



## Report to Policy Committee

**Author/Lead Officer of Report:**  
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**Report of:** *John Macilwraith*  
**Report to:** *Education, Children and Families Committee*  
**Date of Decision:** *29th June 2022*  
**Subject:** *School to Pool Transport*

Has an Equality Impact Assessment (EIA) been undertaken?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
If YES, what EIA reference number has it been given? <b>People/Transport/EB/BK/080622</b>				
Has appropriate consultation taken place?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Has a Climate Impact Assessment (CIA) been undertaken?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the report contain confidential or exempt information?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

### Purpose of Report:

The purpose of this report is to seek approval to commission a new School to Pool framework contract. The purpose of this contract is to provide a transport service to the council for the carriage of children from their school to a swimming pool and to return them to school following a swimming lesson. The length of the framework contract will be for a period of 4 years (September 2022 to August 2026).

It is estimated that the value of the four-year contract will total £920k (£230k p/a).

### Recommendations:

It is recommended that the Education Children and Families Committee agrees to continue to commission school to pool services and does so by procuring a new school-to-pool framework contract for a period of four years.

### Background Papers:

N/a.

Lead Officer to complete:-		
1	I have consulted the relevant departments in respect of any relevant implications indicated on the Statutory and Council Policy Checklist, and comments have been incorporated / additional forms completed / EIA completed, where required.	Finance: <b>Anna Beeby &amp; Sarah Rani</b>
		Legal: <b>Patrick Chisholm &amp; Sarah Bennett</b>
		Equalities & Consultation: <b>Bashir Khan</b>
		Climate: <b>Jessica Rick</b>
<i>Legal, financial/commercial and equalities implications must be included within the report and the name of the officer consulted must be included above.</i>		
2	<b>SLB member who approved submission:</b>	<i>(Insert name of relevant Executive Director)</i> <b>John Macilwraith</b>
3	<b>Committee Chair consulted:</b>	<i>(Insert name of relevant Member)</i> <b>Councillor Mick Rooney and Councillor Dawn Dale</b>
4	I confirm that all necessary approval has been obtained in respect of the implications indicated on the Statutory and Council Policy Checklist and that the report has been approved for submission to the Committee by the SLB member indicated at 2. In addition, any additional forms have been completed and signed off as required at 1.	
	<b>Lead Officer Name:</b> Emma Banks	<b>Job Title:</b> PESOL Service Manager
	<b>Date:</b> 07/06/2022	

## **1. PROPOSAL**

- 1.1 School swimming is the only sport included within the National Curriculum physical education programme, and all primary schools must provide swimming and water safety lessons at either key stage 1 or 2.
- 1.2 Sheffield City Council's (SCC) school swimming service is a fully traded service, and all costs are charged to schools. The service currently provides swimming lessons to 128 infant, primary and SEN schools in the city, meaning that around 4,000 children access the service per week. When purchasing swimming from SCC, schools are provided with the option of buying a block of 18 swimming lessons with or without transport. A school that purchases lessons without transport are usually close to the pool and can walk or use public transport.
- 1.3 The current arrangements are due to expire. If the Council is to continue to make this service available to schools, new arrangements will be required from September 2022.
- 1.4 The potential for in-house delivery was considered. However, there is limited capacity to provide the service in-house and we do not currently have suitable vehicles available to meet the requirements of the school to pool service.
- 1.5 Due to the limited number of suppliers in the market, it is recommended that we set up a multi supplier framework agreement under which contracts are awarded to suppliers following a further competition. This will provide the council with greater flexibility in adding or deleting schools and/or 'runs' throughout the life of the framework.
- 1.6 The council is not legally required to provide this service. This is something that the service chooses to do and offers to schools.

## **2. HOW DOES THIS DECISION CONTRIBUTE?**

- 2.1 School swimming contributes to the one-year plan as follows:
- Supporting young people in Sheffield to enable them to develop and flourish.
  - Provides access to a wide range of educational opportunities to achieve their full potential.
  - Support Covid recovery for children and young people.

## **3. HAS THERE BEEN ANY CONSULTATION?**

- 3.1 There is no requirement to consult on these services.

## 4. RISK ANALYSIS AND IMPLICATIONS OF THE DECISION

### 4.1 Equality Implications

4.1.1 Decisions need to take into account the requirements of the Public Sector Equality Duty contained in Section 149 of the Equality Act 2010. This is the duty to have due regard to the need to:

- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act
- advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it
- foster good relations between persons who share a relevant protected characteristic and persons who do not share it

4.1.2 The Equality Act 2010 identifies the following groups as a protected characteristic: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex and sexual orientation.

4.1.3 An Equality Impact Assessment has been carried out and highlights that the procurement of transport will enable schools to provide swimming at a cheaper rate which should have a positive impact on children especially from areas of the city where they wouldn't normally access swimming or learn to swim. The cost of fuel has also been factored in to ensure the suppliers costs year-on-year are covered so that they can provide a quality service for the next four years.

### 4.2 Financial and Commercial Implications

4.2.1 School Swimming is a fully traded service. Based on historic expenditure, the total expenditure under this contract will be £230k per annum. All of this cost will be recharged to schools.

4.2.2 The framework agreement will be for a period of four years, under which pre-selected suppliers will be invited to bid for services via further competitions to achieve best value for money.

### 4.3 Legal Implications

4.3.1 **Part 6 of the Education Act 2002 sets out the requirements for school curriculums, including the National Curriculum for England. By virtue of Education (National Curriculum)(Attainment Targets and Programmes of Study)(England) Order 2013/2232 and the National Curriculum in England – Framework Document, physical education must**

#### 4.3.2 **include delivery by schools of swimming to pupils by the end of Key Stage 2.**

Local Authorities are permitted to provide services to schools and academies by virtue of the [Local Authorities \(Goods and Services\) Act 1970](#) and orders thereunder. Local Authorities are permitted to contract for those services with third parties by virtue of the Local Government (Contracts) Act 1997.

#### 4.4 Climate Implications

4.4.1 A 15-per-cent weighting will be applied to the tender to evaluate the social value and economic impact of the contract.

4.4.2 The Clear Air Zone forms part of the contract and could attract companies to tender with cleaner vehicles or it could provide an opportunity for SCC to work with its current suppliers to encourage them to upgrade their fleets.

4.4.3 If all 128 schools sourced their own transport, there would be a risk of multiple vehicles from different companies travelling into and around the Clear Air Zone instead of one vehicle per pool with an agreed supplier.

#### 4.5 Other Implications

4.5.1 If schools had to source their own transport through a private hire, then the cost to a school would be considerably more expensive. This would have a direct impact on the number of lessons purchased which would mean that:

- children would have less time to be able to learn an essential life skill.
- there would be a direct impact on SCC employees (swimming teachers) i.e., a reduction in the hours available to work.
- Academy chains could negotiate a better price than a single school. In this case, there would be a disparity across the city both in terms of cost and opportunities for pupils to learn to swim.

4.5.2 Schools receive funding for swimming within their budget. However, this has been the same amount for many years, and it usually doesn't cover the cost of a block of lessons, with schools contributing from their own budget. If the transport costs increased significantly i.e., they were asked to purchase their own transport as private hire, then schools would buy less swimming.

### 5. **ALTERNATIVE OPTIONS CONSIDERED**

5.1 A consultation process took place with the council's transport services to investigate whether school-to-pool transport could be delivered in house. This was rejected due to the following:

- The need for high passenger capacity coaches (48 seats).
- Coaches would be required during their peak times which they are unable to accommodate.

5.2 Schools could source their own transport as private hire. However, this would be at a higher cost per run and therefore have direct impact on attainment, as schools would purchase less swimming meaning children would not learn the vital skills needed to get out of water in the event of an accident.

## 6. REASONS FOR RECOMMENDATIONS

6.1 We are recommending that the council procures a new school-to-pool framework contract for a period of four years.

6.2 Why this is the preferred option?

- 1) The market for the contract is limited so it is hoped that a four-year term could attract multiple external suppliers.
- 2) It will provide the service with opportunities to run multiple competitions throughout the life of the contract i.e., if the service uses a new pool, the timetable changes.
- 3) It will provide the service with the right to withdraw from the contract i.e., no longer require transport for a certain pool.
- 4) The price for transport would be cheaper per run than a school sourcing their own private hire, meaning schools can prioritise buying swimming to meet the needs of their pupils.

6.3 Intended outcomes

- 1) Attract several external suppliers to work in partnership with over the next four years.
- 2) Provide a competitive price for the school-to-pool transport.
- 3) Awareness of the school-to-pool transport costs for the next four years.