possible, often in complex situations.</p>				

Discussions have been held regarding utilising the care leaver app to update information for the young person to be able to access regarding their health and wellbeing. Further work is being explored regarding the identification of a named person as a link to contact within each GP practice that supports with our Cheshire East Care Leavers.

The Specialist Nurse Cared for Children 16+ and Transitions will offer support by attending the care leaver hub once a month. The Sexual health outreach workers have completed a drop in and this will now be offered as part of a rolling programme.



## 5. Education for Cared for Children

Section Lead		Head of Service for Inclusion			
What inspectors found		<ul style="list-style-type: none"><li>• Too many primary-aged children in care experience attendance issues as they move into secondary school.</li><li>• Personal education plans (PEPs) contain the required information, but outcomes for children in care overall are low.</li><li>• Many children in care are ill-prepared for adulthood and struggle to cope with the challenges that they face when they leave care.</li><li>• 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.</li></ul>			
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	Complete but need to evidence impact	
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	February 2025	On track						
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	March 2025	On track						
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	Complete but need to evidence impact						
<table><tr><td><b>How we’ll assess if we’ve addressed this area</b></td><td><ul style="list-style-type: none"><li>• Percentage attendance for cared for children.</li><li>• Educational outcomes for cared for children.</li><li>• 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.</li><li>• Percentage of PEPs that are good or better quality.</li><li>• Percentage of young people in care in Year 12 and 13 that are NEET.</li></ul></td><td><b>What we will see when we’ve addressed this area</b></td><td colspan="3"><ul style="list-style-type: none"><li>• 95% attendance for all cared for children</li><li>• Educational outcomes for cared for children are good and in line with their peers.</li><li>• Cared for young people are well prepared for adulthood.</li><li>• Identifying children and young people who are at risk of NEET begins early and helps to prevent them becoming NEET.</li><li>• 95% of PEPs are graded as good or better</li><li>• 90% of young people in care in Year 12 and 13 are EET.</li></ul></td></tr></table>						<b>How we’ll assess if we’ve addressed this area</b>	<ul style="list-style-type: none"><li>• Percentage attendance for cared for children.</li><li>• Educational outcomes for cared for children.</li><li>• 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.</li><li>• Percentage of PEPs that are good or better quality.</li><li>• Percentage of young people in care in Year 12 and 13 that are NEET.</li></ul>	<b>What we will see when we’ve addressed this area</b>	<ul style="list-style-type: none"><li>• 95% attendance for all cared for children</li><li>• Educational outcomes for cared for children are good and in line with their peers.</li><li>• Cared for young people are well prepared for adulthood.</li><li>• Identifying children and young people who are at risk of NEET begins early and helps to prevent them becoming NEET.</li><li>• 95% of PEPs are graded as good or better</li><li>• 90% of young people in care in Year 12 and 13 are EET.</li></ul>		
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<b>Key improvement activities delivered this month and what impact we are achieving for children and young people</b>											
A deep dive is being completed into secondary attendance to understand the difference between primary and secondary attendance, and where we can target our support.											
We have been to the participation team to present our new PEP, the children and young people were really positive and happy with the changes to the new PEP document. The new PEP format has now been rolled out to all schools and early years settings. NEET indicators are now an essential aspect of our new PEP. We ask for staff to answer Y/N against each of the key NEET indicators, if any one of these is answered with a ‘Y’ then a separate box appears asking Designated Teachers to provide an update as to what work is being done on this area. We will then be able to pull this data through via reports and intervene earlier.											

## 6. Workforce

Section Lead		Director of Family Help and Children’s Social Care			
What inspectors found		<ul style="list-style-type: none"><li>• Frequent changes in social workers impact on the quality of relationships and the progress of plans for some children, leading to delay.</li><li>• 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.</li><li>• The impact of multiple social workers and IROs on care planning has resulted in drift and delay for some children in achieving permanence.</li></ul>			
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	
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	
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	
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 workforce strategy.	Head of HR Principal Social Worker	December 2024	Complete but need to evidence impact	

W6	Develop and launch a refreshed recruitment campaign to attract high quality practitioners and managers to Cheshire East.	Head of HR Principal Social Worker	March 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
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	Complete
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
W12	Deliver a base build of children's services to ensure there is the right support to meet children's needs.	Executive Director of Children's Services	June 2025	On track
<b>How we'll assess if we've addressed this area</b>	<ul style="list-style-type: none"> <li>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.</li> <li>Caseload data.</li> <li>The percentage of social worker vacancies and the percentage turnover rate for social workers.</li> </ul>	<b>What we will see when we've addressed this area</b>	<ul style="list-style-type: none"> <li>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.</li> <li>Teams are stable, meaning children and young people don't experience frequent changes in social worker or IROs.</li> <li>Average caseloads are 15 for AYSEs, 20 for cared for, and 22 for CINCP.</li> </ul>	

			<ul style="list-style-type: none"> <li>• 80% practitioners tell us that their caseloads are manageable and they feel well supported by managers.</li> </ul>
<b>Key improvement activities delivered this month and what impact we are achieving for children and young people</b>			
<p>We will be commissioning an external company to design an attractive recruitment campaign to help us attract high quality experienced candidates.</p> <p>4 candidates have been appointed to the level 7 apprenticeship scheme. Onboarding will start at the end of February 2025.</p> <p>There are practitioner representatives on all the improvement workstreams to ensure practitioners' views are reflected within our improvements. A teams channel is in place for the practitioner reference group to ensure the group can keep each other informed, share practice and ask questions.</p>			

# Chapter 3

## Actions from internal assessment activities from September 2024

### Entries to Care

<b>Section Lead</b>		Head of Service Child in Need and Child Protection Head of Service Safeguarding Children and Quality Assurance		
<b>Source</b>		Focus on Care Planning and Children who have become Cared for since April 2024 – Report to the Improvement Board on 7 November 2024		
<b>Areas for improvement</b>		<ul style="list-style-type: none"><li>• Too many children were coming into care in an unplanned way (58 of 116 in Q1 and Q2 2024-25).</li><li>• There were 25 children who were not open to children’s services before becoming cared for.</li><li>• 7 children were open to early help when they came into care.</li><li>• The number of unplanned entries to care include a high percentage from the use of Police Protection Powers.</li><li>• Interim care orders were granted for 18 children where the Court did not endorse the care plan.</li></ul>		
<b>Ref</b>	<b>Action</b>	<b>Action Owner</b>	<b>Due by</b>	<b>Action Rating</b>
C1	Review children’s experiences and identify if there were opportunities where early help could have been offered to support them.	Head of Service for Early Help and Protection	February 2025	Complete but need to evidence impact
C2	Refresh and relaunch the early help strategy to ensure there is a strong partnership approach to delivering early help.	Head of Service for Early Help and Protection	June 2025	On track
C3	Agree a joint protocol for responding to and managing police protection, including how police protection paperwork is shared and recorded on a child’s electronic file.	Head of Service Children’s Safeguarding and Quality Assurance	March 2025	On track

C4	Develop a neglect strategy to ensure all agencies are responding appropriately to neglect and earlier intervention is considered where necessary.		Children's Safeguarding Partnership Business Manager Head of Early Help and Prevention	June 2025	On track
How we'll assess if we've addressed this area	<ul style="list-style-type: none"><li>• Increase in the number of children coming into care in a planned way.</li><li>• Reduction in the use of Police Protection.</li><li>• Reduction in the number of care plans not endorsed by the court.</li></ul>	What we will see when we've addressed this area	<ul style="list-style-type: none"><li>• Children will come into care in a planned way. There will be no unplanned entries into care unless there are legitimate reasons which the partnership feel is acceptable (by exception).</li><li>• Children and families will have their needs identified early and will receive effective support that prevents issues from escalating. Children who do come into care in a planned way will have evidence of earlier intervention having taken place.</li></ul>		
Key improvement activities delivered this month and what impact we are achieving for children and young people					
<p>A dip sample of children that were known to early help and then subject to police protection powers was carried out by head of service and hub leads in December. Some children were open at the time of the PPP and others were not but had been in the 12 months prior. A number had benefitted from the additional level of oversight through the 9-month review process to drive plans and where concerns were heightened this meant increased use of the FHA and further intervention and visits to the family. All had neglect screening tools completed and there was evidence of multi-agency involvement.</p> <p>Where there were poor home conditions there were a number of themes for improvement - tools were used too late, potentially missing opportunities to consider a social care response, there was lack of consistent response with assessments, management oversight and response to home conditions, evidencing discussions with parents and following this up if not actioned. An action plan is in place to address the findings.</p> <p>A new early help strategy has been drafted and is open for consultation.</p> <p>A joint protocol for PPOs has been drafted and will be shared with partners for consultation.</p> <p>Neglect is a partnership priority. Independent scrutiny is offered by the DfE Improvement Advisor. There have been a number of multi-agency workshops to progress a neglect strategy, multi-agency screening tool, scorecard, and participation and engagement with families. This work will be presented to the children safeguarding partnership board in April.</p>					

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### Appendix 3

Actions that have been added:

Ref	Action
FD5	Establish a multi-agency safeguarding hub (MASH), supported by effective partnership governance arrangements.
W12	Deliver a base build of children's services to ensure there is the right resource to meet children's needs.

Actions that have been changed as part of the enhanced oversight of the improvement actions:

Ref	Action	Revised action	New timescale
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.	Develop a Family Feedback Strategy to ensure our services develop in response to what our families tell us.  Develop the child and family Engagement strategy that describes how and when to facilitate co-production and will be linked to the family feedback strategy	February 2025  March 2025
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.	Develop quality assurance activity to evaluate the impact of the improvement plan.	February 2025
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.	Ensure councillors have oversight of practice through opportunities in practice weeks.	February 2025
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	Strengthen how we capture children and young people's feedback through audits through a dedicated resource to ensure this is supported and actioned.	March 2025

Actions that have been removed:

Ref	Action	Reason
CLA5	Deliver restorative practice training to the whole care leavers service together	It has now been agreed that the care leavers service will undertake restorative practice

	to support a change in culture and consistency in practice.	training along with the wider service instead of a bespoke session.
CLB5	Review the transition policy.	This will now be covered by the birth to thrive transformation work.
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.	This is covered under our being brilliant at best practice approach and so is a duplication of another action.
S8	Carry out a deep dive on reunification and step down for children from care as part of the council's transformation programme.	This will now be covered by the right child right home project and so will come under that project plan.
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.	We have paused opening the third home (Victoria Lodge) and are exploring other options for using this home to increase our sufficiency, so we have removed the line referencing Victoria Lodge from the plan. Any new actions will be incorporated into our sufficiency action plan so this is done at the right time.

The timescales for the following actions have been revised through the oversight group to ensure these are suitable:

Ref	Action	Original timescale	Revised timescale
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	September 2024	January 2025 Extended in line with the appointment of a new DCS and Director of Improvement, who reviewed reporting arrangements and introduced new processes
SL7	Develop care leaver champions across the council to increase awareness and support for care experienced young people and young adults	December 2024	April 2025 Extended to allow for the care leaver ambassadors to be involved in shaping this work.
SL8	Refresh the cared for children and care leavers strategy 2022-26 and action plan together with our care leaver ambassadors.	November 2024	September 2025 Workstreams are being developed to support a refresh of the corporate parenting action plans that underpin this strategy.
SL14	Review the <a href="#">children's social care national framework</a> and its implications	November 2024	February 2025

	for practice and processes, to embed consistently good practice that achieves strong outcomes for children and young people.		Extended to ensure changes as a result of new leadership are incorporated within the review. The PSW has produced a report for CSLT sign off ahead of the deadline.
SL18	Introduce a way to capture feedback from families to understand the impact of services/interventions on outcomes for children and young people, to inform service improvement.	January 2025	March 2025 To enable a secure solution to be found to keep children's data safe and to allow testing with children and young people.
CLB1	Embed within our culture and approach that we start planning for adulthood as soon as a child or young person enters care.	Review impact in October 2024	This is dependent on the birth to 25 transformation work but will make some practice changes in Nov 2025 To give time for stabilising the workforce and embedding following base build of structures in April 2025.
CLE6	Review the impact of the revised 21+ offer with young adults, involving them in shaping any changes to services.	January 2025	Interim arrangements to be agreed by March 2025 in response to young people's feedback, noting that there is an interdependency with revising the practice standards which will follow.
P1	Embed the agreed restorative practice model approach to support requirement for consistently good practice.	August 2024	December 2024 Extended to incorporate the establishment of in-house training, launch of reflective circles in November, and annual celebration event in October and November 2024. Noting achievement of consistently good practice is linked to the majority of other actions in the plan but the delivery of training has taken place.
P5	Develop a permanence action plan 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 action plan should consider all routes to permanence, including reunification.	January 2025	November 2025 This is dependent on other work being completed first – such as the right child right home work and the establishment of a court team.
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.	November 2024	June 2025 The new plan has been piloted with positive feedback from families and partners, but further work is required to continue to develop this in line with family led decision making.

			The proposed changes to the plan are likely to require changes to the conference process so this piece of work is larger than originally anticipated and requires more partnership engagement.
P10	Review the cared for plan in partnership with children, young people and families to ensure it supports best practice and is easy for families to understand.	December 2024	July 2025 To support coproduction and new service manager appointment
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.	Launch within the Celebrating Practice Workshops in October	March 2025 To coincide with the next celebrating practice workshops
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.	Training to be delivered between November and March 2025	To further commission a final cohort by End of May 2025. The training is being delivered – 13 managers have attended to date and 22 are booked to attend the final session. We will need to commission further training for the remaining 14 managers and develop an inhouse provision for new managers going forward through the PSW. Once the remaining cohort has been completed this action will close.
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.	September 2024	Review in August 2025 Embed by January 2026 This is a longer-term action which will be dependent on our work to take forward the changes in the Children's Wellbeing and Schools Bill and a base build of children's services.
S7	Open two Cheshire East Council residential children's homes, which will include one emergency bed, to increase the placement options for Cheshire East's young people.	Claremont House to open in November 2024	Claremont was renamed to Cherry Tree House, and was due to have its registration visit in January, but this was cancelled due to Ofsted availability. Ofsted have not yet confirmed a date for a new visit.
S9	Investigate the potential for joint commissioning of high needs placements for children with relevant system partners, developing costed business cases where required, to	December 2024	February 2026 A specialist post has been recruited to support this work and work is underway with ICB colleagues, however this is a long term piece of work so it

	support increased placement options for young people.		expected to take 12 months to deliver.
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 ambassador to ensure the views of care experienced children and young people shape our priorities and service development.	December 2024	March 2025 To support coproduction with care leaver ambassadors and partners
FD4	Consider chapter 3 of Working Together 2023 in the safeguarding partnership to establish agreed multi-agency working arrangements.	December 2024	April 2025 An assessment of how the partnership is implementing Working Together has been carried out. An implementation plan will be developed for the partnership board in April.
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.	December 2024	March 2025 To support coproduction with care leaver ambassadors and partners
LS1	Commission external training on life-story work to ensure practitioners understand the expectation, importance, and how to complete it.	August 2024	March 2025 This training was commissioned from Research in Practice within the timescale, but the training will be delivered in January and February, so the date has been extended to reflect this.
ED6	Report cared for children's attainment against their peers within scorecards and performance reports to drive improved performance.	September 2024	February 2025 This will be in place following national validation of data.
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.	August 2024	March 2025 A working group is established around NEET. Members undertook audits during August, however further work was required to refine the audit process.
W6	Develop and launch a refreshed recruitment campaign to attract high quality practitioners and managers to Cheshire East.	January 2025	March 2025 We are commissioning an external company to design a recruitment campaign to support increasing capacity.

The timescales for the following are currently being scoped/reviewed:

Ref	Action
SL6	Commission LGA corporate parenting training for senior leaders across the partnership and all elected members.

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.
P6	Refresh the practice standards on care planning to ensure expectations to support permanence are clear.
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.
S5	Develop specialist foster carers to support children and young people to step down from residential care.
S7	Open two Cheshire East Council residential children's homes, which will include one emergency bed, to increase the placement options for Cheshire East's young people.

OPEN

## **Children and Families Committee**

**07 April 2025**

### **Delivery proposals for the Household Support Fund (HSF7) 2025/26.**

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**Report of: Theresa Leavy, 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 Approval of the Household Support Fund (HSF) 7 Delivery proposal for 2025/26.

#### **Executive Summary**

- 2 The HSF has provided essential support to vulnerable households in Cheshire East since 2020, including food, utilities, housing assistance, and other necessities. As of April 2024, HSF5 (1<sup>st</sup> April 2024 to 30<sup>th</sup> September 2024) transitioned from bulk payments to an enhanced referral system, aiming to reduce dependency and to promote sustainable impact.
- 3 From the 1 October 2024 to 31 March 2025 the HSF continued with this approach. There have been over 9,000 referrals supported, with a spend of £1.9m (figures as of 03 March 2025).
- 4 The HSF was 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](#)).
- 5 On the 05 March 2025, Cheshire East received grant documentation from the Department for Education, which confirmed our funding allocation is £3,884,294.39.

- 6 This figure is approximately £600,000 less than this year, which is a 15% reduction from our previous budget. This is a nationwide reduction and has not just applied to Cheshire East.

RECOMMENDATIONS:

The Children and Families Committee are recommended to:

1. Endorse the proposed delivery model of the Household Support Fund for 2025/26.
2. Delegate authority of the grant 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 and Covid Support Grant, have provided over £17m of support and over 100,000 separate payments to high priority groups within Cheshire East.

## HSF7 Proposal

- 8 The proposed model will include the following:
- (i) Provide targeted bulk delivery, to a range of highly targeted cohorts in the children and adults spheres - such as, children in need (CiN) and child protection (CP) care leavers, children with disabilities (CWD), children open to early help services, and to pensioners who no longer receive a winter fuel payment.
  - (ii) Operate an online referral form for application-based support where support for food, energy, wider essentials, housing and exceptional cost payments can be accessed.
  - (iii) Provide a portion of the funding as a third sector grant, targeting local voluntary, community and faith sector (VCFS) groups such as food banks and other third sector organisations who work with vulnerable residents.
- 9 HSF7 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 third sector organisations and individuals with a financial vulnerability as deemed by a professional or practitioner.
- 10 Governance will be via a monthly multi-agency steering group, attended by all our key stakeholders and the triage network. The meeting provides



an update on case work (financial, volumes and outcomes), a chance to share any developing risks, and for multi-agency reviews of cases.

- 11 A breakdown of proposed spend is available in table 1.
- 12 Please note, the funding amounts proposed in table 1 are indicative and reflect the volumes the programme has received in prior iterations. The final spend may differ from this amount if demand for another area of support increases.
- 13 Final grant conditions and allocations were received on the 05 March 2025, and can be found here ([Household Support Fund: guidance for local councils - GOV.UK](#)).

### **Other Options Considered**

- 14 Two other options were considered to deliver the HSF programme, these are detailed below:
- 15 Targeted bulk delivery with basic referral routes and third sector grant.
  - (i) Provide the majority of support via bulk release to targeted groups in the form of supermarket vouchers during key periods of need throughout the year.
  - (ii) Operate an online referral form for application-based support for food, energy, wider essentials, and housing payments.
  - (iii) Deliver to a large population of key groups such as income related free school meal, child in need and child protection, care leavers and SEND (list not exhaustive).
  - (iv) Provide a portion of the funding as a third sector grant, targeting local VCFS groups, food banks and other third sector organisations who work with vulnerable residents.
- 16 Enhanced referral routes with VCFS grant.
  - (i) Operate an online referral form for application-based support where support for food, energy, wider essentials, transport, housing adaptations and exceptional costs can be accessed.
  - (ii) Provide a portion of the funding as a third sector grant, targeting local VCFS groups, food banks and other third sector organisations who work with vulnerable residents.
  - (iii) This option would deliver the majority of the funding through the online referral form and replicate how we have delivered for the past 6 months.

- 17 The option selected combines the benefits for both above, whilst ensuring administrative efficient delivery.

## **Implications and Comments**

### *Monitoring Officer/Legal*

- 18 Pursuant to section 31 Local Government Act 2003, the Secretary of State has determined that additional funding will be made available by the DWP to Local authorities and covers the period from 1 April 2025 to 31 March 2026 inclusive.
- 19 Local authorities have discretion on how the funding is to be used as long as it is in accordance with the guidance set out in the household support fund grant determination.
- 20 Local authorities are expected to administer the HSF and provide support to households to support vulnerable households in the most need with the cost of essentials and to provide preventative support to prevent vulnerable households from falling into (or further into) crisis. This includes support; to those households who struggle to pay essential utility bills, or to meet essential living/housing costs, or to buy food and to promote or undertake activities that prevents households from facing similar hardship in future.

Even though this is an extension to the previous household support fund schemes, it is a new grant subject to its own grant conditions as is set out in the grant determination letter. Underspends from previous schemes cannot be carried forward and funds should be spent or committed before 31 March 2026 as they cannot be held over for future usage.

- 21 When administering the fund, authorities are encouraged to adopt the following principles ):
- use discretion on how to identify and support those most in need, taking into account a wide range of information;
  - use the funding for the period 1 April 2025 to 31 March 2026 to help vulnerable households in the most need with the cost of essentials and wider essentials;
  - Consider offering some level of preventative support, which has a longer-term sustainable impact alongside the provision of crisis support;
  - Also use funding to support households with housing costs where existing housing support does not meet this need;

Note: this includes payments made, or committed to, by the authority or any person acting on behalf of the authority, from 1 April 2025 to 31 March 2026.

- work together with district councils and third parties, including where necessary and appropriate other local services. This may include social workers, housing and family support services, and may incorporate intelligence and data from wider children's social care systems to help identify and support individuals, families and households within the scope of the fund.
- 22 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.
- 23 Rather than focus on one specific vulnerable group, local authorities should use the wide range of data and sources of information at their disposal to identify and provide support to a broad cross section of vulnerable households to prevent escalation of problems. Authorities should ensure that they consider the needs of various households including families with children of all ages, pensioners, unpaid carers, care leavers, and people with disabilities.
- 24 Authorities should particularly consider how they can support those vulnerable households who are ineligible for other government support with the cost of living.
- 25 The authority must ensure MI returns are signed off by S151 officer & submitted to DWP before the deadlines in order to receive the tranches of payments. Any delay may result in a delayed payment or the payment being refused. The deadlines are as follows:
- a) Interim 1 – 1 August 2025;
  - b) Interim 2 - 31 October 2025;
  - c) Interim 3 – 6 February 2026
  - d) Final – 8 May 2026
- 26 The authority must not deliberately incur liabilities for eligible expenditure before there is an operational need for it to do so.
- 27 The authority must ensure that HSF funding is spent on Eligible Expenditure. The authority must ensure grant monies are used as follows::

a) The authority is to ensure that the grant is primarily allocated to support with the costs of energy (for heating, lighting and cooking), food, water (for household purposes, including sewerage) and other essential living needs in accordance with the Scheme guidance;

b) in exceptional circumstances of genuine emergency, the authority may allocate grant funds to support with housing costs as set out in the Scheme guidance;

c) the authority is to use best endeavours to facilitate applications for assistance under the scheme from individuals who are eligible for assistance in their area.

d) The Authority may, in accordance with the Scheme guidance, allocate a portion of the grant to provide support that will improve, beyond the Grant Period, the financial resilience of households, including those households who are not struggling to meet their immediate essential living costs, and prevent vulnerable households from falling into, or further falling into, crisis. Such activities may include the provision of advice to individuals in meeting their essential living needs. For the avoidance of doubt, this does not include using the Fund to deliver and maintain activity for which the Authority is already receiving funding from HM Government.

- 28 The Authority must comply with the conditions within the grant determination letter, including (but not limited to) the provisions of paragraph 21 of the grant determination letter. Failure to do so (or in the event there is an overpayment/underpayment, or if there is an error in payment), DWP may reduce, suspend or withhold grant payments or require the repayment of the whole or any part of the grant monies paid. Any such incident will be at the determination of the Secretary of State and will become immediately repayable or off-set against any future sums payable to the authority.

#### *Section 151 Officer/Finance*

- 29 Expenditure on the Household Support Fund will be fully funded by a government grant which is expected to be lower than previous allocations. The Medium-Term Financial Strategy included an estimated value of £3.967m for a full year (£1.983 for half a year). The allocation to Cheshire East has now been confirmed at £3.884m.
- 30 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. It is not yet known if any funding will be provided after 2025/26 to continue this scheme or something similar.

- 31 The council is required to provide management information (MI) returns outlining their grant spend and the volume of awards.
- 32 The grant payments will be made in arrears on receipt of a fully completed and verified MI return.
- 33 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.

#### *Policy*

- 34 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.

<b>An open and enabling organisation</b>
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<b>Fair</b>
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#### *Equality, Diversity and Inclusion*

- 35 This scheme has an EIA in place for previous grant deliveries (please see [Covid Winter Grant Scheme 30.11.2020](#)). A new EIA has been completed and is currently being uploaded to the Cheshire East website.

#### *Human Resources*

- 36 The grant conditions enable Cheshire East 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*

- 37 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.
- 38 Risks are routinely assessed and reported on at the monthly household support fund steering group, and remedial action is taken, as required.

#### *Rural Communities*

- 39 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)*

- 40 Children and young people who suffer the greatest inequality in terms of lack of household income will directly benefit from both of these grants.

#### *Public Health*

- 41 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*

- 42 There are not expected to be any climate change implications from the Household Support Grant.

<b>Access to Information</b>	
Contact Officer:	Douglas Hubbert, Business Development Manager <a href="mailto:Douglas.hubbert@cheshireeast.gov.uk">Douglas.hubbert@cheshireeast.gov.uk</a>
Appendices:	Appendix 1 – HSF6 Evaluation Table 1 – HSF7 Spend Proposal Table 2 – HSF Spend update Table 3 – Case studies
Background Papers:	HSF6 paper - <a href="#">Agenda for Children and Families Committee on Monday, 11th November, 2024, 2.00 pm   Cheshire East Council</a>

## Appendix 1

**HSF6 Outcomes and Impact update**

- 43 An overview of HSF6 spend from 01 October 2024 to 03 March 2025 is shown below in table 2. The table demonstrates a total spend of £1.9m. When planned expenditure is included, the grant is on track to spend its entire allocation.
- 44 As well as providing food and energy support, since October the HSF programme has been able to prevent many families from being going through lengthy and costly court cases and evictions (136), supported young people to get to school who otherwise would have missed their education (3), repaired heating in homes which would have been cold during the winter (11), provided a home adaption that was preventing an individual for accessing vital home care and placing them in immediate danger (3), provided care leavers with white goods so they have the best opportunity in their new homes (4), cleaned homes which were unsafe for children to live in, allowing families to return (15), and providing families with beds who otherwise would have had children sleeping on the floor (36). This is just a snapshot of the impacts this money has had.
- 45 Many of these activities have also had avoidant impact, keeping families together, young people in school and young people in placements.
- 46 The HSF team have been in contact with a wide range of the triage network, including internal colleagues, third sector referrers and NHS referrers. Unanimously, they believe the programme is designed well and our current operational model is the best we have had to date. We have also received very good feedback from the community, stating that the programme has been a critical lifeline and has averted major crisis. Further feedback has been included within table 3, which details a range of case studies from across the programme.

Table 1

Spend area	Volumes	Spend
Food	10,000	£1,350,000.00
Energy	10,000	£1,350,000.00
Wider Essentials - Triage Network	1,000	£750,000.00
Wider Essentials - Exceptional Costs	50	£34,294.39
Prevention - 3rd Sector Grant	0	£200,000.00
Admin	0	£200,000.00
Total	21,050	£3,884,294.39

Table 2 – HSF6 Spend update (October 2024 to 03 March 2025)

Spend area	Volumes	Spend (as of 03/03/25)
Food	3,625	£379,996.00
Energy	5,497	£928,558.00
Triage Network	473	£369,664.78
Exceptional Cost	27	£14,633.00
Admin	0	£220,000.00
Total	9,622	£1,912,851.78

Table 3 – Case studies

Team	Feedback
Housing Prevention	<p>Vulnerable single mother of twins, complex mental health and learning disability. In a dire financial situation due to not understanding the benefits system due to her mental health and had to receive food parcels, emergency payments from charities and HSF food and energy referral from her housing provider just to make it to the end of the month. Another case which received a full package of advice and support from our Welfare Advice officer at a point where if left would of escalated to a full blown crisis situation and, loss of the home and a vulnerable mum with children left homeless. With financial support from HSF we have managed to stop any further escalation around eviction, saving the tenancy, freeing up funds for sustainability/day to day living expenses and eliminating the massive amount of stress exacerbated by mental health this situation was having on this single mother. The workers ability to tap into the HSF was recognised by the housing provider who sent the below</p> <p><i>"Another big thank you so much for your help with this one. Shauna is so relieved!"</i></p>
Homelessness prevention	<p>A partially sighted mother of adult children who bring their own set of challenges to her. One of her children is diagnosed with Schizophrenia and serving a prison sentence and the other is in rehab. She had been served with a notice of seeking possession and while the housing provider had done everything they could to assist including pulling in their Financial Wellbeing Services Manager it was heading towards court. HSF with support from housing allowed the tenancy to be saved and completed avoided</p>



	<p>further escalation towards crisis. The customer fed back directly to their housing provider:</p> <p><i>"this decision has relieved so much pressure and stress I have been facing at the thought of losing my home, I can barely afford to live and I buried my head not knowing what to do or where to turn. I cannot thank you and Wendy enough for the help and hope you have given me and I do not know what I would have done without this help"</i></p>
Homelessness prevention	<p>Single mother was living with her uncle who was having his property repossessed in a matter of days (waiting for bailiffs to execute the warrant) HSF allowed the family to accept an offer of long term suitable social housing before the repossession and completely prevent homelessness for her and her child. X made contact to say</p> <p><i>"I have signed the documents, I am so over the moon I love the house so much!! I am so happy with it."</i></p>
White goods	<p>I recently referred a client for a new cooker, bed frame and a chest of drawers. She is on a low income and has never been able to afford these items due to financial abuse from relatives and having moved areas due to domestic abuse. This client had been sleeping on a mattress on the floor and living off microwave/air fryer meals before I began supporting her.</p> <p>This client had no idea of the support available in the community. When I referred her into this scheme she simply couldn't believe she could get these things with no cost involved. I visited this client after the cooker had been installed and the bed frame and chest of drawers was delivered. To say she was elated and overwhelmed was an understatement. Throughout the entirety of the visit, she kept thanking myself for referring her and how much it meant to her. The impact on this client's mental wellbeing has exceeded expectations.</p>
Wider Essentials	<p>One of my prevention cases was a single parent with a young baby and currently on Maternity Leave. No family around locally.</p> <p>She had been served a Section 21. The white goods belonged to the landlord so was unable to take with her.</p>

	Her expectations were so minimal yet by providing white goods really made a huge difference to her and baby in her new home.
Transport	15 year old permanently suspended from a mainstream school and therefore attending a pupil referral unit which is within the statutory walking distance of home. X is vulnerable and at risk of criminal exploitation. Police had lent him a bike to get to school but he was regularly arriving late. Through HSF we have paid for a "spare seat" on existing transport which means X gets to school safely and on time.
Transport	Vulnerable young carer (has an EHCP) is being supported by aunt as his only parent has gone into hospital. CEC do not support travel to Supported Internships (SI) but HSF has meant that we can support him with a bus pass to get to his placement and continue to be supported by his SI.

OPEN

## **Children and Families Committee**

**7 April 2025**

**Academisation of St Mary's Catholic  
Primary School, Manor Lane,  
Middlewich, Cheshire, CW10 9DH**

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

**Report Reference No: CF/50/24-25**

**Ward(s) Affected: Middlewich**

### **Purpose of Report**

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

### **Executive Summary**

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

- 5 The academisation of a school removes it from the control of the local authority and transfers it a charitable trust. The staff and assets of the school are all transferred to the charity with the 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 Mary's Catholic 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.
- 8 The school has sometime in the past built a small extension onto the main school building, the footprint of which has encroached onto part of the playing field land. The Property Manager of the Diocese has requested that a statutory transfer of this area of land is made direct to the Diocese with the remainder of the playing field being transferred under the model long 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 Acting Governance, Compliance and Monitoring Officer to take all steps necessary to agree and execute the Commercial Transfer Agreement (Appendix 1) to Our Lady Help of Christians Catholic 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, and completion of a lease (see Appendix 2) to Our Lady Help of Christians Catholic Academy Trust 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

- 9 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.
- 10 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.

- 11 St Mary's Catholic 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.
- 12 The Diocese of Shrewsbury are the owners of St Mary's Catholic 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 Mary's Catholic 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.
- 13 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.
- 14 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.
- 15 St Mary's Catholic Primary School applied to the Department for Education to become an academy and the DFE granted an Academy Order on 18 June 2024 (see Appendix 4) for the school to convert to an Academy on 1 June 2025.
- 16 St Mary's Catholic Primary School is in Middlewich, Cheshire. School capacity is 220 pupils; at 4 March 2025 there were 175 pupils in the single form entry school. The main current secondary feeder is St Nicholas Catholic High School, Northwich. Pupils also move onto Middlewich High School, Holmes

Chapel Comprehensive School & Sixth Form College, Sandbach School and Sandbach High School & Sixth Form College.

- 17 Our Lady Help of Christians Catholic Academy Trust, All Hallows Catholic College, A Voluntary Academy, Brooklands Avenue, Macclesfield, SK11 8LB, was established on 26 November 2012. It currently has eleven academies, one Secondary Cheshire East, four Primary Cheshire East, two Primary Cheshire West and Chester, one Primary, Shropshire and three Primary, Telford and Wrekin.
- 18 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 for this land. The lease will enable the Academy to use the playing field in accordance with the lease. The granting of the 125-year lease will be of the playing field and will be a peppercorn rent to the Academy, with the Academy Trust taking the responsibility of maintaining the playing field.
- 19 The freehold interest of the majority of the playing field will remain with the Council and a Statutory Transfer of the part that has been built on will need to be entered into direct with the Diocese. If Committee approval is required for this, a report will follow.
- 20 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.
- 21 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.
- 22 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**

- 23 Appropriate consultation and engagement has taken place as required to support the conversion. Specific Human Resources engagement is set out in sections 47, 48 and 49 below.

## Reasons for Recommendations

- 24 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)."
- 25 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/91231/schools_views_on_the_perceived_benefits_and_obstacles_to_joining_a_multi-academy_trust.pdf)
- 26 St Mary's Catholic Primary School, Middlewich is one of 47 primary school provisions in Cheshire East which has not already converted to an Academy. There are currently 76 primary academies.
- 27 The DfE granted an academy order on 18 June 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

- 28 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.
- 29 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.
- 30 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.
- 31 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*

- 32 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 June 2025, the date on which the school is expected to open as an Academy.
- 33 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.
- 34 The school playing field belongs to the Council.

### *Section 151 Officer/Finance*

- 35 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.
- 36 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.
- 37 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.
- 38 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.
- 39 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.

- 40 The Local Authority has made it clear that it expects the School and the Governing Board to discharge their financial responsibilities in respect of public money appropriately. The school is predicted to have a surplus on conversion.
- 41 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*

- 42 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.
- 43 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*

- 44 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.
- 45 The SoS has confirmed that the School will convert to Academy status on 1 June 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.
- 46 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*

- 47 The school employees will transfer from the Governing Board of the school to the Academy Trust under TUPE regulations. The school already uses the in-house HR service from the Trust who will advise on human resource implications.

- 48 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).
- 49 The statutory TUPE process was managed and co-ordinated by the Trust HR Team. The formal consultation with the Unions took place on 11 February 2025 and a presentation was given to staff immediately after. It was a no measures TUPE, and neither the Unions or employees raised any concerns or questions. The consultation will close on 28 March 2025. The minutes of the consultation and presentation given were circulated to the Unions and a letter was issued to all staff with FAQ's. The Unions also received a pre-consultation questionnaire that provided them with the specifics of the actions taken by the school in regards of due diligence of the conversion.

#### *Risk Management*

- 50 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.
- 51 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.
- 52 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*

- 53 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)*

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

#### *Public Health*

- 55 There are no direct implications for public health.

#### *Climate Change*

- 56 There are no direct implications for climate change.

Access to Information	
Contact Officer:	<p>Joe Carter</p> <p>Education Project Manager</p> <p><a href="mailto:Joe.carter@cheshireeast.gov.uk">Joe.carter@cheshireeast.gov.uk</a></p>
Appendices:	<p>Appendix 1: Draft Commercial Transfer Agreement</p> <p>Appendix 2: Draft Model Lease</p> <p>Appendix 3: St Mary's Catholic Primary School Lease plan</p> <p>Appendix 4: Academy Order for St Mary's Catholic Primary School</p>
Background Papers:	<p><a href="http://www.gov.uk">Convert to an academy: documents for schools - GOV.UK (www.gov.uk)</a></p>

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**Dated**

**2025**

- (1) CHESHIRE EAST COUNCIL**
- (2) THE GOVERNING BODY OF ST MARY'S CATHOLIC PRIMARY SCHOOL**
- (3) OUR LADY HELP OF CHRISTIANS CATHOLIC ACADEMY TRUST**

## **Transfer Agreement**

St Mary's Catholic Primary School, a Voluntary Academy

THIS AGREEMENT is made

2025

**PARTIES:**

- (1) **CHESHIRE EAST COUNCIL** of [Insert Address] (the “**Council**”);
- (2) **THE GOVERNING BODY OF ST MARY’S CATHOLIC PRIMARY SCHOOL** of Manor Lane, Middlewich, Cheshire CW10 9DH (the “**Governing Body**”);
- (3) **OUR LADY HELP OF CHRISTIANS CATHOLIC ACADEMY TRUST** a company limited by guarantee registered in England and Wales (company number 08307881 whose registered office is at All Hallows Catholic College A Voluntary Academy, Brooklands Avenue, Macclesfield, Cheshire, SK11 8LB (the “**Company**”).

**WHEREAS**

- (A) The Company will, from the Transfer Date, operate the Academy on the same site as the School.
- (B) The freehold of the site used by the School is owned partly by the Council and on the Transfer Date the Council will enter into a 125 year lease with the Company in respect of the part of the site owned by the Council and used by the School.

**1 Definitions and Interpretation**

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

<b>Academy</b>	means the academy to be maintained by the Company at the site of the School under the proposed name St Mary’s Catholic Primary School;
<b>Assets</b>	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 but not limited to those listed in Schedule 3, but excluding the Excluded Assets;
<b>Children’s Barred List</b>	means the single barred list for those who are barred from engaging in regulated activity with children as required by the Safeguarding Vulnerable Groups Act 2006 and maintained by the Disclosure and Barring Service and amended by the Protection of Freedom Act 2012;
<b>Contractor</b>	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 (including any collateral warranties, guarantees, bonds and third party rights in favour of the Council and/or the Governing Body (irrespective of whether the Council or the Governing Body is a signatory to the same)) 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 but not limited to:

- (i) contracts, collateral warranties, guarantees, bonds and third party rights relating to building, improvement, maintenance or other works of the land and buildings comprised in the site of the School; and
- (ii) those contracts listed in Schedule 2 (true and accurate copies of which have been disclosed to the Company prior to the Transfer Date),

and where such contract was entered into by the Council and relates to other schools operated by the Council as well as the School then only such part of that contract as relates to the School, [in each case excluding the Excluded Contracts;]

**Data Protection Legislation**

means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the UK GDPR, Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

**Directive**

means the Safeguarding of Employees Directive (2001/23/EC) (as amended, re-enacted or extended from time to time);

**Disclosure and Barring Service**

means the organisation established under the Protection of Freedom Act 2012 and formed on 1 December 2012 by the merging of functions

	of the Criminal Records Bureau and the Independent Safeguarding Authority;
<b>Eligible Employees</b>	means the Transferring Employees who transfer to the Company and are active members of or eligible to join either the LGPS or the TPS immediately before the Transfer Date;
<b>Employee Liability Information</b>	means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the Regulations;
<b>Employee Schedule</b>	means a list of all School Employees as at the date that the list is provided to the Company by the Governing Body;
<b>Encumbrance</b>	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;
<b>Excluded Assets</b>	means the assets described in Schedule 4 which are excluded from the transfer effected by this Agreement;
<b>[Excluded Contracts]</b>	means the contracts described in Schedule 5 which are excluded from the transfer effected by this Agreement;]
<b>Excluded Liabilities</b>	means all Losses not expressly transferred to the Company pursuant to the terms of this Agreement;
<b>Funding Agreement</b>	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;
<b>Loss</b>	means all costs, claims, liabilities and expenses (including reasonable legal expenses) and "Losses" shall be construed accordingly;
<b>the LGPS</b>	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;
<b>the Personnel Files</b>	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;
<b>the Pupil Records</b>	means the records and information held by the Council or the Governing Body in respect of the pupils at the School who will or who are likely to become pupils at the Academy;
<b>the Regulations</b>	means The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted from time to time);
<b>the School</b>	means St Mary's Catholic Primary School (a maintained school);
<b>School Employees</b>	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;
<b>School Fund</b>	means the following bank account:  ST MARYS MIDDLEWICH R C SCHOOL FUND ACCOUNT  Bank Name – Natwest  Sort Code – 60-15-29  Account Number - 65130901;
<b>Staffing Information</b>	means, in respect of the School Employees, the information listed in Schedule 1;
<b>Third Party Consent</b>	means a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Company of any of the Assets or Contracts;
<b>the TPS</b>	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;

<b>Transfer Date</b>	means the date specified in the Funding Agreement on which the Academy will open;
<b>Transferring Employees</b>	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;
<b>UK GDPR</b>	means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as updated, superseded or repealed from the time to time.

- 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 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**

This Agreement is conditional upon the Funding Agreement being signed by the Company and the Secretary of State on or before the Transfer Date. In the event that the Funding Agreement is not signed by such date, this Agreement shall cease to have effect on the day following such date.

## **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 Governing Body shall, at least 28 days prior to the Transfer Date to the extent lawfully permitted, provide the Company with the Employee Schedule and Staffing Information.
- 4.2 The Governing Body shall notify the Company of any material change to the Employee Schedule and the Staffing Information as soon as is reasonably practicable prior to the Transfer Date and shall upon request by the Company meet the Company to discuss the information disclosed.
- 4.3 The Governing Body warrants, and in respect of any School Employee employed by the Council the Council also warrants, as at the date of this Agreement and again as at the Transfer Date:
- 4.3.1 that the information in the Employee Schedule and the Staffing Information is complete, accurate and up-to-date;
  - 4.3.2 that neither it (nor 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 contract of employment;
  - 4.3.3 that none of the School Employees have given or received notice of termination of employment nor are any of the School Employees the subject of any material disciplinary action nor is any School Employee engaged in any grievance procedure; and
  - 4.3.4 that neither it (nor 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 (as appropriate) and checked through the Disclosure and Barring Service (formally the Criminal Records Bureau) and all other checks required by law.
- 4.4 The Governing Body undertakes to the Company, and the Council undertakes in respect of any School Employees employed by the Council, that during the period from the date of this Agreement up to and including the Transfer Date:
  - 4.4.1 the Governing Body, or as the case may be the Council, 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 Governing Body, or as the case may be the Council, shall not, and shall 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 Governing Body 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 Governing Body, or as the case may be 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 Governing Body and (in respect of any School Employee employed by the Council) the Council 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 but not including the Transfer Date, and will pay such liabilities in the ordinary course prior to the Transfer Date and hereby indemnifies 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 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 from (and including) the Transfer Date, and will indemnify the Governing Body 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 Governing Body and (in respect of any School Employee employed by the Council) 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 Governing Body or, in respect of any School Employee employed by the Council, 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 Governing Body and (in respect of any School Employee employed or formerly employed by the Council) the Council shall indemnify the Company (either for itself or for or on behalf of any other person to whom the Transferring Employees 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 European law or otherwise) 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 the Governing Body 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;

- 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, the Governing Body or any other employer of the School Employees to comply with any legal obligation to such trade union, body or person; 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 Company (or, where applicable, the Contractor) may by 4pm 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
  - 7.2.2 the Governing Body (or, in respect of any person whose employment transfers or is alleged to transfer from the Council, 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 and any other claim brought by or on behalf of that person.
- 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 Governing Body or, in respect of any School Employee employed by the Council, the Council 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 Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Company or the Contractor, as the case may be, in respect of any Transferring Employee on or after the Transfer Date; and/or



- 7.3.2 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 Company 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 Company is an “employer” for the purposes of the Teachers’ Pension Scheme Regulations 2014 (“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 sum due to the LGPS and the TPS relating to the period from the Transfer Date.
- 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 such right and title as they have to the Assets (subject to any Encumbrance to which such Assets are subject and to any Third Party Consent), to the Company free of charge.
- 9.2 The Excluded Assets and Excluded Liabilities shall be excluded from the transfer under this Agreement.
- 9.3 The Council, the Governing Body and the Company shall work together in good faith to achieve a smooth transfer which best meets the needs of students transferring from the School to the Academy.
- 9.4 Such right of title as the Governing Body or the Council have to the Assets and risk in the Assets shall pass to the Company on the Transfer Date provided always that the Council and the Governing Body will have no liability to the Company in relation to the condition of such assets.
- 9.5 The Company shall have responsibility for the operation of the Academy from the Transfer Date and the Council and the Governing Body shall have no further obligation in terms of the operation of the School from the Transfer Date.
- 9.6 The Council and/or Governing Body (as applicable) with effect from the Transfer Date assigns to the Company all the Contracts which are (a) capable of assignment without the consent of other parties to those contracts (b) to the extent that such Contracts are not assignable without the consent of the other parties, if such consent has been obtained prior to the Transfer Date.
- 9.7 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:
  - 9.7.1 this Agreement shall not constitute an assignment or an attempted assignment of that Contract if the assignment or attempted assignment would constitute a breach of that Contract;
  - 9.7.2 after the Transfer Date the parties shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment and then to assign, or to procure the novation, of that Contract; and
  - 9.7.3 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 the Company's 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.
- 9.8 Pending the Transfer Date, possession of the Assets shall be retained by the Council and/or the Governing Body (as the case may be).
- 9.9 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 (whichever is currently responsible) in the ordinary course of business and the Council undertakes to indemnify and keep the Company and the Governing Body indemnified against any Historic Liabilities for which it is responsible under this clause.
- 9.10 All receipts relating to the Assets and the Contracts and all Losses and outgoings relating to the Assets and the Contracts 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.
- 9.11 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).
- 9.12 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 Legislation (and both the Council and the Governing Body shall use reasonable endeavours to ensure that they are permitted by Data Protection Legislation to deliver such information to the Company).

- 9.13 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.
- 9.14 In the event that the Council has procured professional services in connection with building or maintenance works by utilising in-house resources instead of appointing external consultants, in respect of those services the Council warrants that it has exercised (and if relevant will continue to do so) the degree of reasonable skill and care to be expected of an appropriately qualified professional of the relevant discipline to the services in question who is experienced in performing such services.
- 9.15 In any case where the Contracts relate to building works which have not reached practical completion or are still within the rectification period, defects liability period or maintenance period or where there are professional services still to perform the Contracts shall not be assigned and the Council shall hold the benefits of such Contracts on trust for the Company until the issue of the certificate of making good defects or equivalent of the building works or completion of professional services and the following clauses shall apply:
- 9.15.1 the Council shall continue to perform the employer's obligations under such Contracts;
- 9.15.2 the Council shall procure that the contract administrator shall provide 5 business days' prior written notice to the Company of the contract administrator's intention to issue any certificate of practical completion and making good defects and the Council shall procure that the contract administrator shall take all due and proper regard of the representations made by the Company in relation to such certificate provided that such representations are provided within 5 business days of such notice;
- 9.15.3 the Council shall at the request and expense of the Company take such action under the Contracts as may reasonably be required by the Company and will pay to the Company all monies and sums received pursuant to such enforcement action as soon as reasonably practicable; and
- 9.15.4 upon the issue of the certificate of making good defects or equivalent of the building works or completion of professional services, the Council shall assign such Contracts to the Company and clause 9.7 shall apply.

## **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 obtain their consent before settlement; 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 co-operation 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 other that they 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**

Neither 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 either 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 to be unenforceable 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 either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.
- 14.5 Neither party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party (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 Nothing in this agreement shall oblige the Governing Body to continue in existence where it ceases to do so as a result of the closure of the School or by operation of law or shall place any obligation or liability on the individual members of the Governing Body whether or not the Governing Body continues to exist.
- 14.8 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.
- 14.9 Any notice shall be deemed to have been duly received:
  - 14.9.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
  - 14.9.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
  - 14.9.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.10 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.11 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.
- 14.12 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.
- 14.13 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties.
- 14.14 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.

**IN WITNESS** of which the parties or their duly authorised representatives have executed this agreement as a Deed on the date first written above.

**THE COMMON SEAL of**

**CHESHIRE EAST COUNCIL**

was hereto affixed in the presence of

[ ]

Authorised Signatory

.....

**SIGNED as a DEED by JANET**

**MCKINLAY**, Head Teacher and

**SIMON DAVIS**, Chair of Governors

for and on behalf of **THE**

**GOVERNING BODY OF ST**

**MARY'S CATHOLIC PRIMARY**

**SCHOOL**

\_\_\_\_\_  
\_\_\_\_\_

**EXECUTED AS A DEED** by  
**OUR LADY HELP OF CHRISTIANS**  
**CATHOLIC ACADEMY TRUST**

acting by \_\_\_\_\_  
\_\_\_\_\_, Director  
a director, and \_\_\_\_\_, a  
director  
\_\_\_\_\_  
Director

## 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:-
    - 1.2.1 full name;
    - 1.2.2 post;
    - 1.2.3 whether the employment is full or part time;
    - 1.2.4 sex;
    - 1.2.5 date of birth;
    - 1.2.6 date of commencement of service;
    - 1.2.7 notice period;
    - 1.2.8 normal retirement age;
    - 1.2.9 remuneration;
    - 1.2.10 pension;
    - 1.2.11 in respect of teachers:
      - (a) scale point or leadership group spine point;
      - (b) assimilation point for the head teacher;
      - (c) whether the employee is a post-threshold teacher;
      - (d) whether the employee is a good honours graduate;
      - (e) management, recruitment, retention and/or any other allowances payable;
      - (f) 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:-
    - 1.4.1 redundancy procedures and payments;
    - 1.4.2 redeployment procedures;

- 1.4.3 sickness absence and sick pay entitlements;
- 1.4.4 equal opportunities;
- 1.4.5 disciplinary matters;
- 1.4.6 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.
- 2.3 Details of any other agreement, whether school, local or national, with any trade union or other body of employee representatives (and copies if available) including any informal recognition and procedure arrangements and other arrangements honoured by "custom and practice".
- 2.4 Details of which, if any, of the terms of any collective agreement form part of individuals' terms and conditions of employment.

## 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 Inspector 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 committees/representatives.
  - 6.2 Details of any health and safety complaints or recommendations or claims within the last 5 years.
- 7 Trainees/Consultants
  - 7.1 Details of all individuals in the undertaking working on training, work experience or similar schemes.
  - 7.2 Details of all consultancy agreements or self-employed personnel who are or may actually be employees.
- 8 Absent employees
  - 8.1 Details of all employees who have notified the Council/Governing Body that they are pregnant or who are currently absent on maternity leave.
  - 8.2 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.
- 9 Job Evaluation Scheme
  - 9.1 A copy of any job evaluation scheme.
- 10 Contractor Employees
  - 10.1 Details of any individuals employed by contractors working in the school.
- 11 Pension
  - 11.1 A list of all pension schemes (both occupational and personal) applicable to the employees.
  - 11.2 Details of any current or pending applications for early retirement.

## **Schedule 2 The Contracts**

**[List of Transferring Contracts to be included]**

### 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 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 All rights of the Council or Governing Body (as appropriate) in respect of computer software used by the School whether granted by licence or otherwise.
- 4 Any balance remaining from the School's budget following completion of due accounting procedures.
- 5 The School Fund.
- 6 The benefit of any grants made to the School in respect of periods before the Transfer Date.

## **Schedule 4 The Excluded Assets**

The following assets are excluded from this transfer:

- 1 The freehold or leasehold titles to the site of the School which are dealt with by separate agreement.
- 2 Cash in hand or at bank (other than any surpluses transferred to the Company from the Council and the Governing Body pursuant to the Academy Conversions (Transfer of School Surpluses) Regulations 2013 or any amounts referred to at paragraph 4 of Schedule 3.
- 3 [Any other excluded assets]

**Schedule 5 [The Excluded Contracts]**

**[Include details of excluded contracts, if any]**

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**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 LEASE<sup>1</sup>**

**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:<sup>2</sup>** [\_\_\_\_\_] [whose  
 registered office is at] [of]  
 [\_\_\_\_\_]
   
 (Company Registration Number:  
 [\_\_\_\_\_] )

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(i) <sup>1</sup> 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) <sup>2</sup> This will not apply

	[Other parties:] [Specify capacity of each party, e.g. management company OR delete]
<b>LR4. Property:</b> (referred to in the remainder of this lease as the "Property")	Please see the definition of "Property" in clause 1.1
<b>LR5. Prescribed statements etc:</b>	[None] OR
<b>[LR5.1]</b>	[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]]
<b>[LR5.2]</b>	[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]
<b>LR6. Term for which the Property is leased:</b> (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:<sup>3</sup>** [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]

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(iii)

<sup>3</sup> 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 of .....201[ ]

**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:

<b>"Amenities"</b>	drainage water gas electricity telephone and any other services or amenities of like nature;
<b>"Conduits"</b>	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;
<b>"End Date"</b>	the date that falls 90 working days after the Funding Termination Date;
<b>"Environment Acts"</b>	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;
<b>"Fixtures and Fittings"</b>	<b>and</b> 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;
<b>"Funding Agreement"</b>	(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] <sup>4</sup> ; and

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(iv) <sup>4</sup> 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;

<b>"Lease"</b>	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;
<b>"Outgoings"</b>	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);
<b>"Plan"</b>	the plan <sup>5</sup> annexed to this Lease;
<b>"Planning Acts"</b>	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;
<b>"Premises Acts"</b>	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;
<b>"President"</b>	the President of the Institution of Chartered Surveyors;
<b>"Property"</b>	the property described in [Part 1] Schedule 1;
<b>"Reinstatement Value"</b>	<p>the full cost of reinstating the Property including:-</p> <ul style="list-style-type: none"> <li>(a) temporarily making the Property safe and protecting any adjoining structures;</li> <li>(b) debris removal demolition and site clearance;</li> <li>(c) obtaining planning and any other requisite consents or approvals;</li> <li>(d) complying with the requirements of any Law;</li> <li>(e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement;</li> <li>(f) all construction costs;</li> <li>(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);</li> </ul>

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(v)

<sup>5</sup> Project specific amendment will be required to refer to numbered plan or plans



<b>“Relevant Secretary of State”</b>	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;
<b>"Rent"</b>	a peppercorn;
<b>["Retained Land"</b>	the adjoining land of the Landlord described in Part 2 Schedule 1;] <sup>6</sup>
<b>“Risk Protection Arrangement</b>	Arrangements to cover certain risks as operated by the Department for Education.
<b>"Secretary of State for Education"</b>	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;
<b>"Term"</b>	125 years from and including the Term Commencement Date;
<b>"Term Commencement Date"</b>	[●]; <sup>7</sup>
<b>"Termination Date"</b>	the date of expiration or sooner determination of the Term;
<b>“the 1954 Act”</b>	the Landlord and Tenant Act 1954;
<b>“the 1995 Act”</b>	the Landlord and Tenant (Covenants) Act 1995;
<b>"VAT"</b>	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)
- (vii)

<sup>6</sup> Delete if not applicable.

<sup>7</sup> 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:-<sup>8</sup>

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.<sup>9</sup>

## 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;]

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(viii) <sup>8</sup> Rights and reservations will only apply if the Landlord retains land or owns adjoining land over which rights are required.

(ix) <sup>9</sup> 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;<sup>10</sup>
- 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)

<sup>10</sup> 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).]<sup>11</sup>

### 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.

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(xi)

<sup>11</sup> 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]<sup>12</sup>;
- 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

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(xii) <sup>12</sup> 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;<sup>13</sup>
- 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

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(xiii) <sup>13</sup> 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.]<sup>14</sup>

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

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(xiv) <sup>14</sup> 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.]<sup>15</sup>**

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(xv) <sup>15</sup> Only applicable where land is being retained by Landlord.

**SCHEDULE 2****Rights Granted<sup>16</sup>****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:-

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(xvi) <sup>16</sup> 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 Reserved<sup>17</sup>**

##### **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

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(xvii) <sup>17</sup> 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**

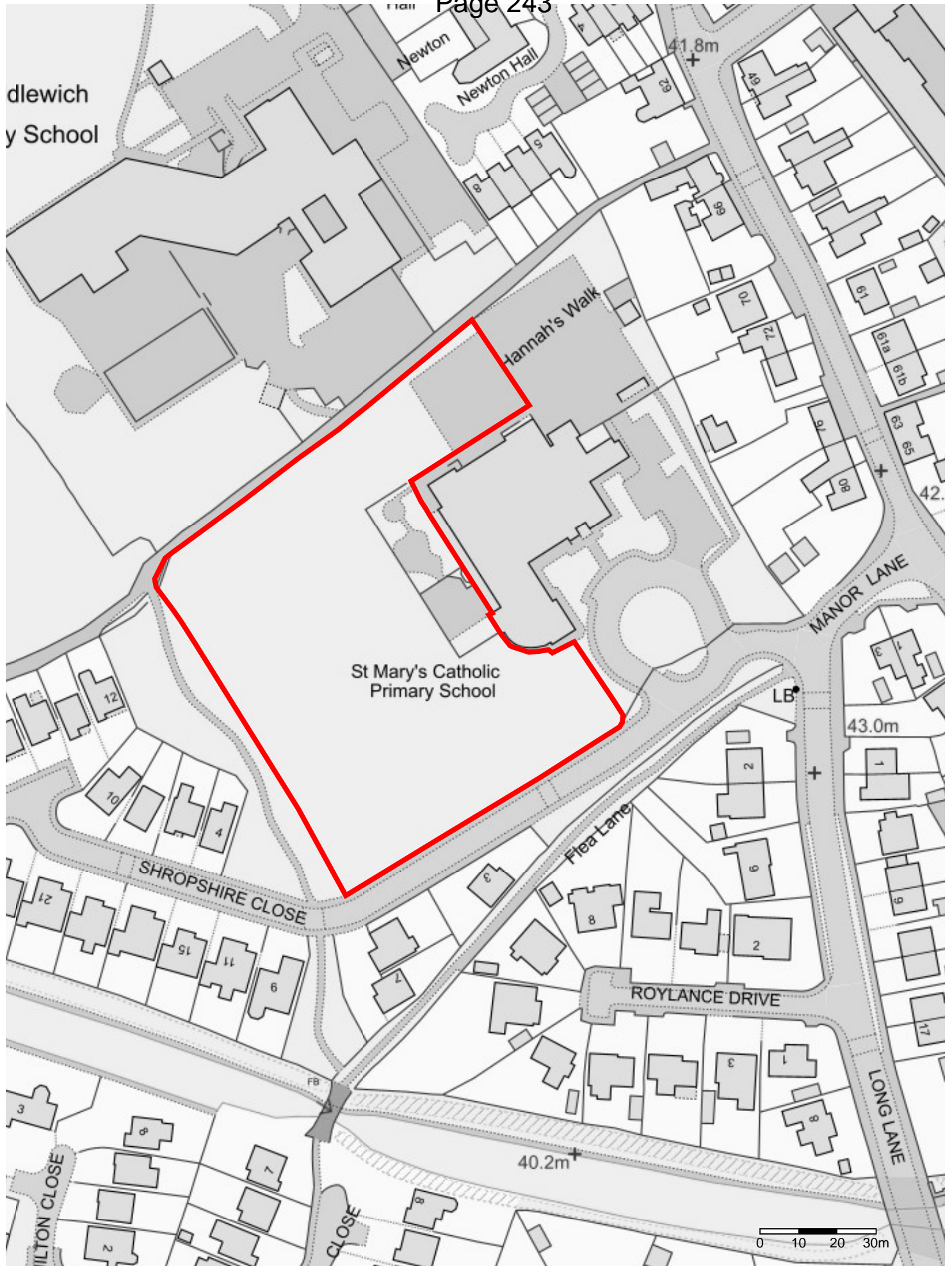
**Landlord's Property**

Details of title of Landlord's Property.<sup>18</sup>

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(xix) <sup>18</sup> 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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21/3/2025



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**The Rt Hon Gillian Keegan**  
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](http://www.education.gov.uk/contactus/dfes)

**To: The Chair of Governors of St Mary's Catholic Primary School**

**Cheshire East Council**

**ACADEMY ORDER**

1. This is an Academy Order made further to section 4 of the Academies Act 2010.
2. I hereby order that on the conversion date St Mary's Catholic 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 Mary's Catholic 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: 18 June 2024

**Vicky Beer CBE,**  
**Regional Director**

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OPEN

## **Children and Families Committee**

**7 April 2025**

### **Academisation of Schools Forward Plan**

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

**Report Reference No: CF/51/24-25**

**Ward(s) Affected: All**

**For Decision or Scrutiny: Scrutiny**

#### **Purpose of Report**

- 1 This report is presented to the Children and Families Committee to inform committee members of planned schools across the borough who are seeking to move to academy status and join a multi academy trust. The forward plan highlights schools that will require Committee approval at future meetings.
- 2 The report is connected to the Council's Corporate Plan 2021-25 priority, an open and enabling organisation:
  - (a) ensuring that there is transparency in all aspects of council decision making.
  - (b) supporting a sustainable financial future for the council, through service development, improvement and transformation.

#### **Executive Summary**

- 3 At the Children and Families Committee on 20 March 2023 the committee approved to receive a six-monthly update on academy conversions rather than a separate report each committee meeting.
- 4 This is the third update since the 20 March 2023 committee, following changes to the single point of contact for academy conversions within the local authority.

## RECOMMENDATIONS

The Children and Families Committee are recommended to note the forward plan in Appendix 1.

### **Background**

- 5 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.
- 6 The committee approved to receive a six-monthly update on academy conversions at the 20 March 2023 meeting.

### **Consultation and Engagement**

- 7 Consultation and engagement takes place for each school as part of the academy conversion process with both local authority staff and other interested parties.

### **Reasons for Recommendations**

- 8 The forward plan allows the committee to note schools who are planning to convert and those who have converted.
- 9 Committee approval will be sought for each academisation of a 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.

### **Other Options Considered**

- 10 The option to not inform the committee of academy planned conversions and completed conversions is not considered appropriate as each academy conversion will have varying levels of risk and the inclusion of a forward plan allows committee members to be kept aware of future changes.
- 11 School governing boards apply to the secretary of state to progress with an academy order, the alternative is to remain a maintained school. There is no requirement for a school to convert to an academy unless directed to do so through an inadequate Ofsted inspection.



- 12 Failure to cooperate could result in the Secretary of State making transfer schemes which would be binding on the council.

## **Implications and Comments**

### *Monitoring Officer/Legal*

- 13 All legal requirements are undertaken and approved ahead of any academy conversion. On going legal support will be provided and legal advice will be given when required.

### *Section 151 Officer/Finance*

- 14 All financial requirements are undertaken and approved ahead of any academy conversion.

### *Policy*

- 15 The implementation of an academy conversion is undertaken in accordance with national legislation as per the various Education Acts.
- 16 The report is connected to the Council's Corporate Plan 2021-25 priority, an open and enabling organisation:
- (a) ensuring that there is transparency in all aspects of council decision making.
  - (b) supporting a sustainable financial future for the council, through service development, improvement and transformation.

### *Equality, Diversity and Inclusion*

- 17 Not applicable for this report.

### *Human Resources*

- 18 All HR requirements (mainly relating to TUPE arrangements) are undertaken and approved ahead of any academy conversion.

### *Risk Management*

- 19 All associated risks are considered by legal, finance, HR and audit and risk, as part of managing the academy conversion process.

### *Rural Communities*

- 20 Not applicable for this report.

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

- 21 There is scrutiny of multi academy trusts by the Regional Schools Commissioner to ensure the trusts have capacity to adopt the school.

*Public Health*

- 22 There are no direct implications for public health.

*Climate Change*

- 23 There are no direct implications for climate change.

<b>Access to Information</b>	
Contact Officer:	Joe Carter Education Project Manager <a href="mailto:Joe.carter@cheshireeast.gov.uk">Joe.carter@cheshireeast.gov.uk</a>
Appendices:	Appendix 1 - Academisation Forward Plan 070425
Background Papers:	<a href="#">Report for Committee 20 March 2023</a> (see page 217) <a href="#">Minutes from 20 March 2023</a> (see page 7, item 99)

**Key**

Academy conversion completed
Academy conversion in progress
Change of information from previous report

The following table provides the latest position on school academy conversions. Any schools logged as completed in the previous September 2024 report have been removed from the table.

**Maintained School Conversion to Academy**

School	Phase	Status	Core School information Numbers of Pupils on Roll (NoR)	Conversion Dates Proposed (P) Actual (A)	Commentary
COMPLETED					
Lower Park School	Primary	Community Maintained	NoR: 277 Net capacity: 280 Ofsted: Good, November 2023	A: 01/01/25	Academy Order received 23 May 2024 Joined Halliard Trust
St John's CofE Primary, Sandbach	Primary	Voluntary Aided Maintained	NoR: 187 Net capacity: 210 Ofsted: Special Measures, September 2023	A: 01/01/25	Directive Academy Order received 19 February 2024 Joined North West Academies Trust
Cledford Primary School	Primary	Community Maintained (Federation with Gainsborough)	NoR: 408 Net capacity: 420 Ofsted: Good, May 2019	A: 01/02/25	Academy Order granted to join the Alexandra Academies Trust, 19/12/23
Gainsborough	Primary	Community Maintained (Federation with Cledford)	NoR: 389 Net capacity: 450 Ofsted: Good, May 2022	A: 01/02/25	Academy Order granted to join the Alexandra Academies Trust, 19/12/23
IN PROGRESS					

St Benedict's Catholic Primary School	Primary	Voluntary Aided Maintained	NoR: 208 Net capacity: 210 Ofsted: Good, February 2022	P: 01/04/25	Academy Order received 24 June 2024 Plan to join Our Lady Help Of Christians Catholic Academy Trust
Hurdsfield Community Primary School	Primary	Community Maintained	NoR: 166 Net capacity: 188 Ofsted: Good, May 2022	P: 01/04/25	Academy Order received 3 July 2024 Plan to join The Aspire Educational Trust
St Mary's Catholic Primary School, Middlewich	Primary	Voluntary Aided Maintained	NoR: 182 Net capacity: 230 Ofsted: Good, January 2024	P: 01/06/25	Academy Order received 24 June 2024 Plan to join Our Lady Help Of Christians Catholic Academy Trust
CHANGE OF INFORMATION FROM PRIOR REPORT					
N/A					

Provided for Information Only – the following transfers are not required to be presented to Committee for agreement

### Single Trust and/or MAT to MAT Transfer

School	Phase	Status	Core School information	Conversion Dates Proposed (P) Actual (A)	Commentary
<b>COMPLETED</b>					
Stapeley Board Lane C of E Primary, Nantwich	Primary	Single academy trust	Previously one CE Primary School	A: 01/01/25	Transferred to The Cornovii Trust, seven academies (two secondary and five primary)
<b>IN PROGRESS</b>					
Marlfields Primary School, Congleton (Congleton Primary Academy Trust Limited)	Primary	Single academy trust	Currently one CE Primary School	P: 01/04/25	Plan to transfer to Children First Learning Partnership, Stoke Trust, currently with six Staffordshire Primary Schools
Rural Church Schools Academy Trust, Nantwich	Primary	Multi-academy trust	Currently three CE Primary Schools: Warmingham CofE Primary School, St Oswald's Worleston CofE Primary School, Bunbury Aldersey CofE Primary School	P: 01/04/25	Plan to transfer to Chester Diocesan Academies Trust (CDAT), currently 18 academies
<b>CHANGE OF INFORMATION FROM PRIOR REPORT</b>					
N/A					

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## Children and Families Committee Work Programme 2025 - 26

Report Reference	Children & Families Committee	Title	Purpose of Report	Corporate Plan Priority	Lead Officer	Exempt Item	Consultation	Equality Impact Assessment	Part of Budget and Policy Framework	Is the report for decision or scrutiny?
<b>9 June 2025</b>										
CF/01/25-26	09/06/25	Final Outturn 2024/25	This report outlines how the Council managed its resources to achieve both positive outcomes and value for money in the delivery of services during the 2024/25 Financial Year. The purpose of the report is to note and comment on the final financial and performance outturn position and (if necessary) to approve Supplementary Estimates and Virements	An effective and enabling Council	Executive Director Resources (S151)	No	No	No	Yes	Scrutiny
CF/09/25-26	09/06/25	Appointments to Sub-Committees	To consider a report on appointments to the Cared for Children and Care Leavers Committee and the Health and Wellbeing Board	An effective and enabling Council	Acting Governance, Compliance and Monitoring Officer	No	No	No	No	Decision

## Children and Families Committee Work Programme 2025 - 26

15 September 2025										
CF/02/25-26	15/09/25	First Financial Review of 2025/26	To note and comment on the First Financial Review and Performance Position of 2025/26, including progress on policy proposals and material variances from the MTFS and (if necessary) approve Supplementary Estimates and Virements	An effective and enabling Council	Executive Director Resources (S151)	No	No	No	Yes	Decision/Scrutiny
10 November 2025										
CF/03/25-26	10/11/25	Second Financial Review of 2025/26	To note and comment on the Second Financial Review and Performance position of 2025/26, including progress on policy proposals and material variances from the MTFS and (if necessary) approve Supplementary Estimates and Virements.	An effective and enabling Council	Executive Director Resources (S151)	No	No	No	Yes	Decision/Scrutiny
CF/04/25-26	10/11/25	Medium Term Financial Strategy Consultation	All Committees were being asked to provide feedback in relation to their	An effective and enabling Council	Executive Director Resources (S151)	No	No	No	Yes	Decision/Scrutiny



## Children and Families Committee Work Programme 2025 - 26

		2026/27-2029/30	financial responsibilities as identified within the Constitution and linked to the budgets approved by the Finance Sub-Committee in March 2025. 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							
<b>19 January 2026</b>										
CF/05/25-26	19/01/26	Third Financial Review 2025/26	To note and comment on the Third Financial Review and Performance position of 2025/26, including progress on policy proposals and material variances from the MTFS and (if necessary) approve Supplementary Estimates and Virements	An effective and enabling Council	Executive Director Resources (S151)	No	No	No	Yes	Scrutiny

## Children and Families Committee Work Programme 2025 - 26

CF/06/25-26	19/01/26	Medium Term Financial Strategy Consultation 2026/27 to 2029/30 Provisional Settlement	All Committees were being asked to provide feedback in relation to their financial responsibilities as identified within the Constitution and linked to the budgets approved by the Finance Sub-Committee in March 2025. 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.	An effective and enabling Council	Executive Director Resources (S151)	No	No	No	Yes	Decision/Scrutiny
<b>16 February 2026</b>										
<b>13 April 2026</b>										
CF/07/25-26	13/04/26	Service Budgets 2026/27	The purpose of this report is to set out the allocation of approved budgets for 2026/27 for services under the Committee's remit, as determined by	An effective and enabling Council	Executive Director Resources (S151)	No	No	No	Yes	Decision/Scrutiny

**Children and Families Committee Work Programme 2025 - 26**

			Finance Sub Committee							
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**CHESHIRE EAST COUNCIL****Minutes of a meeting of the Cared For Children and Care Leavers Committee**

held on Tuesday, 3rd December, 2024 in the The Capesthorne Room - Town Hall, Macclesfield SK10 1EA

**PRESENT**

Councillor C Bulman (Chair)  
Councillor J Saunders (Vice-Chair)

Councillors M Beanland, S Bennett-Wake, E Gilman, G Hayes, S Holland, B Posnett, B Puddicombe and L Braithwaite

**OFFICERS IN ATTENDANCE**

Theresa Leavy - Interim Executive Director of Children's Services  
Lisa Davies, - Interim Improvement Director Children's Services  
Richard Nash, - Interim Director of Family Help and Children's Social Care  
Jessica Hillman - Team Manager, Cared for Children  
Laura McCloughlin – Service Manager, Cared for Children  
Laura Rogerson - Head of Service Inclusion  
Annemarie Parker - Head of Service Cared for Children and Care Leavers  
Josette Niyokindi - Associate Director of Quality & Safety Improvement, Integrated Care Board  
Annie Britton - Participation Lead  
Mimoza Gashi - North West Area Manager, The Children's Society (joined remotely via Microsoft Teams)  
Karen Shuker - Democratic Services Officer

**19 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Cllr D Clark. Cllr L Braithwaite attended as a substitute.

**20 DECLARATIONS OF INTEREST**

There were no declarations of interest.

**21 MINUTES OF PREVIOUS MEETING****RESOLVED:**

That the minutes of the meeting held on 3 December 2024 be agreed as a correct record.

## **22 UPDATE FROM THE SHADOW COMMITTEE**

The committee received a presentation from the Care Leaver Ambassadors on the local offer. The presentation focused on feedback and recommendations following the local offer review event which took place on 13 November 2024.

Some of the feedback and recommendations from the event included:

- The need to expand out of hours support
- The leisure pass could instead be offered as a leisure budget to widen the scope of available activities
- The need for financial support with childcare for care leavers who were parents to secure work or training
- Support with gaining qualifications in English and maths, including online or at Care Leaver Hubs
- 'Starter kits' for young people moving into their own homes
- More support with the Homechoice process, such as a dedicated Housing Officer who could work with the Care Leavers Service
- The Setting up Home Allowance to be standardised regardless of age
- More emotional support and social events to build networks
- The need for laundry and personal hygiene facilities in Hubs
- Independence preparation to be gradual and begin before the age of 16 to allow for sufficient support in advance of independent living. Also to consider the ASDAN model for independence packs

The committee thanked the Care Leaver Ambassadors for sharing this feedback and recommendations and asked for assurances from officers that work would be undertaken in response. Officers advised that an update on the progress and impact of the implementation of these suggestions would be provided at subsequent meetings.

## **23 UPDATE FROM THE CORPORATE PARENTING STRATEGIC BOARD (VERBAL UPDATE)**

The committee received a verbal update from the Executive Director of Children's Services on the Corporate Parenting Strategic Board. New terms of reference had been agreed to ensure clarity around the work of the board and how it reports into the Cared for Children and Care Leavers Committee for scrutiny. Work streams were due to go live in January. There would be formal reporting into this committee on the progress of the work streams.

## **24 VIRTUAL SCHOOL HEADTEACHERS ANNUAL REPORT 2023-24**

The committee received the Virtual School Headteacher Annual Report 2023/24. The report presented an overview of the operation and impact of the virtual school during 2023/24.

The committee raised a number of queries including highlighting a scheme in Scotland to ensure that cared for children who received the required grades would be guaranteed a place at university. It was suggested that the Council have a discussion with MPs to lobby on this being extended to England.

**RESOLVED:**

That the report be noted.

**25 CARE LEAVERS ANNUAL REPORT 2024**

The committee received the Care Leavers Service Annual Report 2024. The report highlighted the progress since the Ofsted inspection which concluded in March 2024.

Members asked for a progress update on the recruitment of social workers as concerns were regularly raised around recruitment challenges and high caseloads. The committee were advised that the issue was being addressed as part of the improvement plan and this included looking at international recruitment, converting agency social workers and looking at the retainment offer. It was noted that the Department for Education had recently raised its risk assessment from moderate to critical in relation to the number of social workers nationally.

**RESOLVED:**

That the report be noted.

**26 CHESHIRE EAST ADVOCACY AND INDEPENDENT VISITOR SERVICE - THE CHILDREN'S SOCIETY ANNUAL REPORT**

The committee considered the Cheshire East Advocacy and Independent Visitor Service Annual Report 2023-24 which provided an overview of the work undertaken between 1 October 2023 – 30 September 2024.

**RESOLVED:**

That the report be noted.

**27 CARED FOR CHILDREN AND CARE LEAVERS COMMITTEE QUARTER 2 SCORECARD 2024-25**

The committee considered the Cared for Children and Care Leavers Scorecard which set out the performance of the service for quarter 2 of 2024-25.

**RESOLVED:**

That the report be noted.

The meeting commenced at 2.05 pm and concluded at 4.00 pm

Councillor C Bulman (Chair)