



NOTTINGHAM CITY COUNCIL
SCHOOLS FORUM

Date: Thursday, 23 February 2017

Time: 1.45 pm

Place: Ground Floor Committee Room - Loxley House, Station Street, Nottingham,
NG2 3NG

Members are requested to attend the above meeting to transact the following business

Governance Officer/Clerk to the Forum: Phil Wye Direct Dial: 0115 876 4637

AGENDA

Pages

- | | | |
|----------|---|---------|
| 1 | APOLOGIES FOR ABSENCE | |
| 2 | DECLARATIONS OF INTEREST | |
| 3 | MINUTES OF THE LAST MEETING
To agree the minutes of the meeting held on 19 January 2017 | 3 - 10 |
| 4 | WORK PROGRAMME | 11 - 12 |
| 5 | SECONDARY HIGH NEEDS DEVOLVED FUNDING PILOT
Joint report of the Corporate Director for Children and Adults and the Directors of Education | 13 - 58 |
| 6 | PROPOSED NATIONAL FUNDING FORMULA UPDATE
Presentation by Ceri Walters, Head of Commercial Finance | |
| 7 | PRIMARY AND SECONDARY FAIR ACCESS FUNDING
Report of the Joint Directors of Education | 59 - 68 |

IF YOU NEED ANY ADVICE ON DECLARING AN INTEREST IN ANY ITEM ON THE AGENDA, PLEASE CONTACT THE GOVERNANCE OFFICER/CLERK TO THE FORUM SHOWN ABOVE, IF POSSIBLE BEFORE THE DAY OF THE MEETING

CITIZENS ATTENDING MEETINGS ARE ASKED TO ARRIVE AT LEAST 15 MINUTES BEFORE THE START OF THE MEETING TO BE ISSUED WITH VISITOR BADGES

CITIZENS ARE ADVISED THAT THIS MEETING MAY BE RECORDED BY MEMBERS OF THE PUBLIC. ANY RECORDING OR REPORTING ON THIS MEETING SHOULD TAKE PLACE IN ACCORDANCE WITH THE COUNCIL'S POLICY ON RECORDING AND REPORTING ON PUBLIC MEETINGS, WHICH IS AVAILABLE AT WWW.NOTTINGHAMCITY.GOV.UK. INDIVIDUALS INTENDING TO RECORD THE MEETING ARE ASKED TO NOTIFY THE GOVERNANCE OFFICER/CLERK TO THE FORUM SHOWN ABOVE IN ADVANCE.

NOTTINGHAM CITY COUNCIL

SCHOOLS FORUM

**MINUTES of the meeting held at Loxley House, Nottingham on 19 January 2017
from 13.45 - 16.13**

Membership

Present

Sian Hampton (Chair)
Judith Kemplay Vice Chair)
Bev Angell
Maria Artingstoll
David Blackley
Caroline Caille
Sally Coulton
David Holdsworth
David Hooker
Andy Jenkins
Tracy Rees
Terry Smith
James Strawbridge
Marcus Wells
Sheena Wheatley

Absent

Gary Holmes
Chris Manze
Janet Molyneux
Tracey Ydlibi

Colleagues, partners and others in attendance:

David Anstead	- Director of School Improvement and Inspection
Helen Blackman	- Director of Children's Integrated Services
Kathryn Bouchlaghem	- Early Years Manager
Clive Chambers	- Head of Safeguarding and Quality Assurance
Alistair Conquer	- Head of Educational Curriculum and Enrichment
Julie Corner	- Strategic Finance Business Partner
Sarah Fielding	- Director of Education
Jennifer Hardy	- Education Improvement Board Programme Manager
Julia Holmes	- Senior Commercial Business Partner
Tajinder Madahar	- Head of Children's Duty and Targeted Services
Shelley Nicholls	- Youth Offending Team
Sophie Russell	- Head of Children's Strategy and Improvement
Kathryn Stevenson	- Senior Commercial Business Partner
Ceri Walters	- Head of Commercial Finance
Aileen Wilson	- Head of Early Help Services
Phil Wye	- Governance Officer

The Chair opened the meeting and requested that, as some reports were sent out late for this meeting, in future all reports are sent out to Forum members in plenty of time for them to be considered properly.

28 APOLOGIES FOR ABSENCE

Gary Holmes, Chris Manze, Janet Molyneux, Tracey Ydlibi

29 MEMBERSHIP

RESOLVED to note the appointment of David Holdsworth as Primary Academy representative.

30 DECLARATIONS OF INTEREST

None.

31 MINUTES

The minutes of the previous meeting held on 8 December 2016 as a correct record and signed by the Chair.

32 WORK PROGRAMME

The work programme was noted.

33 EDUCATION IMPROVEMENT BOARD AMBITION 2025 - PROGRESS UPDATE

Jennifer Hardy presented a progress update on the ongoing work of the Education Improvement Board (EIB), which was part funded by the Forum in April 2015. Jennifer highlighted the following:

- (a) key achievements of the Board include The Behaviour Charter, Fair Workload Charter, recruitment of a dedicated Teacher Recruitment and Retention Officer, and question-level analysis of key stage 2 SATs papers and GCSE papers;
- (b) the Board now has 21 members, with progress Boards for English, maths and science;
- (c) there is the possibility of developing the Board into a charity, which would enable access to further funding;

The following answers were given in response to questions asked by the Board:

- (d) in the short term, the Board's strategies, such as Reading Recovery and Transition Support, have funding to run for the rest of this year and for next year;
- (e) the work of the EIB should directly impact on schools. This will work differently in different strands, for example science strands will work directly in schools.

Question level analysis will be fed back on a school level as well as city-wide;

- (f) recruitment of a Lead for English and maths was unsuccessful so a successful Academy in Stoke on Trent has been approached to come and lead on improvement work.

RESOLVED to thank Jennifer for the update and request a further update in a year's time

34 EDUCATION SERVICES GRANT

Ceri Walters introduced the report seeking approval to transfer the former Retained Education Services Grant (ESG) to the Local Authority. Ceri highlighted the following:

- (a) ESG is being phased out but there will be transitional funding available until August. Academies receive this funding direct;
- (b) ESG Retained Funding funds statutory duties for all city pupils, whereas ESG General Duties only relates to pupils in maintained schools;
- (c) the Local Authority intends to do some benchmarking work against other authorities during the 2017/18 year to inform future decisions;

The following answers were given in response to questions from the Forum:

- (d) there is no reason foreseen as to why any additional funding would be required this year, however the final budget has not yet been approved by Executive Board;
- (e) in the 2018/19 school year ESG will be removed and funding will be paid direct to schools. Funding for these services will be treated as a de-delegated budget.

The presentation which was shown to the Forum is attached as an appendix.

RESOLVED to

- (1) approve funding to support the statutory retained duties of the Local Authority for all pupils as set out below:**

	Total cost (£m)	Rate per pupil (£)
Director of Children's Services and personal staff for director	0.097	2.46
Planning for education service as a whole		
Revenue budget preparation, preparation of information on income and expenditure relating to education, and external audit relating to education	0.027	0.67
Administration of grants	0.157	3.98
Authorisation and monitoring of expenditure not met from schools' budget shares		

Formulation and review of local authority schools funding formula		
Provision of information to or at the request of the Crown other than relating specifically to maintained schools		
Plans involving collaboration with other LA services or public/voluntary bodies		
Internal audit and other tasks related to the authority's chief finance officer's responsibilities under Section 151 of LGA 1972 except duties specifically related to maintained schools	0.011	0.28
Consultation costs relating to non-staffing issues	0.015	0.38
Standing Advisory Committees for Religious Education (SACREs)	0.004	0.09
Functions in relation to the exclusion of pupils from schools, excluding any provision of education to excluded pupils	0.135	3.44
School attendance		
Responsibilities regarding the employment of children		
Management of the LA's capital programme including preparation and review of an asset management plan, and negotiation and management of private finance transactions	0.071	1.81
General landlord duties for all buildings owned by the local authority, including those leased to academies	0.056	1.42
Services set out in the table above will also include overheads relating to these services: <ul style="list-style-type: none"> • Ensuring payments are made in respect of taxation, national insurance and superannuation contributions • Recruitment, training, continuing professional development, performance management and personnel management of staff • Investigations of employees or potential employees, with or without remuneration • Investigation and resolution of complaints • Legal services related to education functions 		
TOTAL	0.640	16.27

(2) note that no approvals are required for the transitional funding of general duties of £0.478m as set out below. This funding is for the statutory requirements of the Local Authority in relation to maintained schools only:

	Full year rate	27/18 5/12s allocation rate
ESG General Funding Rate for mainstream schools	£66.00	£27.50

ESG General Funding Rate for special schools	£280.50	£116.88
ESG General Funding Rate for PRUs	£247.50	£102.13

(3) note that the Local Authority:

- a. is not requesting any further funding over and above the transitional funding for 2017/18;**
- b. will require funding of these services in 2018/19, which will form part of a separate report;**

(4) note the recommendation to include on the Schools Forum Sub Group work programme for 2017/18:

- a. a question and answer session in relation to the statutory duties of the Local Authority for all pupils as per recommendation 1;**
- b. 2018/19 funding of the statutory duties of the Local Authority for maintained schools only as per recommendation 2;**

(5) request a timeline for funding approvals over the next year to be presented to the next Forum meeting.

35 SCHOOLS BUDGET 2017/18

Ceri Walters presented the report on the Schools Budget 2017/18. Ceri highlighted the following:

- (a) the overall budget is divided into 3 blocks – Schools, Early Years, and High Needs. The overall budget comes to £256,501m, of which £255,459m is funded by the Dedicated Schools Grant;**
- (b) the report does not include any forecast for 2018/19, and does not include detailed information on the Central Expenditure, De-Delegated budgets or the Early Years budget as these have already been presented to the Forum in separate reports;**
- (c) the Schools Budget is based on a formula. There have been some changes to the formula including changes in the Income Deprivation Affecting Children Index (IDACI), removal of post-16 and shifts in the funding of factors like deprivation;**
- (d) some schools have gained funding and others have lost out, usually due to changes in pupil numbers or business rates. The amount allocated per pupil has reduced by £3.33 per pupil, however Nottingham City is still a high funded authority and is still the highest in the East Midlands;**
- (e) the Early Years budget has already been approved. The Local Authority is considering raising the base rate by £0.10 to £4.25. This is because Early Years settings are facing cost pressures and will benefit from financial stability. This will be funded by reducing the deprivation rate from £1.40 to £1.00.**

The presentation which was shown to the Forum is attached as an appendix.

RESOLVED to

(1) note the following information on the Dedicated Schools Grant (DSG):

- a. the overall indicative 2017/18 cost of the Schools, Early Years and High Needs blocks is £256.501m;**
- b. DSG funding of £255.454m supports this cost;**
- c. there is currently no unallocated funding (headroom);**
- d. the impact to schools' budgets of the indicative allocation as set out below:**

Phase	No. of schools with no gain or loss greater than 5%	No. of schools with a gain greater than 5%	No. of schools with a loss greater than 5%	Total number of schools
Primary	51	22	0	73
Secondary	9	6	1	16
Total	60	28	1	89

(2) to note the allocation of Pupil Premium funding will be allocated to schools in accordance with the grant conditions.

36 CENTRAL EXPENDITURE BUDGET 2017/18

Ceri Walters introduced the report presenting the proposed Central Expenditure budget for 2017/18 for those items not approved in the meeting on 8 December 2016.

Ceri explained that if this budget were not approved, it would go into a reserve which can only be used for certain purposes. Future funding from 2018/19 will be based on these historical commitments so it would mean that the funding would be cut from the budget in future years.

Forum members expressed disapproval with this as it limits the ability to scrutinise this spending and is rubber stamping historical commitments.

Helen Blackman introduced presentations on three of the four areas of the Central Expenditure Budget which were not approved in December 2016 to the Forum, with support from Aileen Wilson, Shelley Nicholls, Tajinder Madahar, Sophie Russell and Clive Chambers. These were the Combined Services for Family Support, Integrated Placements and Safeguarding Training.

Sarah Fielding then introduced her report on the Combined Service for Serving Vulnerable Children, explaining that this funding is to support the Virtual Headteacher who works with all Children in Care and unaccompanied asylum seeker children.

The following observations were made during the discussion which followed:

- (a) the presentations gave an overview of the services, and did not focus on the impact to individual schools, however impact can be demonstrated through evidence;
- (b) there is frustration from schools when the thresholds for accessing services increases, though this is understandable due to budget cuts. The need for the services is understood but as they do not always directly impact schools the funding can be resented when schools' budgets are also being cut;
- (c) the standard duration of an intervention through the Priority Families programme is 10 months, or longer with agreement through schools.

RESOLVED to

- (1) approve the central expenditure associated with Combined Service – Family Support;**
- (2) approve the central expenditure associated with Combined Service – Integrated Placements;**
- (3) approve the central expenditure associated with Combined Service – Safeguarding Training;**
- (4) approve the central expenditure associated with Combined Service – Serving Vulnerable Children;**
- (5) note that the value of any items unapproved will be headroom and transferred to the Statutory School Reserve (SSR) and expenditure will only align to specific services as set out by the Education Funding Agency (EFA).**

37 VIRTUAL SCHOOL FUNDING

This report was incorporated into item 36 – Central Expenditure Budget

38 EXCLUSION OF THE PUBLIC

RESOLVED to exclude the public from the meeting during consideration of the remaining item in accordance with Section 110A(4) of the Local Government Act 1972 on the basis that, having regard to all the circumstances, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

39 CENTRAL EXPENDITURE BUDGET 2017/18 - EXEMPT APPENDIX

RESOLVED to note the information contained in the exempt appendix.

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SCHOOLS FORUM WORK PROGRAMME

Title of report	Report or presentation	Author – name, title, telephone number, email address
<u>20 April 2017</u>		
1. Secondary Increased Alternative Provision Capacity Project	Report	Anna White, Strategic Director, Nottingham City Secondary Education Partnership (NCSEP)
2. Collective Strategy for High Needs Budget	Report	Ceri Walters, Head of Commercial Finance Tel: 0115 8764128 Email: ceri.walters@nottinghamcity.gov.uk
3. Update on High Needs government consultation	Presentation	Ceri Walters, Head of Commercial Finance Tel: 0115 8764128 Email: ceri.walters@nottinghamcity.gov.uk
<u>22 June 2017</u>		
1. Budget outturn report	Report	Ceri Walters, Head of Commercial Finance Tel: 0115 8764128 Email: ceri.walters@nottinghamcity.gov.uk

Deadlines for submission of reports

Date of meeting	Draft reports (10.00 am)	Final reports (10.00 am)
20 April	23 March	10 April
22 June	1 June	12 June

Proposed dates for 2017/18

21 September 2017

9 November 2017
7 December 2017
18 January 2018
15 February 2018
19 April 2018
21 June 2018

SCHOOLS FORUM – 23rd FEBRUARY 2017

Title of paper:	Secondary High Needs Devolved Funding Pilot
Director(s)/ Corporate Director(s):	Alison Michalska, Corporate Director for Children and Adults Pat and Sarah Fielding, Directors of Education
Report author(s) and contact details:	Anna White, Strategic Director (NCSEP)
Other colleagues who have provided input:	
Summary	
This report is a note to Schools Forum on the outcome of the LA consultation with Secondary schools on the future use of High Needs funding ring fenced for pupils who are at risk of or already permanently excluded from mainstream. The proposal includes for schools to take ongoing responsibility for the provision for pupils who would previously have been permanently excluded. The original pilot proposal was for all schools to opt in.	
Recommendation(s):	
1	To note that three trusts comprising of six secondary schools have accepted the LAs offer of their share of High Needs funding based on the July 2016 Finance Model and SLA presented by the LA. This group will form the High Needs Exclusions Pilot and is made up of The Greenwood Dale Academies Trust, Bluecoat Academies Trust and The Trinity Catholic School. Funding will be released for this current financial year (2016/17) prior to the end of the financial year and for financial year 2017/18.
2	To note that at present not all schools could agree to the pilot, due to high exclusion rates and an exclusion cost recovery clawback clause, some schools in the City are not incentivised to join under the current finance model.
3	To note that NCSEP and the LA will continue to work together to find a position where all secondary schools in the city will participate in these arrangements
4	To note the reinstatement of the Finance Sub Group of the School's Forum and that NCSEP will be expected to provide a termly update on progress in relation to the pilot proposal.

1 REASONS FOR RECOMMENDATIONS

- 1.1 The High Needs budget is under increasing pressure due to the very high numbers of pupils who have been excluded from school over the past three years in particular.

Permanent Exclusions by School	2012/13	2013/14	2014/15	2015/16	2016/17	Grand Total
Djanogly City Academy	6	12	41	11	8	78
Farnborough Academy	5	10	12	13	5	45
Bulwell Academy	1	14	12	12	4	43
Top Valley Academy	3	6	5	8	15	37
Ellis Guilford School	3	7	6	8	5	29
The Oakwood Academy	2	4	7	10	3	26

NUSA		4	9	11		24
Emmanuel School	3	4	3	7	2	19
Nottingham Academy	4	5	3	5		17
Bluecoat Beechdale Academy		3	6	2		11
Fernwood School		1	2	2		5
Nottingham Girls' Academy		1	1			2
NUAST				2		2
Trinity Catholic School		1		1		2
Bluecoat Academy		1				1
Grand Total	27	73	107	92	42	341

Denewood and Unity Learning Centres are at their current capacity and additional provision has had to be brokered at additional cost. There are currently 105 pupils on the roll of Denewood and 143 on the roll of Unity. The additional cost currently stands at £2.205m for last academic year plus £1.899m so far this year.

Time period	PRU	External AP Costs £m
FY 2015/16	Denewood	0.885
FY 2015/16	Unity	1.320
FY 2016/17 to Oct	Denewood	0.642
FY 2016/17 to Dec	Unity	1.257

- 1.2 This exclusion trend cannot continue. This pilot proposed delegating contingency funds to schools under an equitable funding model which would also see schools taking responsibility for the provision for pupils who would previously have been permanently excluded from their school.
- 1.3 The Learning Centres currently fulfil the Local Authorities Education Duty with regards to permanently excluded pupils and in future will do so via a cost recovery mechanism. Schools will therefore still be able to permanently exclude pupils but there will be a charge for their provision. The cost recovery mechanism at present will only apply to the pilot schools and for financial year 17/18 is agreed at 15K per pupil. It is acknowledged that this sum does not represent full cost recovery.

2 BACKGROUND (INCLUDING OUTCOMES OF CONSULTATION)

2.1 The original proposal to devolve funding to all schools / academies was designed;

- a. to give Head Teachers/Principals a greater role in commissioning provision and services in line with their particular needs, based on the premise that they are best placed to make the decisions about which pupils should have priority access to such provision
- b. to ensure quality and improve outcomes,
- c. to increase flexibility to avoid exclusion and speed up support,
- d. to help ensure that access to funding is equitable,

e. to ensure arrangements are financially sustainable and the process of locating the most appropriate provision for our students was streamlined,

- 2.2 The consultation with schools took place between October 2015 and November 2016 following on from Peter Gray's Report which was commissioned in Summer 2015. Final consultation took place in March 2016 with a view to implementation in April 2016. Several Finance models were tabled by the LA based on a sum of money that matched the budget for Denewood and Unity Learning Centre.
- 2.3 The pilot originally proposed individual sums of money representing their individual share of the budget to manage pupils at risk of exclusion. The LA urged schools and academies to consider earmarking funding and resources to support links between primary and secondary to develop effective transition support, resulting in better outcomes for pupils at all stages.

Not all schools have agreed to opt in to the pilot. The tables below show the final allocations to schools based on proposals tabled in January. Since this time schools are now subject to a clawback clause for exclusions post April 16. Under the current model some schools would receive no funds or would find themselves in a position where they had to pay funds to the LA. This is due to these schools having permanently excluded pupils during the current financial year - the costs of which go beyond the agreed and available funding. The cost of educating these pupils is subtracted from the sum of money allocated to the school under the current model, as agreed through the proposal.

The Nottingham Emmanuel School is committed to the pilot morally and will lead the way in a second wave of the pilot should funding be made available for all non-pilot schools to have a new floor agreed for the next financial year. It is noted that this would require additional funding and would need to come back to schools forum.

- 2.4 Option D Model (July 2016). The total sum made available to schools by the LA was £2,238,887.00:

OPTION D - Revised 75% Ever 6, 25% NOR option		Full Share
DfE no	School Name	
4006	Oak Wood School	115,857
4615	Bluecoat Academy	227,713
4003	Bluecoat Beechdale Academy	130,437
6905	Djanogly City Academy	123,038
4026	Ellis Guilford School	248,256
4005	Farnborough Academy	123,473
6907	Nottingham Academy	340,716
4020	Nottingham Free School	20,022
4000	Nottingham Girls' Academy	91,597
4004	Nottingham University Academy of Science and Technology	21,909
6906	Nottingham University Samworth Academy	156,308
6919	The Bulwell Academy	178,167
4064	The Fernwood School	109,526
4462	The Nottingham Emmanuel School	129,322
5404	The Trinity School	90,546
4002	Top Valley Academy	132,003
		2,238,887

2.5 The attributed costs of previously excluded pupils (up to 31 March 16) and remaining share:

DfE no	School Name	Attributed costs of previously excluded pupils					Full share less attributed costs					
		2016/17	2017/18	2018/19	2019/20	2020/21	2016/17	2017/18	2018/19	2019/20	2020/21	
4006	Oak Wood School	261,321	181,046	97,889	51,502	15,148	-145,464	-65,189	17,967	64,355	100,709	
4615	Bluecoat Academy	-	-	-	-	-	227,713	227,713	227,713	227,713	227,713	
4003	Bluecoat Beechdale Academy	54,825	28,703	19,407	18,177	7,574	75,612	101,734	111,030	112,260	122,863	
6905	Djanogly City Academy	581,243	323,302	130,269	22,721	-	-458,205	-200,264	-7,231	100,317	123,038	
4026	Ellis Guilford School	273,976	185,745	81,797	15,148	-	-25,720	62,511	166,459	233,108	248,256	
4005	Farnborough Academy	426,364	297,319	173,342	77,252	22,721	-302,892	-173,846	-49,869	46,221	100,752	
6907	Nottingham Academy	120,790	77,252	22,721	-	-	219,927	263,464	317,995	340,716	340,716	
4020	Nottingham Free School	-	-	-	-	-	20,022	20,022	20,022	20,022	20,022	
4000	Nottingham Girls' Academy	36,354	15,148	-	-	-	55,243	76,449	91,597	91,597	91,597	
4004	Nottingham University Academy of Science and Technology	-	-	-	-	-	21,909	21,909	21,909	21,909	21,909	
6906	Nottingham University Samworth Academy	293,537	205,644	90,600	25,751	7,574	-137,229	-49,336	65,708	130,557	148,734	
6919	The Bulwell Academy	315,347	207,664	146,077	84,826	22,721	-137,181	-29,497	32,090	93,341	155,446	
4064	The Fernwood School	68,197	55,761	33,325	7,574	-	41,329	53,765	76,201	101,952	109,526	
4462	The Nottingham Emmanuel School	148,479	86,056	33,325	7,574	-	-19,157	43,266	95,997	121,748	129,322	
5404	The Trinity School	27,135	18,177	7,574	-	-	63,410	72,369	82,972	90,546	90,546	
4002	Top Valley Academy	107,157	62,105	22,721	-	-	24,846	69,898	109,281	132,003	132,003	
		2,714,724	1,743,921	859,045	310,524	75,738	-	475,837	494,966	1,379,842	1,928,363	2,163,149

2.6 Indicative devolved funding with a floor of 43% to incentivise all schools:

4 **OUTCOMES/DELIVERABLES**

- 4.1 Funding will be monitored to ensure it is used effectively and appropriately as per the checks and measures in Section 4 of the SLA. The three signed SLA's are attached with this note.
- 4.2 Following schools forum a detailed pilot project plan will be drawn up.
- 4.3 A report will be delivered by NCSEP to the reinstated Schools Forum Finance Sub Group on a termly basis during the pilot which will include;
- a clear account of all spending by each academy
 - levels of exclusion per academy
 - impact and outcomes
- 4.4 The same report will also go to the Education Improvement Board on a termly basis to inform, evidence and rationalise city wide work streams in relation to AP.
- 4.5 The CLM system will be developed for the purposes of record keeping, tracking and monitoring progress of pupils and the impact of support. NCSEP will monitor the pilot and will report back to all schools via the Head teachers meetings and to the Finance Sub Group and to the EIB.

5 **FINANCE COMMENTS (INCLUDING IMPLICATIONS AND VALUE FOR MONEY/VAT)**

- 5.1 In the current government consultation on a High needs national funding formula and other reforms, the DfE have reiterated their intention for schools to have more responsibility in future for commissioning AP provision for their pupils including any whom they have permanently excluded. This would be accompanied by accountability for pupils' educational attainment and more control over the funding. They are looking at funding models including approaches already being taken in local authorities where funding for AP is distributed to schools or groups of schools. Recent indications from colleagues at the EFA are that this may be implemented in 2019/20.
- 5.2 A total of £5.565m is earmarked in the DSG reserve to supplement the annual PRU budget quantum and enable the implementation of a new AP model for the period 2016/17 to 2020/21. This was based on providing the devolved funding as shown in table 2.7 and supporting ongoing provision for pupils excluded prior to 31 March 2016.
- 5.3 As the model is not being implemented in full, this reserve funding will be required to make provision for new permanently excluded pupils from non-participating schools as well as to fund devolved allocations for the pilot schools. Latest modelling suggests that with exclusions at their current level, this earmarked reserve balance will be used up before the end of 2018/19.
- 5.4 There is therefore a risk that if revised national arrangements are not implemented by 2019/20 that there will no remaining funding earmarked in the reserve to support our local arrangements.

6 **LEGAL AND PROCUREMENT COMMENTS (INCLUDING RISK MANAGEMENT ISSUES, AND LEGAL, CRIME AND DISORDER ACT AND PROCUREMENT IMPLICATIONS)**

None

7 **HR ISSUES**

None

8 **EQUALITY IMPACT ASSESSMENT**

Has the equality impact of the proposals in this report been assessed?

No

An EIA is not required because the report is not establishing a new service or policy.

Yes

Attached as Appendix 1, and due regard will be given to any implications identified in it.

9 **LIST OF BACKGROUND PAPERS OTHER THAN PUBLISHED WORKS OR THOSE DISCLOSING CONFIDENTIAL OR EXEMPT INFORMATION**

Option D Financial Model (July 2016)

SLA Agreements (April 2016 to March 2018): Greenwood Academies Trust; Bluecoat Academies Trust and Trinity Catholic School

10 **PUBLISHED DOCUMENTS REFERRED TO IN COMPILING THIS REPORT**

PG review

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Nottingham
City Council

Bluecoat Multi Academy Trust

And

Nottingham City Council

**Agreement for the devolution of Funding to support behaviour and Excluded Children
or Children at Risk of Exclusion**

2016/2017/2018

This AGREEMENT is made

BETWEEN:

Bluecoat Multi Academy Trust ("the Responsible Body")

and

Nottingham City Council of Loxley House, Station Street, Nottingham, NG2 3NG ("the Authority")

Whereas;

1. Section 100 Education and Inspections Act 2006 requires schools to make provision for pupils excluded on a fixed term basis from day 6 onwards, and requires the Authority to provide full-time education for all permanently excluded pupils resident within Nottingham City;
2. Section 19 Education Act 1996 requires local authorities to ensure suitable education is provided for children of compulsory school age who would not receive such an education without the intervention of the local authority where, amongst other circumstances, the child has been permanently excluded. The duty on the local authority is engaged from day 6 onwards of the permanent exclusion, and the Authority is statutorily responsible for ensuring that suitable full-time education is provided;
3. The Authority and Responsible Body have agreed to work together within this legal framework with the Responsible Body securing alternative provision for all children for whom it is responsible who are subject to exclusion;
4. To support the Responsible Body satisfy these responsibilities, the Authority has agreed to allocate a specified amount of funding (the 'Funding Allocation') to the Responsible Body to be used to prevent the need for permanent exclusions and/or to purchase provision for any permanently excluded pupil for which it is responsible;
5. The Responsible Body has agreed to accept the Funding Allocation determined by the Authority, to take responsibility for its management and to use it for the purposes described in this Agreement;
6. The Authority and the Responsible Body agree to work together in partnership in respect of the allocation of funding in order to secure the best possible outcomes for pupils who are normally resident within the Authority's area and who have been excluded or are at risk of permanent exclusion;
7. The Authority and the Responsible Body agree to work together for the purposes set out above on the terms and conditions as set out in this Agreement.
8. Within the agreement the term 'school/s' will refer to mainstream schools, academies and free schools and 'Headteacher' will refer to Headteacher and principals of schools.

9. Within the agreement the term 'City' will refer to the Nottingham City Council area or those schools associated with the Authority.

1. DURATION

- 1.1 This Agreement commences on the 23rd February 2017 (backdated to 1st April 2016) and continues until 31st March 2018. It is expected that the agreement will be reviewed as outlined in clause 6.
- 1.2 This Agreement may be extended by the written agreement of the parties and will run from April to the following March ("Financial Year").

2. ALLOCATION OF FUNDING TO THE RESPONSIBLE BODY BY THE AUTHORITY

- 2.1 The Authority will ensure that the Funding Allocation is devolved in accordance with the agreed funding formula (Schedule 1).
- 2.2 The Authority will devolve the Funding Allocation to the Responsible Body from the High Needs Block and the Funding Allocation will comprise:
- 2.2.1 The Responsible Body allocation of the total funding for AP funding based on the factors of educational phase, free school meals (ever6) and school population
- 2.2.2 The Responsible Body allocation of High Level Needs (HLN) funding for behaviour (SEMH). All other HLN bids will continue through the normal processes.
- 2.2.3 This Funding Allocation will be reduced according to the number of pupils permanently excluded from the individual school or Responsible Body where the Authority is required to providing their educational provision. The reduction in funding will continue each academic year whilst the pupil is educated by the Local Authority.
- 2.3 For the period set out in clause 1.1, the Authority will make £[xxx] available to the Responsible Body to make provision available in accordance with the terms of this Agreement. Funding will be divided into three payments which will be made at key points in the academic year. Payment details are provided on Schedule 1.
- 2.4 In the event that this Agreement is extended beyond the period in clause 1.1, the Authority will notify the Responsible Body of the Funding Allocation for the subsequent Academic Year, notification to be given in writing once the Authority statutory budget process has been completed.
- 2.5 The use of any Funding which remains uncommitted at the end of the Funding Period will remain with the responsible body and its use will be determined by the school or schools in the Responsible Body partnership, considering current and future commitments of the funding for permanent exclusions and developing alternative provision in line with local and national priorities.
- 2.6 The use of top slice funding for the LA responsibilities outlines in clause 4.2.6 which remains uncommitted at the end of the Funding Period will remain with the LA to support risk mitigation of permanent exclusions, unless this responsibility is devolved.

- 2.7 The Funding Allocation will be discussed at regular meetings between the Authority and the Responsible Body as outlined in clause 6 and 7. The Authority will have due regard to any comments made by the Responsible Body when setting the Funding Allocation for subsequent Academy years.
- 2.8 The Funding Allocation will be paid to the Responsible Body on an annual basis in advance. However, this funding will be subject to claw backs as outlined in clause 9.

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- 3.1 The Responsible Body will use the Funding Allocation for the sole purpose of supporting pupils with behavioural difficulties and who are permanently excluded or at significant risk of exclusion. The budget is for all pupils with behavioural needs. There is no further funding for transport costs except when these are covered by the school transport policy.
- 3.2 The Responsible Body may use the Funding Allocation as it sees fit to meet the purpose set out in clause 3.1.
- 3.3 The Responsible Body is expected to secure educational provision for its excluded pupils and those at risk of exclusion from within the Funding Allocation for that Academic Year and is expected to implement best practice in respect of early intervention in school to address issues of behaviour.
- 3.4 The Responsible Body agrees to establish effective management, monitoring and financial systems and to comply with the Authority's monitoring and reporting requirements in respect of the Funding Allocation as set out in clause 1.

4. OBLIGATIONS OF THE RESPONSIBLE BODY AND THE AUTHORITY

- 4.1 The Responsible Body will:
 - 4.1.1 Liaise with the Authority Lead Officer (Inclusion Officer) and representatives responsible for the Learning Centres to estimate the Responsible Body's requirements for places at those centres. Such liaison will take place on a termly basis.
 - 4.1.2 Maintain and share appropriate records of pupils receiving alternative provision off-site. For this purpose, a pupil is in receipt of alternative provision where the education provided varies by over 20% from the mainstream curriculum offered by the Responsible Body.
 - 4.1.3 Draw up and maintain a Provision Map for all pupils meeting the requirement in clause 4.1.2 and ensure the plan is regularly reviewed with the pupil and his/her parents.
 - 4.1.4 The Responsible Body will be responsible for monitoring attendance, progress and outcomes of all their pupils in alternative provision. The Responsible Body will be accountable for the Quality Assurance (QA) of alternative provision to ensure provision remains appropriate and provides good quality education; progress and outcomes for pupils.
 - 4.1.5 The Responsible Body will work in partnership with the Authority to provide QA information and feedback to ensure safeguarding of pupils; development of the AP market and deliver an overview of quality provision across the area.

- 4.1.6 Share all relevant data regarding the pupil with the alternative provision provider prior to the placement, such data to include prior attainment and personal/social background information.
- 4.1.7 Participate in the Fair Access [and Managed Move] protocols and take responsibility for young people placed through the Secondary Fair Access Protocol in their school/responsible body.
- 4.1.8 Reimburse the Authority for the costs of making provision for a permanently excluded child for the previous term where the Responsible Body has not secured appropriate educational provision, as detailed in Schedule 2, Cost Recovery Mechanism.
- 4.1.9 Retain responsibility for pupils at risk of permanent exclusion and who are permanently excluded (date to be negotiated), until the pupil is on roll at another mainstream school or through the LA exercising their legal responsibility through cost recovery for provision.
- 4.1.10 Provide points of contact for the Authority, including sharing knowledge, resources and skills and to work in true partnership with each other and relevant agencies and organisations.

4.2 The Authority will:

- 4.2.1 Provide a Lead Officer who will support the Responsible Body on exclusion and alternative provision issues for the duration of this Agreement.
- 4.2.2 Ensure the Lead Officer is available to meet the Responsible Body on an annual basis and at any other point where a meeting is reasonably requested by the Responsible Body.
- 4.2.3 Provide appropriate levels of data at the annual meeting to evaluate the effectiveness of the provision.
- 4.2.4 Work in partnership with the Responsible Body to develop appropriate provision and ensure sufficient choice of AP in the area for the Responsible Body for schools to commission.
- 4.2.5 Ensure the arrangements set out in this Agreement comply with all relevant legislation and guidance and co-operate with the Responsible Body to vary arrangements where it is necessary or expedient to do so because of changes in legislation or guidance.
- 4.2.6 Ensure all permanently excluded pupils secure a suitable educational placement within statutory timelines (6th Day). All pupils permanently excluded from schools and Local Authorities outside of this agreement will remain the responsibility of the LA and appropriate funding allocated from top slicing the devolved High Needs Block funding allocated to the Alternative Provision proposal.
- 4.2.7 Secure suitable and appropriate education for a permanently excluded pupil where the Responsible Body has failed to do so within the statutory timelines and

implement the Cost Recovery Mechanism to the Responsible Body, until the pupil is on roll at another school and their educational provision in place.

5. RECORDS AND ACCESS

- 5.1 The Responsible Body will maintain full documentary records of all decisions made for a period of 3 years together with all supporting documentation in relation to the Funding Allocation and will provide such documentation to the Authority on request.
- 5.2 The Authority will maintain a record of the Funding Allocation paid to the Responsible Body and will provide the Responsible Body with details for consideration at each meeting and also upon request.
- 5.3 The Authority and the Responsible Body will adhere to the use of standard forms already in use such as provision maps and documentation and work together to develop further policy and practice.

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- 6.1 The Authority will be entitled to conduct reviews from time to time of how the arrangements under this Agreement are operating and the Responsible Body agrees to co-operate with the Authority in relation to any such reviews and to provide such information as reasonably requested by the Authority for this purpose.
- 6.2 It is intended that the outcome of any reviews or audit process will be used to inform and improve the arrangements for prevention and provision in relation to excluded children or those at risk of exclusion and subject to clause 8 the Authority will share the review outcomes with the Responsible Body.

7. MEETINGS

- 7.1 Meetings between the Authority and Responsible Body may be requested by either party.
- 7.2 Both parties shall notify the other of any changes in the names and contact details of their key contacts as soon as practical.

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- 8.1 The parties acknowledge that discussions between the Responsible Body and the Authority and information held in relation to excluded children and those at risk of exclusion is confidential and they agree to keep confidential all such information unless such information is in the public domain or is required by law to be disclosed. The Authority and Responsible Body will comply with Nottingham City Council's Information Sharing Agreement (ISA) regarding sharing pupil information.
- 8.2 The parties acknowledge and will abide by their respective obligations under the Data Protection Act 1998 in relation to the processing of personal data.
- 8.3 In the event that either party receives a request for information under the Freedom of Information Act 2000, the other party shall on reasonable request co-operate with providing any relevant information to the other party.

9. TERMINATION, CLAWBACK AND WITHOLDING OF FUNDING

9.1 Either party may serve notice on the other to terminate this Agreement by giving 2 terms written notice terminating at the end of an Academic Year.

9.3 The Authority may terminate this Agreement with immediate effect in the event that the Responsible Body or any individual schools do not comply with the terms of this Agreement. This would be determined as a serious breach of the agreement including serious concerns about the safeguarding of pupils, or serious concerns raised by Ofsted, the Department of Education or the Education Funding Agency.

9.4 Where the Authority provides the indicative Funding Allocation in accordance with clause 2.4, the Responsible Body may give written notice to terminate the Agreement at the end of the current Academic Year as described in clause 9.1.

9.5 In the event that this Agreement is varied or terminated the Responsible Body shall notify the Authority of the amount of Funding Allocation it has spent or committed in the relevant Academic Year and make arrangements for the treatment of any unallocated sums.

9.6 Where the Agreement is terminated under this clause 9, the Authority shall be solely responsible for meeting the needs of those children eligible for support in accordance with section 19 Education Act 1996 (or any replacement provision).

9.7 WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING

9.7.1 Without prejudice to the Council's other rights and remedies, the Authority may at its reasonable discretion withhold or suspend payment of all or part of the Funding and/or require repayment of all or part of the Funding which remains unspent by the Responsible Body/School if:

9.7.3 there is a change in central government policy such that the Authority can no longer devolve part or all of the Funding to the Responsible Body/School;

9.7.4 the Responsible Body/School provides the Authority with any materially misleading or inaccurate information;

9.7.6 the Responsible Body/School ceases to operate for any reason.

If the Responsible Body/School:

9.7.8 receives monies in error from the Authority as a result of an administrative error or otherwise, then the Responsible Body/School agrees to repay such monies to the Authority upon demand. If the Responsible Body/School fails to repay such monies upon demand, the Authority reserves the right to withhold payments of the Funding to the value of the outstanding debt.

9.8 Should the Responsible Body/School be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Service or compliance with this agreement it will notify the Authority as soon as possible so that, if possible, and without creating any legal obligation, the Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Funding monies.

10. ARRANGEMENTS WITH ALTERNATIVE PROVIDERS

10.1 Where a pupil is excluded or at risk of exclusion it shall be for the Responsible Body to determine how best to meet the pupil's continuing educational needs and to fund such provision from the Funding Allocation.

- 10.2 For each pupil accessing alternative provision an individual Provision Map must be agreed by the Responsible Body and the provider. The aim is to provide a full time educational offer for all pupils. However, the first priority is to re-engage young people who are disengaged from education, recognising that for some, this may be a gradual process, leading to a full time package over a period of time.
- 10.3 The selection of an alternative provider should take into account:
- 10.3.1 the needs of each learners' personal, behavioural and social needs;
 - 10.3.2 opportunities for progression;
 - 10.3.3 the quality of the provision;
 - 10.3.4 value for money;
 - 10.3.5 the accreditation it could offer;
 - 10.3.6 the availability of provision in the area;
 - 10.3.7 its location;
 - 10.3.8 the cost;
 - 10.3.9 each learners' interests.
 - 10.3.10 The views of the parent and learner
- 10.4 All pupils must remain on the roll of a school [or other DfE registered provision]. The Responsible Body may broker a move to another school or DfE registered roll to avoid permanent exclusion. In the event of a permanent exclusion, the Responsible Body will immediately inform the Local Authority of the permanent exclusion and provide detailed information in order to the authority to provide 6th day provision and arrange cost recovery.
- 10.5 If a pupil has been transferred to the roll of an independent provider under clause 10.4, the Responsible Body retains responsibility for funding the initial placement. Future funding for independent and AP Free School placements will be taken from the same High Needs funding for Risk of exclusion pupils as outlined in clause 10.6
- 10.6 Schools and the Responsible Body will be accountable for commissioning places at Alternative Provision Free Schools to meet the needs of their pupils and to balance the costs to the overall funding from the High Needs Block for AP. Commissioned places at AP Free Schools draw funding directly from the same High Needs funding block and therefore will impact on availability of future funding for AP. To ensure fair funding, places commissioned at AP Free Schools will be attributed at individual school level and the Funding Allocation for the Responsible Body reduced accordingly each Academic year.
- 10.7 It is the responsibility of the Responsible Body to monitor the quality of alternative provision as outlined in point 4.1.4.
- 10.8 It is the responsibility of schools to ensure that all providers commissioned to provide education provision have acceptable policies and procedures with regard to health and safety, safeguarding and behaviour management.

11. VARIATION

- 11.1 No amendment or variation to the terms and conditions of this Agreement will be effective unless agreed in writing by both parties. If either party wishes to change the Agreement they will notify the other party of the proposed change who will decide whether or not to accept such change.

12. MONITORING AND REPORTING REQUIREMENTS

- 12.1 The Responsible Body will provide progress reports as agreed with the Authority Lead Officer providing an overview of how funding has been used and the outcomes that have been achieved.
- 12.2 The Responsible Body will make available all performance and quality data provided by alternative providers for each pupil accessing alternative provision. This will include data on educational progress, attendance, behaviour and profile data (e.g. age, gender, ethnicity etc.).

Agreement for the devolution of Funding to support behaviour and Excluded Children or Children at Risk of Exclusion

2016/2017



Signed

Bluecoat Multi Academy Trust

20/1/17

Date

Signed

On behalf of Nottingham City Council

Date

SCHEDULE 1

FUNDING – PAYMENT ARRANGEMENTS

1. Annual Totals

Notification of the annual total Funding to be devolved will be provided by the Authority to the School/Responsible Body in March each year in the format of a detailed funding statement showing the allocation to the School, determined in accordance with the agreed formula, which will be updated each year.

2. Funding Formula

Funding will be allocated based on the agreed formula consulted with schools and schools forum. Funding amounts will be determined at school level based on the agreed formula. Total funding is divided between Primary (25%) and Secondary (75%). The Funding Allocation for each school is then determined by 75% weight for Free School Meals (Ever6) and 25% weight for pupil population.

Funding will be reduced for individual schools based on the number of pupils permanently excluded prior to the commencement of this agreement where the Authority has the responsibility to provide education. This will be linked directly to pupils and the cost will be aligned to the cost of placement at the appropriate learning centre as consulted on and agreed through Schools Forum, until the pupils is reintegrated or no longer the responsibility of the Authority to educate. However, each school will receive at least 43% of their total Funding Allocation.

3. Breakdown of Funding and Funding Timetable

A breakdown of the total funding available through this agreement for the Responsible Body is:

Formula Funding Allocation (July 16)	£303,325
Minimum funding allocation (43%)	N/A
Deductions for permanent exclusions	£0
Deductions for SEMH HLN funding	£30,231
Total Funding Allocation 2016/2017	£273,095
2017/18 Estimate funding	£329,447

The total Funding Allocation for each School/Responsible Body will be separated into three equal payments to be paid at the following points in the Academic year, minus adjustments for permanent exclusions:

1. 5th April
2. 5th September
3. 5th January

Where the date falls on a weekend or bank holiday the payment will be paid on the closest working day prior to the 5th.

Table 1: Table of Devolved Funding Allocations for Schools based on Funding Allocation Formula

[see AP Pilot allocations Excel Document]

SCHEDULE 2

COST RECOVERY MECHANISM (CRM)

1. The Authority, whilst devolving funding to Schools/Responsible Body; still retains the statutory responsibility for pupils who are not attending school because of permanent exclusion. A key principle of devolving funds to Schools/Responsible Body is to avoid the need for permanent exclusion. It will remain possible for schools to permanently exclude pupils. However, if pupils are permanently excluded they become the responsibility of the Authority. The Authority therefore requires a scheme to recover funds for those pupils who are permanently excluded.
2. A CRM is the way in which the Authority will recover the cost of provision made for pupils who are permanently excluded from schools when the exclusion occurs outside agreed arrangements with individual Schools/Responsible Body.
3. Funding for pupils with SEBD has been devolved to Schools/Responsible Body, therefore, the Authority has relinquished its capacity to make provision for young people who are permanently excluded from school. If individual Schools/Responsible Body then continue to permanently exclude pupils, the Authority will recover from the excluding Schools/Responsible Body the cost of any provision that the Authority is then required to commission.
4. The cost recovery charge will be aligned to the cost of a placement at the appropriate learning centre, as consulted and agreed through schools forum. For the 2016/2017 financial year only the CRM charge has been agreed below cost at £15,000 per year (on a pro rata basis irrespective of school status).
5. The Authority will retain the cost of the provision made on behalf of the individual School/Responsible Body for permanently excluded pupils. The School/Responsible Body will be paid its share of devolved funding minus any retained funding at the points outlined in Schedule 1 in arrears.
6. The requirement for deducting the AWPU funding from individual schools when pupils are permanently excluded will continue. This will be used towards the cost of CRM; however, this funding would be passed on to the Responsible Body if they retain accountability for providing their educational provision, therefore avoiding the need for CRM.
7. Individual Schools/Responsible Body will be responsible for funding their permanently excluded pupils through CRM for long as they attend provision commissioned by the Authority.



Greenwood Dale Academy Trust

And

Nottingham City Council

**Agreement for the devolution of Funding to support behaviour and Excluded Children
or Children at Risk of Exclusion**

2016/2017/2018

DRAFT

This AGREEMENT is made

BETWEEN:

Greenwood Dale Academy Trust (“the Responsible Body”)

and

Nottingham City Council of Loxley House, Station Street, Nottingham, NG2 3NG (“the Authority”)

Whereas;

1. Section 100 Education and Inspections Act 2006 requires schools to make provision for pupils excluded on a fixed term basis from day 6 onwards, and requires the Authority to provide full-time education for all permanently excluded pupils resident within Nottingham City;
2. Section 19 Education Act 1996 requires local authorities to ensure suitable education is provided for children of compulsory school age who would not receive such an education without the intervention of the local authority where, amongst other circumstances, the child has been permanently excluded. The duty on the local authority is engaged from day 6 onwards of the permanent exclusion, and the Authority is statutorily responsible for ensuring that suitable full-time education is provided;
3. The Authority and Responsible Body have agreed to work together within this legal framework with the Responsible Body securing alternative provision for all children for whom it is responsible who are subject to exclusion;
4. To support the Responsible Body satisfy these responsibilities, the Authority has agreed to allocate a specified amount of funding (the ‘Funding Allocation’) to the Responsible Body to be used to prevent the need for permanent exclusions and/or to purchase provision for any permanently excluded pupil for which it is responsible;
5. The Responsible Body has agreed to accept the Funding Allocation determined by the Authority, to take responsibility for its management and to use it for the purposes described in this Agreement;
6. The Authority and the Responsible Body agree to work together in partnership in respect of the allocation of funding in order to secure the best possible outcomes for pupils who are normally resident within the Authority’s area and who have been excluded or are at risk of permanent exclusion;
7. The Authority and the Responsible Body agree to work together for the purposes set out above on the terms and conditions as set out in this Agreement.
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- 2.7 The Funding Allocation will be discussed at regular meetings between the Authority and the Responsible Body as outlined in clause 6 and 7. The Authority will have due regard to any comments made by the Responsible Body when setting the Funding Allocation for subsequent Academy years.
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- 9.7.1 Without prejudice to the Council's other rights and remedies, the Authority may at its reasonable discretion withhold or suspend payment of all or part of the Funding and/or require repayment of all or part of the Funding which remains unspent by the Responsible Body/School if:
- 9.7.3 there is a change in central government policy such that the Authority can no longer devolve part or all of the Funding to the Responsible Body/School;
- 9.7.4 the Responsible Body/School provides the Authority with any materially misleading or inaccurate information;
- 9.7.6 the Responsible Body/School ceases to operate for any reason.
- If the Responsible Body/School:
- 9.7.8 receives monies in error from the Authority as a result of an administrative error or otherwise, then the Responsible Body/School agrees to repay such monies to the Authority upon demand. If the Responsible Body/School fails to repay such monies upon demand, the Authority reserves the right to withhold payments of the Funding to the value of the outstanding debt.
- 9.8 Should the Responsible Body/School be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Service or compliance with this agreement it will notify the Authority as soon as possible so that, if possible, and without creating any legal obligation, the Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Funding monies.

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- 10.1 Where a pupil is excluded or at risk of exclusion it shall be for the Responsible Body to determine how best to meet the pupil's continuing educational needs and to fund such provision from the Funding Allocation.

- 10.2 For each pupil accessing alternative provision an individual Provision Map must be agreed by the Responsible Body and the provider. The aim is to provide a full time educational offer for all pupils. However, the first priority is to re-engage young people who are disengaged from education, recognising that for some, this may be a gradual process, leading to a full time package over a period of time.
- 10.3 The selection of an alternative provider should take into account:
- 10.3.1 the needs of each learners' personal, behavioural and social needs;
 - 10.3.2 opportunities for progression;
 - 10.3.3 the quality of the provision;
 - 10.3.4 value for money;
 - 10.3.5 the accreditation it could offer;
 - 10.3.6 the availability of provision in the area;
 - 10.3.7 its location;
 - 10.3.8 the cost;
 - 10.3.9 each learners' interests.
 - 10.3.10 The views of the parent and learner
- 10.4 All pupils must remain on the roll of a school [or other DfE registered provision]. The Responsible Body may broker a move to another school or DfE registered roll to avoid permanent exclusion. In the event of a permanent exclusion, the Responsible Body will immediately inform the Local Authority of the permanent exclusion and provide detailed information in order to the authority to provide 6th day provision and arrange cost recovery.
- 10.5 If a pupil has been transferred to the roll of an independent provider under clause 10.4, the Responsible Body retains responsibility for funding the initial placement. Future funding for independent and AP Free School placements will be taken from the same High Needs funding for Risk of exclusion pupils as outlined in clause 10.6
- 10.6 Schools and the Responsible Body will be accountable for commissioning places at Alternative Provision Free Schools to meet the needs of their pupils and to balance the costs to the overall funding from the High Needs Block for AP. Commissioned places at AP Free Schools draw funding directly from the same High Needs funding block and therefore will impact on availability of future funding for AP. To ensure fair funding, places commissioned at AP Free Schools will be attributed at individual school level and the Funding Allocation for the Responsible Body reduced accordingly each Academic year.
- 10.7 It is the responsibility of the Responsible Body to monitor the quality of alternative provision as outlined in point 4.1.4.
- 10.8 It is the responsibility of schools to ensure that all providers commissioned to provide education provision have acceptable policies and procedures with regard to health and safety, safeguarding and behaviour management.

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- 11.1 No amendment or variation to the terms and conditions of this Agreement will be effective unless agreed in writing by both parties. If either party wishes to change the Agreement they will notify the other party of the proposed change who will decide whether or not to accept such change.

12. MONITORING AND REPORTING REQUIREMENTS

- 12.1 The Responsible Body will provide progress reports as agreed with the Authority Lead Officer providing an overview of how funding has been used and the outcomes that have been achieved.
- 12.2 The Responsible Body will make available all performance and quality data provided by alternative providers for each pupil accessing alternative provision. This will include data on educational progress, attendance, behaviour and profile data (e.g. age, gender, ethnicity etc.).

DRAFT

Agreement for the devolution of Funding to support behaviour and Excluded Children or Children at Risk of Exclusion

2016/2017



Signed

Graham Feek, DCEO

Date 25.01.2017

Greenwood Dale Academy Trust

Signed

On behalf of Nottingham City Council

Date

DRAFT

SCHEDULE 1

FUNDING – PAYMENT ARRANGEMENTS

1. Annual Totals

Notification of the annual total Funding to be devolved will be provided by the Authority to the School/Responsible Body in March each year in the format of a detailed funding statement showing the allocation to the School, determined in accordance with the agreed formula, which will be updated each year.

2. Funding Formula

Funding will be allocated based on the agreed formula consulted with schools and schools forum. Funding amounts will be determined at school level based on the agreed formula. Total funding is divided between Primary (25%) and Secondary (75%). The Funding Allocation for each school is then determined by 75% weight for Free School Meals (Ever6) and 25% weight for pupil population.

Funding will be reduced for individual schools based on the number of pupils permanently excluded prior to the commencement of this agreement where the Authority has the responsibility to provide education. This will be linked directly to pupils and the cost will be aligned to the cost of placement at the appropriate learning centre as consulted on and agreed through Schools Forum, until the pupils is reintegrated or no longer the responsibility of the Authority to educate. However, each school will receive at least 43% of their total Funding Allocation.

3. Breakdown of Funding and Funding Timetable

A breakdown of the total funding available through this agreement for the Responsible Body is:

Formula Funding Allocation (July 16)	£275,169
Minimum funding allocation (43%)	N/A
Deductions for permanent exclusions	£11,134
Deductions for SEMH HLN funding	£0
Total Funding Allocation 2016/2017	£264,035
2017/18 Estimate funding	£318,784

The total Funding Allocation for each School/Responsible Body will be separated into three equal payments to be paid at the following points in the Academic year, minus adjustments for permanent exclusions:

1. 5th April
2. 5th September
3. 5th January

Where the date falls on a weekend or bank holiday the payment will be paid on the closest working day prior to the 5th.

Table 1: Table of Devolved Funding Allocations for Schools based on Funding Allocation Formula

[see AP Pilot allocations Excel Document]

SCHEDULE 2

COST RECOVERY MECHANISM (CRM)

1. The Authority, whilst devolving funding to Schools/Responsible Body; still retains the statutory responsibility for pupils who are not attending school because of permanent exclusion. A key principle of devolving funds to Schools/Responsible Body is to avoid the need for permanent exclusion. It will remain possible for schools to permanently exclude pupils. However, if pupils are permanently excluded they become the responsibility of the Authority. The Authority therefore requires a scheme to recover funds for those pupils who are permanently excluded.
2. A CRM is the way in which the Authority will recover the cost of provision made for pupils who are permanently excluded from schools when the exclusion occurs outside agreed arrangements with individual Schools/Responsible Body.
3. Funding for pupils with SEBD has been devolved to Schools/Responsible Body, therefore, the Authority has relinquished its capacity to make provision for young people who are permanently excluded from school. If individual Schools/Responsible Body then continue to permanently exclude pupils, the Authority will recover from the excluding Schools/Responsible Body the cost of any provision that the Authority is then required to commission.
4. The cost recovery charge will be aligned to the cost of a placement at the appropriate learning centre, as consulted and agreed through schools forum. For the 2016/2017 financial year only the CRM charge has been agreed below cost at £15,000 per year (on a pro rata basis irrespective of school status).
5. The Authority will retain the cost of the provision made on behalf of the individual School/Responsible Body for permanently excluded pupils. The School/Responsible Body will be paid its share of devolved funding minus any retained funding at the points outlined in Schedule 1 in arrears.
6. The requirement for deducting the AWPU funding from individual schools when pupils are permanently excluded will continue. This will be used towards the cost of CRM; however, this funding would be passed on to the Responsible Body if they retain accountability for providing their educational provision, therefore avoiding the need for CRM.
7. Individual Schools/Responsible Body will be responsible for funding their permanently excluded pupils through CRM for long as they attend provision commissioned by the Authority.



Trinity Catholic School

And

Nottingham City Council

**Agreement for the devolution of Funding to support behaviour and Excluded Children
or Children at Risk of Exclusion**

2016/2017/2018

DRAFT

This AGREEMENT is made

BETWEEN:

Trinity Catholic School (“the Responsible Body”)

and

Nottingham City Council of Loxley House, Station Street, Nottingham, NG2 3NG (“the Authority”)

Whereas;

1. Section 100 Education and Inspections Act 2006 requires schools to make provision for pupils excluded on a fixed term basis from day 6 onwards, and requires the Authority to provide full-time education for all permanently excluded pupils resident within Nottingham City;
2. Section 19 Education Act 1996 requires local authorities to ensure suitable education is provided for children of compulsory school age who would not receive such an education without the intervention of the local authority where, amongst other circumstances, the child has been permanently excluded. The duty on the local authority is engaged from day 6 onwards of the permanent exclusion, and the Authority is statutorily responsible for ensuring that suitable full-time education is provided;
3. The Authority and Responsible Body have agreed to work together within this legal framework with the Responsible Body securing alternative provision for all children for whom it is responsible who are subject to exclusion;
4. To support the Responsible Body satisfy these responsibilities, the Authority has agreed to allocate a specified amount of funding (the ‘Funding Allocation’) to the Responsible Body to be used to prevent the need for permanent exclusions and/or to purchase provision for any permanently excluded pupil for which it is responsible;
5. The Responsible Body has agreed to accept the Funding Allocation determined by the Authority, to take responsibility for its management and to use it for the purposes described in this Agreement;
6. The Authority and the Responsible Body agree to work together in partnership in respect of the allocation of funding in order to secure the best possible outcomes for pupils who are normally resident within the Authority’s area and who have been excluded or are at risk of permanent exclusion;
7. The Authority and the Responsible Body agree to work together for the purposes set out above on the terms and conditions as set out in this Agreement.
8. Within the agreement the term ‘school/s’ will refer to mainstream schools, academies and free schools and ‘Headteacher’ will refer to Headteacher and principals of schools.

9. Within the agreement the term 'City' will refer to the Nottingham City Council area or those schools associated with the Authority.

1. DURATION

- 1.1 This Agreement commences on the 23rd February 2017 (backdated to 1st April 2016) and continues until 31st March 2018. It is expected that the agreement will be reviewed as outlined in clause 6.
- 1.2 This Agreement may be extended by the written agreement of the parties and will run from April to the following March ("Financial Year").

2. ALLOCATION OF FUNDING TO THE RESPONSIBLE BODY BY THE AUTHORITY

- 2.1 The Authority will ensure that the Funding Allocation is devolved in accordance with the agreed funding formula (Schedule 1).
- 2.2 The Authority will devolve the Funding Allocation to the Responsible Body from the High Needs Block and the Funding Allocation will comprise:
 - 2.2.1 The Responsible Body allocation of the total funding for AP funding based on the factors of educational phase, free school meals (ever6) and school population
 - 2.2.2 The Responsible Body allocation of High Level Needs (HLN) funding for behaviour (SEMH). All other HLN bids will continue through the normal processes.
 - 2.2.3 This Funding Allocation will be reduced according to the number of pupils permanently excluded from the individual school or Responsible Body where the Authority is required to providing their educational provision. The reduction in funding will continue each academic year whilst the pupil is educated by the Local Authority.
- 2.3 For the period set out in clause 1.1, the Authority will make £[xxx] available to the Responsible Body to make provision available in accordance with the terms of this Agreement. Funding will be divided into three payments which will be made at key points in the academic year. Payment details are provided on Schedule 1.
- 2.4 In the event that this Agreement is extended beyond the period in clause 1.1, the Authority will notify the Responsible Body of the Funding Allocation for the subsequent Academic Year, notification to be given in writing once the Authority statutory budget process has been completed.
- 2.5 The use of any Funding which remains uncommitted at the end of the Funding Period will remain with the responsible body and its use will be determined by the school or schools in the Responsible Body partnership, considering current and future commitments of the funding for permanent exclusions and developing alternative provision in line with local and national priorities.
- 2.6 The use of top slice funding for the LA responsibilities outlines in clause 4.2.6 which remains uncommitted at the end of the Funding Period will remain with the LA to support risk mitigation of permanent exclusions, unless this responsibility is devolved.

- 2.7 The Funding Allocation will be discussed at regular meetings between the Authority and the Responsible Body as outlined in clause 6 and 7. The Authority will have due regard to any comments made by the Responsible Body when setting the Funding Allocation for subsequent Academy years.
- 2.8 The Funding Allocation will be paid to the Responsible Body on an annual basis in advance. However, this funding will be subject to claw backs as outlined in clause 9.

3. USE OF FUNDING ALLOCATION BY THE RESPONSIBLE BODY

- 3.1 The Responsible Body will use the Funding Allocation for the sole purpose of supporting pupils with behavioural difficulties and who are permanently excluded or at significant risk of exclusion. The budget is for all pupils with behavioural needs. There is no further funding for transport costs except when these are covered by the school transport policy.
- 3.2 The Responsible Body may use the Funding Allocation as it sees fit to meet the purpose set out in clause 3.1.
- 3.3 The Responsible Body is expected to secure educational provision for its excluded pupils and those at risk of exclusion from within the Funding Allocation for that Academic Year and is expected to implement best practice in respect of early intervention in school to address issues of behaviour.
- 3.4 The Responsible Body agrees to establish effective management, monitoring and financial systems and to comply with the Authority's monitoring and reporting requirements in respect of the Funding Allocation as set out in clause 1.

4. OBLIGATIONS OF THE RESPONSIBLE BODY AND THE AUTHORITY

- 4.1 The Responsible Body will:
 - 4.1.1 Liaise with the Authority Lead Officer (Inclusion Officer) and representatives responsible for the Learning Centres to estimate the Responsible Body's requirements for places at those centres. Such liaison will take place on a termly basis.
 - 4.1.2 Maintain and share appropriate records of pupils receiving alternative provision off-site. For this purpose, a pupil is in receipt of alternative provision where the education provided varies by over 20% from the mainstream curriculum offered by the Responsible Body.
 - 4.1.3 Draw up and maintain a Provision Map for all pupils meeting the requirement in clause 4.1.2 and ensure the plan is regularly reviewed with the pupil and his/her parents.
 - 4.1.4 The Responsible Body will be responsible for monitoring attendance, progress and outcomes of all their pupils in alternative provision. The Responsible Body will be accountable for the Quality Assurance (QA) of alternative provision to ensure provision remains appropriate and provides good quality education; progress and outcomes for pupils.
 - 4.1.5 The Responsible Body will work in partnership with the Authority to provide QA information and feedback to ensure safeguarding of pupils; development of the AP market and deliver an overview of quality provision across the area.

- 4.1.6 Share all relevant data regarding the pupil with the alternative provision provider prior to the placement, such data to include prior attainment and personal/social background information.
 - 4.1.7 Participate in the Fair Access [and Managed Move] protocols and take responsibility for young people placed through the Secondary Fair Access Protocol in their school/responsible body.
 - 4.1.8 Reimburse the Authority for the costs of making provision for a permanently excluded child for the previous term where the Responsible Body has not secured appropriate educational provision, as detailed in Schedule 2, Cost Recovery Mechanism.
 - 4.1.9 Retain responsibility for pupils at risk of permanent exclusion and who are permanently excluded (date to be negotiated), until the pupil is on roll at another mainstream school or through the LA exercising their legal responsibility through cost recovery for provision.
 - 4.1.10 Provide points of contact for the Authority, including sharing knowledge, resources and skills and to work in true partnership with each other and relevant agencies and organisations.
- 4.2 The Authority will:
- 4.2.1 Provide a Lead Officer who will support the Responsible Body on exclusion and alternative provision issues for the duration of this Agreement.
 - 4.2.2 Ensure the Lead Officer is available to meet the Responsible Body on an annual basis and at any other point where a meeting is reasonably requested by the Responsible Body.
 - 4.2.3 Provide appropriate levels of data at the annual meeting to evaluate the effectiveness of the provision.
 - 4.2.4 Work in partnership with the Responsible Body to develop appropriate provision and ensure sufficient choice of AP in the area for the Responsible Body for schools to commission.
 - 4.2.5 Ensure the arrangements set out in this Agreement comply with all relevant legislation and guidance and co-operate with the Responsible Body to vary arrangements where it is necessary or expedient to do so because of changes in legislation or guidance.
 - 4.2.6 Ensure all permanently excluded pupils secure a suitable educational placement within statutory timelines (6th Day). All pupils permanently excluded from schools and Local Authorities outside of this agreement will remain the responsibility of the LA and appropriate funding allocated from top slicing the devolved High Needs Block funding allocated to the Alternative Provision proposal.
 - 4.2.7 Secure suitable and appropriate education for a permanently excluded pupil where the Responsible Body has failed to do so within the statutory timelines and

implement the Cost Recovery Mechanism to the Responsible Body, until the pupil is on roll at another school and their educational provision in place.

5. RECORDS AND ACCESS

- 5.1 The Responsible Body will maintain full documentary records of all decisions made for a period of 3 years together with all supporting documentation in relation to the Funding Allocation and will provide such documentation to the Authority on request.
- 5.2 The Authority will maintain a record of the Funding Allocation paid to the Responsible Body and will provide the Responsible Body with details for consideration at each meeting and also upon request.
- 5.3 The Authority and the Responsible Body will adhere to the use of standard forms already in use such as provision maps and documentation and work together to develop further policy and practice.

6. REVIEW AND AUDIT BY THE AUTHORITY

- 6.1 The Authority will be entitled to conduct reviews from time to time of how the arrangements under this Agreement are operating and the Responsible Body agrees to co-operate with the Authority in relation to any such reviews and to provide such information as reasonably requested by the Authority for this purpose.
- 6.2 It is intended that the outcome of any reviews or audit process will be used to inform and improve the arrangements for prevention and provision in relation to excluded children or those at risk of exclusion and subject to clause 8 the Authority will share the review outcomes with the Responsible Body.

7. MEETINGS

- 7.1 Meetings between the Authority and Responsible Body may be requested by either party.
- 7.2 Both parties shall notify the other of any changes in the names and contact details of their key contacts as soon as practical.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1 The parties acknowledge that discussions between the Responsible Body and the Authority and information held in relation to excluded children and those at risk of exclusion is confidential and they agree to keep confidential all such information unless such information is in the public domain or is required by law to be disclosed. The Authority and Responsible Body will comply with Nottingham City Council's Information Sharing Agreement (ISA) regarding sharing pupil information.
- 8.2 The parties acknowledge and will abide by their respective obligations under the Data Protection Act 1998 in relation to the processing of personal data.
- 8.3 In the event that either party receives a request for information under the Freedom of Information Act 2000, the other party shall on reasonable request co-operate with providing any relevant information to the other party.

9. TERMINATION, CLAWBACK AND WITHOLDING OF FUNDING

- 9.1 Either party may serve notice on the other to terminate this Agreement by giving 2 terms written notice terminating at the end of an Academic Year.
- 9.3 The Authority may terminate this Agreement with immediate effect in the event that the Responsible Body or any individual schools do not comply with the terms of this Agreement. This would be determined as a serious breach of the agreement including serious concerns about the safeguarding of pupils, or serious concerns raised by Ofsted, the Department of Education or the Education Funding Agency.
- 9.4 Where the Authority provides the indicative Funding Allocation in accordance with clause 2.4, the Responsible Body may give written notice to terminate the Agreement at the end of the current Academic Year as described in clause 9.1.
- 9.5 In the event that this Agreement is varied or terminated the Responsible Body shall notify the Authority of the amount of Funding Allocation it has spent or committed in the relevant Academic Year and make arrangements for the treatment of any unallocated sums.
- 9.6 Where the Agreement is terminated under this clause 9, the Authority shall be solely responsible for meeting the needs of those children eligible for support in accordance with section 19 Education Act 1996 (or any replacement provision).
- 9.7 **WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING**
- 9.7.1 Without prejudice to the Council's other rights and remedies, the Authority may at its reasonable discretion withhold or suspend payment of all or part of the Funding and/or require repayment of all or part of the Funding which remains unspent by the Responsible Body/School if:
- 9.7.3 there is a change in central government policy such that the Authority can no longer devolve part or all of the Funding to the Responsible Body/School;
- 9.7.4 the Responsible Body/School provides the Authority with any materially misleading or inaccurate information;
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- If the Responsible Body/School:
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DRAFT

Agreement for the devolution of Funding to support behaviour and Excluded Children or Children at Risk of Exclusion

2016/2017

Signed

Trinity Catholic School

Date

Signed

On behalf of Nottingham City Council

Date

DRAFT

SCHEDULE 1

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1. Annual Totals

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Minimum funding allocation (43%)	N/A
Deductions for permanent exclusions	£0
Deductions for SEMH HLN funding	£0
Total Funding Allocation 2016/2017	£63,410
2017/18 Estimate funding	£72,369

The total Funding Allocation for each School/Responsible Body will be separated into three equal payments to be paid at the following points in the Academic year, minus adjustments for permanent exclusions:

1. 5th April
2. 5th September
3. 5th January

Where the date falls on a weekend or bank holiday the payment will be paid on the closest working day prior to the 5th.

Table 1: Table of Devolved Funding Allocations for Schools based on Funding Allocation Formula

[see AP Pilot allocations Excel Document]

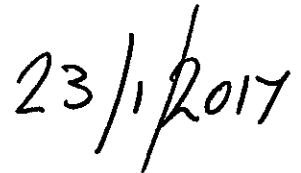
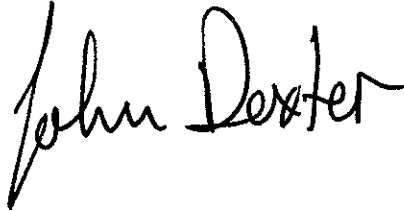
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COST RECOVERY MECHANISM (CRM)

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6. The requirement for deducting the AWPU funding from individual schools when pupils are permanently excluded will continue. This will be used towards the cost of CRM; however, this funding would be passed on to the Responsible Body if they retain accountability for providing their educational provision, therefore avoiding the need for CRM.
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Agreement for the devolution of Funding to support behaviour and Excluded Children or Children at Risk of Exclusion

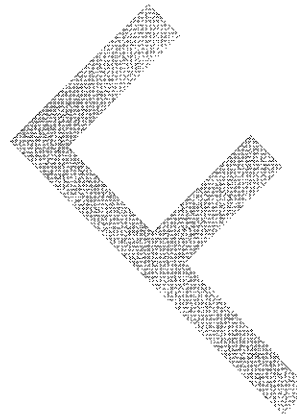
2016/2017



Signed

Date

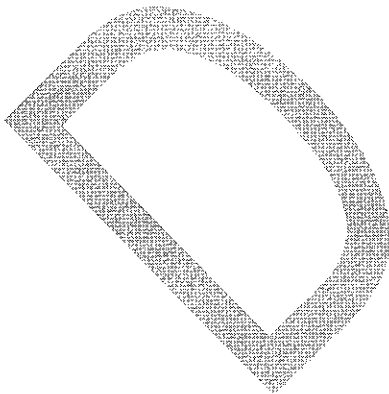
Trinity Catholic School



Signed

Date

On behalf of Nottingham City Council



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SCHOOLS FORUM – 23 FEBRUARY 2017

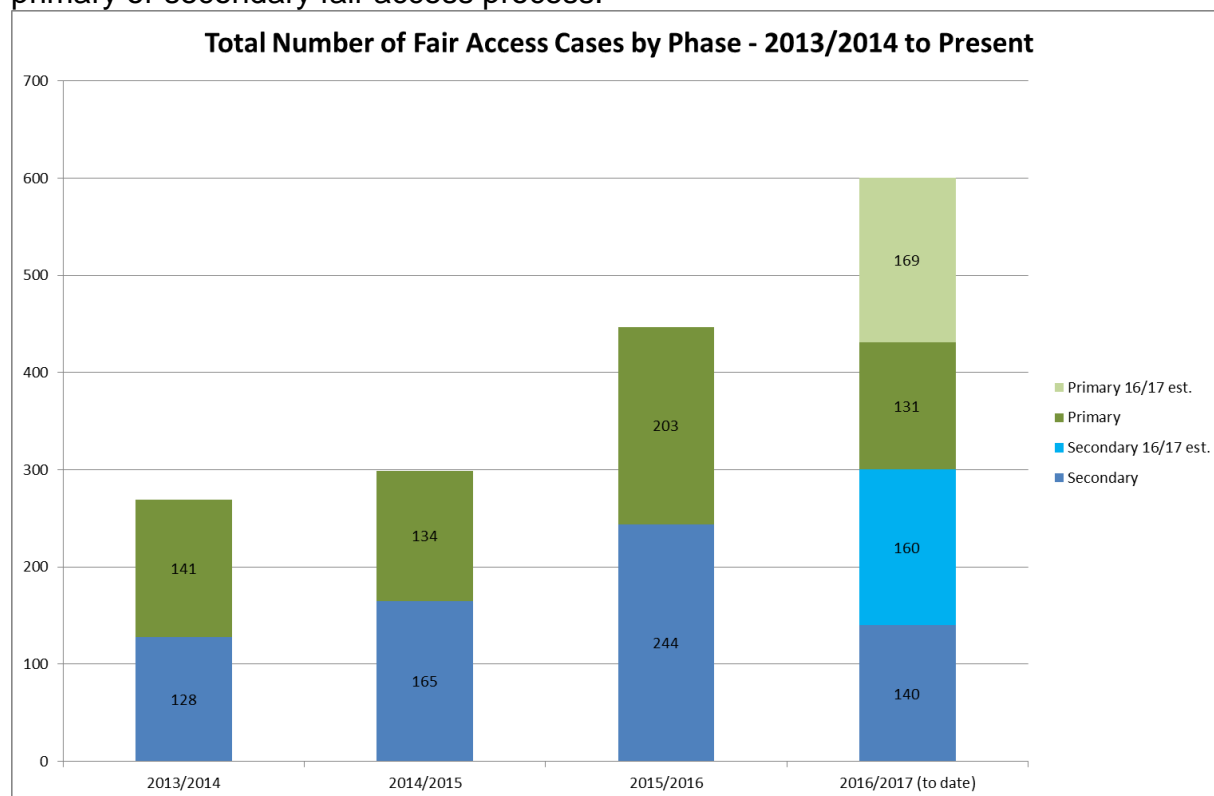
Title of paper:	Primary and Secondary Fair Access Funding Consultation
Director(s)/ Corporate Director(s):	Pat and Sarah Fielding, Directors of Education
Report author(s) and contact details:	Michael Wilsher, Inclusion Officer
Other colleagues who have provided input:	Kathryn Stevenson, Finance Analyst (Schools) – Resources Jon Ludford-Thomas, Senior Solicitor, Legal Services Lynn Robinson, HR Business Partner, Organisational Transformation Services Peter McConnochie, Inclusion Strategy Co-ordinator (NCSEP)
Summary	
<p>This report is to approve additional funding for secondary fair access and to approve an increase in funding from the 2017/2018 financial year for primary and secondary fair access processes. The increase in funding will enable to local authority to place an increasing number of vulnerable pupils with complex needs within an appropriate educational placement, including providing schools with support and monitoring through the process and pupil lead funding according to individual needs.</p> <p>The local authority will take a strategic decision on the long term support and structure of the fair access processes and support from September 2017 onwards. This will be subject to internal decision making processes, procurement regulations and approval as required.</p>	
Recommendation(s):	
1	To note additional funding for secondary fair access for the 2016/2017 financial year of £100k .
2	To note the proposal to increase the annual primary fair access funding to £100k from 2017/2018 financial year and to carry over any remaining funding to support these processes up to a maximum of £40k.
3	To note the proposal to increase the annual secondary fair access funding to £300k from 2017/2018 financial year and to carry over any remaining funding to support these processes up to a maximum of £70k.
4	To note the proposal to continue to fund £57k each financial year from 2017/2018 to support for Managed Moves as part of the broader Fair Access process and as a strategy to reduce permanent exclusions. Funding will be based on actual expenditure, with any underspend being unearmarked and will not carry over.
5	To note the proposal that each financial year £25,000 from within the SSR will be allocated for emergency expenditure incurred by primary and secondary fair access by the end of the academic year. Any underspend will be unearmarked within the SSR;
6	To note that the local authority will take a strategic decision on the long term support and structure of the primary and secondary fair access processes and support from September 2017 onwards. This will be subject to internal decision making processes, procurement regulations and approval as required.

1 REASONS FOR RECOMMENDATIONS

- 1.1 Fair Access protocols and associated processes have been a statutory function of the local authority since 2006/2007 and are applicable across primary and secondary phases. Fair Access purpose is to ensure that vulnerable pupils are allocated a school place as quickly as possible. Fair access is also an important tool

in reducing the impact of permanent exclusions across the city. In 2015/2016, 23 pupils at risk of permanent exclusion were successfully supported through fair access processes to transfer to another school or provision to avoid a permanent exclusion.

- 1.2 Over the last 3 academic years there has been a significant increase in the number of cases considered through primary and secondary protocols. Additionally, the complexity and support required for pupils has also increased along with placing pupils in a challenging educational environment. It is expected that by the end of the 2016/2017 academic year almost 600 cases will have been considered through a primary or secondary fair access process.



- 1.3 Funding for primary fair access has met the demand of this increase in recent years and is projected to be sustainable. Funding is allocated according to pupil needs and for the 2015/2016 academic year £55k was funded to provide initial support on admission. Previously any unallocated primary funding would not be carried forward; however, it is proposed that any unallocated funding is retained to a maximum of £40k per financial year, to mitigate the risk of funding complex educational placements for pupils hard to place (potentially £25k per placement per academic year).

- 1.4 Primary fair access, managed moves and pupil cases are managed by the local authority. There is a need to increase capacity to create a sufficient service and develop primary fair access systems and processes in line with the support available to secondary vulnerable pupils' and schools. This will be included in the strategic decision regarding the future of fair access and be subject to further internal decisions and procurement processes. It is anticipated that these changes will come into effect in September 2017.

- 1.5 Funding for secondary fair access has increased in demand, due to a number of complex cases requiring alternative provision in key stage 4 (70% of 2015/16 funding). Overall costs for secondary fair access allocations have increased over time from £95k in 2012/13 to 274k in the 2015/16. Currently for the 2016/17 academic year £262k is already committed to educational provision and support.

- 1.6 A Needs Led Tier Funding model was implemented in 2014/15, however, this has not reduced the need for funding, but has made the funding more efficient and pupil led. Currently for the 2016/17 academic year £262k of secondary funding is already committed, not including any further pupil placements considered this academic year which will require funding.
- 1.7 Managed moves form part of the fair access protocols for both primary and secondary. This includes brokering places, supporting the admission; review meetings and interventions. For secondary managed moves £57k has been funded in 2015/16 and 2016/17 for NCSEP to support this function and facilitate managed moves. This funding is in addition to the fair access funding.

Breakdown of Secondary Fair Access and Managed Move Funding

	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017 (to date)	TOTAL
Fair Access Cases	£95,989	£142,435	£134,440	£145,000	£190,291	£708,155
Assessment	£0	£1,960	£4,954	£9,915	£8,745	£25,574
Transport / Uniform	£0	£1,734	£2,830	£1,471	£2,123	£8,158
Managed Moves	£0	£31,182	£11,688	£57,000	£57,000	£156,870
NCSEP Support	£0	£14,534	£61,000	£61,000	£61,000	£197,534
TOTAL	£95,989	£191,845	£214,912	£274,386	£319,159	£1,096,291

- 1.8 In order to ensure efficiency and develop the appropriate capacity for primary and secondary fair access and managed moves processes, the local authority will undertake a strategic analysis and decision regarding the future of fair access and required support. This will include reviewing service delivery and costs to ensure value and quality of the service required to support pupils and schools across both phases of education. This will include consideration to commission services through procurement processes and a contract awarded for at least 3 years. It is expected that these processes will have ended before the end of this academic year in order for the proposed changes to be implemented in September 2017.
- 1.9 As the predictability of complex cases is very difficult, it is proposed that a £25k emergency fund is held in reserve each financial year to mitigate the risk of the fair access funding not being sufficient for primary and secondary phases. This funding would be for risk mitigation each financial year, but the funding would not carry over and accumulate.

2 BACKGROUND (INCLUDING OUTCOMES OF CONSULTATION)

- 2.1 Fair Access protocols and associated processes have been a statutory function of the local authority since 2006/2007 and are applicable across primary and secondary phases. Fair Access purpose is to ensure that vulnerable pupils are allocated a school place as quickly as possible.
- 2.2 Fair Access has been under review since a report in April 2015 which recommended undergoing a formal procurement process to ensure the good work and partnership continued and further efficiencies were made. As a result a formal SLA was drafted and a report brought to schools forum to support on-going secondary fair access initiatives for the 2015/2016 academic year. In February

2016, proposals were presented to the council's internal 'make or buy' panel in order to progress formal agreements surrounding fair access and in April 2016 discussions and planning have taken place to ensure that fair access is fit for purpose for a sustained period of time, taking into consideration the changing landscape. In order to maintain continuity of service during the 2016/17 academic year, a contract is in place for the support of secondary fair access through Bluecoat Academy (NCSEP). This work will contribute to the consideration of the future of fair access from September 2017.

3 OTHER OPTIONS CONSIDERED IN MAKING RECOMMENDATIONS

- 3.1 Other options have been considered, but felt that they do not deliver the same benefit for pupils and schools. The same funding without staffing support has been considered, but this is not viable as numbers of cases increase across primary and secondary phases along with the increased funding support required.
- 3.2 Fair access is a statutory requirement for local authorities and schools to comply with; however, funding for fair access is not statutory. But this option would not be considered viable as there is an increase in complex pupil needs which require funding. Without fair access, funding these placements would be the sole responsibility of the school where the pupil goes on roll.

4 OUTCOMES/DELIVERABLES

- 4.1 Funding will be monitored to ensure it is used effectively and appropriately. This will include using the data gathered to look at cost of places seek value for money. This will be monitored through a contract for the 2016/17 academic year with safeguards in place. This includes key performance indicators linked to funding.
- 4.2 For the 2015/2016 academic year, 77% of primary and secondary pupils placed through fair access were admitted within the 10 day timeline. With additional staffing and support, including appropriate funding, this target will be to exceed 80% across both phases.
- 4.3 Enable further reviews of processes and systems for both phases, including dedicated support for primary fair access and its development in-line with secondary.
- 4.4 Develop systems for monitoring progress of pupils and the impact of support through fair access. This will be reported back to schools and stakeholder to demonstrate impact of funding and fair access protocols.

5 FINANCE COMMENTS (INCLUDING IMPLICATIONS AND VALUE FOR MONEY/VAT)

- 5.1 Fair access is funded from the DSG high needs budget. Fair access budgets run on an academic year, with the amount budgeted for the financial year supporting fair access for the academic year that commences within that financial year.
- 5.2 The additional £0.100m funding proposed for secondary fair access for 2016/17 takes the allocation to a total of £0.290m. This is in line with the final funding for 2015/16 as outlined in the report to Schools Forum on 5 November 2015. As this funding was not treated as ongoing in the original 2016/17 budget, this funding will be provided from the DSG reserve.

- 5.3 This report proposes a total funding requirement of £0.457m for 2017/18 for primary and secondary fair access and managed moves. This provides an increase of £0.020m for primary and £0.010m for secondary fair access compared to the funding allocated for 2015/16 and 2016/17.
- 5.4 The £0.457m requirement for 2017/18 is higher than the indicative amount of £0.390m reported previously to Schools Forum but this will be managed within the overall DSG high needs allocation for 2017/18.
- 5.5 Confirmation of actual spend will be required with final funding based on actual expenditure and any unused balance in excess of the agreed carry forward level being reallocated back to the Statutory School Reserve.
- 5.6 A full commissioning review is required for the arrangements from the 2017/18 academic year.

6 LEGAL AND PROCUREMENT COMMENTS (INCLUDING RISK MANAGEMENT ISSUES, AND LEGAL, CRIME AND DISORDER ACT AND PROCUREMENT IMPLICATIONS)

6.1 Legal Implications

- 6.1.1 The budgetary framework for the financing of maintained schools is contained in Chapter IV of Part II of the School Standards and Framework Act 1998 ("SSFA"). This chapter of the SSFA includes sections 45A (determination of specified budgets of a local authority) and 47A (the duty on a local authority to establish a schools forum for its area).
- 6.1.2 Section 45A(2) of the SSFA states that for the purposes of Part II of the SSFA, a local authority's "schools budget" for a funding period is the amount appropriated by the authority for meeting all education expenditure by the authority in that period of a class or description prescribed for the purposes of this subsection (which may include expenditure incurred otherwise than in respect of schools). Section 45A(2A) of the SSFA states the amount referred to in subsection (2) includes the amount of any grant which is appropriated, for meeting the expenditure mentioned in that subsection, in accordance with a condition which –
- (a) is imposed under section 16 of the Education Act 2002 (terms on which assistance under section 14 of that Act is given) or any other enactment, and
 - (b) requires that the grant be applied as part of the authority's schools budget for the funding period.
- 6.1.3 This means that the designated schools grant ("DSG"), which is paid to local authorities under section 14 of the Education Act 2002 ("EA2002") essentially on condition imposed by the Secretary of State under section 16 of the EA2002 that it is applied as part of an authority's schools budget for the funding period, is part of the schools budget. Indeed, the DSG is the main source of income for the schools budget (Education Funding Agency ("EFA") guidance *Dedicated schools grant Conditions of grant 2016 to 2017* (December 2015), paragraph 2). Local authorities can add to the schools budget from local sources of income (*ibid*, paragraph 4).
- 6.1.4 The detail is prescribed by regulations. The current regulations are the School and Early Years Finance (England) Regulations 2015, SI 2015/2033 ("SEYFR2015"). The SEYFR2015 will be gradually replaced from 1 April 2017 by the School and

Early Years Finance (England) Regulations 2017, SI 2017/44 (“SEYFR2017”) (in force on 16 February 2017). Certainly, on 1 April 2017 the School and Early Years Finance (England) Regulations 2014, SI 2014/3352 (“SEYFR2014”) will be revoked in their entirety. Therefore we are currently in a period of *interregnum*, although some provisions will not change as we move from SEYFR2015 to SEYFR2017.

6.1.5 Both regulation 6(2) of SEYFR2015 and regulation 6(2) of SEYFR2017 state that the schools budget will include:-

(a) expenditure on the provision and maintenance of maintained schools and on the education of pupils at maintained schools;

(b) expenditure on the education of children at independent schools, non-maintained special schools, pupil referral units, at home or in hospital, and on any other arrangements for the provision of primary and secondary education for children otherwise than at schools maintained by a local authority;

(c) all other expenditure incurred in connection with the authority's functions in relation to the provision of primary and secondary education, in so far as that expenditure does not fall within sub-paragraphs (a) or (b);

6.1.6 Both paragraph 21 of Part 4 of Schedule 2 to the SEYFR2015 and paragraph 32 of Part 5 of Schedule 2 to the SEYFR2017 state the following is a class or description of planned expenditure prescribed for the purposes of the schools budget of a local authority which may be deducted from it to determine the individual schools budget:-

Expenditure incurred in relation to education otherwise than at school under section 19 of the [Education Act 1996] or in relation to a pupil referral unit, where the expenditure cannot be met from the sum referred to in regulation 14(3) and, in the case of an alternative provision Academy, where it would be unreasonable to expect such expenditure to be met from the general annual grant paid to such an Academy by the Secretary of State.

6.1.7 In addition, paragraph 27 of Part 5 of Schedule 2 to the SEYFR2015 and paragraph 39 of Part 6 of Schedule 2 to the SEYFR2017 state the following is a class or description of planned expenditure prescribed for the purposes of the schools budget of a local authority which may be deducted from it to determine the individual schools budget (although under SEYFR2017 this only relates to the budgets of primary and secondary schools):-

Expenditure (other than expenditure referred to in Schedule 1 or any other paragraph of this Schedule) incurred on services relating to the education of children with behavioural difficulties, and on other activities for the purpose of avoiding the exclusion of pupils from schools.

6.1.8 Under both regulation 8(5) of SEYFR2015 and regulation 8(5) of SEYFR2017, the class or description of planned expenditure referred to at paragraph 6.1.6 above does not require the local authority to seek authorisation from its schools forum under regulation 12(1) of those respective regulations, or from the Secretary of State under regulation 12(3) of those respective regulations. However, such authorisation is required for the class or description of planned expenditure referred to at paragraph 6.1.7 above.

6.1.9 Regulation 8(8) of SEYFR2015 states the following:-

Where a local authority treated any expenditure described in Part 5 of Schedule 2 to [SEYFR2014] (Items That May Be Removed From Maintained Schools' Budget Shares) as central expenditure for the previous funding period under regulation 11(4) of [SEYFR2014] and any such amounts remain unspent, such amounts may be used by the local authority in the funding period for the purposes listed in Part 5 of Schedule 2 to [SEYFR2014] that applied to such expenditure.

6.1.10 Regulation 8(9) of SEYFR2017 states the following:-

Where a local authority treated any expenditure described in Part 5 of Schedule 2 to [SEYFR2015] (Items That May Be Removed From Maintained Schools' Budget Shares) as central expenditure for the previous funding period under regulation 11(4) of [SEYFR2015] and any such amounts remain unspent, such amounts may be used by the local authority in the funding period for the purposes listed in Part 5 of Schedule 2 to [SEYFR2015] that applied to such expenditure.

6.1.11 Lastly, both regulation 8(11) of SEYFR2015 and regulation 8(15) of SEYFR2017 state that expenditure referred to in Schedule 2 of the respective regulations includes expenditure on associated administrative costs and overheads.

6.1.12 The proposals in this report relate to funding for fair access and the expenditure on associated administrative costs and overheads of fair access. Therefore, this is expenditure related to alternative provision and/or *incurred on services relating to the education of children with behavioural difficulties, and on other activities for the purpose of avoiding the exclusion of pupils from schools*. Further, where these proposals would entail the spending of a previous underspend, the carry over of an underspend or envision a future underspend then if the proposals comply with the provisions set out at paragraphs 6.1.9 and 6.1.10 above they are lawful. Lastly: insofar as a proposal in this report falls within a class or description of planned expenditure described at paragraph 6.1.6 above, the proposal is for noting only by Nottingham City Schools Forum; insofar as a proposal in this report falls within a class or description of planned expenditure described at paragraph 6.1.7 above, the proposal requires the authorisation of Nottingham City Schools Forum.

7 HR ISSUES

7.1 The recommendations within this report seek approval to provide additional funding for secondary fair access and to approve an increase in funding from the 2017/2018 financial year for primary and secondary fair access processes. This in itself does not pose any employment issues. However, depending on the outcome, there may be a requirement for further approvals in terms of employment matters under a separate report, for which HR Observations should be sought, once the detail of these are known.

Lynn Robinson
HR Business Partner
Children and Adults
10 February 2017

8 EQUALITY IMPACT ASSESSMENT

8.1 Has the equality impact of the proposals in this report been assessed?

No

An EIA is not required because:
(Please explain why an EIA is not necessary)

Yes

Attached as Appendix 1, and due regard will be given to any implications identified in it.

9 LIST OF BACKGROUND PAPERS OTHER THAN PUBLISHED WORKS OR THOSE DISCLOSING CONFIDENTIAL OR EXEMPT INFORMATION

9.1 N/a

10 PUBLISHED DOCUMENTS REFERRED TO IN COMPILING THIS REPORT

10.1 N/a

Equality Impact Assessment Form (Page 1 of 2)

Title of EIA/ DDM: Primary and Secondary Fair Access Funding

Name of Author: Michael Wilsher

Department: Education

Service Area: Inclusion and Disabilities

Author (assigned to Covalent): Michael Wilsher

Director: Pat and Sarah Fielding

Strategic Budget EIA Y/N (please underline)

Brief description of proposal / policy / service being assessed:

This report is to consult Schools Forum on the use of funding for Fair Access across primary and secondary phases and consult Schools Forum on proposed increases to the Fair Access funding in order to manage the significant increase in cases and further support vulnerable and disaffected pupils.

Information used to analyse the effects on equality:

To assess the equalities impact, data has been collated regarding fair access cases across the city and consultations with Nottingham City Education Partnership and representatives from schools.

Over the last 3 academic years there has been a significant increase in the number of cases considered through primary and secondary protocols. Additionally, the complexity and support required for pupils has also increased along with placing pupils in a challenging educational environment. It is expected that by the end of the 2016/2017 academic year almost 600 cases will have been considered through a primary or secondary fair access process.

Due to the complexity of cases considered through fair access and the increase in the number of cases additional funding is required to provide intervention for pupils and also resource staffing to administer and support these cases.

	Could particularly benefit X	May adversely impact X	How different groups could be affected (Summary of impacts)	Details of actions to reduce negative or increase positive impact (or why action isn't possible)
People from different ethnic groups.	<input type="checkbox"/>	<input type="checkbox"/>	Fair access processes champion pupils who are vulnerable and considered hard to place in education. Fair access supports quick placement in education and secures appropriate funding. Therefore, support for this area particularly benefits young people accessing education. Fair access criteria includes, pupils permanently excluded returning to mainstream schools; children in care; pupils with significant attendance	Review annually the fair access protocols to ensure they are fit for purpose and meet the needs of vulnerable pupils. Monitor the efficiency pupil placements within specified timelines. Analyse pupil data and other contextual data to monitor demographic trends and steer fair access processes. Track funding of pupil placements to
Men	<input type="checkbox"/>	<input type="checkbox"/>		
Women	<input type="checkbox"/>	<input type="checkbox"/>		
Trans	<input type="checkbox"/>	<input type="checkbox"/>		
Disabled people or carers.	<input type="checkbox"/>	<input type="checkbox"/>		
Pregnancy/ Maternity	<input type="checkbox"/>	<input type="checkbox"/>		
People of different faiths/ beliefs and those with none.	<input type="checkbox"/>	<input type="checkbox"/>		
Lesbian, gay or bisexual people.	<input type="checkbox"/>	<input type="checkbox"/>		

Older	<input type="checkbox"/>	<input type="checkbox"/>	<p>issues; pupils fleeing domestic violence and pupils returning from the criminal justice system. Pupils from these vulnerable categories would benefit from the proposal.</p> <p>Benefits include increased support for their initial admission; reduce the risk of permanent exclusion; swift admission into education; implementation of monitoring pupil outcomes.</p>	<p>ensure value for money and analyse individual pupil needs.</p> <p>Monitor the outcomes of pupils considered through fair access to measure impact of support.</p>
Younger	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Other (e.g. marriage/ civil partnership, looked after children, cohesion/ good relations, vulnerable children/ adults).	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<p><i>Please underline the group(s) /issue more adversely affected or which benefits.</i></p>				

Outcome(s) of equality impact assessment:

- No major change needed
- Adjust the policy/proposal
- Adverse impact but continue
- Stop and remove the policy/proposal

Arrangements for future monitoring of equality impact of this proposal / policy / service:

There is an annual review of fair access processes and case overviews and they will consider the impact of the proposal. Fair access data and exclusion data will be collected regarding various key categories and demographics and compared to national data where available.

Approved by (manager signature):

Michael Wilsher
michael.wilsher@nottinghamcity.gov.uk
 0115 876 4700

Date sent to equality team for publishing:

18 November 2016

Before you send your EIA to the Equality and Community Relations Team for scrutiny, have you:

1. Read the guidance and good practice EIA's
<http://www.nottinghamcity.gov.uk/article/25573/Equality-Impact-Assessment>
2. Clearly summarised your proposal/ policy/ service to be assessed.
3. Hyperlinked to the appropriate documents.
4. Written in clear user friendly language, free from all jargon (spelling out acronyms).
5. Included appropriate data.
6. Consulted the relevant groups or citizens or stated clearly when this is going to happen.
7. Clearly cross referenced your impacts with SMART actions.