

## ***EducationKingston Governors Meeting - Monday 12<sup>th</sup> September 2011***

### **Questions from Governors**

**Q1.** With school's being encouraged to be more autonomous, need to emphasise point 5, on p.13 of the proposal; '*Liaison and interface with other local and national agencies and council departments*'. Need to provide some examples of this (*Councillor Doe*).

**While the increasing autonomy of schools is behind much of the thinking in the proposal it is clear that they will continue to interact with other agencies at all levels. EducationKingston will provide a mechanism for that, mostly through the work of the EducationKingston Partners. EKPs will liaise on behalf of all schools together and, where appropriate, individual schools with departments within the council, shared services including Achieving for Children, and national and governmental agencies.**

**Q2.** In reference to the Executive Summary, '*annual fee (£7,000) which is the same for all schools regardless of type or size*'. This is extremely concerning for a 1 FE Primary School. What if the fee increases over time?

**The EducationKingston Project Board decided that the annual fee should be the same for all schools regardless of type or size. The EducationKingston Partnership Board will have the power to offer a reduced rate for any school for which it considers that to be appropriate. The EducationKingston Partnership Board will be required to be mindful of the principle that no school will be refused access to services because of an inability to pay.**

**With regard to "increase(ing) over time" see Q3.**

**Q3.** The proposal says that the subscription fee will be £7,000 for the first year. Will there be a cap on potential increases?

**The annual fee will be proposed by the EducationKingston Partnership Board for agreement with all partners. It will therefore be up to headteachers collectively to decide and agree upon the level of fee in subsequent years. The Board will be representative of schools and will be wary of fee increases. Board members will understand that headteachers and schools will reject unwarranted, unreasonable costs.**

**Q4.** There seems to an exclusion of rates for non-subscribers. What are the implications if services are sought and bought by non-subscribers?

*[The difference in charges between subscribers and non-subscribers is not clear (referred to the minutes of the last EKPB meeting – 25% higher rates for non-subscribers). There needs to be an explicit message regarding this, after the tariff in the 'Subscription Service']*.

**Subject to considerations of capacity, EducationKingston will in principle be able to trade services to non-subscribing schools. This is not however the primary aim of the organisation and not a priority. Additional activity may contribute positively to the financial sustainability of the model and may also provide welcome opportunities for broadening the knowledge and experience of EK staff. The rates for these services will be set by the Partnership Board and will certainly have to reflect the true market value and actual costs of providing them. The model**

has been designed in such a way as to make a “cherry-picking” approach financially less attractive than subscription.

**Q5.** How can schools be sure that **EK** has the ‘capacity’ to deliver to all subscribing schools and beyond?

**This will have to be kept under review by the Partnership Board. The modelling that has been done suggests that the capacity needed to deliver the offering detailed in the proposal is possible within the funding envelope that is envisaged. Calculations have been based on maximum face to face activity. Satisfaction with the subscription will have to be kept under review by the Partnership Board. Unlike a pure ‘buy back’ model **EK** members are creating an organisation to benefit all.**

**With regards to “beyond” see Q4 and Q6.**

**Q6.** Is **EK** in RBK only? Where is the geographical boundary? Will the services slowly move out across the LA boundary to others? Are there plans for expansion in the years to come?

**See the answers to Q4 and Q5. It is not intended that **EducationKingston** should become a profit-driven organisation. There is a case for accepting commissions from schools and others beyond the subscription membership and it will be for the Partnership Board to develop a policy about this. A key principle in that policy will be to ensure that any work taken on beyond the subscription membership does not impact adversely on the capacity to deliver the core offering and that all additional activity benefits **EK**.**

**Q7.** Will the ‘helpline’ type of service (*which currently exists*) continue to exist? Will the ‘clock’ keep ticking whilst using this service and use up school’s valuable credits? Can we have the assurance that things that exist now will remain?

****EK** does not intend to have any kind of “on the clock” approach. As now, all schools will have access to an inspector level partner as part of the core offering and this person will be able to take and direct queries. In the future **EK** members may decide to change arrangements with the agreement of all members but this is not an intention.**

**Q8.** If smaller schools can’t afford small incremental increases on annual subscription charges, what will happen to them?

**See the answers to Q2 and Q3.**

**Q9.** What will the cost structure look like going forward? Who will be making decisions about **EK** employee’s salaries? Will employees remain with RBK or **EK**? How will they be chosen?

**Table A on page 8 of the proposal gives details of the forecast costs at start up. Initially the staff detailed there will remain as RBK employees. All new appointments will be overseen by panels of headteachers set up by the Partnership Board. As new appointments are made the nature of that employment and remuneration will be decided in relation to national pay scales.**

**Q10.** Is it possible to have a clause added that states that, if the £7,000 increases by 10% for example, a school can pull out?

**A clearer statement regarding an exit clause is being developed and will be shared with schools ahead of the final sign-up in February 2012. However as the annual decision about fees will be made by headteacher members of **EK**, control of fees is in their hands.**

**Q11.** But ... if a school pulls out and **EK** waives a school's fee (*or 2, or 3, or 4 schools*) for a year, then surely that would have a knock-on effect on all other schools who would have to pay more to support **EK**, wouldn't it?

**It would, hence the need for further work to clarify this. See Q10. The agreement asks for a five year commitment and the exit policy will be developed to identify exceptional circumstances for exiting EK.**

**Q12.** Where did the 90% come from (*in relation to number of schools required*)? Concerned that if only 89% sign-up, would **EK** still be financially viable? In addition, what is the £50k for (*in reference to Table B, p.8*)?

**For the model to be viable and attractive to RBK the vast majority of schools will need to join. From the feedback that has been received it seems likely that the 90% figure will be met. If it falls just short of that then RBK will consider the position at that time. If the figure is significantly lower then this model would not go ahead.**

**Q13.** The proposal states that £500 = 6 credits. We need a firm tariff of what they will be purchasing. When will this be available?

**If a school wishes to purchase additional credits – i.e. once it has used up the 60 credits it receives as part of the core offering – it may do so at the rate of £500 for 6. These can then be “spent” in the same way as the original credits and detailed on page 16 of the proposal under Menu and Tariff for Additional and Bespoke Support**

**Q14.** Can schools be sure that there is a commitment to the staff who are currently employed by RBK to fulfil EKP equivalent roles, as schools would be unhappy if everyone was different? Also to ensure that **EK** is not being used a 'clear out' policy/procedure.

**This proposal is not designed to be a staff 'clear out' policy/procedure. A process of assimilation between existing staff and the staff needed to fulfil EK's needs will need to be followed. The proposal is subject to an Equalities Impact Assessment which includes impact on staff. The proposal has been developed with a clear view of the needs of RBK and schools and staffing decisions need to follow that business case.**

**Q15.** Why is it the case that there is a Governor Representative on the **EK** Partnership Board without voting rights?

**This was a decision of the Project Board. EK is primarily about school improvement and headteachers are the experts in this area of education. Governors will use their role as critical friend to judge whether they believe the impact of EK in their school is value for money. Tina Herring suggested that if governors have views on this they should email her directly.**

**Q16.** It seems that the 'right words' are not always used. Sometimes the proposal refers to Headteachers, sometimes to schools, sometimes to Governors. Can this be checked?

**This will be clarified in the final partnership agreement.**

**Q17.** If you only get 75% sign-up, this would increase the subscription to £8,200. In that scenario, would **EK** cut 1 inspector post to allow this important service to continue or would they increase the subscription with fewer schools (there would be less need for so many inspectors)?

**See Q12.**

**Q18.** On p.11 of the proposal it states '*an independent authority to report on effectiveness*'. Who would this be and what would it cost?

The belief behind this is that **EK** will benefit from external challenge in much the same way that schools do. The Partnership Board will be expected to commission an annual evaluation and report from an appropriate agency. The Board will, of course, need to be mindful of the cost of such activity and will need to be assured of the expertise of the individual(s) appointed to carry out the review. It is anticipated that this work would be no more than 15 days per year.

**Q19.** Will Academies pay the same rate as other schools (and not more), due to academies receiving the LACSEG element above their notional 'ordinary' funding compared to other schools?  
**Yes. All schools have funding for school improvement in their budgets. A key driver behind this proposal is the desire to maintain the positive, productive and supportive partnerships that exist between schools and between schools and the local authority. This was an important consideration in the decision to go with a flat-rate fee model that recognises membership of the partnership as the main criterion.**

**Q20.** Will RBK's commitment be limited to the current value of £750k? How can **EK** be sustainable when considering inflation (particularly with regards to wages) and other escalation costs?  
**RBK is experiencing a 20% cut in its budget this proportion is passed on to Learning and Children's Services. The commitment to school improvement and **EK** is beyond the LA's statutory function and RBK does not expect to increase £750k in line with inflation.**

**Q21.** The RBK contribution is 'in kind'. Is it envisaged that schools would be credited for comparable contributions 'in kind', for example, if a school were to provide a Leading Teacher or a Headteacher Mentor would they enjoy a correspondingly reduced contribution?  
**The principle of School to School Support will be at the heart of much of the work that **EducationKingston** will do. Schools will be encouraged to continue to support each other in a variety of mutually supportive ways, just as happens frequently at present.**

**Q22.** Will there continue to a relationship between **EK** and the Governor (and Staff) Training currently offered via KIMS?  
**There will continue to be a need for Governor (and Staff) Training. **EK** and it staff will have significant input into any centrally organised programme but a good deal will also be delivered through the core offering and credit approach described in Annex 2.**

**One Governor stated:** Unhappy to sign-up, on behalf of the Governing Body, without a clause in the contract to 'opt out'.  
**See Q10.**

**One Governor wrote:** If the £750k contribution from RBK were distributed across c.45 schools, it would provide over £15k per schools – this would be enough to pay for the value for money examples with no additional contributions.  
**This is not a like-for-like comparison. RBK's contribution comes in a specific form to ensure that RBK receives the outcomes it wishes for. Reshaping that in the manner suggested in this remark would render it void.**