 

##### Education Welfare Benefits Service

Free School Meals

Service Level Agreement for provision of services to Academies

**September 2024 – August 2025**

**Page 1 of 6**

The package offered to Academies will comprise:

* On-line application form; With an instant result for Parent.
* Single page paper application form for those with no access to computer;
* Paper proof of benefit no longer required, when Electronic Checking Service can confirm entitlement;
* Continuing entitlement to receive FSM assumed for new and existing claimants;
* Four-weekly check, using the ECS of all current claimants to confirm continued entitlement; *Not currently required due to Universal Credit rollout protect period.*
* Letters sent only to those parents/carers whose entitlement it has not been possible to verify using this system (approx on 5 – 10% of all claimants), or for whom we have been advised of a change to their circumstance or that of the child;
* Daily list to Academies by 11.30 am of new entitlement and those which have ended.
* Weekly full list of all entitled pupils (Sent Friday Afternoon or Monday Morning);
* Single page change of circumstance form;
* Check for entitlement of other education welfare benefits for all applications, advised to parents at time of application;
* Continued check of eligibility for claimants whose entitlement may have ceased (seasonal workers) throughout academic year, and contact made where parent may be eligible to claim again.

 **Charge for Service Package: £9.54 per eligible pupil per year**

**Please return signed copy to :**

Education Welfare Benefits Service

email to dawn.rogers@cambridgeshire.gov.uk

**Introduction**

The aim of this Service Level Agreement is to provide a very simple agreement to enable Academies to purchase from the Local Authority services relating to the administration and entitlement of Free School Meals.

As you will be aware, improvements have been made to the current service, in the way in which the Local Authority can check the entitlement of new claimants to Free School Meals (FSM), improvements to the process for renewal of their entitlement to FSM and through the provision of an on-line application form.

In recent years the Education Welfare Benefit Service (EWB) has developed and improved its services, including a mobile accessible online application form which incorporates an automated checking system to verify entitlement to Free School Meals (FSM) at the time of application.

These improvements mean that parents/carers receive an instant response to their online application, informing them of the FSM eligibility for their children.

The charge for the service outlined in Appendix 1 will be £9.54 per eligible pupil per year. This is equivalent to less than 1% of the pupil premium received by the school for each eligible pupil.

The annual charge to the Academy will be calculated by using the most recent January Census / PLASC data available at the time of entering or renewing the contract.

The cost to the Local Authority of providing these services may in some years exceed the amount collected from Academies. In acknowledgement of this, the level of charge will be reviewed annually, and a decision taken to adjust this, if necessary. Academies will be given due notification of any proposed changes.

**Agreement**

Date day of 2024

Parties:

Cambridgeshire County Council ( “the Authority”) whose principal place of business is at New Shire Hall,
Emery Crescent, Enterprise Campus, Alconbury Weald, Huntingdon, PE28 4YE

and

 [ name of Academy , company registration number , registered address ] (“the Academy”)

1. Terms of Agreement

1.1 The Academy appoints the Authority to provide a Free School Meals Service (“the Services”)for the period 1st September 2024 to 31st August 2025. The Service

1.2 The Authority agrees to provide the Academy with the Services in accordance with the Specification and the terms of this Agreement. The Specification is set out in Appendix 1.

1.3 The Academy agrees that the Services are to be provided as follows:

1. Direct to the Academy unless the Academy and the Authority’s Lead Education Welfare Benefit Officer otherwise agree in writing:
2. Subject to the terms and conditions of this Agreement; and.
3. Subject to the payment of the appropriate charge.
4. The Charge

The annual charge for these Services will be invoiced to the Academy in October and will be determined using the most recent January Census / PLASC data available at the time of entering the agreement. The invoice will be raised manually and sent to the Academy by GPO or, by email. The Academy shall pay the charge made in accordance with the invoice terms and within 28 days of the date of the invoice.

1. Academy Responsibilities

3.1 The Academy undertakes to provide the Authority with all relevant, information regarding the student such as change of school, change of family address or any other information we may require; and

3.2 Hold, store and use all information provided to it by the Local Authority in accordance with the Data Protection Act.

4.. The Authority’s Obligations

4.1 The Authority undertakes to:

 (a) use reasonable endeavours to deliver the Services. If this is not possible due to factors beyond its control, such as changes in legislation, the Authority undertakes to consult with the Academy before any changes to the Services are implemented

(b) respond to a request for a visit/meeting to discuss particular issues relating to the Services;

(c) adhere to all relevant legislation; and

(d) give due notice of any proposed changes in the terms of the agreement or charges.

5. Quality Assurance

5.1 In the event that the Academy is dissatisfied with the quality of the Services being provided the Headteacher should, in the first instance, attempt to resolve the issue with the Authority’s Lead Education Welfare Benefit Officer.

5.2 If this issue remains unresolved the matter will be put before an Officer Panel of the Authority, to include the Head of Education Operations and a representative from Education Finance, to investigate and attempt to resolve further.

5.3 If having undertaken the steps to resolve the issues specified in clause 5.1 and 5.2 above, either party to this Agreement is satisfied that no resolution can be reached, either party may terminate this Agreement with immediate effect by serving written notice on the other party. The Authority will refund the part of the payment already made by the Academy for the remainder of the financial year from the date of the termination of the contract as a proportion of the annual payment.

5.4 Upon termination of this Agreement pursuant to clause 5.4 the Authority shall (except as limited by law) have no liability to the Academy in contract or tort in respect of any loss, damages , compensation or claims arising directly or indirectly in connection with the provision of the Services or this Agreement.

6. Termination of the Agreement

This Agreement will terminate on 31st August 2025 unless following a review pursuant to clause 8.1 the Authority confirms in writing to the Academy that it is willing to continue to provide the Services or part of the Services and the Academy confirms pursuant to clause 8.2 that it wishes to purchase the Services or part of the Services for the next financial year in which events the term of this Agreement shall be extended until 31st August of the next year.

7. Liaison

 The points of contact for the Academy will be:

 Dawn Rogers – Lead Education Welfare Benefits Officer

 Telephone number: 07810 173711 / 01223 703200

 E-Mail: dawn.rogers@cambridgeshire.gov.uk

Helen Gregg - Head of Education Operations

 Email: Helen.Gregg@cambridgeshire.gov.uk

In witness whereof the parties have executed this Agreement the date first before written.

 Signed on behalf of: Cambridgeshire County Council

 Name: Dawn Rogers

 Position: Lead Education Welfare Benefits Officer

 Executed on behalf of [Academy name]

 acting by

 [authorised person]

NB. Those Academies who do not purchase service packages will be responsible for dealing with the administration of Free School Meals for pupils at the Academy.

8. Review of the Service Level Agreement

8.1 The Authority undertakes to review this Agreement annually by 30th June.

8.2 By 31st August 2024 the Academy must decide whether it wishes to purchase any

of the Services covered by this Agreement for the academic year 2024 - 2025.
At that point the Academy will have the opportunity to choose to do one of the following.

* Extend this Agreement; or.
* Withdraw from the contract

 The Academy shall advise the Authority of its decision by notice in writing to be given by 31st August.

**Feedback Form**

**The Education Welfare Benefit Team is committed to improving the service it provides and would welcome your views. Please assist us by completing and returning this form.**

**Academy Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Have you used the EWB Team’s Service Level Agreement previously?**

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**Have you been happy with the service that you have received? If not please provide details below.**

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**Do you feel that the Service Level Agreement offers value for money?**

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**Do you think that the service could be improved?**

**Either in its delivery?**

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**Or in the packages offered?**

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**Do you have any other comments or suggestions?**

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Return to: Dawn.Rogers@Cambridgeshire.gov.uk

June 2024