

<b>Committee:</b>	School Forum
<b>Meeting Date:</b>	17 <sup>th</sup> January 2014
<b>Title:</b>	Free School Meals Revised Catering Agreement
<b>Author:</b>	Clive Hammond, Managing Director, Eastern Facilities Management Solutions Ltd
<b>Decision making / consultative / information:</b>	Consult on the revised agreement

### **What is the Forum being asked to decide?**

1. The forum is being asked to provide comments on the revised catering agreement proposed by Eats catering to replace the current "Buyback" arrangement.

### **Reason for recommendation**

2. Schools have traditionally paid Eats for the free school meals served to their students from funding delegated via Suffolk County Council. The available funding is determined retrospectively, based upon the number of free school meals served in the previous year from December to November.

3. In 2012/13 due to economic conditions and free school meals being actively promoted by SCC, schools and Eats, uptake increased by 37% with no additional funding to Eats. This has ultimately led to Eats/EFMS meeting the additional cost of £357,000. This new agreement makes changes in 2013/14 and 2014/15 confirming the revised practices in the provision of free school meals as stated by letter in May 2013 and also follows discussion with the SPHTA on how to proceed in the future.

### **Alternative options**

5. The forum may wish to approach the council to ascertain whether any additional funding can be made available to enable the original procedure to continue.

## **Who will be affected by this decision?**

6. All schools that are currently part of the Buyback agreement signed in April 2012.

## **Main body of the Report - Background**

7. The service level agreement as part of the Catering Buyback Agreement was signed in April 2012 for a period of 3 years.
8. During 2012/13 the number of free school meals served increased by 37%. Parents were actively encouraged by SCC, Schools and Eats to register for free school meals, for their benefit and to boost schools Pupil Premium funding.
9. The delegated funds returned to Eats catering for this period were insufficient to cover the additional meals provided leading to a shortfall of £357,000.
10. In May 2013, Eats catering wrote to all schools in respect of this shortfall to notify that this shortfall will be taken from the 2013/14 delegated funding provided to Eats catering in April 2013.
11. The letter also specified procedures for 2013/14 in respect of the free school meal provision where schools exceed the level of delegated funding and also return of surplus funding for schools at the end of March 2014 that do not spend the delegated funding provided to Eats catering.
12. The revised procedure stated in the letter was:
  - Undertake a monthly reconciliation of meals provided and the balance of meals paid for in April 2013
  - Provide to your school on a monthly basis a report showing your balance each month
  - Raise additional invoices on a monthly basis where your school exceeds the number of meals paid for, in April 2013
  - Issue a refund where the number of meals provided at the end of the year has not exceeded the number of meals paid for in April 2013
13. Following discussions with the Suffolk Primary Headteachers Association in October 2013 a letter was sent to all schools covered by the Buyback agreement to advise Eats catering/EFMS Ltd would adhere to the original contract agreement and meet the shortfall from its own derived profits for the shortfall in 2012/13.
14. In November 2013, revised monthly statements were sent to all schools to show the value of meals supplied from April 2013 and the balance remaining from the delegated fund provided in April 2013. Predicted forecasts based on current usage were also provided to allow schools to budget for the period to 31 March 2014.
15. As a result of the changes to the procedure as shown in 12 above a revised service level agreement has been produced (Appendix A) which reflects the changes to the agreement and replaces the previous Buyback Agreement and Service Level Agreement into a single document.

16. The key differences to the previous Buyback Agreement are

Paragraph	Revision
Preface and overview	The new agreement has had the term “Buyback” removed to make this an individual agreement with each school whilst they remain part of the collective arrangement. The previous agreement consisted of two documents, Catering Buyback and Service Level Agreement. These have now been combined into one document.
General	References to School Lunch Grant and Block Allowance headings have been removed and replaced with a supplementary charge.
2.1	The document now relates to the Governments School Food Plan, which was published in July 2013.
3.3 Portion Control	Revised to meet the requirements of the government nutrient standards.
7.4 DBS	References to CRB have been revised to DBS.
15.5 Free School Meals (FSM)	<p>For the financial year April 2013 to March 2014, EATS will deduct the monthly FSM cost from the delegated catering fund (DCF) received by EATS in April 2013 and provide a monthly statement to schools.</p> <p>If the DCF does not meet the school’s total payment requirement for FSM’s supplied, then when the DCF has been exhausted, unless alternative payment provisions are agreed in writing with the school, EATS shall invoice the school monthly in arrears for the cost of additional FSM’s supplied.</p> <p>If there is any surplus in the FSM at the end of this period, EATS shall repay the surplus to the school.</p>
15.6 Free School Meals April 2014 to March 2015	For this year EATS will no longer collect the delegated catering funds in advance but will instead invoice schools on a monthly basis. A single consolidated monthly invoice will cover all paid, duty and free school meals provided during the previous month.
17.2 Termination of Contract	The new agreement specifies the contract period in line with the original “Buyback” agreement.
18 Transfer of Undertakings (Protection of Employment) Regulation 1981 TUPE	The new agreement includes the details relating to TUPE which was previously

	stated in the EATS Catering Buyback Agreement.
Glossary	A glossary of terms has been added to the document.

# Service Level Agreement between

## All Schools within the Catering Arrangement and



### Preface & Overview

Following consultation with schools, **eats** is pleased to offer a contract specifically tailored to the requirements of Primary and Special schools. The contract offers a centrally managed and administered catering provision, supplying a comprehensive and quality school meal service.

This is offered under a simple arrangement reliant on a high level of school participation and offered on a fixed term of three years from April 2012 until the end of March 2015. This updated service level agreement has been produced to confirm changes made in May 2013 as a result of increases in free pupil meal provision.

With the continued level of support **eats** is able to offer every primary and special school in the county a hot meal service, irrespective of their individual circumstances.

Any variations required by individual schools that impacts on **eats** costs will require support from the school budget. Schools considering changes to their lunchtime arrangements, new builds or other developments are asked to discuss their plans with their Contract Manager well in advance.

### Purpose

The purpose of this Service Level Agreement is to clearly identify the services offered by **eats** to Suffolk schools within the Catering arrangement, and to identify the responsibilities of both parties.

Aims of this agreement are to set in motion the following actions:

- To give a whole solution to all your catering needs by providing a daily service to pupils, this can include breakfast, morning break services as well as the lunch time provision. The service is designed to offer schools a catering function on the school premises providing paid and free school lunches, using set menus
- To be innovative and flexible about the way the catering service is provided and managed. To allow individual schools scope to develop a personalised service relevant to their individual catering needs, and provide informed choices to support a healthy lifestyle
- To provide a quality assured catering operation based on the arrangements currently specified. Also, to discuss changes to the service on a consistent basis to create sustainable positive health and well being outcomes. This will include performance monitoring through self assessment by **eats** alongside monitoring by school representatives and Governors
- To develop best practice and, where possible, involve parents, carers, school staff and Governors at all stages. To give consideration to the importance of health issues such as obesity and to work together to promote consistent health messages. To recognise that the food children eat affects their behaviour and ability to learn. To help support the setting and implementation of policies and standards, alongside menu development
- To ensure all parties are working together to develop a meal service to meet the challenges of the school food plan.

## **Vision**

Every child should have access to healthy and nutritious food throughout the school day, produced and served by trained valued staff within a setting that is conducive to the promotion of good health and well-being.

We will further develop menus and local procurement whilst keeping the service financially sustainable for schools and parents. We have a number of schools accredited as Flagship sites with Food for Life. This programme helps develop a whole food culture within school, enabling children to enjoy many aspects of the curriculum, whilst improving their understanding the benefits of good food and a healthy diet.

We will offer silver level Food for Life menus, to those schools that wish to meet this additional cost from their budgets. This will enable schools to pursue Food for Life accreditation if they wish.

We offer online payment facilities from a variety of providers and will help identify the system that best suits your needs.

## **Priorities**

- To increase the uptake of school meals, especially free school meal uptake in partnership with the school
- To ensure lunchtimes are positive and enjoyable occasion which support students development and well-being
- To promote health and wellbeing messages consistent with the curriculum
- To ensure the sustainability of a high quality school lunch service for all schools
- To develop a robust process for monitoring and evaluating the school lunch provision in order to bring about continual improvement.

## **Adjustments**

Both parties may jointly agree to omit or change parts of the service as indicated in the 'optional' column of the table detailing the scope of this agreement. Additional services may be jointly agreed with full compliance to this agreement which may affect the modifications, this would include although not exclusive: 1. Value for money, 2. Monitoring and 3. Statutory requirements.

## **Parties to the Agreement**

This Service Level Agreement is between **eats** and Suffolk schools, overseen by the Schools Forum.

## **Duration of the Agreement**

Three years from ...01/04/2012... to ...31/03/2015....

## **Variation of the Agreement**

Both parties agree that this amended Service Level Agreement shall apply to the Catering arrangement in place and to the exclusion of the previous Service Level Agreement entered into between the parties with effect from 1<sup>st</sup> April 2012.

No.	Scope	School and Governor Responsibility	eats Responsibility to the School		<i>Optional scope is written in italics</i>
<b>1</b>	<b>Communication</b>				
1.1	Policy	<p>Support <b>eats</b> in developing a communication policy, to include complaints procedure.</p> <p>Provide notification in advance to <b>eats</b> of school closure for holidays (or children are away on activities or perhaps a staff development day) and lunch is not needed, <i>where possible given at least half a term in advance, by locally agreed method.</i></p> <p>Provide notification to <b>eats</b> of emergency school closure days <i>as soon as is reasonably possible by locally agreed method.</i></p>	<p>Develop a policy document to be outlined which sets out the role of kitchen staff, and the mode of communication between the Contract Manager, cook and school. To include the management of compliments and complaints in conjunction with the School and preserve the confidentiality of papers, documents and information belonging to the School.</p> <p><b>eats</b> to set out a point of contact (either the Contract Manager or cook) to meet with the School representative on a termly basis.</p>		Mandatory KPI
1.2	Response Times to Queries	If <b>eats</b> input is required in response to catering queries these must be passed to them as soon as reasonably possible to ensure where practical, your reply is in line with our policies (and Freedom of Information Act).	Respond to queries raised by the school on behalf of an external enquiry <b>in accordance with timelines set out in 1.2a below.</b>		Mandatory KPI
			If any of the timescales are unlikely to be met, the enquirer should receive an acknowledgement with an indication of the further time it will take to provide a full response.		
No.	Scope	School and Governor Responsibility	eats Responsibility to the School		<i>Optional scope is written in italics</i>
1.3	Compliments and Complaints	<b>In the event of any complaint to follow the procedure set out below:</b>	<b>In the event of any complaint to follow the complaint procedure outlined below in accordance</b>		

		<ol style="list-style-type: none"> <li>1. Refer any dissatisfaction relating to food or service, at the time, or as soon as possible thereafter to the site Head of Kitchen or Catering Assistant in the case of Dining Centres.</li> <li>2. If the complaint is more serious or has wider implications the local Contract Manager should be advised without delay. In addition any minor but persistent problem can be referred to the Catering Manager for monitoring and correction.</li> <li>3. If the problem is still not resolved a reference should be made to Nina Whale, Senior Operations Manager.</li> <li>4. If a satisfactory solution has not been achieved refer the matter to Graham Freer, Commercial Manager – Catering.</li> </ol>	with PDo89.  Initial acknowledgement within 2 days written response / update within 5 days completed response for FOI within 20 days.		
1.4	Meal Numbers	<p>Unless specifically agreed, the school will be responsible for notifying <b>eats</b> of the number of meals required by 9.30 a.m. each day in order that the correct meal numbers can be produced.</p> <p>The number of meals charged for by <b>eats</b> will be the number supplied or the number ordered, whichever proves to be the greater in accordance with paragraph 14.</p>			
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
1.5	Catering Meetings. This may include focus group participation from	Seek to develop the service delivery proposals with the constant aim of working in partnership.	Arrange termly meetings (or as required) to include (although not exclusive): Feedback of complaints and compliments of service.	Lessons learnt / good works to be shared with all schools	<i>Meetings and focus areas to be agreed locally</i>

	staff, pupils, parents, catering staff	Lessons learnt / good practice to be shared with your <b>eats</b> Contract Manager. <i>Attend termly (or as required) meetings with Contract Manager.</i>	Feedback of potential issues which may affect service, with reference to QA reports if appropriate. <b>To discuss options for service development and implement new initiatives.</b> Provide measurable and continuous service improvement.		
1.6	Themed Days	<i>Whenever possible, help promote themed days for a minimum of one week prior to it taking place e.g. posters, newsletters to parents etc.</i>	Provide relevant themed days to work in with the school and with the agreement of the Head. Promote themed days for a minimum of one week prior to it taking place e.g. posters.		<i>Theme lunches, to be agreed locally</i>
1.7	Marketing / Promotional activities	<i>Discuss promotional and marketing activities to increase school meal uptake in line with the <b>School Food Plan and Healthy Schools.</b></i>	<i>Discuss marketing opportunities to maximise the income, working in partnership with the school.</i>	Good works to be shared with all schools.	<i>Promotional and marketing to be agreed locally and in line with Healthy Schools and Government Policies.</i>
1.8	Satisfaction Surveys	Encourage participation in satisfaction surveys.  Assess School results and agree improvements with Contract Manager.	Maintain and develop a relationship between the pupil, parent and head teacher by carrying out satisfaction surveys, enabling parents to specify their child's school(s). Share results and act on agreed improvements within a reasonable timescale. Responsible for providing the survey to service users, on an individual school premises basis and collating all information from participating schools, with the aim of seeking improvements for individual schools as well as collectively. Overall satisfaction survey results to be shared with Head.		Mandatory KPI
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
1.9	Service Monitoring	Conduct an annual monitoring of the service provision against key performance areas within the agreement with your Contract Manager.	The Contract Manager to meet annually with the Head to review the service.  Provide feedback to the Head where improvements and/or changes are recognised and actions are to		

		Discuss and agree any improvements required.	<p>be implemented.</p> <ul style="list-style-type: none"> <li>• The local Head of Kitchen is responsible for the day-to-day running of their unit and will set targets and standards with reference to our comprehensive in-house operational manuals</li> <li>• The Contract Manager is responsible for a local group of units continuously monitors standards, cleanliness, staffing and all other parameters essential to the operation</li> <li>• The standards achieved overall are constantly monitored by the Senior Management Team to ensure that standards are high in individual units but also that cohesively good standards are maintained across the whole operation</li> <li>• Every unit receives an annual Quality Assurance inspection and follow up if required</li> <li>• Our Procurement team monitors our purchasing systems and supplier performance</li> <li>• In addition to internal monitoring <b>eats</b> receive regular inspections from Environmental Health Officers and occasionally from Trading Standards Officers.</li> </ul> <p>Observe statutory compliance through a robust self monitoring schedule to include menu provision, hygiene and share these results with the Head or School Representative upon request.</p>		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
2	Menu				
2.1	National Standards	<p>The menus prepared by <b>eats</b> will continue to comply with Nutritional Standards despite less stringent food standards being introduced in the School Food Plan.</p> <p>Alterations to the menu can be formally agreed with Contract Manager locally.</p> <p>Compliance to National Standards should be</p>	<p>Design a sustainable menu to comply with existing Nutritional Standards and be fully compliant with Food for Life Bronze Standard.</p> <p>Discuss minor amendments to the menu as required by the Head and agree reasonable changes.</p> <p>Monitor compliance and report to the Head or</p>		<p><i>Amendments to the nutritional menu to be discussed and formally agreed ensuring flexibility where possible.</i></p> <p>If requirements are outside of this agreement there may be a cost incurred. Contract Manager</p>

		<i>adhered to where possible although flexibility to suit school requirements can be agreed.</i>	School Representative any failure to meet standards. Provide sufficient printed copies of the (standard) menu for all pupils at the school, every time the menu changes materially.		must discuss this in full with the school representative, prior to agreeing to any changes. An extra cost may be incurred depending on requirements.
2.2	Value for Money	Support <b>eats</b> by encouraging uptake to ensure that best value is provided.	To work with the Head to increase meal uptake numbers and to provide the best service possible. Provide background information on new initiatives and advise on new current catering issues. To ensure that maximum value for money is achieved in the Procurement of all matters relating to this agreement.		Price increase negotiations are undertaken centrally to arrange best price. <i>Consideration could be given to: food tastings, food workshops, talks and presentations, seasonal events, training, catering at school functions etc.</i>
2.3	Dietary Options	Inform the Head of Kitchen of specific dietary requirements of pupils and formally agree requests.  In cases of food allergies, request written confirmation from a dietician or GP from the pupils' family and send to your Head of Kitchen / Contract Manager.	Cater for service users, taking account of their race, religion and any special dietary requirements. Accommodate the specific requirements of students with special diets, as reasonably practicable. Offer a healthy choice menu for all service users within the published menus which meets the Nutrient and food standards and Food for Life Bronze standard.		<i>Dietary requirements to be agreed locally.</i>  <i>Specific menu options and alternative meals can be pre-ordered by 09.30 on the day required. Agree this process locally.</i>
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
2.4	Catering Purchases		Maintain a clear Food Purchasing Policy, product control and purchasing database to effectively manage all food – sourcing issues and react as necessary to any emerging concerns such as product recalls supply chain meets the highest standards.  Undertake the procurement of goods and services ensuring maximum value for money and best value		Mandatory KPI <i>Schools wanting to follow the Food For Life route will need to discuss details with their Contract Manager. Where additional costs are incurred, detail and alternatives must be discussed and agreed with the school representative prior to</i>

			is derived at all times.  Work with local suppliers to increase the amount of locally sourced produce used in our menus assisting in reduced food miles and vehicle emissions.		<i>implementation/ continuation.</i>
2.5	Carbon Reduction Commitment	Support <b>eats</b> by initiatives such as composting and reducing the proportion of other kitchen waste going to landfill, by allowing access to recycling bins.	Ensure purchasing processes meet agreed Council, CRC / sustainability processes and support school with improvement programme.  Work with local suppliers / producers to reduce food miles.		Mandatory KPI  Full requirements to be agreed centrally prior to obligation.
2.6	Functions/ Conferences	Provide <b>eats</b> with a minimum of 1 week notice of function requirements.	Offer a selection of menus for any function being held at the school.		An extra cost will be incurred depending on requirements.
2.7	Other Catering Services	Provide <b>eats</b> with a minimum of 1 week notice.	Provide where requested other catering services. These can include breakfast service, mid morning break snack service, drink bars, subsidised milk provision, staff room catering management, hospitality catering and services for external customers who use the school premises.		<i>An extra cost will be incurred depending on requirements.</i>
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
<b>3</b>	<b>Meal Preparation</b>				
3.1	Statutory Requirements	Assist <b>eats</b> in delivering compliance with all statutory requirements.	Comply with all statutory requirements. Self Assess to ensure compliance, written records to be made available on request.		Mandatory KPI
3.2	Ingredients		Purchase good quality ingredients from sustainable sources and where possible locally.  Purchase sufficient quantities to prepare meals in the requested volume necessary for the required		<i>Consideration may be given to alternative ingredients; this may incur an additional cost.</i>  Mandatory KPI

			<p>number of school lunches.</p> <p>Ingredients to be stored in accordance with legislation.</p> <p><b>eats</b> responsible for safekeeping of all stock/supplies used to provide the service.</p>		
3.3	Portion Control		<p>Portions for recipes on the menu are set to meet government nutrients standards. Heads of kitchen will prepare the day's menu accordingly and use their judgement during service to amend portions for children determined by criteria such as appetite, age and physical build.</p>		<p>Mandatory KPI</p> <p><i>Sharing of second helpings to be agreed locally.</i></p>
3.4	Presentation		<p>All meals should be consistently well presented and be appealing to the eye.</p>		Mandatory KPI
3.5	Packed Lunches	<p>Inform the kitchen of forthcoming school trips and the meal requirements giving a minimum of 1 weeks notice.</p>	<p>Ensure sufficient packed lunches are available prior to any school trip departure.</p>		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
<b>4</b>	<b>Meal Service</b>				
4.1	Service	<p><i>The method for the serving of lunch time meals, e.g. self service etc. To be agreed locally.</i></p>	<p>The method for the serving of lunch time meals, e.g. self service etc. to be agreed locally.</p> <p>Meals to be served to pupils on plates or meal trays.</p> <p>Tumblers to be plastic.</p> <p>At the point of service all hot food must be a minimum temperature of 63 degrees Centigrade</p>		<p><i>School to specify serving tools. Optional use of table cloths can be supplied on request. This may incur additional cost.</i></p> <p>Mandatory KPI</p>

			and in line with statutory guidance. Statutory guidance must be followed for temperature requirements of chilled foods. Any changes to the service must first be agreed with school a minimum of one week prior to implementation.		
4.2	Hours	School to agree pre-arranged hours of service and give adequate notice if changes are required.	Hours of service will be appropriate for the needs of the school service and may be adjusted from time to time depending on changing needs of the school.		Mandatory KPI
4.3	Uniform		Provide uniform and dress code to all staff taking into account statutory requirements.  All staff employed will be issued with sufficient uniforms to enable them to have a clean uniform whilst on duty.		Mandatory KPI
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
<b>5.</b>	<b>Premises</b>				
5.1	Premises / Facilities Availability	The school will ensure that <b>eats</b> is allowed unrestricted access to the kitchen premises and equipment.  The school when using the kitchen facilities for other purposes must agree to make appropriate general arrangements to eliminate the risk of <b>e-coli, cross</b>	The schools facilities are provided to <b>eats</b> solely for the provision of the catering services specified and may be used by <b>eats</b> for no other purpose unless formerly agreed with The Head or School Representative.		

		<p><b>contamination and security risks.</b> In particular the school will try and ensure that no unauthorised person will have access to materials or any hazardous machinery / chemical in the kitchen.</p> <p>Specific detail regarding responsibilities for equipment &amp; premises are detailed within our "The Catering Equipment Service" document.</p>			
5.2	Security	Responsible for the provision of a secure premises for kitchen teams to work in.	Responsible for the security of all materials, goods and equipment used in the provision of the services or otherwise belonging to <b>eats</b> staff and on the premises.		Mandatory KPI
5.3	Dining Area	If previously responsible for the set up of the dining room, school is responsible for the ongoing laying out furniture before lunchtime and dismantling after the meal service.	If previously responsible for the set up of the dining room, <b>eats</b> is responsible for the ongoing laying out of furniture before lunchtime and dismantling after the meal service.		<i>Changes to the existing setting up and dismantling of dining room furniture can be brought in from eats. To be agreed and costed locally.</i>
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
<b>6</b>	<b>Transportation</b>				
6.1	Dining Centres / Sending kitchens	<p>Sending kitchen and dining centres must make a suitable parking space available for the vehicle within reasonable distance from the school kitchen / dining centre.</p> <p>To ensure pre-ordered meal requirements are received on the day and placed prior to 09.30.</p>	<p>Responsible for any transport costs to supply meals to Dining Centres.</p> <p>Manage vehicles for transportation of meals.</p> <p>Hot prepared food for transportation to another site must not be in transit for more than 40 (forty) minutes before service.</p>		<p><i>Serving time at dining centres can be agreed locally depending on distance of sending kitchens.</i></p> <p>Take into account Sending kitchen distance / packing / unpacking time requirements. Lenience should be given for</p>

		Non Pupil Days to be notified well in advance and communication re any other closures, such as bad weather, to be advised at the earliest opportunity.			exceptional circumstances (such as traffic problems).
6.2	Vehicles		This service has been sub-contracted by <b>eats</b> the supplier is responsible for the hygienic condition of the vehicles and all other matters pertaining to that vehicle.		Mandatory KPI
6.3	Deliveries	Agree suitable unloading area close to kitchen stores.  Vehicle access and times to be agreed locally.	Ensure staff available to receive deliveries, alternatively agree with school necessary arrangements.  Vehicular access to some schools is limited at certain times of the day agree delivery requirements locally.		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
<b>7</b>	<b>Recruitment</b>				
7.1	Staff Recruitment		Respond to any staff cover requirements ensuring every effort is made to minimise loss of service for any school.  The number of staff should be adequate for the supply of required service.  Hold full responsibility for catering staff.		Mandatory KPI

7.2	Staff Training	Please liaise with your Contract Manager re ongoing Safeguarding and Fire training of catering personnel, to ensure consistency with the schools policies.	Recruit new kitchen staff in consultation with school and inform the school of new staff details.  Provide fully trained staff as their position denotes, with, adequate core induction training, as a minimum - training in basic food hygiene procedures and customer care training within 1 weeks of commencement.  All staff to complete Food Safety Level 2 within 12 weeks of service.  All employees shall be of a level of competence (or shall be subject to a level of supervision) which enables an effective delivery to the service.		Mandatory KPI
7.3	Staff Attitude		All staff to demonstrate a courteous and helpful attitude at all times. <b>eats</b> personnel will be available on a reasonable basis out of normal core hours for emergency issues and school events by arrangement.		Mandatory KPI
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
7.4a	DBS	The Head Teacher has the right to refuse entry to the school of permanent staff employed on the premises where the school has not been notified of the DBS clearance.  All DBS information provided must remain Strictly Confidential.	All staff will have an enhanced DBS in place prior to any staff member commencing work within a school environment.		Mandatory KPI
7.4b	DBS continued:	A hard copy of the DBS is not permitted and any disclosure information should not	Maintain records centrally detailing: <ul style="list-style-type: none"> <li>• Staff name</li> </ul>		

		be shared or kept in writing for longer than 6 months.	<ul style="list-style-type: none"> <li>• Date that DBS acquired</li> <li>• DBS number</li> <li>• Agency name who carried out the DBS check</li> <li>• No disclosures raised</li> <li>• Checks made to confirm staff have right to work in UK.</li> </ul>		
7.4c		<b>DBS Disclosures</b> – The Head and Contract Manager to discuss the suitability of staff recruitment on a permanent basis within the school that have a disclosure within the DBS.			Mandatory KPI
7.5	Confidentiality		Employees shall regard school business as confidential and shall not disclose to any persons other than a person authorised by the Head or School Representative any information acquired in connection with the provision of the services, concerning the School, its staff or procedures.		Mandatory KPI
7.6	Reliability		<b>eats</b> shall encourage loyalty in their staff to the establishment to which they are assigned.		
7.7	Gifts		<b>eats</b> staff do not solicit gifts or gratuities from the public, visitors or staff.		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
7.8	Safeguarding	The Head has the right to refuse access to the school at any time to any particular employee of <b>eats</b> or his agents or suppliers. Reasonableness should be exercised at all times.	The exercise of this right shall not diminish <b>eats</b> obligation to provide the services, provided they are given additional access at times sufficient to fulfil their obligations.		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
<b>8</b>	<b>Cleaning</b>				
<b>8.1</b>	Standards	<i>Agree locally the completion time of daily cleaning requirements.</i>	Be responsible for maintaining the standard of kitchen hygiene by way of:		Mandatory KPI

	Regular (and Annual High) Cleaning standards for kitchen users	<p>The kitchen may be used, with the schools consent, by users other than <b>eats</b> or <b>eats</b> themselves, outside of the required times by the Lunch Time meal service.</p> <p>The area used must be left in a clean and safe manner in accordance with established Kitchen Cleaning standards and agreement with <b>eats</b> who has ultimate responsibility for hygiene standards.</p>	<ol style="list-style-type: none"> <li>1. Following good food hygiene practices through cleaning and preventing cross contamination throughout the food preparation routine.</li> <li>2. Daily cleaning of food preparation and serving areas, as set out within the cleaning rota and <b>eats</b> procedures.</li> <li>3. Provide all cleaning materials as set out by cleaning rota.</li> </ol> <p>Leave the food service facilities and equipment in a neat, tidy and hygienic condition and in good operating order at the end of each working day in line with current legislation.</p>		
8.1a	Cleaning standards	The maintenance and repair of the extract system and cleaning of ducting is a school responsibility.	Annual high clean of canopy, filters & surrounds to be carried out by <b>eats</b> contractor at appointment day / time agreed with the School prior to the visit.		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
8.2	Dining Room	If previously responsible for sweeping and spot-mopping the dining room floor after daily meals service, the school is responsible for this ongoing activity.	If previously responsible for sweeping and spot-mopping the dining room floor after daily meals service, <b>eats</b> is responsible for this ongoing activity.		<i>Cleaning of Dining area after the meal service can be bought in from eats. To be agreed and costed locally.</i>
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
<b>9</b>	<b>Staffing</b>				
	Provision of Staff to provide the required level of service		<p>Responsible for appointing the Head of Kitchen and other staff to meet the required service.</p> <p>Responsible for covering staff in cases of absence,</p>		

			sickness or vacancies.		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
<b>10</b>	<b>Waste</b>				
10.1	Environmental	Provide a waste collection service ensuring all waste is disposed of in the correct manner so as not to cause damage to the environment. Work with <b>eats</b> to actively reduce kitchen waste.	Commitment to reduce waste by: <ul style="list-style-type: none"> <li>• working with procurement to reduce packaging</li> <li>• providing agreed portion control</li> <li>• school recycling facilities must be used if available and practical to use.</li> </ul>		Mandatory KPI
10.2	Waste collection	Responsible for the cost of collection of waste (including sanitary waste) and removal from site by schools contractor.	Responsible for the provision of black refuse sacks. Ensure waste bags are secured and placed in the outside waste bins daily. Ensure (as appropriate) all refuse is crushed or flattened in the storage receptacle provided prior to its collection. Co-operate with the school to ensure the refuse area and storage receptacles are kept clean at all times. Co-operate with school recycling & composting activity.		Mandatory KPI
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
10.3	Grease		Grease must not be discharged into the building drains. Keep grease or oil in containers and dispose of safely via registered contractor where required.		Mandatory KPI
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<b><i>Optional scope is written in italics</i></b>
<b>11</b>	<b>Health &amp; Safety</b>				
11.1	Fire Requirements	Responsible for the supply and maintenance of all fire extinguishers, equipment, alarms and signage.  Responsible for carrying out fire drills,	Take reasonable precautions to minimise fire risks and conform to such instructions as to fire precautions as may be given from time to time by the Authorised Officer or The Head.  Fire drills must be followed, unless previously		Mandatory KPI

		inform kitchen staff if the drill is planned for over the lunch time period to ensure the meal is not spoilt.	agreed with the Head.		
11.2	Manual		<p>Provide an up to date on site Quality and Risk Assessment / COSHH manual and ensure staff are trained to specific guidelines and procedures.</p> <p>Comply with our ISO9001 quality management system.</p> <p>Comply with Food Hygiene Standards and Controls.</p> <p>Comply with Food Safety Systems and Records.</p> <p>Comply with HACCP regulations.</p> <p>Comply with Health and Safety Compliance and any other applicable legislation.</p>		Mandatory KPI
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
11.3	General Health & Safety	<p>Work with and support <b>eats</b> staff to ensure health and safety of staff / pupils / visitors is maintained at all times.</p> <p>Consult with <b>eats</b> for advice when purchasing new dining furniture / trolleys etc. This will help reduce issues re manual handling/ purchase of unsuitable furniture.</p>	<p>Provide guidance and training within inductions and update staff regularly on health and safety criteria.</p> <p>Work with and support school to ensure health and safety of staff / pupils / visitors is maintained at all times.</p> <p>Ensure staff receive appropriate training to minimise the risk of accidents occurring.</p>		Mandatory KPI
11.4	First Aid	School first aid representative to be the responsible first aid delegate to administer to all employees within the school environment which would include <b>eats</b>	All accidents must be recorded in accordance with statutory requirements and a completed copy of the kitchen accident form provided to the Head or school representative.		Mandatory KPI

		staff.	Ensure a completed copy of the accident form is sent to our Health and Safety Manager.		
11.5	Hygiene		All employees engaged in the preparation, handling, serving and storage of food, shall meet standards of hygiene and personal cleanliness as determined in the Food Hygiene Regulations and <b>eats</b> own procedures.		Mandatory KPI
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
<b>12</b>	<b>Utilities</b>				
12.1	Utilities	<p>Make available at school cost the supply of heating, electric, gas, water services*</p> <p>Establish conservation programme within energy management for whole school.</p>	<p>In the case of a power failure, provide an emergency planning procedure and agree locally with the Head or school representative.</p> <p>Support school in efficient use of utilities in accordance with best practice.</p> <p>Use best endeavours to conserve energy and water. Do not waste or abuse the resource provided.</p> <p>*A contribution per meal will be made to schools by <b>eats</b> for energy administration costs. For meal cooking and production 6p per meal, for service of the meal 3p per meal.</p>		

			Example, a kitchen producing and serving meals on site will receive 9p (6p + 3p) for each meal served. Meals prepared for / served at Dining Centres, 3p per meal will be paid.		
12.2	Telephone	Responsible for the provision of the existing kitchen telephone.			
12.3	Carbon Reduction Commitment		Responsible for ensuring all equipment is turned off at end of working day and used appropriately. Support the school in their CRC and efforts to conserve energy.		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
<b>13</b>	<b>Building Maintenance</b>				
13.1	Redecoration	Responsible for the decoration of the kitchen and dining areas.	Report and record any required repairs to the kitchen building to the Head or School Representative as soon as possible.		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
13.2	General Maintenance	School will undertake repair work concerning the kitchen building as soon as is reasonably possible, and in particular where requested by Environmental Health reports. Timing to be agreed on a case-by-case basis.	Damage caused by <b>eats</b> staff misuse, inadequate procedures, or failure to follow procedures will fall within <b>eats</b> remit to repair or replace. Ensure that all staff treat the building and equipment with care, attention and respect.		
13.3	Premises	Make available without conceding exclusive possession, the specified premises and equipment for the performance of this Agreement. Responsible for ensuring that such premises and equipment provided by the School are fit for the purpose for which they are required and fully comply with the			

		Food Safety Act 1990, the Weights and Measures Act 1985 and any other regulations that may apply.			
13.4	Security	Provide keys required for the supply of Catering requirements.	Responsible for the security of the premises to lock all doors leading to the kitchen and dining areas as under local agreement. Comply with Schools Security Policy and cooperate with the Head and comply with all reasonable instructions on security.		
13.5	Ventilation / Extraction	Air ventilation systems within school kitchens are the responsibility of the school for maintenance, service, repair and renewal. Schools should have their kitchen extraction reviewed for compliance in line with current standards, appropriate to the type of supply (gas / electric) and in respect of the existing catering equipment on site.	Liaise and advise schools regarding extraction/ventilation requirements, relating to the specific equipment within the kitchen.		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
<b>14</b>	<b>Kitchen Equipment – Details of maintenance responsibilities are available in Appendix D</b>				
14.1	Mandatory Testing		Responsible for all kitchen equipment PAT testing, servicing of gas and electric and other equipment services, as detailed in the Catering Equipment Service document.		Mandatory KPI
14.2	Assets	All kitchen equipment (e.g. utensils, white goods etc) belongs to the school and should appear in their school.  Kitchen equipment to be made available to <b>eats</b> between the hours of 07.30-14.30 or as required.  Where possible, agree in advance with kitchen staff when School will be using kitchen equipment outside of core hours –	Equipment Management, - for the purposes of annual servicing, an inventory to be maintained detailing all equipment with a power supply.		<i>Flexibility of hours to be agreed locally.</i>

		mandatory cleaning of all equipment must be carried out as per the kitchen cleaning guidance.			
14.3	Maintenance	<p>Arrange maintenance repairs of the kitchen building (floors, walls &amp; ceilings) and fixed equipment, through the schools arrangements (via Property Services or another service provider).</p> <p>Maintain and upgrade services to equipment (gas, electricity &amp; water) in good condition. Maintain the premises in a sound condition, to prevent the ingress of pests.</p>	<p>Repair and servicing kitchen equipment with a power supply and in maintained schools replacement of kitchen equipment covered by the Catering Renewals Fund.</p> <p>The breakdown of equipment will not in itself be acceptable as a reason for the non-fulfilment of the obligations although alternative menus will be acceptable in the event of an emergency.</p> <p>Monitor the use and replacement of cutlery and crockery and keep losses to a minimum by controlling its issue.</p>		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
<b>15</b>	<b>Payment Methods</b>				
15.1	Finance of Service	<p>The school will be expected to adopt the Suffolk County Council pricing for school meals as recommended by <b>eats</b>.</p> <p>Exceptions can be negotiated with <b>eats</b> and subsidised by the school if requested.</p>	<p>Meal price to be uniform across school types (regardless of type of kitchen / dining centre) and whether the meal is free or paid-for.</p> <p>Selling price negotiations are undertaken centrally to arrange best price.</p>		Mandatory KPI
15.2	Cash & Collection of Funds	The school will be responsible for administering and banking all dinner monies and administering the entitlement and uptake of free school meals. The school will agree with the Head of Kitchen the number of meals ordered (the number of meals charged for by <b>eats</b> will be the	No cash in excess of £50 will be held overnight on site by or on behalf of <b>eats</b> .	The number of meals charged for by <b>eats</b> will be the number supplied or the number ordered,	

		<p>number supplied or the number ordered, whichever proves to be the greater).</p> <p>Payment shall be dealt with in accordance with paragraph 15.5 to 15.8.</p> <p>Collection of monies should not discriminate between pupils.</p>		whichever proves to be the greater.	
15.3	Duty Meals	Members of the school's staff may be entitled to receive a Duty Meal at the discretion of the Head. Such meals are free of charge to the consumer but paid for through the school budget at the rate for Duty Meals from time to time in place.	<b>eats</b> staff to ensure robust system in place for recording staff Duty Meal numbers.		
15.4	Bad Debts	Bad debts are managed by the School as per the Council guidelines.			
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
15.5	Free School Meals (FMS) April 2013 to March 2014	<p>The school shall submit to <b>eats</b> all delegated catering funding ("DCF") received by the school.</p> <p>The school shall pay the monthly invoice for all free school meals provided once the delegated catering fund amount has been exceeded.</p>	<p><b>eats</b> shall apply the DCF to FSM on the basis of £2.20 per FSM; any increases shall be in line with clause 15.8.</p> <p><b>eats</b> shall deduct the monthly FSM costs from the DCF advanced to <b>eats</b> until the funds are exhausted.</p> <p><b>eats</b> shall supply the school with a monthly reconciliation showing the number of FSM's supplied and the amount of the DCF still to be applied towards future FSM's.</p> <p>If the DCF does not meet the school's total payment requirement for FSM's supplied, then when the DCF has been exhausted, unless</p>		

			<p>alternative payment provisions are agreed in writing with the school, <b>eats</b> shall invoice the school monthly in arrears for the cost of additional FSM's supplied.</p> <p>If there is any surplus in the FSM at the end of this period. <b>eats</b> shall repay the surplus to the school.</p>		
15.6	Free School Meal FSM April 2014 to March 2015	The school shall pay the monthly invoice which shall cover paid, duty and free meals received by the school.	<b>eats</b> will invoice the school on a monthly basis for all free meals provided. A single consolidated monthly invoice will cover all payments under 15.6 and 15.7.		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
15.7	Paid for School Meals (PFSM)	<p>The school shall supply <b>eats</b> with up to date (monthly) information as to which are paid for school meals and duty meals.</p> <p>The school shall collect all money from parents/ guardians in respect of PFSM.</p>	<p><b>eats</b> will invoice the school on a monthly basis for all paid and duty meals provided.</p> <p>A single consolidated monthly invoice with cover all payments under 15.5, 15.6 and 15.7.</p>		
15.8	Increases in Costs for School Meals	The school shall meet any reasonable charge increases introduced by <b>eats</b> pursuant to this paragraph 15.8	<p><b>eats</b> may increase its charges for school meals to reflect:</p> <ol style="list-style-type: none"> <li>1. material increases in the costs of raw materials, ingredients and transport which affect the cost of preparing or delivering school meals; or</li> <li>2. Increases in the per-meal budget adopted by the Government.</li> </ol> <p>PROVIDED THAT:</p> <ol style="list-style-type: none"> <li>a. <b>eats</b> shall not in any circumstances increase</li> </ol>		

			<p>the cost per meal more than (twice) per calendar year</p> <p>b. <b>eats</b> shall give the school not less than (1) month's prior notice of any such increase; and <b>eats</b> shall supply the school with adequate information about the reason for the increase.</p>		
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
<b>16</b>	<b>Management Information</b>				
16.1	Performance Monitoring	<p>Manage kitchen inspection as part of site monitoring checks and/or meetings with Catering staff.</p> <p>Ensure compliance to Environmental Health Officer requirements, specifically for areas relating to the condition of premises. Support Catering staff with adherence.</p>	<p>Monitor in accordance with statutory regulations, food safety management procedures, temperature guidelines etc based on the principles of HACCP. Quality assurance procedures results to be made available to the Head on request.</p> <p>Discuss and agree with the Head any monitoring requirements of individual schools.</p> <p>Ensure compliance of Environmental Health Officer requirements (for non premises issues, which are the responsibility of the school). Independently investigate and research the catering market and be proactive in searching for service improvement solutions and advising / recommending to the Head or School Representative as appropriate.</p>		Mandatory KPI

16.2	Promotion of School Meals	Promote school meal uptake and be proactive to increase numbers and support catering service.	To compile and maintain statistics of school meal up-take.		Mandatory KPI
16.3	Indemnity and Insurance		Provide copy of public liability insurance and a copy of employers' public liability insurance.		Mandatory KPI
16.4	Emergency planning	Support <b>eats</b> in producing an emergency planning procedure.	Provide an emergency procedure for supply of food resulting in kitchen closure for example due to loss of electricity.		Mandatory KPI
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
16.5	Third Party Lets	Costs associated with the hiring of the kitchen to third party lets outside of the lunch time meal service requirements will be the responsibility of the Head or School representative as will any charges they make for this provision. The area used must be left in a clean and safe manner in accordance with the <b>eats</b> cleaning and hygiene procedure.			
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
<b>17</b>	<b>Kitchen Administration</b>				
17.1	Administration	Weekly updating of school meal data, via the established Saffron online database.	Provide own assets to run kitchen administration e.g. ordering supplies.  <b>eats</b> to keep a management information database containing data on all the schools and school meals		

			in the County, enabling schools to be updating weekly data online.		
17.2	Termination of Contract	This contract shall terminate on 31 March 2015.	To prepare a new Service Level Agreement in consultation with schools during 2014/15.		
No.	Scope	School and Governor Responsibility	eats Responsibility to the School		<i>Optional scope is written in italics</i>
18	Transfer of Undertakings (Protection of Employment Regulations 1981 (TUPE))				
18.1	TUPE implications upon notice of termination of contract	<p>Ensure that in the event that you wish to terminate this agreement that any new contractor is aware that these regulations will apply in respect to the transfer of staff.</p> <p>It is a statutory requirement that existing catering staff be given 3 months clear formal notice if a TUPE transfer is involved.</p> <p>If a school in considering changing their catering provider, including taking in-house, Governors should be made aware that an award of contract the terms of the Directive and these Regulations will apply and that the existing workforce currently employed by eats will transfer to the</p>	Provide TUPE data to the school in accordance with Data Protection Act.		

		<p>successful contractor on commencement of the contract.</p> <p>In particular, the Governors should require potential contractors when submitting bids, to take into account the requirements of the Directive and the Regulations including the following:</p> <p>The need to consult with recognised Trades Unions and that an adequate (normally a minimum of 3 months) period of notice is given to any staff that will be part of a transfer.</p>			
<b>No.</b>	<b>Scope</b>	<b>School and Governor Responsibility</b>	<b>eats Responsibility to the School</b>		<i>Optional scope is written in italics</i>
		<ol style="list-style-type: none"> <li>1. The need to maintain existing conditions of employment, including rates of pay.</li> <li>2. The need to provide a continuing and equivalent pension provision.</li> <li>3. The need for a successful contractor to accept liability in respect of claims for redundancy, unfair dismissal and all other claims related to employees of the eats involved in work relating to the contract.</li> </ol> <p>It is strongly recommended that the contract contain a clause requiring the contractor to exercise discretions available to the County Council, namely those in the Employment Stability Policy and to provide broadly comparable pension provision, or</p>			

		equivalent compensation for the transferring employees. This has been the advice of the DETR".			
--	--	--	--	--	--

### Guidance to be considered and upheld

The Catering Service works to the Governments National Nutritional Guidelines.
National Codes of Practice or British Standard Specifications.
HACCP procedures.
The Healthy Schools Programme.
Your child your schools our future.
The Health & Safety at Work Act 1974.
The Food Safety Act 1990 (Amended/Regulation 2004).
The General Food Regulations 2004.
The Food Hygiene (England) Regulations 2006.
Official Feed and Food Controls (England) Regulations 2005.
Food Labelling Regulations 1994.

All parties shall give notice in writing to all parties of any substitute appointment as Authorised Officer, The Head, and Agent Officer of any substitute appointment.

From time to time the Authorised Officer, Head may appoint one or more deputies to act for him generally or for specified periods. Immediately any such appointment is made notification will be given to **eats** in writing. During the periods he is so authorised any such deputy shall have the powers and duties of the Authorised Officer, Head and be treated as such in all respects.

**19. Adjustment to this Service Level Agreement:**

In order to provide schools flexibility within this Service Level Agreement, **eats** will agree with schools suitable adjustments to this Service Level Agreement to aid the operational element of the service.

19.1 One copy of the Adjustment to be kept by the Head and one copy to be kept by **eats**.

19.2 Any operational staff costs associated with the required Adjustment will be at a rate of £8.02 per hour (hourly rate to be reviewed annually in April).

19.3 All associated costs agreed by **eats** and the Head are to be detailed and invoiced by **eats** directly to the School annually (as a minimum) or as agreed by both parties, and paid by the school within 30 days of receipt.

19.4 Both Parties should ensure any intended adjustment falls directly outside the scope of the SLA and Agreement, and any other Terms and Conditions as the Principal may at any time specify in writing to **eats**.

19.5 **eats** shall maintain at its own expense all administration costs associated with the adjustment agreements, such as filing, storage, invoicing etc.

Adjustments to Service Level Agreement - Catering Service					
No.	Scope	School and Governor Responsibility	eats Responsibility	Agreement Date	Agreed Costs (if any)
20	Locally Agreed Actions				
20.1					
20.2					
20.3					
20.4					

**Contact Officers**

**This Agreement is an Adjustment to the Service Level Agreement between:  
eats and all Suffolk schools within the Catering Arrangement**

Contact (name/title/tel/email) **eats** .....

Signed by .....

Date .....

School .....

Contact (name/title/tel/email) .....

Signed by .....

Date .....

## Glossary

<b>eats</b>	-	<b>eats</b> catering who are the service provider and part of Eastern Facilities Management Solutions Ltd.
Food for Life	-	Partnership between schools, caterers and Soil Association.
CSD	-	Customer Services Direct.
Dining Centres	-	Sites that have no kitchen facilities on site and the meals are transported in.
Contract Manager	-	<b>eats</b> staff who manages a number of school sites.
Head of Kitchen	-	Responsible manager in the kitchen.
Healthy Schools	-	An independent organisation facilitating collaboration between parents, teachers, administrators and policy makers.
Nutritional Standards	-	Government nutritional food standards for school meals 2008.
Catering Equipment Service	-	Primary school equipment service provided by <b>eats</b> .
DRB	-	Disclosure and Barring Service.
Free School Meals	-	Pupil free school meals.
Paid Meals	-	Pupil paying school meal.
Duty Meals	-	School staff free meals.
TUPE	-	Transfer of Undertakings (Protection of Employment) Regulations 1981.