

# **Memorandum of Understanding**

**Title: The SEND and AP Change Programme agreement between Department for Education (DfE) and Change Programme Partnership Lead Local Authority (LA)**

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## 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: 31/6826 – Revenue).

The Treasury has consented to payment of this grant.

### 1. Background

- 1.1. The Special Educational Needs and Disabilities (SEND) and Alternative Provision (AP) Change Programme referenced in both [The SEND and AP Green Paper \(March 2022\)](#) and [The SEND and Alternative Provision Improvement Plan \(March 2023\)](#), is designed to test and refine significant system-level SEND and AP reforms.
- 1.2. The programme aims to demonstrate whether proposed system reforms will collectively drive the much-needed improvements in outcomes and experiences for children and young people with SEND or in AP and their families, whilst delivering a financially stable SEND and AP system, avoiding unintended consequences.
- 1.3. The change programme will establish regional Change Programme Partnerships (CPPs) to test and refine SEND and AP reforms, building the necessary evidence base to inform future decisions on embedding those changes across the system via legislation and/or funding. It is not a series of pilots or interventions, but a way of testing whole system change in an area.
- 1.4. The change programme will test reforms that fall broadly into the following four policy areas:
  - 1.4.1 National Standards;
  - 1.4.2 Partnership, Plans and Dashboards;
  - 1.4.3 AP Service; and
  - 1.4.4 Commissioning Reform
- 1.5. We will jointly fund with National Health Service England (NHSE), the Early Language Support for Every Child (ELSEC) Pathfinders. The ELSEC Pathfinders will test new models of working to meet the speech and communication needs of children and young people in education settings, by giving them swifter access to specialist support. One LA in each CPP will run the ELSEC Pathfinder in partnership with the Integrated Care Board (ICB).

## **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 SEND and AP Change Programme between DfE and CPP Lead LAs.
- 2.2. Lead LAs are to undertake the activities in accordance with the expectations of this MOU.
- 2.3. Where there is a joint leadership model, one LA will lead on finances and the remaining responsibilities, as outlined in this MOU, will be shared amongst the partnership. For the purposes of this MOU the LA with financial responsibilities will be referred to as a Lead LA.

## **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 Lead 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 Lead LA or any person acting on behalf of the Lead 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: 31/6826– Revenue) sent to the Lead 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. Please note that

we are intending to run the programme to the end of August 2025, but for the purposes of this MOU, the Grant Period ends 31 March 2025.

- 4.1.5. Strategic Guidance: a document that will be sent out to all the LAs participating in the programme providing detailed guidance on the programme.
- 4.1.6. Strategic Delivery Plan: a plan which is agreed by with the Lead LA and Partner LAs in the CPP setting out ways of working and how the funding will be used for the programme. For the joint leadership model, this should also set out the leadership roles of LAs within the CPP.
- 4.1.7. Policy Guidance: a document that will be sent out to all the LAs participating in the programme providing detailed information on the reforms that will be tested.
- 4.1.8. 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 Lead LA has been paid based on the understanding that the funding be used solely for the purposes of the SEND and AP Change Programme including the ELSEC Pathfinder.
- 5.2. The Secretary of State will provide the funding as described in the Grant Determination letters 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 i) adjust future payments, in line with the agreed payment profile and ii) collect accurate information on the actual cost of the on implementing policy reforms and system change.

## **6. Expectations of the Lead Local Authority (LA) role [or all LAs in the jointly led CPP model]**

The Lead LA is asked to:

- 6.1. **Test and refine the package of reforms in their local area** as set out in Policy Guidance which will be shared with LAs. This includes ensuring consistent testing across the CPP according to the Policy Guidance provided by DfE. The ELSEC Pathfinder LA should adhere to the requirements set out in Annex C.

## **6.2. To provide leadership across the Change Programme Partnership (CPP)**

- 6.2.1. Set up and lead the CPP, including a board comprising of key stakeholders.
- 6.2.2. Lead the production of a Strategic Delivery Plan (see section 4.1.6).
- 6.2.3. Produce a Communication Plan in partnership with DfE and the Delivery Partner.

## **6.3. To drive change and share practice, including:**

- 6.3.1. Facilitating CPP participation in a feedback loop with DfE. This means providing continuous insights on learning from testing. This will include attendance at regular meeting with DfE policy colleagues.
- 6.3.2. Facilitating the provision of experts from across the CPP for DfE's policy expert groups to support co-production as required.
- 6.3.3. Using expertise and strong practice to support other LAs in the CPP and in the Taskforce Phase, other LAs in the Region. The Taskforce Phase will include:
  - 6.3.3.1. Identifying areas in need of support within the region: and
  - 6.3.3.2. developing a menu of support, this could include leadership support for example, but at a minimum will include support to develop a Strategic Partnership and Local Area Inclusion Plan.

## **6.4. To manage and disburse funding across the CPP including:**

- 6.4.1. Disbursing funding to Partner LAs as agreed in the Strategic Delivery Plan.
- 6.4.2. Grant payments will be made in three instalments in each financial year. ELSEC payments will be included in the first two instalments in each financial year.
- 6.4.3. Ensuring that funding is used for the purpose of the programme.
- 6.4.4. Adhering to the guidance set out on eligible expenditure (see section 10) and financial irregularities (see section 11), the Lead LA should inform DfE Delivery Team as soon as is reasonably practicable if an underspend is forecast.

6.4.5. The ELSEC Pathfinder site will be expected to pool the funding received from NHSE and DfE and work in partnership with the ICB to deliver the Pathfinder.

#### **6.5. To monitor progress and delivery**

6.5.1. The Lead LA will comply with the expectations regarding updating on progress on delivery, spend and evaluation set out in the MOU and Strategic Guidance.

6.5.2. Monitoring and maintaining progress against the Strategic Delivery Plan.

6.5.3. Updating on progress from across the CPP, to the SEND and AP Change Programme Delivery Partner and DfE Delivery Team.

6.5.4. Identifying, resolving, and escalating barriers or challenges to delivery.

6.5.5. Managing and monitoring the use of funding across the CPP including for Partner LAs and the ELSEC Pathfinder. It is important to understand the costs of system change and the allocation of funding for any future wider roll out.

6.5.6. The Lead LA will provide data to monitor and evaluate progress against the aims and outcomes of the programme as set out in the strategy guidance document. DfE will develop data sharing agreements where required.

#### **6.6. To work with and develop relationships with a range of partners** including but not limited to:

6.6.1. Partner LAs - Lead LAs will work with Partner LAs in the CPP to deliver the requirements of the programme. It is advised that the Lead LA will develop a MOU with each LA that is participating in the programme. Where there is a joint leadership model, we anticipate that a MOU between all parties should be developed collectively. An example MOU that Lead LAs can use is set out in Annex D)

6.6.2. ICBs – who will also be co-leading the ELSEC Pathfinder with the one LA from the CPP.

6.6.3. Other stakeholders such as schools, post 16 institutions, early years, and other representative bodies with an interest in the SEND and AP system.

- 6.6.4. The external Delivery Partner – The Lead LA and Partner LAs will have the support of an external Delivery Partner and work with them in the same capacity as DfE officials. This could include support around project implementation and change management; project monitoring; SEND and AP system transformation and capturing and sharing learning across the sector.
- 6.6.5. Evaluation Partner – The Lead LA and Partner LAs will work collaboratively with the Evaluation Partner (evaluator) to support the aims of the programme evaluation and to participate in evaluation activities including, but not limited to, interviews, focus groups, surveys, and quantitative data collection. Where possible, DfE and the evaluator will work with local authorities to utilise existing data collections and identify approaches which minimise burden on local authorities. We will work with LAs on any data requirements.

## **7. Delivery expectations of DfE**

- 7.1. The DfE Change Programme Delivery Team will work directly with CPPs. They will aim to provide additional support to local areas and will spend time in each CPP at least once a week. Support may include facilitation, helping to remove any blockers to delivery, attending feedback meetings and steering groups.
- 7.2. DfE will also commission support through an external Delivery Partner (see 6.6.4.). The Delivery Partner will provide direct support to areas and will form clusters with the DfE Delivery Team.
- 7.3. DfE will provide Strategic Guidance and Policy Guidance (see 4.1.6 and 4.1.7)
- 7.4. The DfE Delivery Team will co-ordinate and liaise with the evaluators and Delivery Partners of other DfE programmes such as ELSEC, Children’s Social Care Reform Pathfinders and Pilots, and Delivering Better Value (DBV), to ease the burden on LAs and reduce the risk of duplication and overlap.

## **8. Funding arrangements**

- 8.1. The Secretary of State will provide the funding for the Change Programme to the Recipient in accordance with the Grant Determination Letters and the process described in paragraph 8 b.

- 8.2. There will be three instalments of funding in each financial year. See table 1 and Table 2
- 8.3. In the financial year 2023-24 the first payment will be made on signing the MOU. The second payment will be made once the CPP has produced a Strategic Delivery Plan.
- 8.4. Payments for 2024-25 will be made contingent on a review of Change Programme delivery and the Recipient's expenditure statements for the previous financial year.
- 8.5. The Recipient will notify the Secretary of State as soon as is reasonably practicable if an underspend is forecast.

Table 1 Funding amounts per CPP

Activity	Year 1	Year 2	Total
CPP Testing of reforms and Taskforce activities	£1,986,666.67	£3,909,833.33	£5,896,500.00
For ELSEC Pathfinder LA (one LA only)	£251,653.11	£251,653.11	£503,306.22
<b>Total</b>	<b>£2,238,319.78</b>	<b>£4,161,486.44</b>	<b>£6,399,806.22</b>

Table 2 – Funding payments expected dates of payment

Month	FY23/24	FY24/25
Sep-23	£409,636.08	
Dec-23	£977,255.13	
Feb-24	£851,428.57	
Jun-24		£1,554,930.89
Oct-24		£1,303,277.78
Feb-25		£1,303,277.78
<b>Total</b>	<b>£2,238,319.78</b>	<b>£4,161,486.44</b>

## 9. Reporting and Evaluation

- 9.1. The Recipient will comply with the expectations regarding reporting and evaluation set out in the Information and Guidance booklet. The Recipient will work with the Secretary of State to provide the necessary information and data to monitor and evaluate progress against the aims and outcomes of the Pilot



as set out in the Guidance and Information booklet. This is in addition to the reporting requirements outlined in paragraph 9.3

- 9.2. The Secretary of State will financially monitor the grants provided to the Lead LA on a half-yearly basis using a financial template similar to the one supplied at Annex A.
- 9.3. On completion of each financial year, a final 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 will be in a similar format to the interim Statements of Grant Usage and must be certified by the Lead 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 (see Table 3).

Table 3 – Grant Statement of Usage dates

Description	Date
<b>Year 1 - Final Statement of Grant Usage</b>	<b>30 April 2024</b>
<b>Year 2 – Interim Statement of Grant Usage</b>	<b>31 October 2024</b>
<b>Year 2 - Final Statement of Grant Usage</b>	<b>30 April 2025</b>

- 9.4. The Interim Statement of Grant Usage must provide details of eligible expenditure as per activity set out in the strategy guidance document. The Interim Statement of Grant Usage may be signed by the Lead LA’s Financial Director or someone with delegated authority. This will be compiled by monthly updates on spend (see Annex B).
- 9.5. The Final Statement of Grant Usage submitted to the Secretary of State must be accompanied by a report from the Lead LA’s Chief Executive or Chief Finance Officer setting out whether he or she has received an audit opinion from the Lead 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.

- 9.6. Where DfE identifies that the Lead LA is not performing adequately in delivering the Programme, the Lead LA will agree an action plan with the Department.
- 9.7. This MOU will be revisited and revised if necessary one year from date of signing.

## **10. Eligible Expenditure**

- 10.1. Eligible Expenditure means payments made by the Lead LA, or any person acting on behalf of the Lead LA, during the Grant Period for the purposes of the Change Programme.
- 10.2. If the Lead LA (or any Partner LA) incurs any of the following costs, they must be excluded from Eligible Expenditure:
- 10.2.1. Contributions in kind;
  - 10.2.2. payments for activities of a political or exclusively religious nature;
  - 10.2.3. depreciation, amortisation, or impairment of fixed assets owned by the authority;
  - 10.2.4. input VAT reclaimable by the authority from HM Revenue & Customs;
  - 10.2.5. interest payments or service charge payments for finance leases;
  - 10.2.6. gifts, other than promotional items with a value of no more than £10 in a year to any one person;
  - 10.2.7. 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
  - 10.2.8. statutory fines, criminal fines, or penalties.
- 10.3. The Lead LA must not deliberately incur liabilities for Eligible Expenditure before there is an operational need for it to do so.
- 10.4. For the purpose of defining the time of payments, a payment is made by the Lead LA when money passes out of its control (or out of the control of any person acting on behalf of the Lead LA). 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.

## **11. Financial Irregularities**

11.1. If the Lead LA has any grounds for suspecting financial irregularity in the use of any Grant paid under this MOU, the Lead 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 SEND and AP Change Programme.

## **12. Records**

12.1. The Lead LA should keep a record of expenditure funded partly or wholly by the Grant and retain all accounting records relating to that expenditure.

12.2. Accounting records should include purchase orders, original invoices, receipts, accounts, and deeds, whether in writing or electronic form.

12.3. The Lead LA should make these available at any reasonable time for inspection by officials from Secretary of State or their representatives or by the Comptroller and Auditor General or his representatives.

## **13. Breach of MOU Provisions**

13.1. If the Lead 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 the Lead LA, or any amount is paid by the Secretary of State or the Lead LA in error, the Secretary of State may reduce, suspend or withhold Grant payments to the Lead LA and can ask the Lead 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 Lead LA.

## **14. Termination**

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

## **15. Amendment of this MOU**

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

## **16. Agreement of the MOU**

16.1. The Lead 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 – SENDAP Change 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 Lead 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>	SENDAP Change 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 Lead 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	SEND AP CHANGE PROGRAMME
FINANCIAL YEAR	[Insert Financial Year]

Expenditure - Delivery	(£)
<b>TOTAL EXPENDITURE</b>	
Under spend on Grant (if applicable)	



## **Annex B - Local Authority monthly spend update**

Reporting on spend each month should not be burdensome to the Lead LA and the DfE Delivery Team will work with each Lead LA to ensure this.



Month Spend  
Report.xlsx

## **Annex C – Requirements of Delivery of Early Language Support for Every Child ( ELSEC) Memorandum of Understanding (MOU)**

The information set out in Annex C is for the ELSEC Pathfinder and is in addition to the information set out in the main MOU.

If the Lead LA is not the ELSEC Pathfinder this information should be included in the MOU between the Lead LA and Partner LA.

### **1. Background**

- 1.1. The Community Health Services Situation Report shows Speech and Language Therapy is the Community Service with the largest waiting list for Children and Young People (CYP). There is significant and mounting attention on the size and length of waits where CYP have been referred for Speech and Language Therapy (SaLT) Interventions. Questions and issues raised by Ministers, the media (including the Health Science Journal, The Independent, The BBC, The Times, and the NHS Confederation), as well as from key stakeholders such as the National Network of Parent Carer Forums (NNPCF) and the Royal Colleges demonstrate increased interest on improving the support for CYP with Speech, Language and Communication Needs (SLCN).
- 1.2. The SEND and Alternative Provision Green Paper was published in March 2022 and sets out ambitious proposals to improve outcomes and experiences for CYP with SEND and AP, with access to the right support, in the right place, and at the right time, whilst supporting increased financial sustainability. The paper was positive about the opportunities for partnership working across Education, Health, and Care.
- 1.3. The ELSEC programme has been developed and co led by teams across National Health Service England (NHSE) and Department for Education (DfE) to improve support for CYP with SLCN.
- 1.4. The Pathfinders will be implemented through the DfE's Change Programme and will contribute to the aims of the Change Programme which was designed to test and refine significant system-level SEND and AP reforms.
- 1.5. The programme aims to demonstrate whether proposed system reforms will collectively drive the much-needed improvements in outcomes and experiences for children and young people with SEND or in AP and their families, whilst delivering a financially stable SEND and AP system, avoiding unintended consequences.

- 1.6. The change programme will establish regional Change Programme Partnerships (CPPs) to test and refine SEND and AP reforms, building the necessary evidence base to inform future decisions on embedding those changes across the system via legislation and/or funding. The Pathfinders will run in one LA in each CPP.
- 1.7. Any pathfinders would be required to work with any existing local offers such as the Family Hub offer as well as aligning the aims to key local priorities for CYP.

## 2. Detail of the Pathfinder

The ELSEC Pathfinder aims to:

- 2.1. **Improve early identification and support for CYP with SLCN** - Children and young people in the ELSEC pathfinder sites with SLCN have needs identified earlier and appropriate support (whether this is universal, targeted or specialist) is put in place at an early stage.
- 2.2. **Reduce rate of specialist referrals** - The ELSEC pathfinders will deliver universal and targeted support offers, reducing risk of exacerbation of need leading to specialist SaLT resource utilisation that includes Education, Health, and Care Plan (EHCP) provision. 'Unnecessary' and expensive referrals for SaLTs and EHCPs will be avoided as SLCN will be identified early and appropriate support provided quickly.
- 2.3. **Increase workforce capacity** - Innovative workforce models are tested, with emphasis on utilisation of Speech and Language Therapy Assistants, to improve capacity and knowledge of workforce that support children with emerging/mild to moderate SLCN in early years and school settings.
- 2.4. **Improve quality of data and evidence** - To produce a body of evidence that can be used to support future policy and legislation, and as 'proof of concept' for early intervention and support for children and young people to be considered for wider roll out beyond the 2 year project timeframe.
- 2.5. **Improve join up between health and education** - The ELSEC programme is co-funded and co-led by DfE and NHSE. The pathfinders will be funded by Integrated Care Boards (ICBs) and LAs who will pool money for pathfinders, and health workers will carry out assessments and interventions in early years settings and primary schools.
- 2.6. The pathfinder sites will be confirmed by end August 2023.

2.7. Though we will allow local systems to determine the specifics of the programme based on local need, we want to support the development of integrated pathways across education providers, Local Authority and NHS Services to trial new ways of working between health and education to:

2.7.1. Provide earlier identification and support to children and young people with SEND to reduce the number of CYP requiring specialist level SaLT and formal EHCP to have their needs met.

2.7.2. Achieve evidence of impact and good practice for new ways of working to better and earlier identify and support children with SLCN that could be rolled out more widely.

2.7.3. Test the impact on pupil outcomes such as attendance, attainment, behaviour, and mental health and wellbeing over the 2 years of the pilot.

2.7.4. Begin to see evidence of a reduction of waiting lists for SLCN over time.

2.7.5. Create and deliver a national standard of training for support workers to assess and deliver early intervention through collaboration across sites.

### **3. Funding**

3.1. All ELSEC pathfinder sites will be co-funded by DfE and NHSE and will receive just over £1million in total over the 2 year project lifetime. This funding will be distributed in 2 instalments in each financial year.

3.2. Funding will be distributed by DfE to LAs and by NHSE to ICBs. The ICB and Pathfinder LA will be expected to pool the funding received from NHSE and DfE and work in partnership to deliver the programme.

3.3. Pathfinder sites should use the funding for the recruitment and training of staff delivering ELSEC interventions or associated administration, or to increase the scope / training and skillset of colleagues and administrators who are already in post.

3.4. Should the delivery of any pathfinder be paused or terminated in accordance with the terms of this MOU, funding will cease, pending discussion and agreement of an appropriate course of action between the Parties to this MOU.

Payment 1 – Delivery - recruitment of all staff required for ELSEC staff

Payment 2 – Delivery

The total funding for the ELSEC Pathfinder is as follows:

<b>Team/Organisation</b>	<b>23/24</b>	<b>24/25</b>	<b>Total</b>
<b>DfE</b>	£2,264,878	£2,264,878	£4,529,755
<b>NHSE CYP Transformation</b>	£1,132,438.75	£1,132,438.75	£2,264,877.50
<b>NHSE CYP Community Services</b>	£1,130,000	£1,130,000	£2,260,000
<b>Total cost</b>	<b>£4,527,316.75</b>	<b>£4,527,316.75</b>	<b>£9,054,633.50</b>
<b>Amount per Pathfinder site</b>	<b>£503,035.19</b>	<b>£503,035.19</b>	<b>£1,006,070.39</b>

- 3.5. DfE will send money via Section 31 grant to the relevant LA linked to the ELSEC pathfinder via the relevant CPP and Lead LA. Where the LA identified for ELSEC is different from the lead LA, the lead LA will pass through the funding on behalf of the CPP.
- 3.6. The LA and ICB will be expected to pool the funding through another MOU and distribute to the ELSEC pathfinder site. NHSE and DfE will co-ordinate the timing of the funding to ensure it is aligned.

#### **4. Collaboration**

- 4.1. Lead LAs, ELSEC LAs, NHSE and the DfE are committed to working collaboratively in the spirit of partnership - working jointly and openly to ensure the success of the ELSEC pathfinders.
- 4.2. Be open - communicate openly about major concerns, issues or opportunities relating to the wider Change programme as well as ELSEC pathfinders, ensuring regular update meetings.
- 4.3. Jointly solve problems - work together to solve problems and unblock barriers that may arise over the course of the pathfinders.

- 4.4. Work at pace - recognise the time-critical nature of the pathfinders and work to deliver in the expected timeframe.
- 4.5. Share learning – through attendance at ELSEC lead network events and other relevant events organised by the ELSEC Delivery Team, Delivery Partner, Evaluation Partner, or Clinical Reference Group

## **Annex D – Supporting text for MoU’s between Lead LAs and Partner LAs in the CPP**

The text below can be used by Lead LAs in their arrangements with Partner LAs in the Change Programme Partnership (CPP).

### **1. Background**

- The Special Educational Needs and Disabilities (SEND) and Alternative Provision (AP) Change Programme (change programme) referenced in both [The SEND and AP Green Paper \(March 2022\)](#) and [The SEND and Alternative Provision Improvement Plan \(March 2023\)](#), is designed to test and refine significant system-level SENDAP reforms.
- The programme aims to demonstrate whether proposed system reforms will collectively drive the much-needed improvements in outcomes and experiences for children and young people with SEND or in AP and their families, whilst delivering a financially stable SEND and AP system, avoiding unintended consequences.
- The change programme will establish Change Programme Partnerships (CPPs) to test and refine SEND and AP reforms, building the necessary evidence base to inform future decisions on embedding those changes across the system via legislation and/or funding. It is not a series of pilots or interventions, but a way of testing whole system change in an area.
- The change programme will test reforms that fall broadly into the following four policy areas:
  - National Standards,
  - Partnerships, Plans and Dashboards,
  - AP Service
  - Commissioning Reform
- We will jointly fund with National Health Service England (NHSE), the Early Language Support for Every Child (ELSEC) Pathfinders. The ELSEC Pathfinders will test new models of working to meet the speech and communication needs of children and young people in education settings, by giving them swifter access to specialist support. One LA in each CPP will run the ELSEC Pathfinder in partnership with the Integrated Care Board (ICB).

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

- The purpose of the MOU is to formalise the working relationship and expectations relating to the SEND and AP Change Programme between CPP Lead LAs and Partner LAs.

## **3. About the Grant**

- The Grant paid to the Lead LA has been paid based on the understanding that the funding be used solely for the purposes of the SEND and AP Change Programme including the ELSEC Pathfinder.
- The Lead LA will set up arrangements with Partner LAs so that the Lead LA can meet their obligations for the SEND and AP Change Programme Grant.

## **4. Expectations of the Lead LA**

- **Test and refine the package of reforms in their local area** as set out in Policy Guidance which will be shared with LAs. This includes ensuring consistent testing across the CPP according to the Policy Guidance provided by DfE.
- **To provide leadership across the Change Programme Partnership (CPP)**
  - Set up and lead the CPP, including a board comprising of key stakeholders.
  - Lead the production of a Strategic Delivery Plan (see section 4.1.6).
  - Produce a Communication Plan in partnership with DfE and the Delivery Partner.
- **To drive change and share practice**, including:
  - Facilitating CPP participation in a feedback loop with DfE. This means providing continuous insights on learning from testing. This will include attendance at regular meeting with DfE policy colleagues.
  - Facilitating the provision of experts from across the CPP for DfE's policy expert groups to support co-production as required.
  - Using expertise and strong practice to support other LAs in the CPP and in the Taskforce Phase, other LAs in the Region. The Taskforce Phase will include:
    - Identifying areas in need of support within the region: and
    - developing a menu of support, this could include leadership support for example, but at a minimum will include support to develop a Strategic Partnership and Local Area Inclusion Plan.



- **To manage and disburse funding across the CPP** including:
  - Disbursing funding to Partner LAs as agreed in the Strategic Delivery Plan.
  - Grant payments will be made in three instalments in each financial year. ELSEC payments will be included in the first two instalments in each financial year.
  - Ensuring that funding is used for the purpose of the programme.
  - Adhering to the guidance on eligible expenditure and financial irregularities, the Lead LA should inform DfE Delivery Team as soon as is reasonably practicable if an underspend is forecast.
  - The ELSEC Pathfinder site will be expected to pool the funding received from NHSE and DfE and work in partnership with the ICB to deliver the Pathfinder.
  
- **To monitor progress and delivery**
  - Monitoring and maintaining progress against the Strategic Delivery Plan.
  - Updating on progress from across the CPP, to the SEND and AP Change Programme Delivery Partner and DfE.
  - Identifying and resolving or escalating barriers or challenges to delivery.
  - Managing and monitoring the use of funding, across the CPP including for other LAs and the ELSEC Pathfinder. It is important to understand the costs of system change and the allocation of funding for any future wider roll out.

## 5. Expectations of Partner LAs

- **Test and refine the package of reforms in their local area** as laid out in the policy guidance set by DfE.
  
- **To support activities across the Change Programme Partnership (CPP)** including:
  - Participation at a local CPP Board, comprising of key stakeholders.
  - Contribute to the production of the CPP Strategic Delivery Plan with other partners, which will set out the ways of working within the CPP and how the funding will be used.
  - Contribute to the production of a Communication Plan in partnership with other LAs in the CPP, the Delivery Partner, and DfE.

- **To drive change and share practice**, including:
  - Supporting the CPPs participation in a feedback loop with DfE. This means providing continuous insights on learning from testing. This will include attendance at regular meeting with DfE policy colleagues.
  - Supporting the provision of experts from across the CPP for DfE's policy expert groups to support co-production as required.
  - Support the Taskforce Phase, other LAs in the Region. The Taskforce Phase will include:
    - Identifying areas in need of support within the region: and
    - developing a menu of support, this could include leadership support for example, but at a minimum will include support to develop a Strategic Partnership and Local Area Inclusion Plan.
  
- **To monitor progress and delivery in their local area**
  - Updating on progress from their LA to the Lead LA, Delivery Partner and DfE as appropriate.
  - Identifying, resolving, and escalating barriers or challenges to delivery.
  - Managing and monitoring the use of funding across the local area including if relevant, the ELSEC Pathfinder.
  - Adhering to the guidance on eligible expenditure (see section 7) and financial irregularities (see section 8), the Lead LA should inform DfE Delivery Team as soon as is reasonably practicable if an underspend is forecast.

## **6. Updating on progress and Evaluation**

- The Partner LA will support expectations regarding updates on delivery, spend and evaluation set out in the strategy guidance document.
- The Partner LA will provide relevant information to the Lead LA to update on progress to DfE.
- The Partner LA will support the expectations regarding updating on spend and provide regular updates to the Lead LA on Grant usage.

Table 1 – Grant Statement of Usage dates

	Dates
<b>Year 1 - final Statement of Grant Usage</b>	<b>30 April 2024</b>
<b>Year 2 – Interim Statement of Grant Usage</b>	<b>31 October 2024</b>
<b>Year 2 - final Statement of Grant Usage</b>	<b>30 April 2025</b>

## **7. Eligible Expenditure**

- Eligible Expenditure means payments made by the Lead LA or Partner LA, or any person acting on behalf of the Lead or Partner LA, during the Grant Period for the purposes of the Change Programme.
- If the Partner LA incurs any of the following costs, they must be excluded from Eligible Expenditure:
  - Contributions in kind;
  - payments for activities of a political or exclusively religious nature;
  - depreciation, amortisation, or impairment of fixed assets owned by the authority;
  - input VAT reclaimable by the authority from HM Revenue & Customs;
  - interest payments or service charge payments for finance leases;
  - gifts, other than promotional items with a value of no more than £10 in a year to any one person;
  - 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
  - statutory fines, criminal fines, or penalties.

## **8. Financial Irregularities**

- If the Partner LA has any grounds for suspecting financial irregularity in the use of any Grant paid under this MOU, the Partner LA must notify the Lead LA immediately, explain what steps are being taken to investigate the suspicion, and the Lead LA will 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 SEND and AP Change Programme.

## **9. Records**

- The Partner LA should keep a record of expenditure funded partly or wholly by the Grant and retain all accounting records relating to that expenditure.
- The Partner LA must make these available at any reasonable time for inspection by officials from Secretary of State or their representatives or by the Comptroller and Auditor General or his representatives.

## **10. Breach of MOU Provisions and Recovery of Grant**

- The Lead LA is responsible for all funding relating to the CPP, In the event that grant payments do not comply with any of the provisions in this MOU, or if any overpayment of Grant funding is made by the Lead LA, or any amount is paid by the Lead LA in error, the Lead LA could ask the Partner LA to repay the whole or any part of the Grant funding paid.

## **11. Termination**

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

## Annex 1 - Local Authority monthly spend update



Month Spend  
Report.xlsx