

Report To:	Education and Lifelong Learning Committee	Date:	02 November 2010
Report By:	Corporate Director Education & Communities	Contact No:	EDUC65/10/LW
Contact Officer:	Linda Wilkie	Contact No:	01475 712812
Subject:	Ladybird Pre 5 Centre		

1.0 PURPOSE

- 1.1 The purpose of this report is to advise the Education and Lifelong Learning Committee of the history and current position in respect of the closure of the Ladybird Pre-5 Centre.

2.0 SUMMARY

- 2.1 Ladybird Pre 5 Centre was originally an urban aid funded project, which opened in 1994 to serve the community of Larkfield. It was a voluntary organisation managed by a Board of Trustees.
- 2.2 It was funded by private income, former Fairer Scotland Funding and Education Services funding for commissioned places and for vulnerable children. The service also receives a variety of grants from organisations such as Children in Need and Lottery.
- 2.3 Ladybird Pre-5 Centre offered a range of services for children and families childcare and education for children aged 0 -5 years and family support services.
- 2.4 Ladybird Pre 5 Centre closed suddenly on 07 October 2010 due to the financial difficulties outlined in Section 5.

3.0 RECOMMENDATIONS

- 3.1 It is recommended that Committee note the circumstances around the closure of Ladybird Pre 5 Centre.
- 3.2 It is recommended that Committee is updated in due course on the proposals for the re-establishment of an Early Years Provision in the Larkfield area.

4.0 BACKGROUND

- 4.1 Ladybird Pre 5 Centre was originally an urban aid funded project, which opened in 1994 to serve the community of Larkfield. It was a voluntary organisation managed by a Board of Trustees.
- 4.2 It was funded by private income, former Fairer Scotland Funding and Education Services funding for commissioned places and for vulnerable children. The service also receives a variety of grants from organisations such as Children in Need and Lottery.
- 4.3 The organisation was temporarily located within a wing of Sacred Heart Primary School. It was relocated from Earnhill Primary School in February 2010. Discussions have taken place with the organisation in relation to a final move to the accommodation which currently houses Garvel Deaf Centre.

5.0 CLOSURE

- 5.1 Ladybird Pre 5 Centre closed suddenly on 07 October 2010 due to financial difficulties.
- 5.2 Education Services had been made aware of their financial difficulties on 29 September 2010 and reacted immediately. Ladybird Pre 5 Centre did not indicate the seriousness of these difficulties.
- 5.3 The Early Years Manager attended a meeting on 05 October 2010 to discuss the Centre's financial circumstances. The initial stages of a recovery plan were drawn up detailing immediate tasks to be undertaken. Dates for future meetings were set to investigate reducing costs of the organisation.
- 5.4 The Corporate Director of Education and Communities agreed that the Early Year's Manager would continue to support Ladybird Pre 5 Centre in their recovery plan but also develop a contingency plan.
- 5.5 Positive updates from the management of Ladybird Pre 5 Centre were provided to the Early Year's Manager on 06 October and 07 October 2010. The final update was received at 15:00 hours on 07 October 2010 detailing further progress in relation to contact with the Head of Centre; advice from CVS Inverclyde; completion of returns in relation to former Fairer Scotland Funding and Commissioned Places and notification that the service would receive funding of £10,000 on 24 October 2010 from Children in Need.
- 5.6 On 07 October 2010 at 16:00 hours the Early Years Manager received a telephone call from an Officer from CVS Inverclyde indicating that Ladybird had ceased to operate as of 07 October 2010. Staff were being informed at a meeting at 17:30 hours of the centre's position and their redundancy. The Early Years Manager arranged to attend at Ladybird Pre 5 Centre on 08 October 2010 at 07:00 hours.

6.0 PROVISION

- 6.1 Ladybird Pre-5 Centre offered a range of services for children and families.

6.2 Nursery Provision

Children aged 0 – 3 years:

- Private childcare for children - funded by parents
- Places for vulnerable children- funded by Education via Sure Start/Childcare Strategy
- Employability places - funded by former Fairer Scotland Fund

Children aged 3 – 5 years:

- Private childcare for children - funded by parents
- Commissioned places - funded by Education Services
- Places for vulnerable children - funded by Education via Sure Start/Childcare Strategy
- Employability places - funded by former Fairer Scotland Fund

6.3 Family Support Work

A Family Support Worker, employed by Inverclyde Council, provided a range of support services. This member of staff has currently been relocated to Bluebird Family Centre; however she will return to the Larkfield area as soon as suitable accommodation is identified. The Family Support Worker is continuing to support families in the Larkfield area by establishing a Carer and Toddler group in the Tenants Hall; providing weekly 'Bookbug' sessions in Youth Connections; supporting parents in the transition to new provision and providing 1:1 support to a number of vulnerable families.

6.4 After-School Clubs

Regular evening and occasional weekend sessions were offered to Primary School aged children. These sessions offered children experiences related to the outcomes of the Curriculum for Excellence. Approximately 30 children benefitted from this service which was funded by Children in Need for 3 years.

7.0 OVERSIGHT ARRANGEMENTS

7.1 An annual contract (appendix1) details oversight arrangements between Education Services and Ladybird Pre 5 Centre. In addition the Early Years Manager had regular contact with the Head of Centre by telephone, e-mail and additional visits. The Early Years Manager attended Board Meetings, as and when required, and attended the organisation's AGM.

The annual contract details the processes, for ensuring the quality of the service, which are undertaken by the Early Years Manager and the Quality Improvement Officer (Early Years).

7.2 The service is also externally inspected by the Scottish Commission for the Regulation of Care (Care Commission) and Her Majesty's Inspectorate of Education (HMIE) who affirmed the view, of Education Service's Officers, that Ladybird Pre 5 Centre provided a high quality service.

8.0 ALTERNATIVE PLACEMENTS

8.1 Officers were in immediate contact with parents to identify preferences and requirements. Contact details of all Early Years Establishments and Childminders were mailed to parents.

8.2 Education Services has a statutory obligation to provide provision for vulnerable children. Alternative provision was identified for this group of children on the 08 October 2010 and children started in this provision on 11 October 2010.

8.3 Education Services has a statutory obligation to provide 12.5 hours of education for all 3 and 4 year olds. Alternative provision was identified for this group of children during the October school week and children started in this provision on 19 October 2010.

8.4 Education Services has no statutory responsibility for the provision of private childcare; however most children in this category have been allocated provision.

8.5 At the time of closure 91 children attended Ladybird Pre 5 Centre. 82 children have now been offered an alternative placement. Officers from Education Services have been unable to offer the remaining 9 children an alternative placement as parents have not responded to numerous telephone messages. A letter has now been sent to these parents requesting that they contact Education Services if they still require provision for their child.

9.0 OPTIONS FOR EARLY YEARS CARE IN THE LARKFIELD AREA

9.1 There is limited Early Years Provision in the Larkfield area. Both Elizabeth Martin Nursery and Quarrier's Larkfield have closed in previous years. Aileymill Nursery School is the only remaining service which provides places for 3 – 5 year olds on a term-time basis.

- 9.2 It appears that the community of Larkfield require a service in the area which offers extended year provision for children aged 0 – 5 years; however this is not required on the scale of the Ladybird organisation given that 66% of the children who attended Ladybird did not come from the Larkfield area.
- 9.3 An appraisal report on the options to re-establish a service will be discussed with the Corporate Management Team and reported to Education and Lifelong Learning Committee in due course.

10.0 IMPLICATIONS

10.1 Finance

There are no financial implications in this paper; however it is likely that there will be financial implications relating to the re-establishment of a service. Education and Lifelong Learning Committee will be advised of this in due course.

10.2 Personnel

There are no Personnel issues relating to this report.

10.3 Equalities

The reallocation of placements has ensured that all children continue to have equality of opportunity in relation to statutory provision.

11.0 RECOMMENDATIONS

- 11.1 It is recommended that Committee note the circumstances around the closure of Ladybird Pre 5 Centre.
- 11.2 It is recommended that Committee is updated in due course on the proposals for the re-establishment of an Early Years Provision in the Larkfield area.

INVERCLYDE EDUCATION SERVICES

**PRE-SCHOOL EDUCATION AGREEMENT
SESSION 2010/11**

**BETWEEN
INVERCLYDE COUNCIL
(Incorporated under the Local Government etc (Scotland)
Act 1994)**

**Municipal Buildings
Clyde Square
GREENOCK
PA15 1HU**

And

**LADYBIRD PRE-5 CENTRE
c/o Sacred Heart Primary School
Westmorland Road
GREENOCK
PA16 0TS**

1 COMMISSIONING REQUIREMENTS

- 1.1 Inverclyde Council has agreed to purchase up to a total of 52 commissioned pre-school education places from Ladybird Pre-5 Centre.
- 1.2 Ladybird Pre-5 Centre agrees to the commissioning of up to a total of 52 commissioned pre-school education places from Inverclyde Council.
- 1.3 Ladybird Pre-5 Centre agree to use the Nursery Application Management System (NAMS) provided by Inverclyde Council.
- 1.4 Inverclyde Council reserves the right to reduce the number of commissioned places if any of the commissioned places are not filled or become vacant during the course of the session 2010/11.
- 1.5 The places will be commissioned for school year 2010/11 and there is no guarantee that places will be commissioned in future years.
- 1.6 A full year pre-school year place and a Cohort 1 ante pre-school year place will consist of 475 hours of pre-school education over the school year 2010/11, ie between 18 August 2010 and 29 June 2011. This must be configured weekly as 5 sessions of 2 ½ hours per day over 38 weeks a year; other patterns for individual children are possible and these shall be further formally agreed with Inverclyde Council.
- 1.7 Places that offer less than 475 hours of pre-school education over the school year, for example, 3 sessions of 2 ½ hours per day over 38 weeks a year will be eligible for grant on the basis of number of sessions allocated for the 2010/11 school session.
- 1.8 No child will have more than 3 continuous hours of pre-school education without a clear rest period of at least one hour; educational hours shall not exceed 5 in any one day; the maximum number of 2 ½ hour sessions in any one week is 5.
- 1.9 It shall be noted that:
 - Each commissioned pre-school place must be allocated to a child born between 1 March 2006 and 28 February 2007
 - Each commissioned ante pre-school place must be allocated to a child who is 3 years old in the term after his/her third birthday, ie:

- for entry in the Autumn term of school year 2010/11 - children born between 1 March 2007 and 31 August 2007
 - for entry in the Spring term of school year 2010/11 - children born between 1 September 2007 and 31 December 2007
 - for entry in the Summer term of school year 2010/11 children born between 1 January 2008 and 28 February 2008
- 1.10 The commissioned place allocated to an individual child may not be changed or withdrawn by Ladybird Pre-5 Centre unless Inverclyde Council has given its express agreement to such a change or withdrawal of the commissioned place by Ladybird Pre-5 Centre

2 PAYMENTS

- 2.1 Inverclyde Council will pay £1550 for each full year commissioned pre-school year place and each cohort 1 ante pre-school year place purchased. This is equivalent to £8.03 per 2 ½ hour session. Payment will be made based on the number of pre-school education sessions agreed for each child during the school session.
- 2.2 Payment, based on the number of pre-school education sessions agreed, will be made for children receiving a cohort 2 ante pre-school year place that will cover the periods of the spring and summer terms and cohort 3 ante pre-school year place that will cover the period of the summer term.
- 2.3 Payment will be made as detailed below using the Bank Automated Clearing System (BACS).
- 2.4 All payments will be based on the information recorded on NAMS on the dates specified by Education Services. Subsequent payments will be adjusted where necessary to reflect the actual numbers of children attending.
- 2.5 The payment of grant is conditional upon Ladybird Pre-5 Centre meeting the conditions set out in this agreement and Schedule 1 attached.
- 2.6 Any overpayment of grant shall be recoverable from Ladybird Pre-5 Centre. In addition an appropriate amount may be repayable in the event of Ladybird Pre-5 Centre not complying with the requirements of the grant.
- 2.7 Ladybird Pre-5 Centre must make parents aware that the entitlement place of 475 hours of pre-school education over the school year will be at no cost to them.

3 INVERCLYDE COUNCIL SUPPORT

- 3.1 For its part Inverclyde Council will:
 - Provide advice, support and consultancy services on areas such as operational matters, curriculum, quality, management and development
 - Make in-service courses available to allow staff development opportunities in line with HMIE Action Plans, establishment Development Plans, in-service needs analysis requirements identified by the Care Commission and authority priorities
 - Monitor and advise on the quality of service being provided
 - Provide support to address quality assurance issues identified by inspections by HMIE and the Care Commission
 - Provide negotiated contingency support to address other needs which may be identified as the school session progress

4 CONDITIONS AND DISPUTES

- 4.1 If any of the conditions of grant are not met by Ladybird Pre-5 Centre, Inverclyde Council may withdraw from the agreement upon giving formal written notification of withdrawal and the withdrawal will be effective from the date of notice. Ladybird Pre-5 Centre may appeal against any withdrawal by writing to the Corporate Director of Education and Communities. Inverclyde Council must receive 10 week's written notice if Ladybird Pre-5 Centre wishes to withdraw from these arrangements. Ladybird Pre-5 Centre will be paid on a pro-rata basis for the services provided to the date of withdrawal. Thereafter no payment of grant will be made.
- 4.2 Ladybird Pre-5 Centre shall not assign or sub-contract its obligations under this Agreement without prior written agreement of Inverclyde Council.
- 4.3 Both parties agree not at any time during or after the period of this Agreement to release any confidential information relating to this Agreement except where such release is required by law.
- 4.4 If any dispute arises between the parties in relation to this Agreement it shall be referred in the first instance to the Corporate Director of Education and both parties will use best endeavours to reach an amicable and working resolution as soon as possible.
- 4.5 If any dispute cannot be resolved within a reasonable time either party may refer it to a single arbiter agreed by other parties or, failing agreement, by an arbiter nominated by the Head of Legal and Administration, Inverclyde Council on the application of party. The findings of such arbiter shall be final and binding on both parties. Expenses of arbitration shall be borne equally pending the resolution of the dispute.
- 4.6 If any matter arising out of this Agreement is under dispute or referred to an arbiter, Ladybird Pre-5 Centre shall remain responsible for providing the pre-school education and Inverclyde Council shall remain responsible for making payments in respect of such services.
- 4.7 The construction validity performance and all other matters arising out of an in connection with this Agreement shall be governed by the law of Scotland and be subject to the exclusive jurisdiction of the Scottish Courts.

Education Services contact is Christine Hall, Education Services, 105 Dalrymple Street, Greenock PA15 1HU, Telephone number 01475 712834

Signed on behalf of Inverclyde Council by:

Witness signature:

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Name:

Name:

Designation:

Designation:

Date:

Date:

Signed on behalf of Ladybird Pre-5 Centre: Witness signature:

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Name:

Name:

Designation:

Designation:

Date:

Date: