



NOTICE OF MEETING

Schools Forum

Thursday 8 December 2011, 4.30 pm

Council Chamber, Fourth Floor, Easthampstead House, Bracknell

To: The Schools Forum

Schools Members:

Maureen Beadsley, Secondary School Governor
Trisha Donkin, Primary School Representative
Andrew Fletcher, Secondary School Representative
Brian Fries, Secondary School Governor
Ed Glasson, Primary School Governor
Gill Harbut, Primary School Representative
Louise Lovegrove, Primary School Representative
John McNab, Secondary School Governor
Kelvin Menon, Primary School Governor
Joanna Quinn, Primary School Representative
Tony Reading, Primary School Governor
Paul Salter, Secondary School Representative
Trudi Sammons, Primary School Representative
Anne Shillcock, Special Education Representative
John Throssell, Primary School Governor (Vice-Chairman)
Kathy Winrow, Secondary School Representative
Vacant, Primary School Representative

Non-Schools Members

George Clement, Union Representative (Chairman)
Kate Sillett, PVI Provider Representative
Vacant, 14-19 Partnership Representative
Vacant, Diocese Representative (Roman Catholic)
One Vacancy, Diocese Representative

ALISON SANDERS
Director of Corporate Services

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If you require further information, please contact: Amanda Roden
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Published: 30 November 2011

Schools Forum
Thursday 8 December 2011, 4.30 pm
Council Chamber, Fourth Floor, Easthampstead House, Bracknell

AGENDA

Page No

1. **Apologies for Absence/Substitute Members**
To receive apologies for absence and to note the attendance of any substitute members.
2. **Declarations of Interest**
Members are required to declare any personal or prejudicial interests and the nature of that interest, in respect of any matter to be considered at the meeting.
3. **Minutes and Matters Arising**
To approve as a correct record the minutes of the meeting of 15 September 2011. 1 - 6
4. **Membership of the Schools Forum**
To receive an information report in relation to the new Primary School Governor Representative on the Schools Forum. 7 - 10
5. **Role of Executive Member for Education on Schools Forum**
To receive a report which seeks to amend the Constitution of the Bracknell Forest Schools Forum to add the Executive Member for Education as an observer of the Forum. 11 - 12
6. **School Meals Specification**
To receive a report which seeks feedback from the Schools Forum on the proposed specification for the school meals contract from July 2012. 13 - 50
7. **School Building Cleaning**
To receive a report which advises the Schools Forum on the decision and outcome of awarding the corporate cleaning contract (which includes school sites) to KGB Cleaning. 51 - 54
8. **Priority School Building Programme**
To receive a report which seeks feedback from the Schools Forum on the future participation by Bracknell Forest in the new DfE Priority School Building Programme. 55 - 60

9. **The Schools Budget: 2011-12 Budget Monitoring and other Financial Matters** 61 - 68
- To receive an update on the Schools Budget 2011-12, the current budget monitoring forecast, the revised criteria proposed to be used to fund schools experiencing significant in-year growth in pupil numbers, and changes made by the Department for Education (DfE) to the initial per pupil funding rates for the Pupil Premium.
10. **Preparations for the 2012-13 Schools Budget** 69 - 90
- To receive an update on progress towards setting the 2012-13 Schools Budget; in particular seeking agreement to a budget strategy to enable effective budget planning, reviewing the questions posed and responses received to the financial consultations with schools, the current evaluation of the financial outlook for the 2012-13 budget, and the current position regarding the Council's Job Evaluation exercise.
11. **Exclusion of Public and Press (S100A)**
- To consider the following motion:
- That pursuant to section 100A of the Local Government Act 1972, as amended, and having regard to the public interest, members of the public and press be excluded from the meeting for consideration of the following items which involve the likely disclosure of exempt information under the following category of Schedule 12A of that Act:
- (3) Information relating to the financial or business affairs of any particular person (including the authority)

Report Containing Exempt Information

12. **Off Site and Adventurous Activities Service** 91 - 100
- To receive a report which seeks feedback from the Schools Forum on the proposed changes to the Off Site and Adventurous Activities Services for schools.
13. **Dates of Future Meetings**
- The next meeting of the Schools Forum is scheduled for Thursday 9 February 2012 at 4.30pm in the Council Chamber at Easthampstead House.

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**SCHOOLS FORUM
15 SEPTEMBER 2011
4.30 - 5.34 PM**

Present:

Schools Members

Trisha Donkin, Primary School Representative
Ed Glasson, Primary School Governor
Gill Harbut, Primary School Representative
Louise Lovegrove, Primary School Representative
John McNab, Secondary School Governor
Joanna Quinn, Primary School Representative
Paul Salter, Secondary School Representative
Trudi Sammons, Primary School Representative
John Throssell, Primary School Governor (Vice-Chairman)
Kathy Winrow, Secondary School Representative
Anne Shillcock, Special Education Representative

Non-Schools Members:

George Clement, Union Representative (Chairman)
Kate Sillett, PVI Provider Representative

Also Present:

Paul Clark, Bracknell Forest Council
Emma Silverton, Bracknell Forest Council
David Watkins, Bracknell Forest Council
Bob Welch, Bracknell Forest Council

Apologies for absence were received from:

Maureen Beadsley, Secondary School Governor
Andrew Fletcher, Secondary School Representative
Brian Fries, Secondary School Governor

1. Election of Chairman

On the proposition of Ed Glasson, seconded by John Throssell it was **RESOLVED** that George Clement be elected as Chairman of the Schools Forum.

GEORGE CLEMENT, IN THE CHAIR

The Forum noted that Gordon Anderson who had previously been Vice Chairman of the Forum had stepped down from his role as Diocese Representative. A letter of thanks had been sent to Mr Anderson on behalf of the Forum.

2. Election of Vice Chairman

On the proposition of Ed Glasson seconded by Paul Salter it was **RESOLVED** that John Throssell be appointed as the Vice-Chairman of the Schools Forum.

3. **Declarations of Interest**

Louise Lovegrove declared a personal interest in respect of Item 9 as Governor of Cranbourne Primary School.

Anne Shillcock declared a personal interest in respect of Item 9 as Governor of Easthampstead Park Secondary School.

4. **Minutes and Matters Arising**

RESOLVED that the minutes of the meeting held on 14 July 2011 be approved as a correct record and signed by the Chairman.

5. **Schools Forum Membership Review**

Emma Silverton, Democratic Services Officer, presented a report on the review of provision for secondary school representatives on the Schools Forum which had been undertaken after agreement of the Forum at its meeting on 14 July when the membership was amended to include an academy representative.

There were currently 17 school representatives on the Forum, 59% of which were from primary schools, 35% were from secondary schools and 6% were from academies. The representatives were broadly proportionate to the schools population which meant that there was now a vacancy for a third secondary schools staff representative on the Forum to replace Mrs Winrow who had been confirmed as the Academy Representative by the Governing Body of the Ranelagh Academy.

It was noted that the Secondary Heads Group had been contacted regarding a replacement representative and would confirm who this would be after their meeting at the end of September.

It was noted that the Primary Heads Group would be contacted to ask if they would nominate a representative to fill the Primary Representative vacancy.

RESOLVED that:

- a) the composition of the Bracknell Forest Schools Forum as set out in Appendix A be approved.
- b) the Secondary Heads Group be asked to nominate a third representative to the Forum.

6. **Schools Planned Works Programme**

Chris Taylor, Head of Property and Admissions, presented the report on the Schools Planned Works Programme which set out the Council's proposed approach to the prioritisation of funding for the Schools Planned Works Programme which was a LA capital investment in maintained schools.

The Forum had received a report suggesting a proposed approach to prioritisation following consultation with schools in spring 2011. The Forum had expressed concern in relation to the length of time allowed for the consultation so a further 12 week written consultation was undertaken between May and July 2011.

The response rate was disappointing. Only five schools responded to the consultation however, 80% of respondents did agree with the proposals.

It was noted that there was a minor typographical error in respect of the numbering only in the table of school responses to the consultation. It was agreed that this would be amended and circulated to members of the Forum.

It was reported that School Fire Risk Assessments had originally been carried out by external consultants however, the Council's Health and Safety Officers had now been trained and would be able to offer advice relating to updating Fire Risk Assessments in the future which would be on a more cost effective basis.

RESOLVED that the proposed approach to the prioritisation of LA funding for the Maintained Schools Planned Works Programme as set out in the body of the report be agreed.

7. New Statutory Requirements Related to Alternative Educational Provision

Bob Welch, Chief Advisor: Learning and Achievement, presented the report which gave details of the revised statutory requirements and cost implications for the education of children and young people out of school although not excluded but known to Bracknell Forest Council.

The requirements extended the current arrangements in which only pupils who were excluded from school were guaranteed full-time provision. From 1 September 2011 the LA must ensure all children out of school received suitable full-time education unless reasons relating to their medical condition meant this would not be in their best interests.

Given the small number of pupils and the variability of their needs it was difficult to predict the amount of additional resource needed to meet the new requirement. On the basis of 2010/11 numbers the estimated additional budget requirement for the remainder of the 2011/12 financial year was £34,200 comprised of £22,200 for provision for pupils with medical needs and £12,000 for additional teaching for the Cottage group at College Hall. It was estimated that the full year budget pressure in 2012/13 would be £59,000.

In response to a question on the effectiveness of online learning, it was confirmed that this provision worked well alongside face to face learning for pupils however, it was unlikely that online learning would be the sole provision made available to a pupil.

RESOLVED that:

- a) the change to the statutory requirements related to the education of children out of school (paragraph 5.2) be noted,
- b) the forecast overspend in the current year of £0.034m and the potential full year budget pressure of £0.059m (paragraph 5.27) be noted.

8. Support to schools in financial difficulties

Paul Clark, Group Accountant for Children, Young People and Learning presented the report on Support to Schools in Financial Difficulties which was received annually by the Schools Forum. The report gave an update on proposals for licensed deficit arrangements for schools, support to schools in financial difficulty, amendments to how the LA funded school improvement budget may be used to support schools at

risk of entering an Ofsted category of concern and confirmed the amount of Dedicated Schools Grant for 2011-12.

It was reported that Cranbourne Primary School, Fox Hill Primary and College Town Junior School were under licensed deficit arrangements with the LA and that all three schools were on target to meet the terms of their agreements. It was noted that should any changes be proposed to the arrangement during the year, they would be presented to the Forum for comment prior to the decision by the Executive Member for Education.

One school was considered in need of additional financial support. Whilst the medium term budget for Easthampstead Park Secondary School indicated sufficient funds were expected to cover anticipated costs, during June 2011, the school was inspected by Ofsted and issued with a Notice to Improve. Discussions between the LA and the School identified that the most effective means of supporting the school would be to fund a replacement assistant head teacher, at a cost of £0.090m, which would ensure that there were sufficient resources and expertise to address the concerns raised by Ofsted and maintain the progress of the School.

It was noted that a Management Intervention Board would be set up to monitor the progress of the school during the period of the Notice to Improve and that this would be responsible for authorising additional expenditure against a further £0.060m funding allocation.

It was reported that the use of the Schools Improvement Budget had be amended to widen the scope of the budget and to allow funding to be used to support schools deemed to be at risk of entering an Ofsted Category as well as those in Ofsted categories.

It was confirmed that the amount of 2011/12 Dedicated Schools Grant (DSG) was £75 million which was £0.476m more than anticipated. The difference was accounted for by a funding adjustment for low take up of entitlement to early years education.

Members of the Forum were invited to send suggestions for the use of the additional funding to Paul Clark for consideration. It was noted that an update on budget monitoring would be brought to the Forum meeting in October.

RESOLVED that:

- a) Cranbourne Primary School, Fox Hill Primary and College Town Junior School were all on target to meet the terms of the previously agreed licensed deficit arrangements (paragraphs 5.4 to 5.6) be noted,
- b) the proposal to allocate £0.150m from the budget to support schools in financial difficulty to Easthampstead Park Secondary School to aid recovery from the Notice to Improve, on the terms set out in the body of the report (paragraph 5.15) be agreed,
- c) the LA funded budget to support school improvement would in future be directed to schools at risk of entering an Ofsted category as well as those in categories 4 or 5 of the LA's policy for school improvement (paragraph 5.17) be noted,
- d) the confirmed amount of Dedicated Schools Grant for 2011-12 is £75m, £0.476m more than anticipated when the budget was set, and that proposals

for budget changes, if relevant, would be presented to the Schools Forum for consideration in October (paragraphs 5.19 - 5.20) be noted.

9. **Implementing the Schools Financial Value Standard**

The Forum received the report on the new requirement on schools to complete the Schools Financial Value Standard (SFVS) from Paul Clark, Group Accountant for Children, Young People and Learning. The SFVS represented the Coalition Governments view of financial standards and was a lighter touch approach to that of the previous government.

The new SFVS had been developed to provide a clear and concise method for financial management and to provide a meaningful benchmark to encourage self-improvement. The SFVS became available from 1 September 2011 and was primarily aimed at school governors as governing bodies were now responsible for the financial management of their school.

The SFVS consisted of 23 questions which covered four areas; the governing body and the schools staff, setting the budget, value for money and protecting public money. Once completed that assessment would need to be agreed by the Governing body and then sent to the LA.

RESOLVED that:

- a) the expectation that maintained schools would be required to complete the SFVS on an annual basis, no later than 31 March 2013, be noted,
- b) one Bracknell Forest school had failed to meet the Financial Management Standard in Schools and would therefore be required to meet the SFVS by 31 March 2012, be noted.

10. **DfE Consultation on School Funding Reform: Proposals for a Fairer System**

The Forum received a report which gave details of the proposals set out in the Department for Education (DfE) Consultation on school funding reform; proposals for a fairer system.

It was reported that the current consultation followed on from an earlier consultation which was reported to the Forum in July. The latest consultation was complex with the DfE seeking comments on proposals for change in a number of sensitive areas with the potential for significant redistribution of funding. The consultation would dictate the future distribution of funding for education services to LAs and schools.

Key elements of the consultation focussed on transparency, making processes more uniform across the country and targeting resources to areas of most need.

The Forum had received additional papers which showed the LA response to the consultation. Members were asked to consider whether they wished to send their own response on the consultation to the DfE, the deadline for which was 11 October 2011.

The Forum noted the DSG did not include provision for academies. The LA was not obliged to provide services to the Academy however, the academy could buy services from the LA should it decide to do so.

Concern was expressed in relation to the short period of time in which to formulate a response to the consultation which left little time for representatives to consult with their schools. It was noted that the Forum did not have to send a response to the DfE and if individuals schools wished to they could send their own responses to the consultation.

It was agreed that members of the Forum would consult with their schools to see if they wishes to respond to any sections of the consultation. Any comments from members would be sent to Emma Silverton, who would collate the responses received and pass them on to the Forum's Chairman. The Chairman would fill in a response from the Forum and send it to the DfE on their behalf.

RESOLVED that the content of the DfE consultation on school funding reform be noted.

11. **Dates of Future Meetings**

The next meeting of the Schools Forum was scheduled for Thursday 13 October 2011, 4.30pm, Council Chamber Easthampstead House.

Future meetings

- Thursday 8 December 2011
- Thursday 9 February 2012
- Thursday 8 March 2012
- Thursday 26 April 2012

CHAIRMAN

SCHOOLS FORUM 8 DECEMBER 2011

MEMBERSHIP OF THE SCHOOLS FORUM Director of Corporate Services

1 INTRODUCTION

- 1.1 Due to insufficient nominations, received during the election process for three primary school governor representatives on the Schools Forum, a vacancy remains on the Forum. This report sets out the process for appointing a representative to fill the outstanding primary school governor vacancy.

2 SUPPORTING INFORMATION

- 2.1 During the summer term 2011, nominations were sought to fill three vacancies for primary school governor representatives on the Forum. Only two applications were received, therefore there was no need to hold an election and in accordance with the procedures for appointment to the Forum the two applicants were appointed for a term of three years.
- 2.2 As there were insufficient nominations, leaving one vacancy, in accordance with the Forum's Constitution and the 2010 Regulations, the Executive Member for Education and Director of Children, Young People & Learning in consultation with the Chairman of the Forum, were invited to appoint to the remaining vacancy on behalf of the authority.
- 2.3 A previous representative on the Forum Kelvin Menon, Primary School Governor of Whitegrove Primary School expressed an interest in rejoining the Forum
- 2.4 When a governor is appointed to a vacancy by the authority instead of elected to the Forum, the term of office will be for one year (or the remaining part of the year in question) with all governors invited to make nominations again as part of the following year's election process.
- 2.5 With agreement from the Executive Member for Education and Director of Children, Young People & Learning and the Chairman of the Forum, Kelvin Menon has been appointed to the Bracknell Forest Schools Forum as a Primary School Governor Representative for the rest of the current year.
- 2.6 Nominations will be sought from all Primary School Governors for a Primary School Governor Representative on the Forum during the 2012 summer term in accordance with the Forum's Constitution.
- 2.7 The Forum's current membership can be viewed in Annex A.

3 EQUALITIES IMPACT ASSESSMENT

- 3.1 No issues arising from the report.

4 STRATEGIC RISK MANAGEMENT ISSUES

4.1 No issues arising from the report.

Background Papers

The Schools Forum (England) Regulations 2010

Bracknell Forest Schools Forum Constitution

Election of Governors to the Bracknell Forest Schools Forum, Guidance Notes

Report to the Schools Forum: Membership of the Schools Forum, 14 July 2011

Contact for further information

Derek Morgan, Democratic Services – 01344 352044

derek.morgan@bracknell-forest.gov.uk

MEMBERSHIP OF THE BRACKNELL FOREST SCHOOLS FORUM:

SCHOOLS MEMBERS:

Primary Representatives: (5) *Appointed by nomination of Primary Heads group*

Joanna Quinn, Wooden Hill School
Gill Harbut, Winkfield St Mary's
Trisha Donkin, Holly Spring Junior School
Trudi Sammons, College Town Infants and Nursery
Vacancy

Primary Governors: (5) *Appointed from all Primary Governors, by election where needed*

Ed Glasson, Meadow Vale Primary School **(to 31.08.2013)**
Louise Lovegrove, Cranbourne Primary School **(to 14.07.2014)**
Kelvin Menon, Whitegrove Primary School **(to 31.08.2012)**
Tony Reading, Sandy Lane Primary School **(to 14.07.2014)**
John Throssell, Crown Wood Primary School **(to 31.08.2012)**

Secondary Representatives: (3) *Appointed by nomination of Secondary Heads group*

Paul Salter, Brakenhale School
Andrew Fletcher, Sandhurst School
Vacancy

Academy Representative: (1)

Kathy Winrow, Ranelagh School

Secondary Governors: (3) *Appointed from all Secondary Governors, by election where needed*

Mrs Maureen Beadsley, Easthampstead Park School **(to 31.08.2012)**
Brian Fries, Easthampstead Park Secondary School **(to 31.08.2013)**
John McNab, Edgbarrow School **(to 31.08.2013)**

Special Education Representatives: (1) *Appointed from Special School Governors*

Anne Shillcock, Kennel Lane Special School **(to 31.08.2013)**

NON-SCHOOLS MEMBERS:

Union Representative: (1)

George Clement

Church of England Diocese Representative: (1)

Vacancy

Roman Catholic Diocese Representative: (1)

Vacancy

14-19 partnership (1)

Vacancy

PVI providers (1)

Kate Sillett

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**TO: SCHOOLS FORUM
8 DECEMBER 2011**

ROLE OF THE EXECUTIVE MEMBER FOR EDUCATION ON THE SCHOOLS FORUM Director of Corporate Services

1 PURPOSE OF REPORT

- 1.1 This report gives details of an adjustment to the Schools Forum Constitution to formalise the role of the Executive Member for Education in relation to the Forum.
- 1.2 As a member of the Executive may not be appointed as a member of the Forum it has been agreed that the role of the Executive Member for Education be that of an observer of the Forum.

2 RECOMMENDATION

- 2.1 **That the Constitution of the Bracknell Forest Schools Forum be amended to add the Executive Member for Education in to 2.6 as an observer of the Forum.**

3 REASONS FOR RECOMMENDATION

- 3.1 The Department for Children, Schools and Families advises that it is good practice for the executive member and/or senior officers to be able to speak to an item and respond to any queries the Forum raises.
- 3.2 In accordance with the Schools Forums (England) Regulations 2010, Part 7 (4); 'the authority may not appoint any executive member or relevant officer of the authority to their forum as a non-schools member'.
- 3.3 Therefore, the Executive Member for Education would be listed in the Schools Forum Constitution as an observer of the Forum, see Appendix A, 2.6.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Not to add the Executive Member for Education to the Schools Forum Constitution as an observer, however, if not added the Forum's Constitution would not reflect good practice as advised by The Department for Children, Schools and Families.

5 SUPPORTING INFORMATION

- 5.1 Any elected member or officer who is not a member of the Schools Forum is entitled to attend any public meeting of the Forum and speak to an item at the discretion of the Chairman. This ensures that non voting members of the Schools Forum have a clear process to enable them to participate in any discussions that the Forum may have.
- 5.2 The Executive Member will be able to attend public meetings of the Forum and address the meeting when invited to do so by the Chairman however, they will have no formal status and will not be able to participate in voting.

6 ADVICE RECEIVED FROM STATUTORY AND OTHER OFFICERS

Borough Solicitor

6.1 Nothing to add to the report.

Borough Treasurer

6.2 Nothing to add to the report.

Equalities Impact Assessment

6.3 No impacts identified arising from this report.

Strategic Risk Management Issues

6.4 No impacts identified arising from this report.

Other Officers

6.5 None

7 CONSULTATION

Principal Groups Consulted

7.1 None

Method of Consultation

7.2 None

Representations Received

7.3 None

Background Papers

The Schools Forums (England) Regulations 2010

Bracknell Forest Schools Forum Constitution

DfE: Schools Forums: Operational and Good Practice Guidance, December 2010

Contact for further information

Derek Morgan, Democratic Services – 01344 352044

derek.morgan@bracknell-forest.gov.uk

TO: SCHOOLS FORUM
DATE: 8 DECEMBER 2011

SCHOOL MEALS SPECIFICATION **(Director of Children, Young People & Learning)**

1 PURPOSE OF REPORT

- 1.1 To consult the Schools Forum on the proposed specification for the school meals contract which is being re-tendered from July 2012.

2 RECOMMENDATIONS

- 2.1 **That the Schools Forum notes and gives feedback on the proposed specification for the school meals contract from July 2012.**

3 REASONS FOR RECOMMENDATIONS

- 3.1 **Schools Forum are consulted on all service contracts that are to be tendered on behalf of schools.**

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Schools are responsible for providing school meals to pupils, but these can be provided in a number of ways:
- 4.1.1 Schools could elect to only provide sandwiches to free school meal children. However, this would be inconsistent with the Boroughs objective of improving health standards and children's ability to learn may be affected if they do not eat a proper meal at lunchtime. All schools currently provide a hot meal service which is available to all pupils.
 - 4.1.2 Schools can buy the service in by letting individual contracts on a school by school basis, however this would create costs for consultants and procurement, and management time at each school. Seven schools currently do this including five secondary schools, one infant and one junior school, under separate contracts for each school.
 - 4.1.3 Schools can employ catering staff directly. This requires management, but does provide greater control of the process, however the school has to buy its own food and also takes on the risks associated with employing staff and health & safety. Only one primary school currently does this.
 - 4.1.4 The preferred option is that the Council contracts the service on behalf of schools. This has the advantage of economies of scale, reduces the administrative and management burden on schools and transfers the risk of health & safety, procurement of food and contract management away from the school. This is the preferred option for the majority of schools and currently 28 primaries, 1 special and 1 secondary school buy into the Council contract for school meals.

5 SUPPORTING INFORMATION

Background

- 5.1 The current school meals contract with ISS Education is due to end on 31st July 2012. In June 2010 Schools and Schools Forum have been consulted and have agreed that the Council should re-tender the service on behalf of schools. A School Meal's Working Group has been established including Head Teacher, Bursar and Parent/Governor representatives to update the specification and renew the contract.
- 5.2 The Council has agreed to jointly tender for a new school meals contract with West Berkshire Council with an aim to achieve economies of scale and help make the contract more attractive to the market. There will be separate contracts for each authority.

Features of the specification

- 5.3 The specification is attached as Appendix A, and Schools Forum may wish to note the following:
- 5.4 We will welcome proposals from contractors for ideas around cashless catering and in particular for on-line systems that enable parents to pay electronically. (Section 2).
- 5.5 Tenderers will be required to explore the use of local producers and suppliers wherever possible who support initiatives such as Red Tractor meat, Food for Life, Farm Assured etc, and who follow ethical trade policies. (Section 6).
- 5.6 There will be a choice of meals on the menus (Section 7).
- 5.7 Portion sizes will be required as a minimum to meet National Nutritional standards for primary and secondary schools. (Section 8).
- 5.8 The nutritional content of meals served will meet all statutory obligations and good practice guidelines with the contractor expected to assist schools to achieve any aims or accreditations for healthy eating. (Section 9).
- 5.9 Meal prices and tariffs will be agreed in advance with the council on behalf of schools, with any price increase not exceeding the Retail Price Index as of April each year. (Section 10).
- 5.10 Meals will meet the Caroline Walker Trust guidelines for school meals which includes the minimum portion sizes. (Section 11)
- 5.11 At least one main meal choice and at least one dessert choice each day will be prepared from scratch (homemade). (Section 11).
- 5.12 Low sugar and low fat levels alternatives used (Section 11)
- 5.13 Free of artificial colours and additives wherever possible(Section 11)
- 5.14 Herbs, spices and garnishes to make meals more tasty and appetising. (Section 11)
- 5.16 Vegetarian options to be imaginative and offer variety. (Section 11)

- 5.17 Fresh and seasonal produce to be used in menus. (Section 12)
- 5.18 Special dietary needs will be catered for such as those required for medical, religious, ethnic and cultural reasons. Special school needs will also be catered for and foods will be free of nuts and nut products. (Section 13).
- 5.19 Schools will be able to request additional catering services such as a packed lunch for pupils on one day outings. Schools can also request a mid morning break service and catering for functions. (Section 14).
- 5.20 Additional sales to pupils will be permitted but what can be sold will be subject to approval by the Council on behalf of schools to ensure it is consistent with healthy eating. (Section 15)
- 5.21 The Contractor will be responsible for setting up dining areas, serving meals and clearing away afterwards. (Section 17)
- 5.22 Menus will be rotated on a 3 week cycle and will be fully compliant with government food and nutrition standards. (Section 18)
- 5.23 The contractor will conduct promotional events in consultation with each school with the objective of raising the take up of school meals. (Section 19).
- 5.24 The contractor is expected to work in partnership with schools to educate on the importance of healthy eating as part of a healthy lifestyle. (Section 19).
- 5.25 The contractor is expected to meet with pupil representatives groups/student councils to promote the catering service. (Section 19).
- 5.26 All income remains the sole responsibility of the contractor to collect, safe keep and bank. (Section 28).
- 5.27 The contractor will be asked to provide a rebate calculated as a percentage of the annual turnover of the contract. Monies provided as rebates will be returned for use in school budgets. (Section 29).

Contract Monitoring (Section 31)

- 5.28 The council and contractor will attend regular monthly meetings to review day to day performance and dealing with minor and current issues.
- 5.29 The council can request termly contract review meetings and an annual review meeting.
- 5.30 Unannounced site visits will be made by the Council at frequent intervals throughout the year to check on issues of health and safety and for conformance to contract including sampling a meal if required.
- 5.31 Schools will be consulted by means of a Performance Indicator required to be returned by schools on a monthly basis which can be used at the monthly review meetings.

Failure to provide the service to the contract standard

- 5.32 If the contractor is unable to provide a pre-selected meal then they will be required to provide a meal free of charge. (Section 38).

6 ADVICE RECEIVED FROM STATUTORY AND OTHER OFFICERS

Borough Solicitor

- 6.1 No legal issues arise directly from the matters discussed in this report.

Borough Treasurer

- 6.2 The Borough Treasurer is satisfied that no significant financial implications arise from this report to review the school meals specification.

The cost of providing a school meals service has been delegated to schools. The results of the tendering exercise will determine whether schools will need to subsidise the service from their budget or whether it will be fully funded through charges to parents and staff. There is also the possibility that the contractor will pay a rebate to schools, should turnover reach certain levels. If tenderers recommend too high a meal cost to avoid the need for subsidy then this could impact on take up.

Head of Procurement

- 6.3 The basis of the contract will be that the supplier offers to supply the service for an agreed meal cost. The current agreed meal cost is £2.18, but in the new contract this will be determined via competitive tendering. The supplier will be responsible for collecting charges from parents at the rate determined by the Council. Where there is a shortfall between the agreed meal cost and the price the Council decides may be charged to parents, the balance will be paid to the supplier by the Council as a subsidy. In addition free school meals will be invoiced at the agreed meal cost.

Impact Assessment

- 6.4 The Service provides for vegetarian and special diets for people with special needs and religious groups. An Equalities Impact Assessment has been undertaken for the contract which is being re-tendered in 2012.

Strategic Risk Management Issues

- 6.5

Issue	Risk	Comment
Risk that tenderers offer a non-compliant bid	Medium	Tendering with West Berkshire should make the potential value of both authorities' contracts attractive enough to minimise this risk.
Risk of no tenders	Low	Current market conditions suggest that there will most likely be considerable interest in this tender.

7 CONSULTATION

Principal Groups Consulted

- 7.1 Head teachers and Governors were consulted about the specification in the 2011 Autumn term and about the school meals contract in the 2010 Summer term.
- 7.2 School Bursars have been briefed about the re-tendering of the school meals contract at all of the twice termly Bursars meetings.
- 7.3 Primary school pupils were consulted about the school meal service in Summer term 2010.
- 7.4 Secondary school pupils at Garth Hill College were consulted in the summer term 2011.
- 7.5 Parents have been consulted in the Autumn term 2011.

Method of Consultation

- 7.6 A letter was sent to head teachers and governors of all schools participating in the council administered contract with ISS Education on 10th October about the draft specification. A question and answer survey was sent to schools in Summer term 2010.
- 7.7 Bursars were briefed about the draft specification at the support meeting on 21st September 2011 and 10th November.
- 7.8 Primary school children were sent a question and answer survey via schools in Summer term 2010.
- 7.9 Garth Hill College asked year groups for comments about their meal service during Summer term 2011.
- 7.10 A parental questions and answer survey was sent via three schools, Crown Wood Primary, Crowthorne Primary and Sandy Lane Primary in Autumn term 2011.
- 7.11 Overview and Scrutiny Panel were also consulted on the draft specification during the 2011 Autumn Term.
- 7.12 The draft specification has been updated following feedback from all of these consultations.

Background Papers

Appendix A Draft school meals specification

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INVITATION TO TENDER
SCHOOL MEAL SERVICES



INVITATION TO TENDER
SCHOOL MEAL SERVICES FOR
EDUCATIONAL ESTABLISHMENTS
WEST BERKSHIRE
&
BRACKNELL FOREST COUNCIL

**SPECIFICATION FOR THE
PROVISION OF SCHOOL MEALS SERVICE**

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THE REQUIREMENT

Provision of school lunches and additional catering services at educational premises within the West Berkshire and Bracknell Forest Council boundaries, in accordance with all relevant statutory requirements and good practice guidelines. It is our ultimate aim to provide good quality, nutritious meals at an affordable price to as many pupils as possible.

The service will be an integral part of the school day where pupils will be able to take a nourishing meal in a pleasant and orderly environment.

The objective is to run the contract as a partnership. In this regard, we will deliver openness and honesty in commercial matters to enable us to achieve our joint aims, commitment to good staff relations by the Contractor together with the provision of effective skills, management and customer service training as required to contribute to increased uptakes of school meals and to the success of the contract.

1 PURPOSE OF THE REQUIREMENT

- 1.1 To comply with schools' statutory duty to provide free school lunches and lunches on request.
- 1.2 To comply with West Berkshire and Bracknell Forest Council's policy on school meals
- 1.3 To provide school staff, pupils and visitors with sustenance during the school day.
- 1.4 To promote the principles of healthy eating and contribute to the social education of pupils.
- 1.5 The Contractor's arrangements for the Service will incorporate due diligence in all aspects such as purchasing policy, food delivery and storage, preparation and handling of food, health and safety, cleaning, care of equipment and transportation systems.
- 1.6 The Contractor considers a healthy diet as an essential pre-requisite to learning and to building a sound foundation for good health in later life. It also considers that the practical education of taking a meal together with others should provide opportunities for improving the social skills and physical development of pupils and familiarise them with the widest possible range of foods.

2 THE SERVICE

- 2.1 Principally the provision is for school lunches served at the midday break during term time. A list of School term dates can be found in Appendix B of the Information & Instructions.
- 2.2 Meals are either produced in school kitchens for consumption on the premises, or are transported to those schools which do not have the appropriate kitchen facilities, referred to as "serveries/ dining centres from mother kitchens.
- 2.3 Some schools require Additional Catering Services which may include, but is not limited to;
 - Breakfast
 - Mid-morning Break

- Meals during Holiday Periods.
- Catering outside normal school hours.
- Catering for school trips.
- Vending Machines
- Hospitality for meetings, INSET days, training, governors etc.
- Staff lunches or sandwiches
- Such requests for catering services for special functions will be made to the Contractor by the School or Supervising Officer to the jointly agreed standards and quality.

All hospitality functions must be priced individually by the Contractor and the charge agreed in writing in advance with the school. The total cost of a special function is borne by the School and will not be subsidised by the Council.

- 2.4 A variety of serving methods are required which may include, but is not limited to;
- Cafeteria (Secondary schools only)
 - Set meal/ meal choice counter service
 - Set meal/ meal choice family service
 - Buffet lunches for school INSET days, governors, training etc.
 - Delivery to staff room

- 2.5 A variety of ordering and payment methods are required which may include, but is not limited to;
- Periodic ordering and pre-payment.
 - Cash on delivery.
 - Cashless system.
 - Purchase order and invoice

- 2.6 Schools may either have meals prepared on site, or carried meals from a Mother kitchen. Refer to the Site List (Appendix A) for details of serveries/ dining centres and Mother kitchens.

- 2.7 To supply the Service the Contractor will provide;
- Food / meal ingredients.
 - Food preparation
 - The meal
 - Menus
 - Serving of meals
 - Staff
 - Cleaning of premises and equipment
 - Transport
 - Marketing
 - Monitoring the service provision
 - Administration systems and processes.
 - Financial systems and processes.
 - Registration of premises
 - Any other supply or service which is not supplied by the Council/Site (see Clause 30 of the Specification) and required to run an efficient and effective catering service.

3 THE DELIVERY

- 3.1 All schools are normally open for teaching for 190 days per year. There are also 5 In-Service Training days (INSET DAYS) when pupils are not on site, but staff may require service.
- 3.2 The Contractor will liaise with individual schools in order to make itself aware of the number of days and actual dates on which the Service is required to be provided at each location and provide the Service on all of those days.
- 3.3 The service is required at those schools listed in Appendix A, hereinafter referred to as the 'Site List'.
- 3.4 For each school a basic service level agreement has been attached as Appendix B and details;
 - The name of the school.
 - The name and contact number of the Head Teacher or his/her authorised representative
 - The current type of kitchen.
 - The type/s of service required.
 - The times the service is required.
 - The type of serving method required.
 - The type of ordering and payment methods required.
 - Other relevant information e.g. facilities available on site, site policies

The Site List and the Site Schedules are variable in conjunction with Clause 32 Variations.

4 THE CONSUMER

- 4.1 Consumers of this service are mainly school children, but it is usually the parents or guardians who provide the funds to pay for the meal unless they qualify for free meals.
- 4.2 The Consumer covers a range of pupils and adults and to reflect the different needs, they are broadly categorised as;

Pupils under 5:	Nursery	
Pupils aged 5 to 7:	Infant & Foundation	} Combine in a Primary school
Pupils aged 7+ to 11:	Junior	}
Pupils aged 11+:	Secondary	
Adults:	Teachers, parents and other visitors to the school	

5 FOOD/ MEAL INGREDIENTS

- 5.1 The Contractor will provide, at his own expense, all food ingredients required within the provision of this service with due regard to all clauses of this specification.
- 5.2 The Contractor will be responsible for the purchasing, delivery and storage of food ingredients.
- 5.3 Additional salt will not be made available to the Consumer although ketchup, salad dressings and other condiments which enhance the meal will be included by the Contractor where appropriate at no additional cost
- 5.4 Food products will only contain additives that are essential to the stability and preservation of a product. Agents that unnecessarily enhance the colour and / or flavour of products are not acceptable.

- 5.5 It should be noted that the Council recommends that all food prepared for pupils is wholesome food. Therefore, it recommends that natural sugar is used and does not recommend products containing aspartame and saccharine.
- 5.6 Additives table insert?
- 5.7 In so far as is possible to identify, no genetically modified food or ingredients will be used in school meals.
- 5.8 The Contractor will note that Nuts or Derivatives shall not be permitted.

6 SOURCING

- 6.1 The Contractor will source all supplies and services from suitably experienced and qualified suppliers.
- 6.2 The Contractor is expected to explore the use of local producers and suppliers wherever practically possible, supporting local policies and supporting local suppliers to achieve appropriate accreditations where achievable.
- 6.3 The Contractor is expected to be innovative in sourcing good quality food supplies from providers who support such initiatives as Red Tractor Scheme, Food for Life, Farm Assured and to be able to show progress in this regard over the term of the Contract.
- 6.4 The Council supports the use of suppliers who follow ethical trade policies with particular regard to sustainability, Fair Trade and the protection of the environment.
- 6.5 The Council does not support the use of suppliers who;
- do not comply with the statutory obligations required for the protection of staff under the Health & Safety at Work Act.
 - do not comply with the statutory obligations under Employment Law.
 - do not seek to protect the environment.
 - do not comply with the World Health Organisation code of practice
 - use, or use suppliers who condone the use of slave labour, both nationally and internationally.

7 CHOICE

- 7.1 Customers in secondary schools shall have a choice of set meal/s and individual food items/portions. Parts of a meal may not be sold individually in Primary schools.
- 7.2 A Set Meal will comprise of two courses only - a main course plus a dessert .
- 7.3 The number of set meal choices offered at each school shall be agreed with the Head Teacher and form part of the service level agreement for that site.
- 7.4 Maximum choice, consistent with the schools' requirements, shall be offered to all Consumers to select from within each meal period, even the last to be served.

8 QUANTITY

- 8.1 Portion sizes will as a minimum meet those detailed in the National Nutritional Standards for Primary schools and Secondary schools or any subsequent legislation.
- 8.2 The portion served should be sufficient to satisfy the average appetite of a Consumer within each category given in Clause 4.
- 8.3 The Contractor shall ensure sufficient food/meals are available to meet demand on any occasion and allow for spillage, late-comers etc.
- 8.4 Portion size will be agreed between the Contractor and Supervising Officer prior to the Contract Start Date. Details of these will be recorded and attached as Appendix D to this specification.
- 8.5 Contractor's staff will be trained in serving the correct portion size for the age of the children they are serving.
- 8.6 This contract does not intend to make provision for second helpings and therefore no additional costs will be met by the school in this respect.

9 HEALTHY EATING

- 9.1 The Contractor will ensure the nutritional content of meals and foods served meets all Statutory Obligations and good practice guidelines and is in line with the West Berkshire and Bracknell Forest Council's policies on school meals.
- 9.2 Good health is vital if children and young people are to enjoy their childhood and achieve their full potential. An unhealthy diet contributes to obesity and poor pupil concentration. The basis for lifelong health and well-being will be established by creating good habits in childhood.
- 9.3 The Contractor is expected to complement the education pupils receive about healthy eating. The Contractor will liaise with the Supervising Officer and Head Teachers to avoid any conflict between what pupils are taught and the choices offered at meal times.
- 9.4 The Contractor will be expected to co-operate with any initiatives where the provision of this service can assist a school to achieve any aims or accreditations. Examples of initiatives may include;
 - Five-a-day Message
 - Tackling Obesity
 - Food For Life Partnership
 - Food in Schools
 - Fruit and Vegetable Scheme
 - School Meals Week
 - Change4life
- 9.5 Where schools have a "whole school food policy", the Contractor will work with the Head Teacher and the Supervising Officer to ensure that school meals do not conflict with that policy.
- 9.6 At least one fresh vegetable will be offered every day and a wide variety of fresh vegetables will be offered in each periodic menu. At least five different fresh

vegetables will be used each week. Baked beans will not be offered as a vegetable more than once per week and tinned pasta in sauce will not be used in place of a vegetable.

- 9.7 Fresh fruit will be available every day to every child. A variety of fruit based prepared desserts will be offered at least three times per week.

10 PRICE

- 10.1 The Contractor will produce an annual tariff for all meals, foods and any other goods or services offered for sale by the Contractor in the year to which it relates
- 10.2 The annual tariff and meal price must be agreed in advance by the Supervising Officer.
- 10.3 The annual tariff and meal price shall run in conjunction with the academic year
- 10.4 The Contractor will submit a draft tariff to the Supervising Officer and agreement to the final version shall be reached in sufficient time to inform schools before the start of the new school year.
- 10.5 The Contractor shall provide each school with a copy of the agreed tariff to allow the school sufficient time to advise parents of any changes before the new school year commences.
- 10.6 The tariff and meal price will be reviewed annually in the Summer term for implementation at the start of the next academic year and any price increase will not exceed the Retail Price Index (all items) as at April, unless otherwise agreed by the Supervising Officer, which shall only be agreed in extenuating circumstances

11 QUALITY

- 11.1 The quality of the food served will be of paramount importance in the provision of this service.
- 11.2 All foods prepared will reflect the following good practises;
- All food served will be fit for human consumption
 - Will be well presented, be identifiable and will appear appetising to the Consumer.
 - Offer variety and choice to the Consumer.
 - Meals will meet the Caroline Walker Trust standards for school meals and will not exceed the Food Standards Agency recommendations for salt (sodium) content.
 - Low sugar and low fat alternatives used wherever possible.
 - At least one main meal choice and at least one dessert choice each day will be prepared from scratch (homemade).
 - A list of processed foods that might be included in the menu will be agreed between the Supervising Officer and the Contractor and appended to this contract prior to contract start.
 - Freedom from artificial colours and other additives unless used for nutritional, ethnic or special dietary purposes. A list will be provided to the Supervising Officer at the start of the contract of any food additives used.
 - Herbs, spices and garnishes may be used to make food taste and look appetising.
 - Vegetarian options will be imaginative and offer variety to the Consumer.

12 SEASONALITY

- 12.1 Fresh and seasonal produce will be included in menus every term and menus will be changed termly to reflect the seasons.
- 12.2 The Contractor will provide a traditional Christmas dinner with a vegetarian alternative at all schools unless otherwise requested by the Head Teacher. The Christmas dinner will be in place of the usual set menu at all Primary schools and be an option as part of the offer in Secondary schools. The date of the Christmas dinner will be agreed by the Contractor and the Head Teacher. The retail price and menu for the Christmas dinner will be agreed in advance by the Supervising Officer.
- 12.3 The Contractor may provide other special event meals in addition to the set menu at any school, subject to prior agreement with the Head Teacher and the Supervising Officer.
- 12.4 The retail price and menu of all special event meals will be agreed in advance by the Supervising Officer.

13 SPECIAL DIETARY NEEDS

- 13.1 Where agreed by the Head Teacher and the Supervising Officer as reasonable, The Contractor will provide 'special dietary' meals to nominated pupils upon written request from the parent. Grounds for special diets may be due to medical, religious, ethnic and cultural reasons. As examples only, these may include, but are not limited to;
- Vegan
 - Celiac
 - Lactose intolerance.
 - Egg free
 - Diabetic
 - Kosher
 - Halal
 -
- 13.2 Requests for special diets due to a medical condition shall be accompanied by a covering letter from a Doctor or Medical expert.
- 13.3 The Contractor shall ensure that appropriate guidance on the suitability of foods in accordance with the diet is available to the kitchen staff.
- 13.4 All foods served will be free from nuts and nut products in any form. Where a school has a pupil with a known nut allergy, special care must be taken to ensure no nut contamination can occur.
- 13.5 Where a Site is a designated 'Special School', meals must be adapted to meet the special needs of the Consumer. Some examples of the special needs Consumers attending Special Schools are;
- Visually impaired.
 - Autistic
 - Profound learning difficulties
 - Wheelchair bound.
 - Motor deficiency

- 13.6 Meals for consumers under the age of 5 will be consistent with the nutritional standards for Nursery children.
- 13.7 Where a special Meal is required, the Contractor will liaise directly with the Head Teacher to ensure the needs of each consumer with special needs are met.
- 13.8 The Contractor shall not have the responsibility for administering medical diets to specific pupils .This will be the responsibility of the school.
- 13.9 The Contractor is expected to become familiar with the first aid procedure/s at each school. In the event of a severe reaction by a consumer to any foods served by the Contractor, the Contractor will notify the relevant member of the school's staff. If the severity of the reaction is in doubt, the Contractor's staff shall call for an ambulance immediately.
- 13.10 Any allergic reaction to food served by the Contractor shall be reported to the Supervising Officer as soon as possible.
- 13.11 Any remnants of the meal eaten by a consumer suffering an immediate allergic reaction will be retained and stored by the Contractor.
- 13.12 Good practise guidelines regarding food sampling will be followed with traceability of bought products and adequate samples retained **of meals made on site.**

14 ADDITIONAL CATERING SERVICES TO SCHOOLS

- 14.1 The Contractor shall agree all the following aspects for all additional catering services as given in Clause 3.3 in advance of the delivery with the Head Teacher; This could include meals served during the evenings or at weekends or during out of hours school events
- Price
 - Quantity, where applicable
 - Menu/s
- 14.2 The retail price of all items to be sold will be in accordance with Clause 10 and all revenue collected from such additional catering will be included in the turnover for rebate purposes.
- 14.3 All additional catering services will comply with all aspects of this specification.
- 14.4 The Supervising Officer may comment on, or offer advice to the Head Teacher or Contract Manager, which may or may not be accepted by the parties.
- 14.5 The Contractor will inform the Supervising Officer of all final agreements made under 14.1 prior to delivery.
- 14.6 Additional services requested would normally be of a cafeteria style basis provided that the services are economical to operate or are subsidised by the school.
- 14.7 The Contractor may be requested to provide packed lunches for numbers of pupils on one day outings.
- 14.8 A packed lunch/ picnic bag must comply with the Nutrient based standards.

14.9 Provision of a packed lunch will be treated as a substitution of the two course midday meal and the Contractor shall be paid the appropriate set meal price accordingly.

14.10 The Contractor shall be responsible for the delivery of packed lunches to dining centres at the time requested by the School. It should be noted that packed lunches are generally required early in the day.

15 ADDITIONAL SALES TO PUPILS

15.1 The Contractor will comply with the School Food Standards for any items sold at break times.

15.2 The Contractor may not sell crisps, confectionery, coloured/fizzy drinks and other goods generally considered to be contrary to healthy eating in Primary, Infant or Nursery schools at any time.

15.3 Providing a service at mid morning break in Primary schools is encouraged, but all sales will be from a list approved in advance by the Supervising Officer. Each Head Teacher who wants this service will choose from the approved list the items to be sold in their school.

15.4 Additional sales in Secondary schools should also reflect healthy eating and all items comply with the regulations for Secondary Schools.

15.5 All items sold will be of the lowest fat, sugar and salt variety available. Carbonated, and sweetened drinks may only be sold at Secondary schools with the prior permission of the Head Teacher.

16 VENDING

16.1 The Contractor may not place vending machines in Nursery, Infant or Primary schools.

16.2 Vending machines may be placed in Secondary schools with the prior agreement of the Head Teacher and the Supervising Officer but the goods sold must reflect the healthy eating ethos of the Council.

17 SERVING

17.1 Serving is required at each school.

17.2 The Contractor will ensure that sufficient staff are available to serve throughout the service period and that sufficient cutlery, crockery and trays are also available.

17.3 Service times may vary between schools. The contractor will ensure that meals are available at the specified times for each location

17.4 Service times may be altered by the school at the Head Teacher's discretion, but due notice will be given to the contractor to enable implementation of changes to meet the staff's conditions of employment.

17.5 All meals will be plated by kitchen staff at the service point.

17.6 Where a specified meal pre order system is in operation, the contractor will ensure that each child receives their pre-chosen meal choice.

- 17.7 The method of serving at each school is given in the service level agreement, refer to Appendix B.
- 17.8 Timeframes for serving are generally very tight at most of the schools which therefore requires an efficient service to ensure maximum throughput. The late receipt of meal numbers shall not be a reason for the late start of the service, with the exception of special dietary meals.
- 17.9 The Contractor is expected to work together with the Head Teacher and Supervising Officer to achieve the maximum efficiency of delivery and minimum queuing at each school including introducing two sittings where necessary.
- 17.10 Some schools do not have dedicated dining areas. At these schools the Contractor is expected to lay out furniture in readiness for mealtime(s), clean and store away the furniture after the meal time is over. Some schools allow dinner controllers to be paid by the Contractor to help with this duty. (Details of these staff can be obtained as part of the TUPE information from the current supplier)
- 17.11 Dining areas are often used by all pupils, staff and visitors to the school regardless of whether their meal is provided under the Service or brought from home. Where this is the case, agreement should be sought between the Contractor and the Head Teacher regarding responsibility for laying out and putting away the furniture with some responsibility with both parties.
- 17.12 Pupils and adults shall be responsible for the clearing of their plates, beakers, cutlery and trays to a central point.
- 17.13 The behaviour and supervision of the pupils in the designated dining area is the responsibility of the School. This includes the pupils' arrival, queuing, seating and the safe clearing of the tables to a central point. The supervision of these tasks varies at individual schools and may be carried out by midday supervisors, welfare assistants, teachers or pupils. Any problems regarding the dining area should be reported to the School.
- 17.14 The Contractor will be responsible for setting up at and clearing away from a central point accessible to the pupils and staff, cutlery and disposable items, with containers for waste food on a table, trolley or trolleys as available.
- 17.15 The Contractor will be responsible for wiping and recycling trays during the service period.

18 MENUS

- 18.1 A daily menu will consist of two courses in all locations where this service is provided, A main meal/ picnic bag and a dessert. Bread and drinking water will be freely available during the lunch period as per the regulations. The Contractor shall be required to provide the same menu for pupils taking paid or free meals and for adults.
- 18.2 Menus shall always offer vegetarians a protein "no meat" option that also does not include fish. A minimum of one vegetarian main course choice must be offered every day.
- 18.3 Desserts offered shall balance with and complement the main course dishes.

18.4 All menus will comply with the Government's food based and Nutrient based standards (refer to requirement). The Contractor will be completely familiar with the standards outlined in 18.5

18.5 Nutrient-based standards for primary and secondary schools

	Nutrient	Min/ Max	Proportion of recommended daily intake of nutrients	Nutrient value of an average school lunch	
				Primary	Secondary Portions
	Energy (kJ) (kcal)	EAR	30% + / - 5%	2215 +/- 111 530 +/- 26.5	2700 +/- 135 646 +/- 32.3
Macronutrients	Carbohydrate (g)	Min	50% food energy	70.6	88.1
	Non-milk extrinsic (NME) sugars (g)	Max	11% food energy	15.5	18.9
	Fat (g)	Max	35% food energy	20.6	25.1
	Saturated fat (g)	Max	11% food energy	6.5	7.9
	Protein (g)	Min	30% RNI	7.5	13.3
	Fibre (g)	Min	30% calculated reference value	4.2	5.2
Micronutrients	Sodium (mg)	Max	30% SACN recommended	499	714
	Vitamin A (µg)	Min	35% RNI	175	245
	Vitamin C (mg)	Min	35% RNI	10.5	14
	Folate (µg)	Min	35% RNI	53	70
	Calcium (mg)	Min	35% RNI	193	350
	Iron (mg)	Min	35% RNI	3	5.2
	Zinc (mg)	Min	35% RNI	2.5	3.3

18.6 Menus shall be based on a 3 week cycle. To encourage uptake and to prevent menu fatigue, the menus will be reviewed on a termly basis and unpopular choices changed in consultation with schools and the Supervising Officer.

18.7 The Contractor will provide, at his own expense, menus detailing the meals on offer, including the description, quantity/portion size (where applicable) and cost.

18.8 The menu format and composition will be understandable to the Consumer and /or parents or guardians. Names given to food items should describe accurately their content.

18.9 The menu will be readily accessible to the Consumer.

18.10 As a minimum the Contractor will provide;

- A displayed daily menu detailing the choice on offer that day at each Primary and Nursery school.
- A displayed termly menu detailing the set meal choices available during the term in each Primary and Nursery school.
- A copy of the termly menu to every child in Primary and Nursery schools to take home.
- A displayed menu, with the price, of the set meals of the day in Secondary school cafeterias.
- A displayed copy of the tariff in Secondary school cafeterias

18.11 The composition and format of each periodic menu for Secondary school cafeteria service will be agreed in advance by the Supervising Officer.

18.12 The daily menu format and display in Secondary schools will be agreed in advance by the Head Teacher.

18.13 The draft termly menu for Nursery, Infant and Primary schools will be presented for agreement in advance by a menu planning group of interested parties, including the Supervising Officer.

18.14 The final composition and format of each periodic menu for set meals in Primary, Infant and Nursery schools will be agreed in advance by the Supervising Officer.

18.15 Once the menu has been agreed, the Contractor will, at his own expense, distribute sufficient copies of the menu for each child to schools in time for the menu to reach parents before the menu starts.

18.16 The Contractor will provide the Supervising Officer with copies of all agreed menus produced in conjunction with delivery of the Contract and evidence of their nutritional content.

18.17 The Contractor will provide a list detailing the ingredients/recipe of any food product, and /or meal to the Supervising Officer with each menu change as requested. These will also be provided to schools and/or parents on request.

19 MARKETING

19.1 School meals and healthy eating should be promoted on a daily basis by all parties. The Contractor will promote healthy choices to customers using various methods including but not limited to the following;

- Positioning choices carefully and clearly labelled
- Encouraging the uptake of vegetables and fruit
- Communicating to Customers the availability of healthier choices
- Point of sale information regarding reducing sugar, salt and fat content of meals
- Suggesting healthier meal combinations
- Promoting healthier food at preferential prices
- "Taster" Sessions for the set meals and new menu items introduced from time to time.
- Running competitions.

- 19.2 Further to 19.1, the Contractor is expected to conduct a promotional event at each school at least twice per year. At least one promotion per annum must be directed at the parents or guardians of pupils.
- 19.3 The Contractor is expected to produce ideas and any associated materials needed to achieve 19.2.
- 19.4 Any special menus or variations from the agreed menu for one day or any other period must be agreed in advance by the Supervising Officer.
- 19.5 All marketing exercises must be agreed in advance by the Head Teacher of the school where the exercise is taking place.
- 19.6 As an educational function, the promotion of healthy eating should be carried out with the full co-operation of the school. It is expected that the Contractor will work in partnership with the school to achieve the same aim, which is to comply with the Council's policy on school meals, educate the pupils in the importance of healthy eating as part of a healthy life style, and to contribute to their social education.
- 19.7 Branded marketing shall not be permitted without the prior approval of the Supervising Officer. Under no circumstances should brand type marketing conflict with any promotion of healthy eating.
- 19.8 The Supervising Officer will be kept apprised of any proposed marketing strategies or matters arising from existing marketing exercises at the Monthly Contractor Meeting.
- 19.9 The Contractor is expected to meet with pupil representatives groups/ student councils to promote the catering service.

20 STAFF

- 20.1 The Contractor, at his own expense, will provide sufficient Staff to deliver the provision as detailed in the Contract.
- 20.2 The Contractor will supply adequate supervisory Staff in addition to The Contract Manager to ensure the provision is carried out with full regard to the Contract. A diagram of proposed staff structure should be part of the Contractor's tender submission.
- 20.3 The Contract Manager will be a suitably qualified and competent person with extensive experience to carry out the requirements of the Contract. The Contract Manager will liaise with the Supervising Officer on all matters relating to the service and bear overall responsibility for the Contract provision and supervision of all Staff.
- 20.4 The Contractor will ensure that the Contract Manager or a Deputy Contract Manager is available at all times when Services are being provided.
- 20.5 The Contract Manager or the Deputy Contract Manager will follow and comply with any reasonable instructions or directions given or issued by the Supervising Officer in connection with the performance of the Services, provided that such instructions or directions do not unreasonably disrupt the Contractor's programme of works.

- 20.6 All Staff employed by the Contractor in the provision under this Contract will, at the Contractor's own expense, be trained to undertake the provision in accordance with statutory obligations and relevant good practice guidelines. As a minimum, all staff employed in food preparation and serving will hold the Chartered Institute of Environmental Health (CIEH) Level 2 Award Food Safety in Catering or in house equivalent within 3 months of employment.
- 20.7 The Contractor must ensure that all persons employed by them, within and around the areas designated for the preparation of food and service are in good health and maintain a good standard of hygiene. They must fully understand good hygiene practice.
- 20.8 The Contractor will submit an Annual Training Plan to the Supervising Officer to include induction training, refresher courses and staff development training.
- 20.9 The Contractor will nominate a member of Staff for each school to liaise with the Head Teacher for the purpose of reporting queries or complaints. The Contractor will inform the Supervising Officer of the name and contact number of the person/s.
- 20.10 The Contractor will provide a full list of Staff detailing name, job title and the school they will be working at to the Supervising Officer prior to the Contract start date.
- 20.11 The Contractor will advise the Supervising Officer of Staff changes throughout the Contract Period at the Monthly Contract Meeting.
- 20.12 The Contractor will advise the Supervising Officer and the Head Teacher of Staff changes at their school as soon as any possible or actual change is made known to the Contractor. The Contractor will give notice to the School and the Supervising Officer of any proposal to move or replace a Head of Kitchen. Any staff movement proposed must not affect the provision of the Services in accordance with this Specification.
- 20.13 The Contractor may not appoint any member of the school or Council staff, or previously employed staff, without prior permission from the Head Teacher and/or the Supervising Officer.
- 20.14 The Contractor may not employ any person under the age of sixteen in the performance of any part of the contract. Employment of sixth form pupils is subject to the approval of the Head Teacher.
- 20.15 The Contractor will ensure that all school based staff, mobile staff and management staff who may visit schools in the course of their duties have a current CRB clearance for access to pupils. New staff awaiting clearance will not be deployed in single operative sites without supervision from staff who have been cleared. Updated lists of cleared staff will be provided to the Supervising Officer at the Monthly Contract Meeting.

21 SAFEGUARDING EXPECTATIONS

- 21.1 The Supervising Officer may request the removal of Staff from any or all of the Schools if that member of Staff consistently fails to perform to the Contract Standard. Subject to Clause 10.4 of the Contract Conditions, the Contractor will remove the member of Staff within the agreed timescales.

- 21.2 The Contractor will provide the Supervising Officer with an annual report summary of Staff training and progression. The format and detail will be agreed between the Contract Manager and Supervising Officer.
- 21.3 The Contractor will ensure that his Staff carry out their duties in such a way as to cause minimum disruption to the routine and procedures of the school.
- 21.4 The Contractor will ensure all Staff visiting or working at a school are aware of the rules, policies and procedures of that site.
- 21.5 It is a pre-condition of accepting temporary or agency staff for employment that the supplying agency will have certified that the person supplied meets the Council's required standards and is fit for the intended employment. The Council's Policy on Agency Staff will be provided at mobilisation of the contract.
- 21.6 All school based Staff will be identifiable as employees of the Contractor. Contractor's staff and sub-Contractors, delivery persons etc. visiting schools on behalf of the Contractor will carry identification and sign in at reception as a visitor to the school whenever entering school premises.
- 21.7 The Contractor's Staff will be civil and courteous to both pupils and school staff when carrying out their duties under the Contract.
- 21.8 Traditionally, school based Staff view themselves as part of the school team and vice versa. The Contractor is expected to tolerate occasional involvement of Head Teachers in school based Staff matters. Similarly, movement of school based Staff between schools to cover for Staff shortages should be the Contractor's last option to solve the shortage. The Contractor is expected to investigate other ways of covering shortages before this action is taken.

22 CLOTHING

- 22.1 The Contractor shall ensure that all persons employed in the performance of the Service shall at all times be properly attired and presentable; in appropriate clothing which is changed when necessary. The Contractor shall be responsible for all necessary laundering.
- 22.2 Whilst on Site, representatives of the Contractor shall at all times be identifiable as working for the Contractor and carry a form of identification as approved by the Supervising Officer.
- 22.3 The Contractor will ensure that :
- Work wear clothing is not worn outside the place of work
 - all catering staff wear protective headgear with long hair tied back
 - those not normally employed in catering, wear protective clothing whilst in the kitchen area
 - foot wear worn by all catering staff whilst on duty protects their feet completely and is safe and comfortable with sensible heels and non-slip soles. Foot wear must be of a leather or plastic material, i.e. impervious to liquid
- 22.4 Where the place or the nature of the duties in which the Contractor's staff are engaged in the provision of the Service makes the wearing of specific protective attire necessary or appropriate, the Contractor shall require his staff to wear such clothing. The Contractor shall be liable and indemnify the Site for any claims arising from failure to observe this requirement.

23 LIGHT EQUIPMENT

- 23.1 The Contractor will be responsible for maintaining an inventory of all equipment held at each school. Deletion of assets on the inventory must be authorised by the Supervising Officer in writing. A copy of the inventory will be submitted to the Supervising Officer at the annual review meeting (refer to Clause 31). All equipment remains the property of West Berkshire and Bracknell Forest Councils.
- 23.2 Care must be taken by the Contractor to ensure minimum loss of, breakages or damage to light equipment ie cutlery, crockery and Utensils. Excessive loss, breakages, damage to light equipment will be investigated by the Supervising Officer. Where the reason is proved to be lack of due diligence by the Contractor, the Supervising Officer may ask the Contractor to meet the cost of replacement/s.
- 23.3 The Contractor may not remove at any time any of the Authority's or Schools equipment from a location without permission from the Supervising Officer in writing..

24 HEAVY EQUIPMENT/RESIDUAL CATERING BUDGET

- 24.1 All Schools in the contract currently contribute to a central budget known as "the residual catering budget" which is administered by the Supervising Officer. The budget is currently used for the following;
- Repairs and like-for-like replacement of equipment.
 - Light equipment purchase
 - Annual high level kitchen cleaning over 6'
 - Annual gas safety checks
 - Fixed electrical equipment checks
 - De-scaling of equipment
 - Pest control
 - Refuse collection
 - Help-desk facility for Contractor's staff to report equipment faults
- 24.2 Care must be taken by the Contractor to ensure minimum breakages or damage to catering equipment. Excessive breakages or damage to equipment will be investigated by the Supervising Officer. Where the reason is proved to be lack of due diligence by the Contractor, the Supervising Officer may ask the Contractor to meet the cost of replacement/s.
- 24.3 The Local Education Authority may also provide a sum of capital for investment in school meals kitchens and dining facilities for the refurbishment and upgrading of these facilities. The Contractor may be asked to contribute his expertise and knowledge of the kitchen equipment in prioritising the spending of this budget.
- 24.4 A copy of the current inventories of kitchen equipment will be made available to the successful Contractor following award and appended to this specification as Appendix C.

25 CLEANING

- 25.1 The Contractor will be responsible for the collection of and cleaning of light equipment after the meal has been consumed.
- 25.2 Some Schools provide dishwashers and/or sterilisers for the purpose of cleaning light equipment. Where a school does not possess such equipment, or the supplied equipment is not working, cleaning of light equipment must be carried out by hand, and sterilised by means of sterilising tablets/liquid.

- 25.3 The Contractor will keep all areas and all equipment designated for their use under the Contract in a clean and hygienic condition. This includes;
- the whole kitchen or servery area up to a height of 6ft.
 - food preparation and serving equipment
 - designated toilet facilities.
 - food storage areas.
 - access corridors.
 - dining areas including floors which shall be swept and spot mopped daily following service.
 - Tables and chairs
 - refuse points
 - office facilities where provided.
 - any other designated area to be used in the provision of the Service.
- 25.4 On a daily basis, All surface areas, equipment and light equipment will be left free of water, smears, stains, dirt, mud, grease, food debris and any other extraneous matter. Surfaces where food is prepared or eaten and sanitary areas will also be cleaned with an anti-bacterial agent.
- 25.5 On occasion when other parties have access to any area cleaned by the Contractor, then that party shall ensure the area is left as found and ready for the Contractor to use for business.
- 25.6 The Contract Manager shall immediately report any breach of clause 25.5 to the Supervising Officer. The Contractor may be entitled to seek recompense for any additional cleaning required.
- 25.7 Areas which are shared with other parties shall be left by the Contractor in a condition suitable for their normal use. Areas will be left free of food debris and other associated extraneous matter.
- 25.8 The Contractor will provide all necessary materials /supplies needed for cleaning areas, equipment, light equipment and hand washing. This includes detergents etc. for use in dishwashers.
- 25.9 The Contractor is expected to avoid the use of environmentally damaging products or methods where an alternative suitable product/method is available.
- 25.10 Where supplies consist of potential or actual harmful substances, the Contractor shall first obtain permission from the Site Manager/Head Teacher before using or storing on the Site. Bleach is not to be stored on school premises.
- 25.11 COSHH regulations must be adhered to at all times. COSHH data sheets are to be kept on site and copies provided to the school. The Contractor will undertake COSHH risk assessments in accordance with the COSHH regulations. Staff will be trained in COSHH awareness and know the whereabouts of the COSHH information for all products in the kitchen area.
- 25.12 The Contractor will ensure that all staff are suitably trained to perform their cleaning duties and that the correct protective wear is provided and worn.
- 25.13 Where they are removable for cleaning, the Contractor will be responsible for the cleaning of ventilation system filters on a termly basis to meet the Insurance Company's requirements. The removal and replacement of the filters will be the responsibility of the school.

25.14 The School shall be responsible for:

- Internal and external window cleaning for kitchens and dining rooms
- Wiping down tables and chairs during Service
- Daily wet cleaning of the dining room (including floors and furniture) after service and periodic, termly and / or annual deep cleaning of the dining room (including floors and furniture).
- Annual Deep Cleaning above two metres and cleaning of ventilation canopies and filters and / or extraction fans within the kitchen areas, co-ordinated by the Supervising Officer.
- Cleaning central school refuse areas which include kitchen waste.

26 REFUSE DISPOSAL

26.1 Receptacles for the disposal of waste are currently provided at each school kitchen and servery dependant upon the size of the school and the kitchen. For example, where a school only has a servery, the Contractor may be expected to share waste receptacles with the school, whereas in schools with a full kitchen, a separate receptacle may be provided.

26.2 The Contractor is expected to dispose of all waste matter in the most efficient way. The cost of additional collections required as a result of unreasonable use of these facilities by the Contractor may be recharged to the Contractor.

26.3 Where refuse areas are for sole use by the Contractor, the Contractor shall be responsible for keeping them tidy and clean with all food waste awaiting collection stored externally in lidded waste receptacles so as not to attract pests.

26.4 Disposal of waste matter in breach of 25.2, which creates additional cost to the school, will be recharged to the Contractor. A typical example would be blocked drains due to food waste.

26.5 Details of refuse facilities currently available can be found in the Service level agreements in Appendix B.

26.6 Waste cooking oil or fat or excess oil or fat from cooked foods must not be discharged into the drainage system. Disposal will be in accordance with the latest legislation at the cost of the Contractor. The School and Supervising Officer will require copies of the Waste Carrier's Licence and details of the final disposal site (Waste Management Licence).

26.7 The Contractor will comply with all current and future waste legislation and/or regulations.

26.8 The Contractor will notify the School if any Sanitary Waste bins are required in the kitchen cloakrooms.

26.9 The School is responsible for payment of Sanitary Waste bins in the kitchen cloakrooms.

27 TRANSPORT / CARRIED MEALS

27.1 The Contractor will provide, at his own expense, a suitable means of transportation for the delivery of carried meals. All vehicles provided by the Contractor, and their maintenance will be the sole responsibility of the Contractor.

- 27.2 The Contractor shall arrange access and parking facilities directly with the Head Teacher at each school.
- 27.3 Equipment required to carry the food/meals is to be procured from the Light Equipment budget.
- 27.4 The Council is aware of the temperature and texture deterioration problems associated with the transportation of certain food items. The Contractor will ensure that such deterioration is mitigated as much as practicably possible and menu choices and the ingredients used for all prepared food is of a quality equal to that served in non-transported establishments.
- 27.5 The Contractor will comply with the Temperature Control Requirements specified within The Food Hygiene Regulations, and any subsequent legislation relating to the transporting of prepared hot and cold food.
- 27.6 The Contractor will ensure that temperature checks are made at the point of service (if food is not served immediately). Cold food should be delivered and served at +8C or below and hot food at +63C or above. Written records of temperatures must be kept and provided to the Supervising Officer upon request.
- 27.7 Prepared food must be delivered in bulk and served and plated at the point of consumption.
- 27.8 Meals should be prepared and transported as near as possible to the time they are required to be served in order to maintain quality.
- 27.9 The Contractor will arrange and be responsible for the cost for the transportation of meals from production kitchens to dining centres so that meals arrive no earlier than 30 minutes prior to service.
- 27.10 No smoking is to take place in the vehicles or at any time during the collection or delivery of meals. This includes school premises.

28 ORDERING OF MEALS

- 28.1 Each Dining Centre shall notify the Production Kitchen daily by 10.00 a.m. of meal numbers, menu choice and any special dietary requirements.
- 28.2 Each Dining Centre shall inform the Production Kitchen of any foreseeable significant decreases or increases in numbers one week in advance, e.g. field trips, teachers' training days.

29 PAYMENT

- 29.1 The Council will pay, on behalf of the Schools, charges for Free School Meals, where eligibility has been confirmed, and from the date of application. Eligibility cannot be backdated..
- 29.2 The Schools will pay charges for Duty Meals for their own staff. Staff meals may be provided to those staff on duty in the dining hall and detailed by the school. The School will be invoiced by the Contractor for this service and staff meals will be charged at the same price as a secondary pupil meal.

- 29.3 Meals for staff not on duty will be charged direct to the individual at point of sale unless paid for in advance where systems allow.
- 29.4 Payment for all other types of meals must be paid for by the Consumer, unless otherwise agreed in writing with the Head Teacher.
- 29.5 The Council or School will not be held liable for payment of any monies accrued by any Consumer which the Contractor is unable to recoup, unless the Contractor has received written instruction from either the Council or School to continue provision to a named Consumer without payment.
- 29.6 Where a school is prepared to underwrite the cost of meals for a limited period in order for the pupils to continue to receive meals without daily payment, this agreement is contained in the site service level agreement in Appendix B
- 29.7 The Contractor will keep the School informed of any child being served without daily payment according to Clause 27.5 above.
- 29.8 To protect the anonymity of a Consumer receiving Free School Meals, the method of identification at the point of sale and/or payment must be such as to cause the least embarrassment to that Consumer.

30 PAYMENT COLLECTION

- 30.1 All income from Sales shall be collected and retained by the Contractor. Records shall be kept by the contractor of all income, broken down by breakfast, mid morning break, lunch and other.
- 30.2 All income remains the responsibility of the Contractor who is solely responsible for banking and safe-keeping of all such sums. Anything other than petty cash is not to be kept on site as this may invalidate the schools' insurance.
- 30.3 Some Secondary schools have cash registers on site. Where such facilities are made available the Contractor may use the facilities only in conjunction with the provision of the Contract at that site. Repairs and maintenance of these cash registers and purchase of ancillary items such as till rolls, printer ribbons etc will be provided and paid for by the Contractor.
- 30.4 For other methods of payment, e.g. monthly or termly cheque, the Contractor will liaise with the Head Teacher to set in place suitable collection methods.
- 30.5 Where facilities for the collection of payment are not provided the Contractor must provide at his own expense any facility required.
- 30.6 Where a safe is provided for the Contractor's use, the Contractor will be responsible for the safekeeping of any monies and ensure that the Council and Site are indemnified against loss or theft.
- 30.7 Meal charges to be paid by the Council, as per Clause 29.1 will be in the form of a weekly or monthly invoice, format to be agreed with the Supervising Officer.
- 30.8 Payment by the Council will only be made subject to receipt of evidence proving the amount of meals invoiced is a true reflection of the meals served. Such evidence must bear the signature of the Head Teacher or his/her nominated representative to confirm the true account of meals served.

30.9 Subject to a correct invoice being received, with substantiating evidence, payment shall be made within 30 days of receipt.

31 REBATE

31.1 The Contractor will provide the Council with a rebate calculated as a percentage of the overall turnover of the contract. The amount of the rebate is subject to tender and will be agreed prior to contract commencement.

31.2 This rebate will be returned to the residual catering budget for the provision of repairs and maintenance of the kitchen equipment in West Berkshire Council. In Bracknell Forest, the rebate is returned to the schools.

31.3 The Contractor will provide the Supervising Officer with details and evidence of total sales at each school each term for the purpose of calculating the rebate. Such information will include all sales from both the School Lunches and any Additional Catering Services. The format will be agreed between the Supervising Officer and the Contract Manager.

31.4 The Contractor will keep auditable records to confirm the turnover at each school. The Supervising Officer and/ or the Councils Internal Audit Unit and/or District Audit must be allowed access to such records on demand.

32 PREMISES / FACILITIES PROVIDED FOR THE CONTRACTOR'S USE

32.1 The Contractor will be allocated designated areas at each school.

32.2 Details of all facilities available can be found in the Site Schedules in Appendix B.

32.3 Designated areas are for the use of the Contractor for the provision of this Contract only and any other usage by the Contractor may only be with the express authority of the Headteacher and the Supervising Officer

32.4 Any agreement given under Clause 32.3 will be treated as a separate agreement between the school and the Contractor. Any agreement reached will be bound by its own terms and conditions and will not form any part of this Contract in any way.

32.5 Designated areas may also be used by the school for other forms of catering provision or other activities. Details of when and where this is applicable are given in the Site Schedules in Appendix B. (See also the policy for use of school kitchens appended to this specification).

32.6 The Contractor's Staff may not enter other areas of the school or its environs without the permission of the Head Teacher.

32.7 During the Service provision period, parents, pupils and school staff may not enter any food preparation area unless correctly attired and with due deference to statutory requirements and good practice guidelines.

32.8 It will be the responsibility of the Contractor to ensure compliance with 30.7. The Contractor is expected to advise the correct procedures to be followed to all eligible persons requiring access.

- 32.9 The school or Council will also provide free of charge (subject to availability – see site schedules for details);
- Use of toilet facilities.
 - Use of office facilities, generally only in larger schools where they exist, and at the discretion of the Head Teacher
 - Access to a telephone where one exists
 - Utilities; Hot and cold running water, electricity and/or gas.
 - Kitchen appliances/equipment. (see inventory)
 - Light equipment
 - Adequate maintenance to the fabric and finishes of the premises including ensuring the premises are decorated and maintained in accordance with hygiene and any other relevant legislation.
- 32.10 Where telephones or other similar facilities have been solely provided for the use of the Contractor, then the Contractor shall be responsible for payment of all costs incurred for that facility.
- 32.11 It is expected the Contractor will ensure facilities and utilities provided are used with due regard to energy conservation and will exercise energy management control in the course of the operations. The Contractor will ensure that usage does not exceed what is necessary for the provision.
- 32.12 Any use of facilities or utilities by the Contractor not in the provision of the Contract will be charged to the Contractor at cost by the school.
- 32.13 Any failure by the school to provide any necessary service or supply which means the Contractor can not effectively carry out the Service shall be reported immediately to the Supervising Officer by the Contractor.
- 32.14 In the event of disruption to the supplies of utilities it may be necessary for the Contractor to use disposable equipment. This must be agreed with the Supervising Officer or School prior to use and the cost of supplying the disposable equipment will be the responsibility of the Council

33 CONTRACT MONITORING

Contract Monitoring will be the responsibility of all Parties to the Contract. The methods of monitoring will comprise of a minimum of same or similar processes or procedures as following;

33.1 Meetings

The Contract Manager (and any other managerial staff as is deemed appropriate by the Supervising Officer) will be expected to attend regular monthly meetings with the Supervising Officer for the purpose of reviewing day to day performance and dealing with minor and current issues. The venue for these meetings is to be agreed between the Supervising Officer and Contract Manager.

The Supervising Officer may also request contract review meetings at a frequency not more than termly but not less than annually. The Contractor will be expected to attend the review and the meeting will be in addition to the regular meetings outlined above.

As a minimum the Contract as a whole will be reviewed on an annual basis by the Supervising Officer in the anniversary month.

33.2 Performance Indicators

The Supervising Officer will assess the performance at each school on a monthly basis by means of a Performance Indicator returned by each school. The Performance Indicator will be completed by the Head Teacher and forwarded directly to the Supervising Officer.

The Performance Indicator will indicate the satisfaction of the Head Teacher with the Contractor's performance in their school. The scores from these Performance Indicators will be made known to the Contract Manager at the next monthly meeting. Copies of the Performance Indicators can be made available to the Contractor where this is deemed beneficial.

Where a School fails to submit a Performance Indicator, and the period is greater than one month following the end of the period, then the Supervising Officer will assume that the performance is deemed satisfactory at that School for the period of non-submission.

The Contractor is expected to carry out his own regular quality assessments of the service in schools (frequency to be agreed between the Contractor and the Supervising Officer) and copies of such will be made available to the Supervising Officer on request.

33.3 Site Visits

For the purpose of ensuring the Contractor's compliance with the Contract and the satisfaction of the school with the service provided, the Supervising Officer may visit any school unannounced on any day to inspect the kitchen and other designated areas and sample a meal.

Throughout the contract, the contractor will have initiated and maintained a documented system of quality control designed to ensure that all Locations are well and properly served and the specification is complied with in all respects. During these visits, the Contractor's staff will be expected to make available their daily record books, health and safety manuals, training records and any other paperwork relevant to the service delivery at that school.

A visit report sheet will be produced following a visit and comments will be communicated to the Contractor at the next review meeting.

Any comments needing urgent attention will be communicated to the Contract Manager as soon as possible.

Failure to comply with any part of the Contract shall be noted and Clause 38 will be invoked if appropriate.

34 VARIATIONS

Throughout the Contract Period and any extension periods, all parties are expected to make suggestions which will improve any or part of the Service.

34.1 Changes to a Service Level Agreement

School requirements may be varied by agreement between the Head Teacher, Supervising Officer and Contract Manager.

All requests for variations will be notified to the Supervising Officer by either the Head Teacher or Contract Manager.

Once agreement to the variation has been achieved, the Contractor will raise a variation order, the format of which will be agreed between the Supervising Officer and the Contract Manager prior to contract commencement.

The variation order will be sent to the Supervising Officer and Head Teacher for signatures to authorise the variation.

As soon as the variation order has been authorised, the Supervising Officer will produce and circulate an amended Site Schedule sheet which will supersede any pre- dated Schedule for that school.

34.2 Changes to the Site List

- The addition of new schools must be allowed by the Contractor, unless proof can be given that by doing so would be detrimental to the Contract as a whole.
- The deletion of a school during the term of the contract will be subject to the following;

34.3 Deletion of a Site for reason that better value can be obtained by the school;

The Head Teacher is required to inform the Supervising Officer immediately.

The Contract Manager will be advised of the request by the Supervising Officer.

The Contract Manager having received notification will be given reasonable time to dispute the proof, or provide a solution offering the same or better value to the school.

Where the Contractor is unable to dispute the evidence and offer a solution, the school will be taken off the Site List at either the end of the next school term, or the next contract anniversary, whichever is most convenient for the school. The Supervising Officer will have the authority to decide when the exact date will be.

34.4 Deletion of a school without due reason;

The Contractor will be entitled to seek compensation from the school for loss of earnings.

Any claim for compensation will be subject to agreement between the Contract Manager and the Supervising Officer in writing.

34.5 Deletion of a school for reasons of non compliance with all or part of the Contract;

Where deletion of a school is for reasons of non compliance of the Contract by the Contractor at that site, then the procedure for Determination in the Contract Conditions shall apply.

In all circumstances of cancellations and additions of a school, then where feasible, the preferred cancellation/addition date shall be in conjunction with the school term or academic year.

35 HEALTH & SAFETY

- 35.1 The Council as an employer has a duty to ensure it protects the health, safety and welfare of its employees and others who may be affected by its work. As part of that

responsibility the Council insists that all Contractors and Suppliers to/of the Council adopt safe methods of work in accordance with the Health and Safety At Work Act and maintain and regularly review their own health and safety policies and procedures in accordance with Legislation and general good practice.

- 35.2 The Contractor will observe and abide by all legislation relating to the provision of the services.
- 35.3 Revised policies and procedures must be forwarded to the Supervising Officer immediately.
- 35.4 The Contractor may be requested at any time to submit copies of current policies, procedures, risk assessments and and COSHH (Control of Substances Hazardous to Health) records by the Head Teacher and/or the Supervising Officer and/or the Council's Health & Safety Officer.
- 35.5 The Contractor will permit the Council's Health and Safety Officer, or any other appropriate person, to enter upon any Location or other site of operation at any time during working hours for the purposes of carrying out health and safety inspections.
- 35.6 During the inspections, the Health and Safety Officer, or his authorised representative, will inform the Contractor verbally and subsequently in writing of any method of operation or other matter which, in the opinion of the Safety Officer, falls below the requirements of the Council's Health and Safety Policy and Codes of Practice or any other statutory requirement. The matter will be reported to the Supervising Officer and should remedial action be required, to the Health and Safety Inspectorate and / or the Council's Environmental Health Officer.
- 35.7 In provision of the Service, Risk Assessments and Method Statements are the responsibility of the Contractor. The Contractor must immediately report any identifiable risks to the Head Teacher, along with the intended solution to remedy the risk. The Supervising Officer must be notified of all such risks at the first available contract meeting.
- 35.8 Where rectification of an identifiable risk is the agreed responsibility of the Council, the Contractor must also report this to the Council's Health & Safety Advisor. Where known, the expected remedy should also be reported.
- 35.9 Accidents or incidents occurring during the provision of the Contract must be immediately reported as required under Legislation. The Contractor must report to the Head Teacher and Supervising Officer any serious accidents that take place in those parts of any of the Locations where the Services are provided. The Contractor must report to the Council any dangerous occurrences that take place on any such premises as detailed in the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- 35.10 Notwithstanding the Contractor's own H&S reporting procedure, the Council also requires the Contractor to inform the Head Teacher of any accident or near miss on the premises so that they may enter the information onto the Council's own database for reportable H&S incidents)
- 35.11 With respect to fire procedures, the Contractor will be required to ensure that:

All employees are given appropriate training in fire procedures for individual sites and that they participate in site fire drills in co-ordination with the rest of the school

Each kitchen has the correct fire extinguishing equipment, i.e. a fire blanket and one to three dry powder or carbon dioxide extinguishers, according to the size and layout of the kitchen. This equipment shall be supplied and replenished by the School at the reasonable request of the Contractor and in accordance with the schools fire risk assessment.

Fire equipment is checked annually by the appropriate Council Department or a by a competent person appointed by the Head Teacher.

35.12 The Contractor will ensure that the relevant Hygiene and Health and Safety signs are correctly displayed and that staff comply with these signs.

35.13 The Contractor will ensure First Aid boxes are supplied for their staff on each site and there is a record of nearest hospitals with an A and E facility.

35.14 Neither the Council nor any school will be held liable for any failure by the Contractor to comply with Health & Safety legislation or fire procedures.

36 ENVIRONMENTAL HEALTH

35.15 The Contractor is responsible for ensuring that the catering operation is undertaken in accordance with all relevant food hygiene legislation and quality assurance systems.

35.16 The Contractor will have a policy on Food Hygiene and policy on employment and training of Food Handlers.

35.17 The Contractor will be responsible for registering all food business premises used in the provision of this Contract with Environmental Health

35.18 Environmental Health Officers may inspect all or part of the premises used by the Contractor in the provision of the Contract without notice.

35.19 The Supervising Officer may invite, at any reasonable time, an Environmental Health Officer or other appropriate specialist to inspect all or part of the premises used by the Contractor in the provision of the Contract.

35.20 The Contractor will respond directly to any request or notice served by an Environmental Health Officer.

35.21 Any issue which cannot be rectified within the given timescales shall be reported immediately to the Supervising Officer.

35.22 The Contractor will deliver to the Supervising Officer within two working days any Environmental Health Report relevant to the services, staff, catering premises and equipment or other activities in relation to this Contract, together with his observations and a statement of the steps taken or proposed to be taken by him in order to comply with any requirements specified in such a report.

35.23 The Contractor will notify the Supervising Officer immediately of any legal notices including Hygiene Improvement, Hygiene Prohibition and Hygiene Emergency Prohibition Notices.

35.24 The Supervising Officer shall deliver to the Contractor similarly any such report received by him.

35.25 In the event of an alleged or suspected food poisoning or contamination incident the Contractor shall ensure that a report is presented to the Supervising Officer containing the following information:

- Detailed composition of the meal
- Food sample availability
- Remainder of same batch of foodstuffs (or the packaging)
- Number of suspected victims
- Date and time of meal consumed
- Date ingredients delivered and supplier (including addresses and depot telephone numbers).
- Method of storage
- Time and method of preparation and cooking
- Storage after cooking
- Who ate the meal
- Precise symptoms of illness, the time of the first sign of illness, whether the victims have consulted their GP and, if so, whether faecal samples have been submitted for examination.
- Precise details of the alleged contamination and any resulting effects.

In the event of any investigation by an officer from the Council's Environmental Health Services, the Contractor will co-operate fully in the investigation and ensure that all those members of staff who have been in contact with the preparation or service of the meal are available for interview.

35.26 Pest Control

The Contractor will notify the school and the Council immediately of any pest infestations within the catering premises. Pest Control will be organised by the Head Teacher or Local Authority.

37 INSURANCE

- 37.1 The Contractor is expected to maintain insurance policies for Employers Liability and Public Liability throughout the Contract Period and any extension periods.
- 37.2 The value of the policies must be equal to or in excess of the minimum values set by the Council
- 37.3 The Contractor will provide copies to the Supervising Officer of each policy, and each subsequent renewal.
- 37.4 The minimum insurance requirement at January 2011 is £10,000,000 (10 million pounds) for each insurance. The Supervising Officer shall notify the Contract Manager of any adjustment to the minimum value. Buildings and Contents insurance will be the responsibility of the Head Teacher.

38 AUDIT

- 38.1 The Contractor shall allow access to any information relevant to the Service to the Supervising Officer and/or an officer of the Council's Internal Audit team and/or a representative of District Audit.

39 SECURITY AND ACCESS TO THE SITE

- 39.1 The Contractor shall have access to each site on normal working days for the hours necessary to provide the services required by that individual school. Otherwise, i.e. when pupils are not in attendance at the school, the Contractor shall have access only by prior arrangement with the School and Supervising Officer for the purposes of planning and preparing the next service, staff training or cleaning.
- 39.2 Only the Contractor's staff and persons making deliveries to the Contractor in connection with the provision of the services may enter or use any part of the Locations.
- 39.3 The Contractor shall be responsible for the security of all goods, materials and equipment used in the provision of the Service which belong to the Contractor or the school.
- 39.4 The Contractor shall in conjunction with the school ensure, in particular, that such Locations and areas are properly locked, windows tightly secured and all lighting and all kitchen equipment switched off.
- 39.5 The Contractor will indemnify the Council and the school against any loss, theft or damage of/to any goods, vehicles, materials and equipment belonging to the Contractor.
- 39.6 The Contractor will not implement any security activities, overt or covert at any location, without the written permission of the school.
- 39.7 Police intervention in any matter of security shall be the responsibility of the Supervising Officer or the Head Teacher.
- 39.8 Where it is convenient to both the Contractor and the school, the Head Teacher may agree to a member of the Contractor's Staff becoming a key holder.
- 39.9 The Contractor will be responsible for ensuring the safekeeping of the key and the return of the key to the Head Teacher upon termination of the Contract or when requested to do so.
- 39.10 The Contractor will ensure the key holder is of good character and does not abuse the privilege accorded.
- 39.11 It will be the responsibility of both the Contract Manager and the Head Teacher to inform the Supervising Officer of the names of all such key holders as requested.

40 FAILURE TO PROVIDE THE SERVICE TO THE CONTRACT STANDARD

- 40.1 Unless due to matters outside the Contractor's control, when a meal has been pre-selected and is then not available, the meal shall be provided free of charge to each Consumer who is served a different choice to the pre-selected one. The free meal shall not differ in size, quality, nutritional content or price from the original selected meal.
- 40.2 The process for administering 38.1 shall be agreed between the Supervising Officer and Contract Manager.
- 40.3 Unless due to matters outside the Contractor's controls, where the Contractor fails to provide part of the Service to the Contract Standard, the Supervising Officer shall be

entitled to procure that part of the Service from an alternative supplier and recharge the Contractor the additional cost plus a twenty percent administration charge.

- 40.4 Alternatively, the school may take control of the Service delivery and collect all income. The Contractor will be reimbursed the cost of any food used but the remainder of the income will be retained by the school.
- 40.5 Unless due to matters outside the Contractor's control, where the Contractor repeatedly fails to provide part of the Service to the Contract Standard at more than fifteen percent of the Schools, then the Supervising Officer shall be entitled to and may invoke Clause 20 - Determination, in the Contract Conditions.
- 40.6 Further to Clause 38.5, should the number of Schools be equal to or in excess of twenty percent, then the Supervising Officer will invoke Clause 20 - Determination, in the Contract Conditions.

41 CONTRACT EXPIRY

- 41.1 The Contract will expire July 23rd 2017 unless the Supervising Officer takes up the option to extend the Contract Period in clause 4 of the Contract Conditions.
- 41.2 The option to extend under 39.1 shall be by notice from the Supervising Officer to the Contractor given not less than six months prior to the expiry date of the Contract.
- 41.3 Within two weeks of the date of notification under paragraph 39.2 the Contractor shall notify the Supervising Officer whether or not he wishes to accept the offer of an extension to the Contract Period.
- 41.4 When an extension period has been agreed, the new expiry date will be the last day of the extension period.
- 41.5 The Contractor will ensure that all relevant, correct TUPE details (including principal terms and conditions of employment, number of staff employed in the provision of the Service who may be subject to transfer and in respect of each such person details of age, salary, reckonable service, hours of work and percentage of time spent in the performance of the Service) are made available to the Council upon request for the re-letting of the Contract.
- 41.6 Should the Contractor be unsuccessful in the next tender, they are expected to maintain the Service to the required level throughout the handover stage to the new Contractor.

TO: SCHOOLS FORUM
DATE: 8 DECEMBER 2011

SCHOOL BUILDING CLEANING (Director of Children, Young People & Learning)

1 PURPOSE OF REPORT

- 1.1 To advise Schools Forum on the decision and outcome of awarding the corporate cleaning contract (which includes school sites) to KGB Cleaning.

2 RECOMMENDATIONS

That the Schools Forum:

- 2.1 **NOTES the outcome of the re-tendering of the corporate cleaning contract which has been awarded to KGB Cleaning.**

3 REASONS FOR RECOMMENDATIONS

- 3.1 **It is appropriate for the Forum to be aware of, and where relevant, comment on these contractual matters.**

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 These are set out in the supporting information.

5 SUPPORTING INFORMATION

Current arrangements for cleaning in schools

- 5.1 School cleaning is provided under a range of arrangements in BFC. A total of 11 schools participate in this corporate contract for the cleaning of civic offices and other council sites. This comprises 3 secondary and 8 primary schools.
- 5.2 The remaining three secondary, twenty three Primary and one special school make their own arrangements with other contractors or employ in-house cleaners.

Background

- 5.3 The current corporate cleaning contract with KGB Cleaning will end on 3rd January 2012. A cleaning re-tender working group including a school representative was established to review the tendering procedure and to consider future options.

Supporting information

- 5.4 The project team decided to remain with an "output", performance based document taking the industry standard British Institute of Cleaning Science as a basis. This type of contract has proved to be successful and has led to increased school participation. The original 4 schools in 2007 has now

increased to 10 school sites with a further 10 schools joining the tender process.

- 5.5 A pre-qualification questionnaire (PQQ) was made available on the South East Business Portal, and a total of twenty nine were returned with seven organisations making the shortlist. Tender documentation was then despatched to the seven successful organisations on the 10 June 2011.
- 5.6 All seven tenders were returned, and evaluated against the pre-defined criteria, based on a 40/60 Price/Quality ratio. This included a number of qualitative criteria outlined within the confidential annexe. A Price/Quality ratio of 40/60 was agreed upon at the start of the project due to the complexity and high visibility of this service, which is highly dependant on the quality of skilled labour provided. It was felt that awarding price with a higher weighting could result in a short term advantage which could have easily been outweighed by the time spent by Council staff in order to keep the contract on track, with cleaning contracts being renowned for being difficult to manage if the wrong supplier is selected.
- 5.7 The 10 school sites will see some price increases amounting to 6.8% or £25.6k per annum overall, however the prices submitted by KGB Cleaning are competitive as compared with the others offered with only one tenderer offering an overall reduction.

Main features of the contract

- 5.8 One of the key advantages of this type of approach is providing value for money by ensuring we maintain economies of scale. For those schools where we do not have aligned with contractual objectives, we have the flexibility for schools to join at a later date.
- 5.9 There is an option for schools to have cleaning consumables provided as part of the cleaning price by the contractor. Examples of this are items such as soap, hand towels and toilet rolls.
- 5.10 KGB Cleaning does and will continue to ensure that CRB checks have been carried out on any employee working on this contract including sub-contractors.
- 5.11 Children, Young People and Learning (CYPL) offer a SLA for building cleaning including a contracts monitoring service. Contract monitoring meetings will be held with representatives from schools, CYP&L and the contractor's management team.
- 5.12 Quarterly review meetings are arranged by Corporate Procurement attended by the contractor's management team, CYP&L, a school representative and the corporate Facilities Manager. This meeting is to review the performance of the whole contract.
- 5.13 Key Performance Indicators will be agreed to ensure standards are maintained in line with the specification.

School participation

5.14 Sixteen schools will be participating in the new contract consisting of;

5.14.1 All of the 10 school sites who currently participate have agreed to continue in the contract with KGB Cleaning. These schools are:

- Ascot Heath Juniors
- College Town Infants
- College Town Juniors
- Crown Wood Primary
- Edgbarrow School
- Garth Hill College
- Holly Spring Juniors
- Jennett's Park Primary
- Ranelagh School
- Warfield Primary

5.14.2 An additional 10 school sites participated in the tender exercise. Of these schools a further five have so far indicated that they would like to join the contract. These schools are;

- Crowthorne Primary
- Easthampstead Park School
- Owlsmoor Primary
- Uplands Primary
- Wooden Hill Primary School

5.14.3 One other school that did not participate in the contract has now agreed to join. This school is;

- Binfield Primary

5.14.4 Therefore the number of participating schools now totals 16. Other schools can join the new contract at any time.

6 ADVICE RECEIVED FROM STATUTORY AND OTHER OFFICERS

Borough Solicitor

6.1 I have nothing to add to this report.

Borough Treasurer

6.2 The financial implications arising from this report are set out in the supporting information.

Impact Assessment

6.3 Not required.

Strategic Risk Management Issues

6.4

Issue	Risk	Comment
Quality of service does not meet expectations.	Low	The size of the contract and robust contract monitoring should help ensure a consistently high quality of service.

7 CONSULTATION

Principal Groups Consulted

7.1 Schools were consulted about the outcome of the tender on 31st October 2011. These schools are;

- Ascot Heath Junior
- Brakenhale School
- College Town Infants
- College Town Juniors
- Crown Wood Primary
- Crowthorne Primary
- Easthampstead Park School
- Edgbarrow School
- Garth Hill College
- Holly Spring Infants
- Holly Spring Juniors
- Jennett's Park Primary
- Kennel Lane School
- Owlsmoor Primary
- Ranelagh School
- Uplands Primary
- Warfield Primary
- Wildmoor Heath
- Wildridings Primary
- Wooden Hill Primary

Method of Consultation

7.2 This was by email with an attached spreadsheet showing the cost to clean at each school site.

Background Papers

None.

Contact for further information

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TO: SCHOOLS FORUM
DATE: 8 DECEMBER 2011

PRIORITY SCHOOL BUILDING PROGRAMME (Director Children Young People & Learning)

1. PURPOSE OF REPORT

- 1.1. The purpose of the report is to consult Schools Forum about future participation by Bracknell Forest in the new DfE Priority School Building Programme.

2. RECOMMENDATION

- 2.1. That Schools Forum gives feedback on the future participation by Bracknell Forest in the new DfE Priority School Building Programme.

3. SUPPORTING INFORMATION

Background

- 3.1. Following acceptance of the majority of the recommendations contained within the James Review, in July 2011 Partnerships for Schools (PfS) announced a new PFI school building programme.

Priority School Building Programme

- 3.2. The new Priority School Building Programme (PSBS) follows in the wake of the cancelled Building Schools for the Future and Primary Capital Programmes, and is intended to address those schools in the worst condition. Ministers may also take into account pressing cases of basic need for the creation of new school places. The programme will:
 - a) cover the equivalent of building or re-building approx 100 secondary schools.
 - b) include a mix of secondary, primary, special schools, sixth form colleges and alternative provision.
 - c) deliver 20% of the agreed school programme each year with the first schools scheduled to open in the 2014/15 academic year.

Eligibility

- 3.3. To be eligible to participate, it would be required to be demonstrated that:
 - a) Identified need for condition works should be in excess of 30% of the notional cost of rebuilding the whole school.
 - b) the School has not received major investment to more than 50% of the existing buildings in the last 15 years.
 - c) there is sufficient long term pupil demand
 - d) there is certainty that the LA or school holds title to all the land
 - e) the proposed development is either wholly New Build or the refurbishment element is less than 30% of the gross internal floor area

- f) there is a commitment to continued testing for 'Value for Money' throughout the approval process. It is stated that schools will be removed from the programme if this is not proven to be the case.
- g) All schools selected must provide a signed statement from the Headteacher, governing body and LA (for maintained schools) that they accept the terms & conditions.
- h) There are also criteria around listed buildings which would only apply to a small minority of schools.

Private Finance Initiative (PFI)

- 3.4. Projects undertaken through the PSBP will be subject to funding through the Private Finance Initiative (PFI), which is a highly complex and sometimes contentious procurement route. Its main benefit is that the significant initial capital investment is paid for by the provider, but the significant disadvantages are comparatively high ongoing revenue costs with limited choices and control over outcomes.
- 3.5. PFI schemes require engagement of a private sector contractor to design, build, finance and operate the school, including providing facilities management, maintenance and lifecycle services for the life of the contract, which is typically 27 years. As no money is paid by the procuring body until construction is complete, the contractor borrows the capital needed to construct the facilities from commercial lenders and then, once the school is operational, earns a monthly fee (referred to as a 'unitary charge'). The contractor uses this to repay the commercial debt and cover the cost of operating the facility. It may in addition earn a profit.
- 3.6. The scope of PFI school providers is normally limited to the site, buildings and facilities and does not normally include the teaching staff. There is however a requirement for the school to engage with the PFI provider over the day to day management of the school, acting as the Client for the services provided by the provider.
- 3.7. This new programme is being advertised as "PFI Light", which has a faster procurement process based on standardised designs and contract documentation. This means there will be less scope for design input from the LA or the school/s but the negotiation of the final agreed price will be simpler, based on the common practice arising out of previous PFI projects.
- 3.8. Key features of the PFI model include:
 - a) **Transfer of risk from the LA/School.** The procuring body pays nothing to the contractor until the build is completed to the standards set out in the contract, which also ensures a high degree of certainty as to the time of completion.
 - b) **Maintenance (often referred to as 'hard FM') services** are provided by the contractor throughout the life of the agreement, and the LA/School withholds payment to the contractor if parts of the school accommodation are not available for use.
 - c) **Cleaning, security and grounds maintenance** (often referred to as 'soft FM') services are typically provided by the contractor. The soft services may include other services such as catering, pest control and waste management.
 - d) **Participating schools have to contribute** to the annual revenue e.g. for FM and maintenance anticipated to be around £55 per m² and £15 per m² for utilities, per year, for the life of the contract. Schools would usually also continue to pay for utilities and rates.

- e) **There is ongoing management of the contractor's performance**, which is linked to their ability to 'earn' the full amount of the unitary charge every month. This is governed by a performance regime which measures availability of areas within the school and performance against set standards. Performance issues and spaces not being available can lead to deductions being made from the unitary charge, which incentivises the contractor to rectify problems early and ensure a good level of service.
- f) **This would be a long-term arrangement** with contracts typically lasting 27 years and, with little opportunity for early exit. Schools need to be aware that this represents a long-term commitment.
- g) **Handback**. The contractor is required to hand the school back in good condition to the public sector procurer at the end of the contract term, thus ensuring that the school is well maintained and designed to last.
- h) **Participating schools become part of a larger project**. To deliver economies of scale and value for money schools will be batched together and procured in groups across LA boundaries to create a viable contract. This creates incentives to contractors to take on the programmes, but may restrict the opportunity for significant input from individual LAs and schools who may end up sharing service provision with whichever schools they are batched with.
- i) **Ongoing Value for Money**. Becomes an issue with the provision of FM services, which are effectively procured under large contracts with major providers and paid for through the equivalent of a mortgage. Contracts do allow for market testing at intervals throughout the term of the agreement, but ongoing FM costs at PFI sites may be higher than at non PFI sites. The LA and school are effectively locked into a legally binding contract to buy FM services benchmarked at a higher standard than they might otherwise set.
- j) **Flexibility to make future changes is reduced**, and it is difficult to predict the requirement for school places and specific accommodation needs planning in advance for the 27 year lifespan of the contract. There is risk that if accommodation needs change significantly to meet unforeseen circumstances, re-negotiation of changes to contracts may be difficult and expensive.
- k) **There are normally no capital costs up front**, although the LA/school may be liable for the cost of any additional items over and above what the central body is providing. Conversely the **revenue costs associated with PFI can be significant** because the capital cost of design and construction is re-paid for through the monthly Unitary Charge over the life of the contract.
- l) **The procurement will be based on standardised designs** (subject to site constraints, planning and some local choice). As a consequence schools/LAs may have limited opportunity to engage through the design process. Currently the new Academy design process for ITT is 6 weeks, and this could be adopted for the PFI programme. The levels of input by the LA, the school and the governing body for the Garth Hill project would not be possible under a PFI regime, and achieving stakeholder alignment and buy-in may be more difficult.
- m) **Procurement would be by a new central body**. Although the LA or individual schools would be the contracting party, the contracts themselves would be procured by a central body – PfS (or other if PfS is no longer in existence at the commencement of the programme). LAs/schools would again have only limited input into this process.
- n) **Ongoing contract management arrangements are unclear**. It is not yet known how much of the ongoing contract management role would be carried out centrally or by the

school or by the LA. This uncertainty creates risk to Bracknell Forest Council and to schools. Currently, and without a change in legislation regarding the basis of the ownership of the assets of school buildings, the LA is the only 'legal entity' in respect of LA maintained provision and thus the 'owner of the assets' (except where the LA has entered into a leasing agreement for a site from a third party).

o) VA schools would be required to make a financial contribution to the programme.

Initial Bids - Expressions of Interest

3.9. Bracknell Forest Council as the LA is responsible for collating and submitting applications for all the schools in our area (including VA, VC and foundation). The whole school estate has been evaluated with the Council's managing partner EC Harris against the PfS eligibility criteria. Whilst there are no Bracknell Forest schools that match all of the criteria the Council has identified the following schools which constituted the closest match:

- a) Kennel Lane Special School, which was subject of a masterplan under Building Schools for the Future for a phased rebuild on the existing site.
- b) The Brakenhale secondary school, which was also subject of a masterplan under Building Schools for the Future for a phased rebuild on the existing site.
- c) Holly Spring Infant & Junior Schools which are currently subject of expansion by one form of entry under the Primary Capital Programme.
- d) Meadow Vale Primary School which is also currently subject of expansion by one form of entry under the Primary Capital Programme.
- e) The Council has also identified a future requirement for a new secondary school to be built in North Bracknell, subject to the approval of future housing development.

3.10. In order to meet the PfS deadline for expressions of interest in October 2011 the Council has submitted bids in respect of the above schools on a no obligation basis. It is difficult to predict the likelihood of any of these projects being taken up by PfS. They have acknowledged our interest and requested further information about condition need, but none of the above schools' condition need exceeds 30% of the notional rebuild cost, which is a key criterion for inclusion in the programme.

3.11. The Diocesan Authorities have been consulted and there are currently no bids in respect of Bracknell Forest VA schools on the programme.

3.12. Academies are also eligible to apply for the programme on their own behalf.

4. ADVICE RECEIVED FROM STATUTORY AND OTHER OFFICERS

Borough Solicitor

4.1. The information provided by PfS so far does not give any clarity on the intended contractual roles of the Authority or Governing Bodies, and does not identify the Contracting Authority. Doubtless Governing Bodies will be keen to establish what these roles will be, and to understand any Options appraisal carried out by PfS.

Borough Treasurer

4.2. The Borough Treasurer is satisfied that no significant financial implications arise at this bid stage. The cost of meeting annual revenue payments are expected to be a charge against

individual school budgets. The Schools Forum will need to agree to fund PFI schemes before any commitments are entered into.

Equalities Impact Assessment

- 4.3. Equalities Impact Assessments would be undertaken on a project basis.
- 4.4. All new build construction works would be fully accessible to disabled people.

Strategic Risk Management Issues

- 4.5. The various risks associated with PFI procurement are included in the main body of the report however these can be summarised as follows:
- 4.6. Risk of achieving and maintaining stakeholder alignment throughout a PFI project is assessed as LOW due to past experience with PFI. Robust and ongoing stakeholder management would need to be a key feature of any decision to proceed with PFI.
- 4.7. Risk of achieving a totally satisfactory outcome is assessed only as MEDIUM due to the LA and schools having only limited ability to influence the project which will be managed by a central body.
- 4.8. Affordability risk is split. For capital the risk is VERY LOW because all the capital investment is paid for by others. However, the revenue affordability risk is assessed as HIGH because the School/LA will be tied into a contract to pay back the costs of borrowing and ongoing FM arrangements over which it will have only limited ability to control.
- 4.9. General Planning and Construction Risks are no different through PFI than they are from design & build procurement. It will be for the contractor to obtain planning permission and undertake the build.
- 4.10. The likelihood of bids from Bracknell Forest being accepted by PfS is assessed only as MEDIUM because the PSBP can only accommodate a limited number of projects and need is likely to be greater in other, particularly inner city LAs.

5. CONSULTATION

- 5.1. There was insufficient time to review the whole school estate review then consult with individual schools prior to the deadline for receipt of applications on 14th October 2011.
- 5.2. The current approach, endorsed by the Council's Corporate Management Team, has been to submit bids for those schools which were judged to have the best chance of success when measured against the eligibility criteria. We would then initiate detailed consultation with any schools whose bids were taken up.
- 5.3. The Council is under no obligation at the initial bidding stage and can walk away from a project if after consultation, or following more detailed scrutiny it proves to be undesirable.
- 5.4. Detailed consultation would include Headteachers, Governing Bodies and the wider school community.
- 5.5. The Diocesan Authorities have been consulted and there are currently no bids in respect of Bracknell Forest VA schools on the programme.

Background Papers

None

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TO: SCHOOLS FORUM
DATE: 8 DECEMBER 2011

**THE SCHOOLS BUDGET – 2011-12 BUDGET MONITORING
AND OTHER FINANCIAL MATTERS
(Director of Children, Young People and Learning)**

1 PURPOSE OF REPORT

- 1.1 The purpose of this report is to update or seek comments from members of the Schools Forum on:
- i. the 2011-12 forecast budget monitoring position for the Schools Budget as at the end of October;
 - ii. the current budget monitoring forecast that indicates £0.9m of funding is available to invest in the current financial year, on a one-off basis;
 - iii. the revised criteria proposed to be used to fund schools experiencing significant in-year growth in pupil numbers;
 - iv. changes made by the Department for Education (DfE) to the initial per pupil funding rates for the Pupil Premium.

2 RECOMMENDATIONS

That the Schools Forum:

- 2.1 **NOTES the budget variances being forecast on the 2011-12 Schools Budget that in total aggregate to a net under spending of £1.3m (paragraph 5.3);**
- 2.2 **NOTES that the forecast year end under spend indicates that approximately £0.9m of funds are available for one-off investments in the current financial year and that proposals for its use will be brought to the February meeting of the Forum (paragraphs 5.8 and 5.9);**
- 2.3 **AGREES to adopt the criteria at Annex A to fund schools experiencing significant in-year growth in pupil numbers (paragraph 5.3 iv);**
- 2.4 **NOTES that schools in Bracknell Forest will receive an additional £0.071m of Pupil Premium Grant as a result of the DfE increasing the basic per pupil funding amount from £450 to £458 (paragraph 5.13).**

3 REASONS FOR RECOMMENDATIONS

- 3.1 **It is appropriate for the Schools Forum to be aware of, and where relevant, comment on these financial matters.**

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Where relevant, these are set out in the supporting information.

5 SUPPORTING INFORMATION

2011-12 Budget Monitoring

- 5.1 As part of the Council's Financial Regulations, the Schools Budget is subject to monthly budget monitoring. This involves forecasting likely expenditure and income through to the end of the year, identification of reasons for variations against original budgets, and where relevant, setting out options for management action. This process allows for a forecast year end level of balances to be calculated.
- 5.2 It is appropriate for the Forum to be aware of the current forecast year end balance as this may need to be taken into account when the 2012-13 budget is agreed. It is also possible that a number of variances identified this year will be on-going, and will therefore need to be addressed in next year's budget.
- 5.3 Provisional budget monitoring information available at the end of October indicates that the Schools Budget will under spend by £1.3m this year, which confirms the verbal update provided at the last meeting of the Forum of the expectation that a significant under spending would be reported at this meeting. This forecast variance comprises an under spend of £0.475m against approved budget allocations, additional income of £0.460m against the original estimate made for Dedicated Schools Grant (DSG) income and a further £0.365m additional income as a result of the 2010-11 under spend being greater than the amount anticipated when the budget was agreed in March.

Brief explanations of the significant changes anticipated from the current budget plan are as follows:

- i. **SEN provisions and support services - £0.014m under spend.** The latest costed schedule of SEN pupil placements indicates a year end over spending of £0.058m. This is offset by under spendings on associated support services and results in a relatively small year end net under spend. Costs are still subject to change in the light of pupil movements, including those currently anticipated for January but not yet confirmed.
- ii. **Education out of school - £0.029m over spend.** As previously reported to the Forum, legislation has been amended to increase the minimum level of support that must be provided to pupils not attending school for medical reasons or who are 'school phobics'. This was confirmed after the budget was set and is expected to result in additional expenditure of £0.030m.
- iii. **Pupil behaviour - £0.031m under spend.** Staff vacancies will result in an under spending, mainly as a result of the resignation of the Head of the Behaviour and Education Support Team.
- iv. **School staff absence and other items - £0.048m under spend.** A number of variances are projected across a range of services that support schools with the main under spending arising on the Schools Specific Contingency at £0.084m. Within this contingency, a £0.067m

over spending is expected on additional SEN costs, which is offset by a £0.050m saving on lower than expected growth allowances that are awarded to schools facing significant increases in pupils and a £0.074m under spending on the number of 3 and 4 year olds receiving childcare and education. The main areas of over spending relate to an additional £0.033m payable on business rates at schools following revaluations and recent building works and £0.031m on the broadband contract for schools during the period that two networks need to be supported as schools transfer from the old provision to the new.

In respect of significant in-year growth in pupil numbers, a change is proposed to the allocation criteria to make clear that this should not apply to new schools experiencing rapid expansion in pupil numbers when the budget has been set on an estimated full cost basis outside the normal operation of the Funding Formula. This change is required to prevent such schools being over funded. The Forum is proposed to agree that from September 2011 the text set out at Annex A be used for funding schools for significant in-year growth in pupil numbers.

- v. **Combined Service Budgets - £0.077m under spend.** There are two main variances in this area of the budget. Transport costs associated with maintaining looked after children in Bracknell are expected to under spend by £0.047m from a reduction in the required number of journeys, with a £0.017m saving on Margaret Wells Furby Children's Resource Centre which provides support and advice to disabled children and their families including medical support, occupational therapy, physiotherapy, speech and language therapy and parent support groups.
- vi. **Early Years provisions and support services - £0.180m under spend.** This significant under spending arises as a consequence of the withdrawal of the Standards Fund grant programme. Part of this grant was allocated for childcare and education for 3 and 4 year olds, to be spent between April 2010 and the end of August 2011. Due to actual take up in 2010-11 being lower than the numbers assumed in the grant allocation made by the DfE, the 2010-11 year end under spending of £0.180m has been carried forward into the 2011-12 financial year and will be used to fund expenditure which was originally expected to be met from the Dedicated Schools Grant.
- vii. **Support to schools in financial difficulty - £0.154m under spend.** The Schools Forum has previously agreed an allocation of £0.150m from the £0.304m budget. No further allocations are expected to be required this year, resulting in the £0.154m under spending.
- viii. **DSG – change from original estimate - £0.328m additional income.** As previously reported to the Forum, the DfE has confirmed that the final DSG allocation for 2011-12 will be £75m, which is £0.476m more than assumed in the budget. In setting the budget, an allowance of £0.219m was made for the possible over estimation of pupil numbers and to cover potential in-year increases in the volatile, high cost budgets that the LA manages, mainly around special educational needs. Adjusting for this provision means that the DSG was under estimated by £0.257m. This difference is generally accounted for from a funding adjustment for low take-up of the free entitlement to early years education for 3 years. The DfE had originally consulted on the proposal to remove this adjustment, but was not ultimately implemented, but the final calculation by the Council was not updated for this late change.

Furthermore, Ranelagh converted to an academy from August and the DfE will now recoup money from service budgets managed by the Council for all schools, to pass on to Ranelagh which will then, for the first time, be responsible for their provision. This has been confirmed at £0.016m.

In addition to the impact on centrally managed budgets from Ranelagh's academy conversion, adjustments are required in the budget to reflect the part year effect of these changes. Delegated School Budgets reduce to reflect the ending of Council managed funding at the school, with a compensating reduction in Dedicated Schools Grant income. Ranelagh is now funded through the Young People's Learning Agency which receives the relevant share of Dedicated Schools Grant instead of the Council. The budget statement reflects a £2.16m budget transfer for this.

- ix. **Under spend brought forward from 2010-11 - £0.365m additional under spend.** The final accounts for 2010-11 resulted in an under spend of £0.595m compared to the £0.230m estimated when the budget was set. This was reported to the Forum in July 2011.

Annex B sets out the full Schools Budget at a summary level, with the above notes referencing to the appropriate lines with budget variances.

Proposed use of forecast under spending

- 5.4 When the Schools Budget under spends, the DfE allows LAs and School Forums to consider the following options for use of the DSG.
1. Make proposals to carry forward funding into the following financial year;
 2. Make proposals to increase individual school budgets in the current year;
 3. Make proposals to increase centrally managed expenditure in the current year.
- 5.5 In making decisions, the Forum especially needs to consider whether these will result in any additional on-going costs in 2012-13. This is in the context of the public expenditure cuts and the provisional funding gap calculated for 2012-13 of £2.014m, which is considered in more detail on a separate agenda item.
- 5.6 Therefore, to help manage down next year's budget gap, it is proposed to set aside £0.4m to help finance on a one-off basis expenditure that will occur in 2012-13, with the remaining £0.9m allocated to new one-off investments that will not create on-going pressures into 2012-13. Using £0.4m from balances represents an increase of £0.170m compared to the amount applied from balances in the current year and therefore reduces the provisional funding gap from the £2.014m set out in paragraph 5.5 to £1.844m.
- 5.7 It is not recommended to use more than £0.4m from balances in any one year as this is the maximum amount of one-off funding that should be applied to the budget to finance on-going costs. This is because funding from balances is only available for one year and results in a corresponding reduction in available resources in the following year once the money has been spent.

- 5.8 Setting aside £0.4m to be carried forward into 2012-13 leaves an estimated under spending for the year of £0.9m. This is a significant sum and presents a rare opportunity to consider invest to save type projects that usually need pump priming funding to become established during periods when dual provisions may be required, or to pilot new initiatives to determine their expected impact before any proposals for permanent funding are made.
- 5.9 The LA is in the process of evaluating a number of projects that may deliver long term financial and other benefits to the Schools Budget, in particular around the development of new SEN Resource Units, which are stand alone establishments where pupils with the same special needs receive small group teaching, specialist therapy and support in the mainstream classroom, and new provision for pupils at risk of exclusion who would receive specialist support away from the school but still be on the school roll. Both of these areas were highlighted as potential developments by schools in the recent financial consultations and full business cases need to be developed, including any required capital investments, before any spending proposals are presented to the Forum for consideration, which is expected to be in February 2012.
- 5.10 As well as any potential new expenditure on invest to save type initiatives as set out above, it is also expected that there will be significant funding available to make one-off in year allocations to schools and Early Years providers in the private, voluntary and independent (PVI) sectors to be spent in accordance with the priorities of school governors and providers.

Update on Pupil Premium

- 5.11 On 12 October, the DfE announced "that this year's Pupil Premium for disadvantaged pupils has been increased from £430 to £488; an additional £58 per pupil. The money has been released because fewer children than expected have registered for Free School Meals and fulfils the Government's commitment to allocate £625m to the pupil premium this year. Children who have been looked after by local authorities for more than six months will also qualify for the Pupil Premium at the higher rate. The funding premium for children of service families will remain at £200 per pupil for 2011-12.
- 5.12 DfE conditions of grant documentation confirms that "The [Pupil Premium] grant may be spent by maintained schools for the purposes of the school; that is to say for the educational benefit of pupils registered at that school, or for the benefit of pupils registered at other maintained schools; and on community facilities i.e. services whose provision furthers any charitable purpose for the benefit of pupils at the school or their families, or people who live or work in the locality in which the school is situated. The grant does not have to be completely spent by schools in the financial year beginning 1 April 2011; some or all of it may be carried forward to future financial years."
- 5.13 This change in unringfenced funding will result in Bracknell Forest Schools receiving £0.652m in Pupil premium Grant, an increase of £0.071m compared to the amount due from the originally announced per pupil funding rates.

6 ADVICE RECEIVED FROM STATUTORY AND OTHER OFFICERS

Borough Solicitor

- 6.1 The relevant legal provisions have been considered within the main body of the report.

Borough Treasurer

- 6.2 The financial implications arising from this report are set out in the supporting information.

Equalities Impact Assessment

- 6.3 There are no specific impacts arising from this report..

Strategic Risk Management Issues

- 6.4 There are no specific strategic risk management issues arising from this report.

7 CONSULTATION

Principal Groups Consulted

- 7.1 Not applicable.

Method of Consultation

- 7.2 Not applicable.

Representations Received

- 7.3 Not applicable.

Background Papers

Provisional October budget monitoring report

Contact for further information

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Criteria for in-year budget allocations to schools experiencing significant growth in pupil numbers

Subject to annual budget decisions, the School Specific Contingency shall include funding for allocation to those schools that experience exceptional increases in pupil numbers between the January census used for funding original budgets and actual pupil numbers on roll at the first census undertaken following admissions at the start of the next financial year.

To assist schools in meeting the additional costs arising in such circumstances, an in-year budget addition will be made where the whole school number on roll from year 1 up to Year 11 increases up to the point that a new teacher needs to be appointed. An increase of 20 pupils has been established as the relevant threshold point at which additional funding would be allocated. A second allocation would be made should numbers increase by 40 and so on, with further funding allocations for each additional increase above the 20 threshold.

The amount of additional funding is calculated from the cost of appointing a teacher on Mainscale Point 6 – salary and employer on-costs - for the period September to March.

There is one exception to this general rule. When a school is funded on the basis of estimated actual costs, which is ordinarily a new school or one that opens additional forms of entry during a financial year, it will not be entitled to any in-year growth allowances, provided the initial budget allocation included funds for the additional costs that would arise from a planned significant in year increase in pupil numbers.

Deductions will not be made in-year against schools experiencing reductions in pupil numbers.

BUDGET MONITORING STATEMENT FOR THE SCHOOLS BUDGET - OCTOBER 2011							
	Approved Budget			Estimated Variance			Note
	Expenditure	Income	Net	Under spending	Over spending	Net variance	
	<i>£000</i>	<i>£000</i>	<i>£000</i>	<i>£000</i>	<i>£000</i>	<i>£000</i>	
<u>Delegated and devolved funding</u>							
Delegated School Budgets	65,030	0	65,030	0	0	0	
Other School Grants	-5,248	0	-5,248	0	0	0	
	59,782	0	59,782	0	0	0	
<u>LEA managed items</u>							
SEN provisions and support services	6,631	-985	5,646	-136	122	-14	i
Education out of school	1,014	-3	1,011	-1	30	29	ii
Pupil behaviour	534	-7	527	-42	11	-31	iii
School staff absence and other items	1,672	-20	1,652	-134	86	-48	iv
Combined Service Budgets	591	0	591	-78	1	-77	v
Early Years provisions and support services	3,092	-12	3,080	-184	4	-180	vi
Support to schools in financial difficulty	305	0	305	-154	0	-154	vii
Standards Fund LEA Managed	0	0	0	0	0	0	
	13,839	-1,027	12,812	-729	254	-475	
Dedicated Schools Grant	0	-72,364	-72,364	-460	0	-460	viii
Underspend brought forward from 2010-11	0	-230	-230	0	-365	-365	ix
TOTAL - Schools Budget	73,621	-73,621	0	-1,189	-111	-1,300	

See paragraph 5.3 for an explanation to the notes.

TO: SCHOOLS FORUM
DATE: 8 DECEMBER 2011

PREPARATIONS FOR THE 2012-13 SCHOOLS BUDGET (Director of Children, Young People and Learning)

1 PURPOSE OF REPORT

- 1.1 The purpose of this report is to update members of the Schools Forum on progress towards setting the 2012-13 Schools Budget, and in particular:
- i. seeking agreement to a budget strategy to enable effective budget planning;
 - ii. reviewing the questions posed and responses received to the financial consultations with schools;
 - iii. the current evaluation of the financial outlook for the 2012-13 budget;
 - iv. the current position regarding the Council's Job Evaluation exercise.
- 1.2 As in previous years, detailed budget proposals will be brought to the Schools Forum for consideration in the new year. At this point in time, issues are being highlighted with no final decisions being taken in respect of the 2012-13 budget.

2 RECOMMENDATIONS

That the Schools Forum:

- 2.1 **AGREES the Budget Strategy at Annex 1 as the guiding document in developing the 2012-13 Schools Budget (paragraph 5.2);**
- 2.2 **AGREES that the key outcomes from the financial consultations with schools should be incorporated into the initial proposals for the 2012-13 Schools Budget that will be presented to the Schools Forum in February (paragraphs 5.15 and 5.16);**
- 2.3 **NOTES that the latest information in respect of the budget for 2012-13 indicates a potential shortfall in funding of £1.844m (paragraph 5.23);**
- 2.4 **AGREES that the Director of Children, Young People and Learning authorises the issuing of indicative 2012-13 budgets to schools, based on the proposals set out in this report (paragraph 5.26);**
- 2.5 **NOTES the latest position on the Council's Job Evaluation exercise (paragraphs 5.27 to 5.29).**

3 REASONS FOR RECOMMENDATIONS

- 3.1 **It is appropriate for the Schools Forum to be aware of, and where relevant, comment on these financial matters.**

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Where relevant, these are set out in the supporting information.

5 SUPPORTING INFORMATION

Introduction

- 5.1 The processes involved in setting the Schools Budget are well established and include the following key activities:
1. two financial consultations are undertaken with head teachers and governors to gather views on the relative importance of budget pressures and developments and other relevant budget matters;
 2. to aid financial planning, indicative budgets are sent to schools before the end of the autumn term, based on the October census data, up to the level of estimated resources;
 3. the Schools Forum considers initial budget proposal each February to agree that all relevant budget matters have been considered and that any new resources are being targeted to the correct areas;
 4. the Schools Forum agrees final proposals for the Schools Budget in March that the Executive Member for Education is recommended to approve;
 5. schools receive their actual budget for 2012-13 in advance of the statutory deadline of 31 March.
- 5.2 In order to ensure that officers prepare budget proposals that meet the needs of the Schools Forum, the Budget Strategy at Annex 1 is recommended to be agreed. This is unchanged from the strategy agreed by the Forum for setting the 2011-12 Schools Budget, with the exception of targeting appropriate resources to schools through deprivation measures, as this objective is now being met through the Pupil Premium.

Outcomes from the initial financial consultation

- 5.3 The initial consultation document was sent to schools on 7 October for reply by 21 October. This sought views from schools on proposals to classify certain pressures as unavoidable, which would then help to prioritise items for new funding. In addition, views were also sought on whether any desirable budget developments, other than the ones identified by the Council should also be considered for new funding.
- 5.4 Half of all schools (19) made a reply to the first consultation. All schools that responded agreed that the list of items proposed as unavoidable should be treated as the highest priority developments. In addition, one school proposed that school redundancy costs be added to the list. For information, the items considered unavoidable are set out again in Annex 2.
- 5.5 With regard to identifying desirable budget developments for next year, schools identified the following additional items that were added to those

presented by the LA for inclusion on the prioritisation exercise to be considered through the second consultation:

- a) Development of additional special educational needs resource units.
- b) Funding allocated for statemented pupils should be reviewed to ensure that it covers the cost of making the required provision.

- 5.6 In addition, a number of schools identified increased utility costs as a budget pressure, but these were not separately itemised on the second consultation as they will be taken into account in the general inflation pressure which schools have agreed should be treated as an unavoidable pressure, and therefore be expected to be considered as one of the highest priorities for additional funding.
- 5.7 Two schools also suggested that alternative education provision, possibly through a Pupil Referral Unit, should be considered for primary aged pupils. Such expenditure would need to be classed as centrally managed by the LA, and work will need to be undertaken to determine whether this proposal would be beneficial. The findings of this work will be presented to the Schools Forum in the new year for consideration with all other budget matters.

The second consultation

- 5.8 A second financial consultation with schools was undertaken between 4 and 18 November. This incorporated the matters raised by schools in the initial consultation and sought views from schools on the priority order for funding budget developments and comments on proposals to deal with other finance matters. A summary of school responses to the questions posed follows at paragraph 5.15, with more detail at Annex 3. Paragraphs 5.9 to 5.14 below set out more information on the elements of the consultation not connected with the prioritisation of budget developments.

Change proposed to the Funding formula for Schools

- 5.9 There was one change proposed to the Funding Formula relating to the data source to be used to fund schools with Looked After Children (LAC). At the moment, £0.009m is allocated to schools with LAC through reference to data from the national school census held each January at £360 per LAC. However, due to concerns relating to the accuracy of this data, the DfE no longer collect LAC information from the annual school census and instead use the more specific Children Looked After Data Return (SSDA903) which records children continuously looked after for over 6 months as at each March. The SSDA903 is used by the DfE in the distribution of LAC related funding in the Pupil Premium.
- 5.10 It is proposed that the Funding Formula also uses the SSDA903 return from financial year 2012-13 and allocates the same level of resources as in 2011-12. Due to the timing of the publication of this return, which is generally in October, if agreed, schools will in future be funded for LAC numbers from the previous financial year and only for LAC who are the responsibility of BFC.

Pupil Premium for Looked After Children: Proposal to pool income

- 5.11 Part of the Pupil Premium allocates funds to schools to support LAC with each LA funding the LAC they are responsible for and not necessary all of the LAC in the schools they maintain as some will be the responsibility of other LAs. In order to be able to provide the most effective level of support to these children as determined in their Personal Education Plan¹, a proposal was made that a voluntary pooling of funds is agreed with all schools, to be managed by the Looked After Children Education Services (LACES), which when added to existing resources is expected to deliver the most beneficial and cost effective level of support. If agreed, the pooling of funds – just over £0.010m in the current financial year - would commence from April 2012.

Other financial matters

- 5.12 In view of the proposals in the latest DfE consultation on Education Funding that has previously been reported to the Forum, there is a likelihood that responsibility and resources for more services will need to be delegated to schools from April 2013, rather than being centrally managed by LAs. The Council is therefore reviewing budgets to see if there would be any benefits from making further delegations from April 2012.
- 5.13 As part of the Council's budget setting process, a review is underway to confirm that charges currently being made for services traded with schools fully cover their costs and that the Schools Budget appropriately funds relevant services. The outcomes from this review may require some budget changes and it may also be necessary to review the current charging policy whereby in general, schools are charged for services in the same amount as the funding provided through the Funding Formula.
- 5.14 Any proposals arising from these other financial matters will be presented to the Schools Forum next year.

Provisional outcomes from the second consultation

- 5.15 A summary of the outcomes from the second financial consultation is set out below, with the paragraph numbers corresponding to the consultation questions. Overall there was a fair response rate from schools with 16 replies received (42%).

¹ An individual Personal Education Plan (PEP) is created for all children who are in care. This plan ensures that access to services and adequate support are available for the pupil whilst ensuring that stability is maintained and disruption to their schooling is kept to a minimum. Additionally, the plan acts as a record of progress and achievement for pupil with Special Educational Needs and establishes clear goals and development needs.

- The prioritisation of potential budget developments, where 1 = most important and 5 = least important was as follows:

Ref	Item	Indicative Amount	Rank
A	Additional Inflation	£230,000	1
B	Full cost to support pupils with statements of SEN	£TBD	2
C	Reactive building maintenance	£50,000	3
D	Building maintenance	£100,000	4
E	Pupil Integration Units	£185,000	5

- All 16 schools (100%) agreed that any new funding should be allocated to schools relative to their increase in costs.
- All 16 schools (100%) agreed that where there is no obvious factor to use in distributing new funds to schools, that they should be allocated 85% by reference to pupil numbers and 15% as a fixed lump sum to each school.
- 10 schools (63%) agreed that if savings are anticipated in the medium to long term from the development of more SEN units, then if any additional spend is required in the short term, this should be considered for funding.
- 10 schools (63%) agreed that to provide maximum flexibility in next years budget, the Forum should consider redistributing any increase in funding from the pupil premium to allow all schools to benefit.
- 15 schools (94%) agreed that schools should be funded for LAC through the BF Funding Formula through reference to the DfE LAC return SSDA903.
- 15 schools (94%) agreed that to maintain stability of funding, funding for the former specific grants, now included in delegated budgets, should be on the same cash amount as received in 2011-12 and 2010-11.
- 11 schools (69%) agreed that the LAC element of the Pupil Premium should be managed centrally by the LA in the Looked After Children's Education Team.

A number of comments were received from schools and these are also set out in Annex 3 after the numerical analysis of responses.

- Based on the majority of school replies agreeing with the proposals set out in the consultation, the Forum is recommended to agree that all of the proposals are implemented with the exception of:
 - Question 5, which proposed redistributing any increase in funding from the pupil premium to allow all schools to benefit from additional resources rather than just those with the highest levels of pupil eligibility to free school meals. The DfE has recently indicated that schools are likely to be held separately accountable for how they spend funding from the Pupil Premium and it is not therefore appropriate to consider any redistribution, and

- b) Question 8, the pooling of the LAC element of the Pupil Premium for central management by the LA. Whilst the majority of respondents supported this proposal, a number of specific comments from schools need to be followed up before a firm recommendation is made on this matter.

Financial outlook

- 5.17 Taking account of the change of government, the state of the economy and the headline financial information provided by the DfE for the current Spending Review period – which was issued in October 2010 and could therefore be subject to some change - a very tight financial settlement for 2012-13 is to be expected. Whilst the full picture is unlikely to emerge before the end of the year, it remains important that financial planning is taking place now in order for the Council and schools to be in the best position to finalise budgets when funding levels are confirmed.
- 5.18 The key announcements from last year's Spending Review were as follows:
- a) There will be annual real terms growth for 5-16 year olds of 0.1%;
 - b) That there is an assumed £1 billion of savings to be made by schools in back office functions and procurement;
 - c) That there will be a 60% reduction in capital spend;
 - d) That funding for the Pupil Premium, to be targeted at disadvantaged pupils, will reach £2.5 billion by 2014-15.
- 5.19 The 0.1% real terms increase in funding each year is after adding the £2.5 billion pupil premium which is targeted towards pupils from disadvantaged backgrounds, mainly through eligibility to a free school meal. This means a large amount of money, equivalent to approximately 10% of the total funding delegated to schools in 2010-11, will be allocated to areas of high deprivation.
- 5.20 Taking account of the information currently available to the Council, the following funding assumptions are being used in the initial preparations of next year's budget:
- a) There will be annual real terms growth of 0.1% in national funding for statutory aged pupils (as announced in the Spending Review 2010 and detailed above)
 - b) Funding allocated through the Pupil Premium to double, which when taken into account with the assumed £1bn savings in back office functions and procurement, will absorb the 0.1% real terms growth.
 - c) Per pupil funding from the DfE through the Dedicated Schools Grant will therefore remain at the same amount as that received in 2011-12 i.e. a cash standstill for the second consecutive year, meaning no increase has been made to reflect rising inflation.
 - d) The Minimum Funding Guarantee to remain unchanged at a maximum decrease in per pupil funding of 1.5%. This means the maximum reduction in per pupil funding that a school can receive next year compared to now is 1.5%.

Preliminary position in Bracknell Forest

- 5.21 Within this context, there have already been a number of significant cost pressures identified which are set out in Annex 4. An increase in funding of 4.2% is required to cover all identified items. Table 1 below summarises the current position.

Table 1: Summary net pressures on 2012-13 Schools Budget – at November 2011

Item	Net Pressure	
	£m	%
Current DSG budget	74.524	
Pressure on items delegated to schools	2.648	
Pressure on items managed by LA	0.445	
Total net pressure	3.093	4.2%

- 5.22 There are three potential positives on the areas of school funding managed by the Council and Schools Forum:

1. Firstly, a carry forward surplus can be managed from the 2011-12 Schools Budget which is currently forecast to under spend by £1.3m. A separate paper on this agenda proposes that £0.9m of this is invested in 2011-12 with £0.4m carried forward into 2012-13. £0.4m is the maximum level of spending that is recommended be funded from balances as once the funding is spent it resources available in the next year by the same value. As the current budget includes funding of £0.23m from the 2010-11 under spend, using £0.4m next year increases available income by £0.17m.
2. Secondly, the base budget assumed a level of Dedicated Schools Grant at £0.476m below the actual receipt. Allowing £0.086m as the maximum estimated top-slice to fund Ranelagh for centrally managed services through the Local Authority Central Services Equivalent Grant (LACSEG) leaves £0.39m of on-going unallocated income.
3. A net financial gain accrues to the Schools Budget at times of increasing pupil numbers, with the converse applying when pupil numbers fall. This is because DSG per pupil funding amounts to £4,861 and the average per pupil allocation to schools through the Funding Formula is around £2,950 resulting in surplus income of approximately £1,900 per new pupil compared to the baseline from the previous year. Initial calculations from the October schools census – which would provide a good guide for likely numbers on roll at January 2012 – shows an increase in pupil numbers of 141, equivalent to additional income of £0.689m.

- 5.23 Taking account of the income assumptions set out above, around £1.249m could be available to fund new pressures, which have been provisionally estimated at £3.093m in Table 1 above. This indicates a provisional funding gap of £1.844m, which is a similar position to that faced at the same stage last year at the initial review of the 2011-12 budget position.

Options available to manage next year's budget pressures

- 5.24 Current information indicates that for a second year running, difficult decisions will need to be taken in setting the budget, as it is anticipated that insufficient funds will be available to meet all unavoidable budget pressures. As a result, it is possible that a number of schools will receive real terms reductions in per pupil funding. It is therefore appropriate to consider options on how the budget could be set if a poor settlement is received. Final budget decisions will need to be made in the new year, but it is important for the Forum to be aware of the actions that may need to be taken.

- Cash limit some budget allocations to 2011-12 amounts. This will relate to areas such as FSM allocations, support for looked after children, ethnic minority pupils. The current budget would be divided by the new, anticipated increased numbers resulting in schools receiving less funds per relevant pupil than in the current year.
- "Top slice" current per pupil funding values (Age Weighted Pupil Units – AWPU) by an agreed amount. This money would then be directed to only those schools facing new unavoidable budget pressures.
- Do not fund some or all of the desirable budget developments.
- Phase in funding for some items, for example, the cost of full time admission of 4 year olds could be introduced over a number of years.

- 5.25 A range of options have therefore been identified that may need to be considered when the financial settlement is known. Other factors will also need to be taken into account, such as the MFG, which reduce the financial impact from some of the available options. There will also need to be careful consideration of the impact on any statutory requirements, such as education provision for pupils with special educational needs, where the growth pressure may need to be fully funded.

Indicative school budgets for 2012-13

- 5.26 Now that an initial calculation has been made for the 2012-13 budget, it is proposed that this is used to assist schools with their financial planning through the production of indicative budgets which are ordinarily sent to schools before the end of the autumn term. These are a guide to potential income, and not a guarantee. Work is progressing on completing more detailed calculations against each of the pressures set out in Annex 4, and the Schools Forum is requested to agree that the Director of Children, Young People and Learning issues indicative budgets based on the budget proposals set out in this report, up to the level of estimated resources. Final pressures to be funded in school budgets will be subject to decisions of the Schools Forum in the new year and may therefore be different to those included in the indicative budgets.

Update on Job Evaluation Project

- 5.27 The Forum has asked to be kept up to date on the Council's Job Evaluation Project. This is still under review with all jobs within the Council, including school support staff roles, having been ranked under the revised job evaluation scheme. This has then led to financial modelling to assess the affordability and fairness of the scheme. This will then be taken forward for further discussion with the trade unions.
- 5.28 It is important to note that throughout this project there has been extremely positive engagement with the support staff trade unions. This includes their involvement with the project board. The current stage of the project is to discuss the financial models with the trade unions and consider options for the introduction of the scheme. These discussions are still at a preliminary stage and, as with the rest of this project, are being undertaken in a constructive manner. There is no current date set for when these new arrangements may be introduced. The Forum will be advised once a proposed date for implementation has been identified.
- 5.29 Once implementation is confirmed a complete set of template job profiles will be available for all school based support staff roles. These will be available for schools to adopt. The HR Team will then work with headteachers to identify which of the job profiles match the actual roles being undertaken at the school. These will then be sent to the staff concerned who will be given the opportunity to agree to the match or, where appropriate, challenge the decision made. This will be done via an appeals process. This will provide schools with an opportunity to review their support staff structures.

Next steps

- 5.30 The financial implications arising from the October school census and other data used for budget setting purposes will continue to be reviewed so that the most up to date cost data is available for the Forum to consider in February. It is also anticipated that sufficient information will have been received from the DfE regarding likely income for next year to provide an accurate overall budget assessment.
- 5.31 In light of this updated information, the Forum will be asked to agree that the initial budget proposals being made in February reflect the key areas and wishes of schools, which will then allow final budget calculations to be completed before the actual budget setting meeting of the Forum in March where final decisions will need to be taken.
- 5.32 As set out above, at this stage it seems unlikely that sufficient funds will exist to meet all unavoidable costs, and consequently schools may face a real terms reduction in funding.

6 ADVICE RECEIVED FROM STATUTORY AND OTHER OFFICERS

Borough Solicitor

- 6.1 The relevant legal provisions have been considered within the main body of the report.

Borough Treasurer

- 6.2 The financial implications arising from this report are set out in the supporting information.

Equalities Impact Assessment

- 6.3 There are no specific impacts arising from this report. The need for equalities impact assessments will be kept under consideration as the budget process develops.

Strategic Risk Management Issues

- 6.4 There are no specific strategic risk management issues arising from this report.

7 CONSULTATION

Principal Groups Consulted

- 7.1 Not applicable.

Method of Consultation

- 7.2 Not applicable.

Representations Received

- 7.3 Not applicable.

Background Papers

Budget reports to the Schools Forum and Executive Member

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Budget Strategy Proposed for 2012-13

Taking account of the need to minimise the number of changes to budgets within a Spending Review Period, and to have regard to government spending priorities, the following strategy is agreed in setting the Schools Budget:

1. To help schools with their financial planning, indicative budgets should be made available to schools before the end of autumn term. This requires outline agreement from the Schools Forum on all areas of the Schools Budget – both delegated and LA retained – for each remaining year of the Spending Review Cycle.
2. Aim for steady and consistent changes to delegated school budgets in each year, thereby removing the potential for significant fluctuations in funding.
3. Fund unavoidable school and LA managed pressures and developments as a first priority. This ordinarily covers meeting the Minimum Funding Guarantee, inflation, change in pupil numbers and other data used for funding purposes, such as pupil eligibility to a FSM, numbers and needs of SEN pupils, including those places outside of the Borough. It also applies to funding full year effect costs from a new development that started part way through the previous year. Any agreed funding changes relating to unavoidable pressures will be allocated to schools on the basis of where the pressure is expected to arise, and will not, therefore, be applicable to all schools.
4. All schools should receive a reasonable change in funding.
5. After taking account of these objectives, views of schools and the Schools Forum to be taken into account in agreeing the allocation of the remaining “headroom” to new budget developments.
6. Should any funds remain after meeting all identified budget pressures, they will be allocated 85% based on an equal amount per pupil, and 15% as an equal amount per school. This method of allocation also to be used if no obvious alternative method exists.
7. Should there be insufficient funds to meet all unavoidable budget pressures, then any over allocation will be removed through a reduction to the general inflation allocation that is applied equally to all schools, rather than by reducing funding on unavoidable pressure which will be targeted to where cost increases are expected to arise.

Note, the following objective to target resources to areas of high deprivation has been removed as this objective is now met by the Pupil Premium, and is the only change proposed to the strategy agreed for 2011-12

Maintain current level of deprivation funding in schools at 90% of proportion included in Dedicated Schools Grant (DfE targeting LAs below 80%) through implementation of the key recommendations from the review of funding schools for deprivation which was to introduce new funding factors based on number of Looked After Children and those with English as an Additional Language. If after these changes, deprivation funding remains below the 90% target level, then the outstanding requirement would be met by allocating 75% of the balance based on low prior attainment and 25% on pupil eligibility to a free school meal.

Budget items classified as statutory / unavoidable

Ref	Item	Delegated to schools item	LA managed item
<u>Items previously agreed as unavoidable</u>			
1	Inflation	✓	✓
2	Change in number of statutory aged pupils	✓	X
3	Change in number of pre-statutory aged pupils	✓	X
4	Full time admissions for 4 year olds	✓	X
5	New primary school for Jennetts Park	✓	X
6	Special School pupil numbers / needs	✓	✓
7	Mainstream school SEN statements	✓	X
8	Non-pupil data changes	✓	X
9	Employer contribution to national insurance	✓	✓
10	Employer contribution to pension schemes	✓	✓
11	Maternity leave cover	X	✓
<u>New items to be added</u>			
12	Redundancy costs	X	✓
13	Alternative education provisions	X	✓

Responses to the second financial consultation

FINANCIAL CONSULTATION- NOVEMBER 2011					
QUESTION	TOTALS				%
	PRIMARY	SECONDARY	SPECIAL	OVERALL	
Number of responses	10	5	1	16	
Maximum number of responses	31	6	1	38	
Response rate	32.26%	83.33%	100.00%	42.11%	
1 Budget pressure prioritisation (1 = most important 5 = least important)					
A Additional Inflation	1	1	1	1	
B Pupil Integration Units in Secondary Schools	5	5	5	5	
C Building Maintenance	4	3	4	4	
D Planned Maintenance	3	4	2	3	
E Pupils with Statements of Special Educational Needs	2	2	3	2	
2 In allocating any new funding for budget developments to schools, do you agree that where possible, resources should be distributed to schools through the methodology that most closely matches to the costs each school is likely to incur (point 3 from the budget strategy at Annex 2)?					
Yes	10	5	1	16	100%
No	0	0	0	0	0%
3 Where there is no obvious factor to use in distributing new funds to schools, do you agree that they should be allocated 85% by reference to pupil numbers and 15% as a fixed lump sum to each school (point 7 from the budget strategy at Annex 2)?					
Yes	10	5	1	16	100%
No	0	0	0	0	0%
4 Do you agree that if it can be demonstrated that in the medium to long term, there will be significant improvements to the education and wellbeing of relevant children and overall cost savings through the development of more SEN Resource Units in the borough, that new funding should be considered to meet any short term increase in costs as the new Units are developed?					
Yes	5	5	0	10	63%
No	5	0	0	5	31%
No response / undecided	0	0	1	1	6%

FINANCIAL CONSULTATION – NOVEMBER 2011

QUESTION	TOTALS			OVERALL	%
	PRIMARY	SECONDARY	SPECIAL		
<p>5 Do you agree that to provide maximum flexibility on prioritising any additional funding available in 2012-13, and to allow for as large a number of schools as possible to receive a financial gain, that the Schools Forum should consider redistributing the additional funding to be received through the Pupil Premium (point 5 from the budget strategy at Annex 2)?</p> <p>Yes</p> <p>No</p> <p>No response / undecided</p>	<p>5</p> <p>5</p> <p>0</p>	<p>4</p> <p>1</p> <p>0</p>	<p>1</p> <p>0</p> <p>0</p>	<p>10</p> <p>6</p> <p>0</p>	<p>63%</p> <p>38%</p> <p>0%</p>
<p>6 Do you agree that from April 2012, the Bracknell Forest Funding Formula for Schools should allocate resources to schools with Looked After Children who are the responsibility of the Council, based on head count data available from the DfE Children Looked After Data Return (SSDA903)?</p> <p>Yes</p> <p>No</p> <p>No response / undecided</p>	<p>9</p> <p>1</p> <p>0</p>	<p>5</p> <p>0</p> <p>0</p>	<p>1</p> <p>0</p> <p>0</p>	<p>15</p> <p>1</p> <p>0</p>	<p>94%</p> <p>6%</p> <p>0%</p>
<p>7 In order to maintain stability of funding for schools, do you agree that the basis of allocating funding to schools from the former specific grants - the Standards Fund, School Standards Grant etc as detailed in Annex 3 - should remain unchanged from the cash amount allocated in 2011-12?</p> <p>Yes</p> <p>No</p> <p>No response / undecided</p>	<p>9</p> <p>0</p> <p>1</p>	<p>5</p> <p>0</p> <p>0</p>	<p>1</p> <p>0</p> <p>0</p>	<p>15</p> <p>0</p> <p>1</p>	<p>94%</p> <p>0%</p> <p>6%</p>
<p>8 Do you agree that a voluntary agreement should be created whereby all maintained schools return the element of the Pupil Premium allocated for Looked After Children who are the responsibility of the Council to be centrally managed in the Looked After Children's Education Service for the most effective delivery of support as determined in Personal Education Plans?</p> <p>Yes</p> <p>No</p> <p>No response / undecided</p>	<p>6</p> <p>4</p> <p>0</p>	<p>4</p> <p>1</p> <p>0</p>	<p>1</p> <p>0</p> <p>0</p>	<p>11</p> <p>5</p> <p>0</p>	<p>69%</p> <p>31%</p> <p>0%</p>

School	Comment
<u>Development of SEN Units as a high priority development</u>	
Birch Hill Primary	We'd need to know a lot more about the proposals before being able to consider this.
Kennel Lane	Yes and No ! We have serious reservations about the development of primary and secondary autism units. Previous experience with this type of resource in Bracknell Forest indicates that they bring with them a range of unintended consequences and unfortunately are unable to satisfy the demand for places that exists. Our preferred strategy would be a further enhancement of the ASSC Service. We do however recognise the benefits of developing a secondary speech and language resource for those pupils who require progression from Meadow Vale School for the reasons outlined in the consultation document.
Ascot Heath Infants	We are greatly concerned on the short term impact on budgets as we are a school with cross border pupils and are not sure that there would be a benefit in long term for us
<u>Financial outlook</u>	
Meadow Vale Primary School	But this strategy must <u>not</u> be detrimental to those schools which have high levels of deprivation. If this was the case then we would say No.
Sandy Lane Primary School	The children that are due the pupil premium funding should be allocated the money and not be spread around the Borough. The schools in areas of low deprivation should be given additional funding.
Wooden Hill Primary School	We strongly object to this question. It has been clearly highlighted by the government on a number of occasions about the allocation of the pupil premium to those pupils identified via FSM, services children or LAC children. Therefore this funding should be allocated to these pupils and for those schools to decide how best to use this funding to support the individual needs of these children. We are certain that it won't be long before there are requirements to report on how the allocations of the pupil premium have been spent on these specific children. (and in fact this exact question was raised at our last finance committee meeting (14/11/11) – whereby a governor did ask how we are using the pupil premium funding to support these pupils)
Birch Hill Primary	Our difficulties with this proposal are: The pupils for whom this money is intended might be losing their entitlement. Schools would be held accountable by Govt/Ofsted for expenditure over which they had lost responsibility.
St Michaels Easthampstead	Although, this would mean that schools with low fsm numbers in more affluent areas would miss out. Also if we do have to justify to parents how the pupil premium has been spent, this may cut down on flexibility of how the additional funding is spent

School	Comment
<u>Funding Formula</u>	
Sandy Lane Primary School	If the LA is going to 'spread' the pupil premium money between all schools then they should do the same with the Looked After Children's budget. As I said above the money should go to whom it is meant for i.e. deprivation or LAC!
Wooden Hill Primary School	What mechanisms are there to ensure that the allocated resources for all LAC children are allocated accordingly? If the data on LAC children is to be collated through the SSDA903 return then presumably this will provide much more accurate data on where LAC children are placed. What will happen to the funding that Bracknell will receive for the LAC children that are not educated in BF schools? Does this mean that the non BF school that has a BF LAC child will not receive any additional resources to support this child?
St Michaels Easthampstead	Qn 7 on maintaining cash protected funding allocations to schools for the former specific grant, answer is a maybe..... There were some schools with large standards grants because of involvement with specific funded projects – which funded supply time etc. These requirements are no longer there, & other schools who were not part of the original projects eg every child a reader/writer etc will still be funding supply etc to catch up , but without funding.
<u>Pooling LAC pupil premium into LACES Team</u>	
Owlsmoor Primary	The schools are still being expected to undertake the Personal Education Plans and should therefore retain the funding. We would consider the LA being given a percentage if they are to assist with the Personal Education Plans.
Wooden Hill Primary School	As with the pupil premium we believe that individual schools should have the scope to decide on how best to allocate this funding for specific pupils. It is the schools who will know in great detail what levels of support and additional need would benefit each of the LAC children to improve their educational outcomes. What would happen to the LAC funding for pupils who are the responsibility of Bracknell Forest and not in a BF school? Would they also be expected to return the pupil premium funding? This could also raise anomalies within schools where there are LAC children from different local authorities with different methods of distributing LAC & pupil premium funding. (To date we have not received any funding for two LAC pupils who are the responsibility of Reading Borough Council)
Birch Hill Primary	The pupils for whom this money is intended might be losing their entitlement. Schools would be held accountable by Govt/Ofsted for expenditure over which they had lost responsibility . However, we feel that we need a lot more information about this proposal before being able to make an informed decision.
St Michaels Easthampstead	Although if the LAC is a free school meal child - this would mean that the school would miss out – as cost of providing FSM could be £390 per child per year (if the child has a school dinner each day), as we no longer get the separate funding for the provision of free school meals
The Pines Primary	LAC funding should be directly allocated to schools.
Garth Hill College	Based on the information we have to date, we have answered no to this question however upon further clarification we may change our views. We would like to receive further details on how it is intended that this fund would be spent and what level of access we would have to the funding.

School	Comment
<u>Other comments</u>	
Meadow Vale primary School	Keep Smiling
Ascot Heath Infants	Funding for 4 year olds – Full funding needs to be received for these children

Areas of budget pressure, saving or development for the 2012-13 School Budget – PROVISIONAL estimates

Item	Delegated To schools £'000	Managed by The Council £'000	Total £'000
<p><u>Statutory / unavoidable</u></p> <p>1. Inflation Most items have traditionally been increased at level of Minimum Funding Guarantee (MFG), the rate of which is set by the government and has previously been based on unavoidable national cost increases, less 1% for school efficiency gains. Exceptions have been applied, where previously agreed, for inescapable costs such as rates and insurance. Due to the public sector spending reductions, including the public sector pay freeze, the current budget assumption is that the national funding settlement will not include a provision for inflation. However, there will be an inflationary pressure on schools on non-pay items, and this is included at 2.5% on the 25% of school costs not linked to pay.</p>	250	120	370
<p>2 Mainstream School pupil numbers (statutory aged) Information is being checked from the October census to provide a provisional figure for 2012-13 which at this stage indicates an extra 277 pupils in schools.</p>	706	0	706
<p>3. Pre-statutory aged pupils (maintained and private, voluntary and independent sector providers) Change in number of placements of 3 and 4 year olds in maintained schools and private and voluntary sector settings. Information is being checked from the October census with a provisional figure for 2012-13 indicating a pressure.</p>	90	0	90

Item	Delegated To schools £'000	Managed by The Council £'000	Total £'000
<p><u>Statutory / unavoidable (continued)</u></p> <p>4 Full time admissions for 4 year olds With effect from September 2011, schools were required to offer full time admissions for 4 year olds from the September following their fourth birthday, where this is requested by parents, rather than the previous provision for admission from the September following the fifth birthday. Due to the cash freeze in national per pupil funding in 2011-12, it was only possible to fund one third of the extra cost and an unfunded pressure remains. Prior to this statutory change, with the exception of one school, all were operating some form of admissions at September and were funding the impact from their overall budget. The £0.460m pressure would fully fund the remaining two thirds estimated cost.</p>	460	0	460
<p>5 New Primary School for Jennetts Park The new primary school for Jennetts Park opened in September 2011 and is planned to expand from a 1 form of entry to a 2 form of entry at September 2012. During the rapid expansion in pupil numbers, funding will need to be allocated outside the normal Funding Formula as there will be significantly fewer pupils on roll at January 2012, the normal point to determine a school's budget, compared to the start of the 2012-13 academic year which will determine the majority of costs.</p>	200	0	200
<p>6 Special School pupil numbers / needs There is a statutory requirement to meet the needs of pupils set out in statements of special educational needs, with the most complex cases needing support from special schools which can either be maintained by BFC, other LAs or private, voluntary or independent sector providers. There are expected to be cost increases both at KLS and non-maintained schools.</p>	142	50	192
<p>7 Mainstream School SEN statements There is a statutory requirement to meet the needs of pupil set out in statements of special educational needs, with the majority of children having their needs met in BFC schools. During the last 3 years, the average increase in cost of support has totalled £0.045m.</p>	45	0	45

Item	Delegated To schools £'000	Managed by The Council £'000	Total £'000
<p><u>Statutory / unavoidable (continued)</u></p> <p>8 Non-pupil data changes Besides pupil numbers changes, there are other data changes that can impact on funds allocated to schools. The main cost increase in 2011-12 related to a rise in the number of pupils eligible to a free school meal, and due to the prevailing economic conditions, this trend is expected to continue, although the October census indicates a reduction in the number of eligible pupils. Other data changes that impact on budgets include the number of newly qualified teachers, significant school redevelopments, attainment data, pupil mobility and rating revaluations.</p>	250	0	250
<p>9. Employer contribution to pension schemes The employer contribution to pension schemes is contractually committed and subject to change. An increase is expected to contribute to the Local Government pension scheme deficit.</p>	40	10	50
<p>10 Maternity leave cover Schools are reimbursed for the net cost of classroom staff on maternity leave. This is in accordance with statutory employment conditions, with cost determined by the incidence of maternity leave cases, which has increased in the current year.</p>	0	25	25
<p>11 Alternative education provision In the 2010 schools White Paper, <i>The Importance of Teaching</i>, there was a commitment from the government to ensure that all pupils in alternative education provision should receive suitable full time education. The main impact on BF is that additional support will be required for pupils who are unable to attend school by reason of accident, illness or pregnancy or who are described as 'school-phobic'.</p>	0	60	60
<p>Sub total – statutory / unavoidable items</p>	2,183	265	2,448

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Item	Delegated To schools £'000	Managed by The Council £'000	Total £'000
<p><u>New budget developments</u></p> <p>12 Additional 0.5% inflation allowance This is intended to be top up funding to the MFG rate to ensure all schools benefit from any additional resources that may be available. The Schools Forum will need to take a view on funding for inflation when more information is available.</p>	230	30	260
<p>13 Creation of pupil integration units at all secondary schools Pupil Integration Units (also known as Learning Support Units) are funded at four secondary schools to reduce the number of permanent exclusions. This funding has been allocated to the schools facing the most challenging circumstances, and supports the Council's strategy for reducing fixed period and permanent exclusions, thereby aiding the reintegration of pupils. Requests have previously been made to consider extending the funding to all secondary schools.</p>	185	0	185
<p>14 Day to day building maintenance Pressure is being experienced relating to the cost of undertaking day-to-day reactive maintenance of schools buildings. Adequate maintenance of school buildings is important from a health and safety perspective.</p>	50	0	50
<p>15 Planned Maintenance The Planned Works Programme is ordinarily capital investment in maintained schools over £2,000 that can be foreseen and planned for, such as planned maintenance, disabled access, fire safety etc. These works are essential to ensure safe and continuous operation of school buildings. A summary of school condition works from the 2010 Asset Management Plan, which is in the process of being updated, identified £13.7m of condition works across all schools of which £4.2m is Priority 1 (Urgent). Combining funding from the Schools Budget with resources from the Council and government grants (if available), this will allow for better progress in tackling the backlog.</p>	0	100	100

Item	Delegated To schools £'000	Managed by The Council £'000	Total £'000
<u>New budget developments (continued)</u>			
16 Additional speech and language resources This funding would be used to provide for assessments, individual speech and language therapy, small group work and to train teaching and learning support assistants to implement speech and language techniques within their schools. A needs gap analysis undertaken with key stakeholders including schools, health services and parents earlier this year has identified the level of provision as just meeting our statutory requirements at the cost of early intervention and prevention. To enable an ongoing plan of work to be developed to ensure schools have the right skills to implement basic speech and language techniques benefiting the whole school, additional speech and language therapy is proposed.	0	50	50
Sub total – new developments	465	180	645
Grand total – all items for consultation with schools	2,648	445	3,093

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