

## Notice of KEY Executive Decision

<b>Subject Heading:</b>	<i>Delivering Better Value (DBV) Programme Grant acceptance and Delivery Approval</i>
<b>Decision Maker:</b>	<i>Kathy Freeman</i>
<b>Cabinet Member:</b>	<i>Cllr Oscar Ford</i>
<b>SLT Lead:</b>	<i>Tara Geere</i>
<b>Report Author and contact details:</b>	<i>Trevor Cook, 01708 431250, trevor.cook@<a href="mailto:trevor.cook@havering.gov.uk">havering.gov.uk</a></i>
<b>Policy context:</b>	<i>SEND</i>
<b>Financial summary:</b>	<i>To receive £1m grant funding from the DfE to deliver DBV mitigation programme.</i>
<b>Reason decision is Key</b>	<p><i>The decision is Key as:</i></p> <ol style="list-style-type: none"> <li>1. Receive a Grant award of £1m from DfE to implement the DBV Programme.</li> <li>2. The DBV Programme will reduce the projected overspend to the council due to the increasing SEND costs in the Borough.</li> </ol>
<b>Date notice given of intended decision:</b>	<i>This is a decision pursuant to para 11 of The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, made under "special urgency" with the consent of the Chair of the Overview and Scrutiny Board.</i>

<b>Relevant Overview &amp; Scrutiny Committee:</b>	<b>The People OSSC</b>
<b>Is it an urgent decision?</b>	<i>Yes this is an urgent decision to accept the grant funding memorandum of understanding by 30/11/23 and hence the grant money.</i>
<b>Is this decision exempt from being called-in?</b>	Yes

**The subject matter of this report deals with the following Council Objectives**

People - Things that matter for residents X

Place - A great place to live, work and enjoy

Resources - A well run Council that delivers for People and Place.

## Part A – Report seeking decision

### DETAIL OF THE DECISION REQUESTED AND RECOMMENDED ACTION

The decision that is requested is:

- to approve the receipt of the £1m grant funding as awarded by the Department for Education in response to the Council's submission as part of the Delivering Better Value (DBV) Programme work.
- To approve spending in accordance with the conditions of grant.

### AUTHORITY UNDER WHICH DECISION IS MADE

3.10.3 (m) of the Scheme of Delegation

Powers of the s151 officer

(m) To accept grants and the terms and conditions thereof for and on behalf of the Council.

### STATEMENT OF THE REASONS FOR THE DECISION

Officers were first advised that grant funding was available as the CEO and DCS were informed in June 2022 about programme and grant. Permission to make an application for this grant was given in June 2022, but needed to participate in DBV programme to identify mitigations first. Oversight of this application was through the DCS and AD Education Services.

Havering embarked on the DBV Programme along with 54 other Local Authorities across England from an invite from the Department for Education. Like most Local Authorities, Havering are facing a critical financial situation to continue to deliver the SEND Service at the same levels. With this foresight in mind we embarked on a lengthy programme with the Department for Education facilitated by Newton Europe to understand the financial implications of the current growth levels in SEND. As part of Wave 4 of this programme Havering kicked off the process with a Workshop on the 15<sup>th</sup> May 2023. This was followed by 3 intense workshops to deep dive into the analysis of SEND and identify areas of potential benefit for improvement. Havering submitted their Grant application on 2<sup>nd</sup> August 2023. However, the DfE changed the goal posts as this became a 2 stage approach and a further additional submission was sent on the 7<sup>th</sup> September. We formally had the grant award confirmed via letter on the 24<sup>th</sup> November following a delay from the DfE with the requirement to accept and confirm by the 30<sup>th</sup> November. The decision to proceed with this grant was from senior officers as it contributed to the impending financial challenges faced by the Local Authority and presented a way to mitigate increasing costs through delivering the DBV Programme.

The timeline to get to this point is as follows:

- |   |                   |
|---|-------------------|
| 1. Offer to Join the DBV Programme by DfE           | June 2022         |
| 2. Kick off DBV Workshop                            | 17 May 2023       |
| 3. Knowledge Sharing Sessions                       | 22/23/24 May 2023 |
| 4. DBV Implementation Planning Session              | 1 June 2023       |
| 5. DBV Module 3 Workshop                            | 13 June 2023      |
| 6. Draft Grant Submission for Review                | 7 July 2023       |
| 7. DBV Stage 1 Grant Approval                       | 15 August 2023    |
| 8. Additional Stage 2 requirement informed required | 11 August 2023    |

9. DBV Stage 2 Grant templates received	23 August 2023
10. Stage 2 Submission	7 September 2023
11. Informed of Stage 2 submission being successful	15 September 2023
12. Confirmation of £1m Grant being awarded	24 November 2023
13. Return of MoU to DfE	30 November 2023
14. First Instalment of Grant	5 December 2023

From this analysis work we have now developed a strategy and programme to support in alleviating some of the financial pressures through the DBV Programme funded by the £1m ring fenced grant from the DfE.

This analysis work defined 4 project work streams as part of the programme:

1. **Building Parental Confidence** - The evidence reflects that 62% of CYP did not receive the right outcome in mainstream schools through influence of parents due to lack of parental confidence in the school provision. We are looking to build and develop that parental confidence to ensure a more appropriate provision is chosen through a multi-pronged approach
2. **Establishing a multi-agency Inclusion Peer Review Team** - Ensuring we have the right provision for our children in RP/SEN through building the capability, capacity and engagement through building up confidence with parents and carers as well as establishments. The evidence reflects that 93% of CYP did not receive the right outcome in a special schools and 79% would have been better supported in alternative provision.
3. **Increasing Capacity of Professionals on the ground** - Improving Outcomes for children in a MSS setting rather than an INMSS through improving capacity. The evidence has shown us that the perception of the support levels in INMSS is higher with 52% of parents disagreeing that the SEND support was good enough in their child's school
4. **Co-Produced Training** - Improving Outcomes for children in mainstream without an EHCP through improving parental confidence and supporting to identify missed opportunities to provide support and access to specialist services. It has been shown through the analysis the belief of the support in Mainstream is not at the same quality as INMSS. We will achieve this by developing and embedding of co-produced parent / LA Training offer:
  - Complex Needs TA Induction Training for Mainstream school staff (Co produced with Special School and parent rep involvement)
  - ARP (ASD) Parent Specific Training (NELFT / CAD 5-19 Joint project)
  - SENCo Training – Parent Engagement – Co production with Parent Rep involvement
  - Shared agenda development around Parent Engagement Forum (SEND)

The grant is intended to fund a number of key posts on a **fixed term contract only** as well as a number of secondments.

These posts are critical to delivering the DBV Programme and are solely funded from the Grant this decision is requesting to accept.

On the basis this Grant will be accepted the roles and posts have been defined and a number of individuals are in post on an at risk basis knowing this Grant was coming into the Authority. The roles funded by the grant and expected to cover until March 2025

Strategic Programme Manager

Delivery Project Manager

Business Support

2 x Seconded Head Teachers

Assistant Educational Psychologist

Engagement and Comms Officer

EHCP QA and Data officer

The costs of these roles can be found in Appendix 1

This programme is critical to restricting the spend on the SEND budget and reduce the level of future overspends in the delivery of statutory services.

#### **OTHER OPTIONS CONSIDERED AND REJECTED**

We have been on this journey with the DfE for many months to produce our programme to address the most pressing needs of the SEND Service within Havering. No other options are considered as no funding is available to deliver any changes which are required.

#### **PRE-DECISION CONSULTATION**

There was no pre-decision consultation as this is an internal management approach to deliver better value services.

#### **NAME AND JOB TITLE OF STAFF MEMBER ADVISING THE DECISION-MAKER**

Name: Trevor Cook

Designation: AD Education

Signature:

Date: 27/11/23

## **Part B - Assessment of implications and risks**

### **LEGAL IMPLICATIONS AND RISKS**

The approval of the grant funding will be subject to a Memorandum of Understanding and provided the conditions of grant are adhered to there is minimal legal risk in making the recommended decisions.

### **FINANCIAL IMPLICATIONS AND RISKS**

There are significant risks if the Grant is not accepted then this will mean we will be unable to fund the programme of work intended to mitigate the impending financial impact of increased SEND numbers of young people putting greater pressure on the council as a whole. There is no additional financial burden put on the Council with this programme

### **HUMAN RESOURCES IMPLICATIONS AND RISKS (AND ACCOMMODATION IMPLICATIONS WHERE RELEVANT)**

The proposals in the report will lead to the creation of and recruitment into a number of new posts. This will be managed in accordance with the Council's HR policies and procedures.

### **EQUALITIES AND SOCIAL INCLUSION IMPLICATIONS AND RISKS**

Undertake inclusion review as part of the programme to ensure a better inclusive experience in educational settings for SEND students.

### **HEALTH AND WELLBEING IMPLICATIONS AND RISKS**

The utilisation of this Grant through the delivery of the DBV Programme will increase the quality of the services provided to SEND students.

We will aim to improve the parental confidence of those within Havering.

Ensure that EHCP children are in the right provision for their needs and they are supported within an educational setting in the most appropriate way to improve their experience within the education system and give them the skills to contribute to a member of society.

Provide better quality services through training to staff of educational establishments

Improve the monitoring and quality assurance of the services received

### **ENVIRONMENTAL AND CLIMATE CHANGE IMPLICATIONS AND RISKS**

No impact

### **BACKGROUND PAPERS**

**None**

### **APPENDICES**

1. Spend profile of the Grant
2. Memorandum of Understanding related to Grant payour

## Part C – Record of decision

I have made this executive decision in accordance with authority delegated to me by the Leader of the Council and in compliance with the requirements of the Constitution.

### Decision

Proposal agreed

Proposal NOT agreed because

### Details of decision maker

Signed



Name: KATHY FREEMAN

CMT Member title: CMT Member title: Strategic Director of Resources and Section 151 Officer

Date: 30th November 2023

### Lodging this notice

The signed decision notice must be delivered to Committee Services, in the Town Hall.

#### For use by Committee Administration

This notice was lodged with me on \_\_\_\_\_

Signed \_\_\_\_\_



## Appendix 1 – Grant Spend Profile

### What will the grant money be used for?



Local authorities are applying for £1,000,000. The funding will be used to realise the identified opportunities and as per the description in the workstream templates. The funding will be required at the following points and is based on the proposed programme delivery plan:

Drawdown: **£1 million**

A breakdown of the use of funding is listed below:

Workstream & Area	Impact (Opportunities Supported)	Total Financial Cost	Spend 2023/24 (Financial Year)	Spend 2024/25 (Financial Year)
<b>Programme Delivery</b>				
Strategic Programme Manager / Lead	3 days a week overseeing the day to day delivery of the whole Programme	£95,000	£47,500	£47,500
Delivery Project Manager	5 days a week managing the actual hands on delivery of the workstreams	£90,000	£30,000	£60,000
Business Support	Full time Support managing and arranging a wide variety of events, tasks and supporting the coordination through the PM	£60,000	£20,000	£40,000
<b>Inclusion Peer Review Team</b>				
Seconded Headteacher	3 day a week Primary Headteacher to support the engagement with schools and participate in Inclusion peer reviews	£90,000	£30,000	£60,000
Seconded Headteacher	3 day a week Secondary Headteacher to support the engagement with schools and participate in Inclusion peer reviews	£90,000	£30,000	£60,000
Inclusion Review	4 days per week (2 reviews per week) backfilled from relevant ESG service to establish the multi-agency Inclusion peer review team	£90,000	£30,000	£60,000
Assistant Educational Psychologist	Support the Inclusion peer review process	£75,000	£25,000	£50,000
<b>Parental Confidence</b>				
Engagement and Communications Officer	To engage with schools and parents especially to support the increase in parental confidence outcome	£71,000	£27,000	£44,000
EHCP QA and Data Officer	To increase quality of EHC plans and outcomes, building parental confidence	£71,000	£27,000	£44,000
<b>Co-produced Training</b>				
Parent/Carer Engagement Resources	To develop and build parental confidence	£70,000	£35,000	£35,000
Communication Material	Creating and delivering digital material	£18,000	£12,000	£6,000
<b>Building capacity on the ground</b>				
Staff Delivering Training through additional training staff	Match fund cover costs to enable staff to attend training (30 schools x 10 days x £150)	£180,000	£60,000	£120,000
<b>Total</b>		<b>£1,000,000</b>	<b>£373,500</b>	<b>£626,500</b>

## Appendix 2 – Memorandum of Understanding

# Memorandum of Understanding

## The Delivering Better Value in SEND Programme agreement between Department for Education (DfE) and the Participating Local Authority (LA)

**Notice:** This document is commercially sensitive and confidential. Any person receiving this document in error must either return it to the Department for Education or destroy hard copies and delete electronic copies in their possession.

## **Memorandum of Understanding**

The Secretary of State for Education has determined under Section 31 of the Local Government Act 2003, that a grant as listed in the Grant Determinations should be paid to the Grant Recipient. (Grant Determination References: 31/6953 – Revenue).

The Treasury has consented to payment of this grant.

### **1. Background**

- 1.1. The Grant recipients have been successful in the Delivering Better Value in SEND grant application, demonstrating through their application and the supporting plan that solutions can be found and implemented which assist the sustainable delivery of effective support to children and young people with SEND.
- 1.2. The Department for Education expects recipients to use the funding provided to implement the action plans submitted and approved by the DBV Programme Board and deliver activity outlined in this Memorandum of Understanding (MoU). These plans should help participating local authorities deliver effective and sustainable services to children and young people with SEND.

### **2. Purpose of the Memorandum of Understanding (MOU)**

- 2.1. The purpose of the MOU is to formalise the working relationship and expectations relating to the payments of grants for the Delivering Better value Programme between DfE and participating LAs.
- 2.2. Participating LAs are to undertake the activities in accordance with the expectations of this MOU.

### **3. Legal Status**

- 3.1. This arrangement has no legal status under English Law or any other law and cannot be construed as a contract or grant agreement in the sense of a legally binding agreement between the Secretary of State for Education (the "Secretary of State") and the Participating LA (the "Parties") which is

enforceable in the courts. Nevertheless, both Parties intend to comply with the provisions set out in the relevant clauses.

- 3.2. Neither Party will be authorised to act in the name of, or on behalf of, or otherwise bind the other Party, save as expressly permitted by the provisions of this arrangement. This MOU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations.

#### **4. Definitions**

- 4.1. In this MOU the following terms shall have the following meanings:
- 4.1.1. Commencement Date: This MOU takes effect when it is signed on behalf of the Secretary of State.
  - 4.1.2. Eligible Expenditure: subject to paragraph 9, payments made by the Participating LA or any person acting on behalf of the Participating LA during the Grant Period in carrying out the Programme.
  - 4.1.3. Grant: the revenue amounts as listed in the Grant Determination Letters (Grant Determination Reference: 31/6953– Revenue) sent to the Participating LA in accordance with this MOU.
  - 4.1.4. Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending 31 March 2025.
  - 4.1.5. Guidance: a document that will be sent out to all the LAs participating in the programme providing guidance on Phase 2 of the programme.
  - 4.1.6. DBV Implementation Plan: a plan submitted by the participating LA and approved by the DBV Programme Board which the Participating LA will deliver to realise identified benefits.
  - 4.1.7. Comptroller and Auditor General: the officer of the House of Commons responsible for supervising the quality of public accounting and financial reporting who leads the National Audit Office.

#### **5. About the Grant**

- 5.1. The Grant paid to the Participating LA has been paid based on the understanding that the funding be used solely for the purposes of delivering their DBV implementation plan.

- 5.2. The Secretary of State will provide the funding as described in the Grant Determination Letter to the Recipient on the provisions set out in this MOU.
- 5.3. The Secretary of State will require a declaration of unspent funds by the Recipient to enable DfE to adjust future payments, in line with the agreed payment profile.

## **6. Expectations of the Participating Local Authority (LA)**

The Participating LA is asked:

- 6.1. *To fully deliver its Delivering Better Value (DBV) implementation plan submitted and approved as part of the grant application process.*
- 6.2. *To submit quarterly reports on progress and delivery*
  - 6.2.1. The participating LA will complete and submit quarterly progress reports via a specified digital platform, as set out in the Guidance (attached separately), demonstrating progress with regards to delivery and spend.
- 6.3. **To respond to and attend quarterly check-in meetings with DfE officials** as required for the duration of the programme.

## **7. Funding arrangements**

- 7.1. The Secretary of State will provide the funding to the Recipient in accordance with the Grant Determination Letter.
- 7.2. Payments will be made in instalments across financial years 2023-24 and 2024-25. The first payment will be made on signing the MOU.
- 7.3. Future payments are subject to the timely completion of delivery plans. Where delivery is off-track, the Department for Education has the right to withhold/delay payments until delivery is back on track.
- 7.4. The Recipient will notify the Secretary of State as soon as is reasonably practicable if an underspend is forecast.

## **8. Reporting and Evaluation**

- 8.1. The Secretary of State will financially monitor the grants provided to the participating LA on a quarterly basis as set out in the Guidance.
- 8.2. On completion of each financial year, a Statement of Grant Usage must be submitted to the Secretary of State on the 28th of the month following the end of the financial year, or the first working day thereafter. The Statement of Grant Usage must be certified by the participating LA's Chief Executive that, to the best of their knowledge, the amounts shown on the statement are all Eligible Expenditure and that the Grant has been used for the purposes intended.
- 8.3. The Statement of Grant Usage submitted to the Secretary of State must be accompanied by a report from the participating LA's Chief Executive or Chief Finance Officer setting out whether he or she has received an audit opinion from the LA's Chief Internal Auditor that they can provide reasonable assurance that the Statement of Grant Usage, in all material respects, fairly presents the eligible expenditure in the Grant Period in accordance with the provisions set out in this MOU.
- 8.4. All partners commit to ongoing monitoring, with the aim of ensuring accountability and performance against the workstreams outlined in the approved grant application.
- 8.5. LAs may wish to participate in additional activity funded by the Department, such as peer-peer support groups and a digital dashboard to monitor local impact. These will be voluntary but help to learn from other LAs in the programme and share effective practice. This will help to inform the National Playbook, which will be used to support the sector to manage financial sustainability in the future.
- 8.6. This MOU will be revisited and revised if necessary one year from date of signing.

## **9. Eligible Expenditure**

- 9.1. Eligible Expenditure means payments made by the participating LA, or any person acting on its behalf, during the Grant Period for the purposes of the Delivering Better Value in SEND Programme.

9.2. If the participating LA incurs any of the following costs, they must be excluded from Eligible Expenditure:

- 9.2.1 Contributions in kind;
- 9.2.2 payments for activities of a political or exclusively religious nature;
- 9.2.3 depreciation, amortisation, or impairment of fixed assets owned by the authority;
- 9.2.4 input VAT reclaimable by the authority from HM Revenue & Customs;
- 9.2.5 interest payments or service charge payments for finance leases;
- 9.2.6 gifts, other than promotional items with a value of no more than £10 in a year to any one person;
- 9.2.7 entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations); and
- 9.2.8 statutory fines, criminal fines, or penalties.

9.3. The participating LA must not deliberately incur liabilities for Eligible Expenditure before there is an operational need for it to do so.

9.4. For the purpose of defining the time of payments, a payment is made by the participating LA when money passes out of its control (or out of the control of any person acting on its behalf). Money will be assumed to have passed out of such control at the moment when legal tender is passed to a supplier (or, if wages, to an employee), when a letter is posted to a supplier or employee containing a cheque, or an electronic instruction is sent to a bank to make a payment to a supplier or employee by direct credit or bank transfer.

## **10. Financial Irregularities**

10.1. If the participating LA has any grounds for suspecting financial irregularity in the use of any Grant paid under this MOU, the LA must notify the Secretary of State immediately, explain what steps are being taken to investigate the suspicion, and keep the Secretary of State informed about the progress of the investigation. For these purposes 'financial irregularity' includes fraud or other

impropriety, mismanagement, and the use of the grant for purposes other than the purposes of the Delivering Better Value in SEND Programme.

## **11. Records**

- 11.1. The participating LA should keep a record of expenditure funded partly or wholly by the Grant and retain all accounting records relating to that expenditure.
- 11.2. Accounting records should include purchase orders, original invoices, receipts, accounts, and deeds, whether in writing or electronic form.
- 11.3. The participating LA should make these available at any reasonable time for inspection by officials from the Secretary of State or their representatives or by the Comptroller and Auditor General or his representatives.

## **12. Breach of MOU Provisions**

- 12.1. If the participating LA fails to comply with any of the provisions in this MOU, or if any overpayment of Grant funding is made by the Secretary of State, or any amount is paid by the Secretary of State in error, the Secretary of State may reduce, suspend or withhold Grant payments to the participating LA and can ask the participating LA to repay the whole or any part of the Grant funding paid, as may be determined by the Secretary of State and notified in writing to the participating LA.

## **13. Termination**

- 13.1. The Secretary of State may terminate this MOU and withhold any Grant payments on giving the participating LA three months' written notice should it be required to do so for any reason.

## **14. Amendment of this MOU**

- 14.1. Amendments to this MOU may only be made with the written consent of both Parties.

## **15. Agreement of the MOU**

- 15.1. The participating LA agrees to the provisions of this MOU.

*NAME OF LOCAL AUTHORITY*

**Signed by the LOCAL AUTHORITY in  
relation to all clauses**

-----  
Authorised Signatory

*PRINT NAME*

.....

*DATE*

.....

**POSITION**

.....

*Signed by DEPARTMENT FOR  
EDUCATION*

-----  
Authorised Signatory

**PRINT NAME**

.....

**DATE**

.....

**POSITION**

.....



## **Annex A – Delivering Better Value in SEND Programme – Statement of Grant Usage**

(Template not for completion)

Please use this form for the Interim and End Year Statements of Grant Usage

Notes for completion:

1. The participating LA shall prepare a Certification of Grant Usage for the Period ending [DD/MM/YYYY].
  2. This comprises two parts:
    - i. Certificate of Grant Usage
    - ii. Statement of Expenditure
-

## i. Certificate of Grant Usage

<b>Name of organisation</b>	[Insert Name of Local Authority]
<b>Programme Title</b>	Delivering Better Value in SEND Programme

- The total Grant amount of [£ insert figure] was exclusively used for the purposes set out in the Grant Determination Letter and Memorandum of Understanding between the <Insert LA Name> and the Secretary of State for Education.
- A financial statement detailing the use of the Grant Funding will be provided in section b – Statement of Expenditure. The organisation's financial systems that recorded the income and expenditure of this Grant have provided sufficient internal control for the purposes of this certification.

**PRINT NAME**

.....

**DATE**

.....

**POSITION**

.....

**SIGNATURE**

.....

**ORGANISATION ADDRESS**

.....

.....

.....

*Initialed by Organisation's Chief*  
**Financial Officer/ Auditor**

.....

## ii. Statement of Expenditure

Name of LOCAL AUTHORITY	[Insert Name]
Name of PROGRAMME	Delivering Better Value in SEND PROGRAMME
FINANCIAL YEAR	[Insert Financial Year]

Expenditure - Delivery	(£)
TOTAL EXPENDITURE	
Under spend on Grant (if applicable)	

**Key Executive Decision**

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