

Date of issue: Tuesday, 11 November 2014

MEETING	CABINET	
	Councillor Anderson	Leader of the Council - Finance & Strategy
	Councillor Carter	Community & Leisure
	Councillor Hussain	Health & Wellbeing
	Councillor Mann	Education & Children
	Councillor Munawar	Social & Economic Inclusion
	Councillor Parmar	Environment & Open Spaces
	Councillor Sharif	Performance and Accountability
	Councillor Swindlehurst	Neighbourhoods & Renewal
DATE AND TIME:	MONDAY, 17TH NOVEMBER, 2014 AT 6.30 PM	
VENUE:	MAIN HALL, CHALVEY COMMUNITY CENTRE, THE GREEN, CHALVEY, SLOUGH, SL1 2SP	
DEMOCRATIC SERVICES OFFICER: (for all enquiries)	NICHOLAS PONTONE 01753 875120	

SUPPLEMENTARY PAPERS

The following Papers have been added to the agenda for the above meeting:-

* Item 3 was not available for publication with the rest of the agenda.

PART 1

<u>AGENDA ITEM</u>	<u>REPORT TITLE</u>	<u>PAGE</u>	<u>WARD</u>
3.	Memorandum of Understanding in Relation to Children's Services	1 - 20	All

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SLOUGH BOROUGH COUNCIL

REPORT TO: Cabinet **DATE:** 17th November 2014

CONTACT OFFICER: Ruth Bagley, Chief Executive
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WARD(S): All

PORTFOLIO: Cllr Pavitar Kaur Mann, Commissioner for Education and Children

**PART I
KEY DECISION**

MEMORANDUM OF UNDERSTANDING IN RELATION TO CHILDREN’S SERVICES

1 Purpose of Report

1.1 To seek authority to allow the Council to enter into a Memorandum of Understanding with the Secretary of State for Education to enable the externalisation of the Council Children’s Services functions to a new organisation to be designed in consultation with the Council.

2 Recommendation(s)/Proposed Action

2.1 The Cabinet is requested to:

- (a) Note the Direction dated 7.10.2014 from the Secretary of State for Education directing the Council to set up an external provider to deliver the Council’s Children’s’ Services functions
- (b) Approve the Memorandum of Understanding between the Secretary of State and the Council
- (c) Authorise the Chief Executive to make any necessary textual and other amendments following consultation with the Leader of the Council and Cabinet member and to sign the Memorandum of Understanding attached at Appendix A
- (d) Confirm it requires regular updates on the progress on the externalisation of the Council’s Children’s Services functions

3 The Slough Joint Wellbeing Strategy, the JSNA and the Corporate Plan

3.1 The aim of externalising Children’s Services is to secure sustained quality and improvement in the service so securing the wellbeing of vulnerable children and young people. This should achieve outcomes under the Wellbeing Strategy’s priorities of Safer Communities, Health and potentially Economy and Skills and Housing.

4 Other Implications

Financial

- 4.1 There are likely to be significant financial risks to the Council as a result of the externalisation of Children's Services. The Council and the Secretary of State will carry out due diligence to identify these risks and to mitigate them if possible.
- 4.2 There are very significant interim costs to the Authority as a result of having to comply with the terms of the Direction as well as the additional running costs of the new external provider. These will include and arise from the overheads of the new organisation, the reduction in economies of scale for the Council, the scale or scope of services externalised and the necessary project capacity to enable the design, establishment and transfer. These costs, if borne by the Council, could have an impact on its financial viability. The Secretary of State has confirmed that such costs will not have to be borne by the Council and local taxpayer. The Council will act rigorously and fairly in securing this outcome.
- 4.3 The Council will be expected to fund the new organisation to a similar level as the current service although taking account of the Council's savings targets. Being a separate organisation the Council will have to ensure it avoids any state aid implications arising from any funding or budget setting arrangements.
- 4.4 Similarly, under the New Burdens Doctrine, there will need to be an assessment of any additional strain on council tax resources, over and above the initial set up costs as a result of any new burden being imposed by the Secretary of State from externalisation of children's social care functions. It would be expected that any shortfall will be met by central government and not by the local authority itself. .

Risk Management

Risk	Mitigating action	Opportunities
Legal There are a number of legal risks arising from the externalisation. These include risks that the governance arrangements, scope and the nature of the organisation adopted, client arrangements etc do not allow the Council to exercise its statutory accountability effectively. There are also risks to the Council arising from a Direction which requires the Council to bypass procurement routes or bypass good practice in public sector appointments.	The Council has sought that the MoU sets out the means by which the risks arising from the nature of the arrangements will be reduced and how the Council will be protected against the procurement and employment risks See 4.7 and 4.10 below.	

Risk	Mitigating action	Opportunities
Property Accommodation for the new body will be a key issue.	The MoU sets out the means by which this will be agreed	
Human Rights See below		
Health and Safety		
Employment Issues Council staff will be transferred to the new organisation and will be concerned about their future and future terms and conditions	This will be a TUPE transfer of employees. Staff will take with them their current terms and conditions, their pensions and continuous employment rights. A programme of staff engagement and communication will be undertaken. The draft Memorandum of Understanding provides for this.	
Equalities Issues See below		
Community Support The understanding and engagement of the community and particularly of stakeholders and partners will be critical to the success of the venture	A programme of community and stakeholder consultation will be discussed with the DfE.	
Communications As above		
Community Safety		
Financial See above at 4.1 to 4.4		
Timetable for delivery The Council's experience of major externalisation suggests that 18 months will be the necessary period to manage and minimise the risks of externalisation	The Council will seek to negotiate a realistic timescale for the design and establishment of the new organisation and transfer to it. The draft Memorandum of Understanding provides for how and when the timetable will be agreed.	
Project Capacity The Council's experience of major externalisation is that a full project team involving a range of senior professional officers will be required to support the design and establishment of the new organisation and transfer to it. The	A project team is being established by the Council led by the Strategic Director of Customer and Community Services who has considerable experience in this field. It will be populated by existing staff or appointees dedicated to the project. Staff roles will be backfilled where necessary. The reasonable costs	

Risk	Mitigating action	Opportunities
Council does not have the capacity to support a project of this scale in addition to the other projects the Council has in programme including the budget programme	of the project team will met by the Secretary of State.	
Other		

- 4.5 There are a number of significant risks arising from the creation of an independent organisation for the delivery of Children’s Services. However, there is the potential to create an organisation entirely focused on Children’s Services and this may bring innovation and new expertise which the Council within its resources alone may not achieve. Similarly, the Council continues to make steady improvement in delivery of Children’s Services and needs to remain focused on improvement whilst not becoming distracted on the work to externalise the services. There is the potential that a hiatus in improvement will be created by the transfer to and launch of the new organisation and we need to guard against that. The test of the new organisation will be whether it can in the medium term deliver greater and more sustainable improvement than can the Council through its slow and steady approach.

Human Rights Act and Other Legal Implications

- 4.6 The Secretary of State has exercised her powers under The Education Act 1996 in relation to the Council’s children’s service functions. The full scope and extent of these functions has not been finalised.
- 4.7 The legislative provisions allow either the Secretary of State to exercise the functions or give the Council such directions as the Secretary of State thinks expedient to enable the functions to be performed to an adequate standard.
- 4.8 Through the Direction, the Secretary of State has directed that a separate organisation be set up to carry out, what will be some of the Council’s children’s services functions. There will be no procurement exercise for the design or selection of the new organisation. The Council has therefore sought the necessary assurance that it will not be liable for any breach of procurement requirements.
- 4.9 It is expected that this organisation will then have a contract with the Council to deliver children’s social care functions. Although there is reference to this body as a “Trust” in the Direction, it is not expected that such a body would take the legal form of a trust.
- 4.10 Pending the set up of this external organisation, the Secretary of State has appointed a Commissioner, Ms Eleanor Brazil to establish the new organisation. The Commissioner is also tasked secure improvement in the Council’s performance of its children’s social care functions.
- 4.11 With the external organisation model, the Council would retain all its legal liabilities for the statutory duties. However, since the Secretary of State has made it very clear that he expects to see the services “out of council control”, the Council may have limited control over how the children’s social care functions are delivered or indeed to be able to hold to account the new organisation any failings. However, it

will not be until details over the nature of the new organisation, the services that are to fall in scope and the nature and extent of the Council's legal relationship with the new body have all been agreed, that the full legal implications for the Council will be known. Reports will be brought back to Cabinet to approve each key step at which time there will be a full assessment of the legal implications of such step.

- 4.12 Being public bodies, the Council and DfE must comply with the Public Sector Equality Duty (PSED). The implications the PSED will be covered in the key step reports to Cabinet.
- 4.13 The Memorandum of Understanding is not a legally binding document. However, the Department of Education have maintained their position that the Secretary of State is able to terminate the Memorandum of Understanding. This is not accepted. Should the Secretary of State (or indeed the Council) terminate the Memorandum of Understanding it is likely that the Secretary of State will take direct control of children's services.

Equalities Impact Assessment

- 4.14 An EIA is needed and will be carried out once the outcome of detailed discussions confirms the exact nature and extent of services that are to be impacted.

Workforce

- 4.15 There will be significant implications for the Council's workforce. The externalisation of the service area will involve a transfer of current employees to the new organisation which will take over the running of the service. There may be implications for other staff that currently undertake a support function for the service area. Until the Secretary of State confirms the scope of the functions to be externalised, the Council is unable to start any consultation processes. The draft Memorandum of Understanding provides for a TUPE transfer.

Outstanding concerns

- 4.16 The Board members are likely to be remunerated for their services and that this cost will fall on the contract payment. Whilst it will be important to attract good quality members, the Council will also be concerned to ensure that remuneration practice is within the guidelines for good practice in public sector appointments.

5 Supporting Information

- 5.1 In November and December 2013, Ofsted undertook an inspection under Ofsted's new inspection regime of the services for children in need of help and protection, looked after children and care leavers as well as a review of the effectiveness of the local safeguarding children board. On the 11th February 2014 Ofsted published its report and gave an overall judgement of Inadequate.
- 5.2 As a result, the Secretary of State appointed a review team to consider what arrangements should be in place for the future. The Review Team produced a report ("OPM report") in May 2014 with a set of recommendations. The terms of reference for the Review included "Which organisation arrangement outside the control of the Slough Borough Council should be implemented to provide the greatest likelihood of securing improvement" (page 5 OPM Report).

- 5.3 The Council submitted its detailed comments on the OPM draft report and proposed that a “Commissioner” model would be better than a Trust Model, whilst still meeting the Secretary of State’s criterion of putting the services outside of the Council’s control.
- 5.4 The Secretary of State confirmed that following all considerations they wished to pursue a Trust Model.
- 5.5 The Secretary of State issued a Direction dated 7th October 2014 which requires the Council’s children’s social care function to be delivered by an external body. Although there is reference to a set up of a “Trust” to deliver the services, in reality the legal entity to be created will not be a trust.
- 5.6 The Direction also provided for the appointment of a Commissioner to secure improvement in the Council’s performance of its children’s social care functions. The Commissioner is also tasked with establishing the new organisation.
- 5.7 The Secretary of State originally required that the parties agree a Memorandum of Understanding by 3 November 2014. However the DfE then recognised the necessity for Cabinet sign off and in practice it has taken longer to agree mutually acceptable document.
- 5.8 Since the appointment of the Commissioner senior officers have been working with the Commissioner and representatives of the DfE to develop a Memorandum of Understanding which helps to set out some key principles as well as the first steps in an implementation timetable for delivery of the new organisation.
- 5.9 The draft Memorandum is contained at Appendix A. The Memorandum sets out in general terms the nature of the way forward on the creation and delivery of the new organisation, its governance structure, where it is to operate from, agreeing the scope of the services that will be contracted out, as well as agreeing a timetable for the delivery of the contract. It also provides for the allocations of budgets and sets out some key targets in relation to the delivery of improvements to the contracted out services.
- 5.10 The DfE has confirmed that they will be starting their procurement processes for their professional teams shortly and hope they will in place by the new year. These teams will undertake both the due diligence and legal work for the Secretary of State to enable this project to move forward.

6 Other Options available

- 6.1 The Secretary of State has the power to remove children’s social care functions and the statutory accountability from the Council. This option has been considered by the Secretary of State and by the Council but is not being pursued. It is however an option that is still available to both parties should the programme of work now being embarked upon fail to reach a mutually satisfactory conclusion.

7 Conclusion

- 7.1 It is recommended that the Council proceeds with completing the Memorandum of Understanding to enable compliance with the Secretary of State’s Direction. There will be a range of key decisions that will flow from the implementation of the

requirements of the Memorandum. Reports will be brought outlining the key decisions being sought to ensure both scrutiny and transparency.

8 Appendices Attached (if any)

'A' Draft MOU

9 Background Papers

'1' OPM Report dated May 2014

'2' Direction dated 7.10.2014

'3' Covering Letter dated 7.10.2014

'4' Leader's response to the Secretary of State 23.9.2014

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This **Memorandum of Understanding** dated 2014 is made between the Secretary of State for Education (“the Secretary of State”) and Slough Borough Council (“the Authority”)

Background & Purpose

1. The Secretary of State has issued a Direction dated 7th October 2014 under Section 497A(4B) of the Education Act 1996 which is attached to this document.
2. The objective of the Direction is to secure improvements to the Authority’s children’s social care functions.
3. The Secretary of State has directed the way to secure the improvements is for the externalization of the Authority’s children’s social care functions to an organisation which is completely independent of the Authority as the most effective way to secure redesign of the service.
4. The Secretary of State has also appointed a Commissioner for Children’s Social Care to secure improvement in the Authority’s performance of its children’s social care functions and also to set up a new independent organization to carry out the Authority’s children’s social care functions.
5. The Secretary of State Dfe requires the Authority to enter a Memorandum of Understanding (“MOU”) to support the delivery of the change program.
6. In accordance with the terms of the Direction, the Authority is required to comply with any instructions of the Secretary of State or the Commissioner in relation to the exercise of their children’s social care functions and in relation to the establishment, setting up and carrying on of the new organisation.

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7. The purpose of this Memorandum of Understanding (“MoU”) is to set out how the Parties, the Commissioner and the new organisation will work to establish the new organisation so that it is able fully to deliver the improvements to the quality of the services and the Vision set out below, in a timely way and in accordance with the timetable set out in this MoU.

8. The Parties do not intend this MoU to be legally binding or to create legal relations between them. The Parties agree that they will use all reasonable endeavours to comply with the terms and the spirit of this MoU.

9. The Secretary of State does not intend to use her power under section 497A(4A) of the 1996 Act at this stage to establish the new organisation as her nominee, to exercise functions, but instead intends to direct the Authority under section 497A(4) of the 1996 Act to enter into arrangements with the new organisation to exercise functions on behalf of the Authority. For the avoidance of doubt, the Secretary of State retains her ability to use her power under section 497A(4A) of the 1996 Act if she considers it necessary to do so. This would mean that functions would be exercised by the Secretary of State or her nominee, rather than on behalf of the Authority.

Period

10. This MoU will come into effect once both Parties have signed and the document has been dated. It will remain in force until the contract between the Authority and the new organisation, for the performance of specified children’s services functions (‘the Contract’) comes into effect, pursuant to and in accordance with a further Direction issued by the Secretary of State, unless otherwise directed or agreed by the Parties.

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Participants

11. All participants will be expected to work together in a collaborative and cooperative fashion throughout the project. This will include the Chair, Chief Executive and other senior leaders of the new organisation once appointed.
12. The Secretary of State will be represented by the following:
 - (a) the Commissioner
 - (b) the Department for Education (DfE) Project Team, who will have responsibility for supporting the Commissioner in her role, and representing the DfE in project governance;
 - (c) the DfE Improvement Case Lead, who will have responsibility for reporting to the Commissioner on ongoing improvements to children's social care services;
13. The Dfe will be supported by :
 - (a) a professional services partner, with responsibilities including project management and governance, and due diligence; and
 - (b) a legal services partner, to provide legal services to the DfE and the new organisation, in particular in relation to registering the new organisation, drawing up the contract, and facilitating the transfer of staff to the new organisation;
14. The Authority will be supported by
 - (a) Project Lead: Ruth Bagley, Chief Executive
 - (b) Transformation Team Lead: Roger Parkin Strategic Director Customer and Community Services

Vision

15. Our vision for the new organisation is to 'get it right for children'. We envisage a tightly-focused organisation with strong independent leadership, an innovative approach to designing services that best meet the needs of children and families

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in Slough, protecting those children most at risk and ensuring that their immediate experience of services is good. Our ambition is that the new organisation will achieve an Ofsted rating of Good within 3 years of coming into effect and Outstanding within 5 years.

16. The organisation will be independent yet maintain close links with the Council as a provider of universal services. It will use the local knowledge, expertise and influence of the Council and other local partners to improve its core services. The Council will support it using its democratic advocacy to promote safeguarding within the community and raise awareness of high risks such as child sexual exploitation, domestic abuse and violence.

New Organisation Model

17. As a key part of the wider children's system in Slough, the new organisation will:
 - (a) be independent of the Authority.
 - (b) play an important and active role in local partnerships, in the interests of children and their families.
 - (c) deliver specified children's social care functions on behalf of the Authority in the most effective way to realise the Vision set out in this MOU.
 - (d) be responsible for, and have control over, its own finance, employment, human resource arrangements and property requirements and will have responsibility for the day to day delivery of the specified functions
18. The Authority will not carry any risk as a result of not following any necessary procurement processes as a result of implementing the Direction.
19. The Parties are considering which legal vehicle for the new organisation is the most suitable and a decision as to which model to adopt will be taken by 30th January 2015.

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20. The vehicle must ensure that it can deliver the services in the most effective way to secure the Vision and will have the necessary ability and credibility to do so.
21. The Contract will provide for the nature of the relationship between the Authority, the new organisation and a third party role of the Secretary of State. The Parties intend that the Contractual relationship will appropriately reflect the Authority's statutory accountability. The new organisation will be subject to the public sector's scrutiny requirements.
22. To ensure the new organisation is meeting the Vision, the Contract will provide for targets for the organisation to meet. These will include the organisation being required to achieve a Good rating on the Ofsted scale within 3 years of the start of the Contract and an Outstanding rating within 5 years of start of the Contract.
23. The new organisation will be led by an independent Board. The structure and size of the Board will be agreed by the parties once the legal model has been finalised. The Board members will be made up of a mixture of experts in children's social care, along with those that have suitable skills for appointments to a corporate structure exercising high public risk functions, they will also aim to have those with adequate local knowledge and sensitivity, and will between them have the required skills and experience to ensure that the new organisation delivers the Vision.
24. The Parties (if appointed the Chair of the new organisation) , will agree an appointments process for appointments to the Board and senior management roles. Such process will reflect the good practice for public appointments. The appointments process will provide for :
 - (a) the Chair of the Board will be appointed by the Commissioner, on behalf of the Secretary of State. Other Board members will be appointed by the Chair, subject to the approval of the Secretary of State. The structure and size of the Board will be agreed by the parties once the legal model has been finalized.

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- (b) the Chief Executive will be appointed by a panel made up of the Commissioner, the Chair, a representative of the DfE and a nominated representative of the Authority.

- 25. The new organisation will appoint its own staff not covered by the transfer of staff from the Authority.

- 26. The children's social care functions to be delivered by the new organisation in accordance with the terms of a further Direction to be issued by the Secretary of State will be determined with reference to the wider range of services provided by the Authority which affect children in Slough. By 31st December 2014, the Parties will agree an outline scope of the functions to be delivered by the new organisation, drawing on the recommendations in the OPM report dated June 2014.

- 27. The outline scope of children's social care functions to be delivered by the new organisation will enable the Parties to identify which staff will be eligible for transfer. The range of staff eligible for transfer will be in line with TUPE requirements. The conditions of service of transferring staff to the new organisation, including pension arrangements, will remain in line with a TUPE transfer.

- 28. The Authority is not expected or required to meet the set up costs of the new organisation, nor any of the additional costs incurred by virtue of the children's social care functions covered by the terms of the further Direction being delivered by the new organisation.

- 29. The parties agree the importance of enabling the new organisation to quickly build capacity, including through the appointment of senior staff. This will allow the new organisation's key representatives as identified to participate in and influence key decisions. During the set-up period, all the costs of recruitment and

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reimbursement of such appointments will be included in the set up costs of the new organisation and be met by the DfE.

30. In relation to the costs of compliance with the Direction The Secretary of State will meet the costs of the Commissioner, the professional services and legal services and the DfE project team costs. The Secretary of State will also meet the all the reasonable costs of the Authority, its project team including the Authority's professional services costs in relation to complying with the Direction and the MOU.
31. The Secretary of State will also take advice from the Commissioner on the resources needed for improvements to the exercise of the Authority's children's social care functions during the set-up period and meet the costs of the additional resources that are needed.
32. The Authority and the new organisation will agree an initial 3 year budget for the new organisation. In drawing up the budget, the Authority and the new organisation will take into account the Authority's savings targets.
33. Throughout the budget discussions, the Authority and the new organisation will work together to understand current and future demand for children's social care services within the Authority's area and to consider the future financial viability of the Authority.
34. The contract will provide for how future budgets will be agreed.
35. The new organisation will be operational in shadow form once the organisation has been registered and a Chair appointed, which will be by 31st March 2015.
36. The Parties will be aiming to have the new organisation fully operational with a Contract with the Authority as soon as possible, informed by professional due diligence.

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37. By 31st January 2015, the Parties will agree an outline implementation timetable for the design, delivery and operational effect of the new organisation which will include the contract start date. This timetable will take account of the Parties decision making processes. The implementation timetable will be regularly updated.
38. The parties agree to explore options for the new organisation to have its own unique identity, including the potential for separate headquarters and the development of public facing premises. The operational offices of the organisation and any other premises will be within the Authority's boundaries and the location will be agreed at least 3 months before the new organisation is fully operational.
39. Throughout the establishment of the new organisation the Parties will ensure regular communication with staff and local partners will be a high priority.
40. The Authority, the DfE and the new organisation will align their external communications to ensure public confidence and consistency during the set-up period.
41. The Parties will abide by the requirements of each of the Parties' purdah periods as and when those periods may arise.
42. The arrangements under this MoU will be kept under review and can be amended at any time by joint decision of the Parties in writing. The arrangements under this MoU can be terminated by the Secretary of State.
43. The Parties will agree the scope and confidentiality of information sharing which will take place during the period of this MoU, including access to the Authority's financial and management reporting records and systems.

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44. Any dispute that may arise as to the interpretation or application of the MoU will be settled by discussion between the Parties. If a dispute fails to be resolved, the matter will be put to the Secretary of State for decision.

45. In the event the Parties wish to amend the MOU, they can do this if the decision to amend is agreed by both parties. If there is any fundamental change to the MOU, the Authority is required to seek Cabinet approval for such. The decision on whether there is a fundamental change is if the Authority's lawyers deem it as such.

Signatures

For Secretary of State for Education

For Slough Borough Council

Direction dated 7.10.14

**DIRECTION UNDER SECTION 497A(4B) OF THE EDUCATION ACT 1996
TO SLOUGH BOROUGH COUNCIL**

WHEREAS

1. The Secretary of State for Education (“the Secretary of State”), has carefully considered the following reports in respect of Slough Borough Council (“the authority”):
 - a. Ofsted’s inspection of safeguarding and looked after children services of the authority, published on 1 June 2011;
 - b. Ofsted’s inspection of services for children in need of help and protection, children looked after and care leavers of the authority and review of the effectiveness of the Local Safeguarding Children Board, published on 11 February 2014; and
 - c. OPM’s independent review of the authority’s children’s services, ‘Slough Children’s Social Care Services: Report to Department for Education’, published on 15 July 2014.

2. The Secretary of State is satisfied that the authority are failing to perform to an adequate standard, or at all, some or all of the functions to which section 497A of the Education Act 1996 (“the 1996 Act”) is applied by section 50 of the Children Act 2004 (“children’s social care functions”), namely:
 - a. social services functions, as defined in the Local Authority Social Services Act 1970, so far as those functions relate to children;
 - b. the functions conferred on the local authority under sections 23C to 24D of the Children Act 1989 (so far as not falling within paragraph (a) above); and
 - c. the functions conferred on the authority under sections 10, 12, 12C, 12D and 17A of the Children Act 2004.

3. The Secretary of State proposes:
 - a. to appoint a person (“the Commissioner for Children’s Social Care”) to:
 - i. act on behalf of the Secretary of State for the purposes of this direction;
 - ii. secure improvement in the authority’s performance of its children’s social care functions pending the formation of a company (“the Trust”) to exercise those functions;

- b. to establish, or secure that the Commissioner for Children's Social Care establishes, the Trust.
4. The Secretary of State, having considered the representations made by the authority, considers it expedient, pursuant to her powers under section 497A(4B) of the 1996 Act, to direct the authority, as set out below, in order to ensure that the authority's children's social care functions are performed to an adequate standard.

NOW THEREFORE

5. Pursuant to her powers under section 497A(4B) of the 1996 Act, the Secretary of State directs that the authority shall:
- a. comply with any instructions of the Secretary of State or the Commissioner for Children's Social Care in relation to the authority's exercise of their children's social care functions;
 - b. in relation to the establishment, setting up or carrying on of the Trust:
 - i. comply with any instructions of the Secretary of State or the Commissioner for Children's Social Care;
 - ii. provide such assistance to the Secretary of State or the Commissioner for Children's Social Care as they may require;
 - iii. cooperate fully with the Secretary of State and the Commissioner for Children's Social Care.

Signed on behalf of the Secretary of State for Education

A handwritten signature in black ink, appearing to read 'Graham Archer', is written over a horizontal line.

Graham Archer
A Senior Civil Servant in the Department for Education

Date: 7th October 2014

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