

**Rotherham Borough Council**

**and**

**The Provider**

**Agreement for the provision of  
Early Education for 2, 3 and 4 year old children**

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**Legal and Democratic Services  
Rotherham Borough Council**

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**THIS AGREEMENT is made on 1<sup>st</sup> April 2022**

**BETWEEN**

**Rotherham Borough Council** of Council Offices, Riverside House, Main Street, Rotherham S60 1AE (the "Council") and

**The Provider**

Delivering childcare for the age range detailed on the front cover from childcare provision within the Rotherham Borough which has an active Ofsted Early Years registration.

The Provider will be required to acknowledge on the online portal that they agree with the terms and conditions within this document before any payment will be released.

each Party and together the Parties

**WHEREAS:**

1. The Entitlement for 2, 3 and 4 year olds is at the heart of the Government's vision for all children to have access to high quality early years education provision that helps them reach their full potential. The "Entitlement" offers 570 hours of free provision to parents on a low income for eligible two year olds from the term following their second birthday. The "Entitlement" also offers 570 hours of free provision to parents (regardless of income) from the term following a child's 3<sup>rd</sup> birthday up until they reach compulsory school age with an additional 570 hours Entitlement for eligible children of working parents.
2. The Local Authority hereby commissions the Provider to provide Services to the requisite Service Standards and the Provider agrees to provide the Services and charge The Local Authority up to the maximum Entitlement only, in consideration of the payment from Funding for provision of the Services on the Terms and Conditions as follows.

**IT IS AGREED AS FOLLOWS**

**1. Definitions**

Agreement	Means this Agreement including the Schedules attached:
Commencement Date	The date referred to at the head of this Agreement
DfE	Department for Education
EEF	Early Education Funding
Entitlement	570 hours of early years educational provision (2/3 year olds) to parents on low income and/or 570 hours of early years educational provision to parents (regardless of income) from the term following a child's third birthday until the time the child reaches compulsory school age plus an addition 570 hours of early education for children of eligible working parents.

Legislation	References to legislation will be to that legislation as amended from time to time, without express change in the early education agreement (See Schedule 10 for details of frameworks and legislation which underpin this agreement)
PVI	Private, Voluntary, Independent
Statutory Guidance	Early Education and Childcare Statutory Guidance for Local Authorities June 2018. Or any subsequent statutory guidance relating to the delivery and provision of the early years educational entitlement in force during the currency of this agreement.
Operational Guidance	Early Education and Childcare Operational Guidance as provided by the Department for Education.
Services	The appropriate early years educational provision to children aged from 2 to 4 inclusive as Services detailed in this agreement to be provided by the Provider
The Provider	The organisation delivering childcare in an Early Years Ofsted registered provision within the Rotherham Borough

## 2. Period of the Agreement

- 2.1 This Agreement shall commence on the Commencement Date and shall continue until 31<sup>st</sup> March 2023 unless otherwise terminated in accordance with the terms and conditions of the Agreement.

## 3. Key Local Authority Responsibilities

- 3.1 The Local Authority will fund Providers to deliver 2 year old early education places with an Ofsted or Childminder Agency judgement graded as '**good**' or '**outstanding**'; (or graded 'Satisfactory / Requires Improvement' only in geographical areas where there is not sufficient 'good or outstanding provision')

The Local Authority will fund Providers to deliver 3 and 4 year old early education places with an Ofsted or Childminder Agency judgement must be graded as '**satisfactory / requires improvement**', '**good**' or '**outstanding**'

The Local Authority will fund places for 2, 3 and 4 year old children at new Providers registered with Ofsted or a Childminder Agency until the Provider's first full Ofsted or Childminder Agency inspection judgement is published.

- 3.2 The Local Authority will pay the amount of Funding calculated from correctly completed Headcount and Adjustment submissions each term by the Provider in accordance with Schedule 2
- 3.3 The Local Authority will make payments at the rate provided in accordance with Schedule 2 in good time and in any event that there is no dispute between The Local Authority and the Provider, will pay in accordance with Schedule 2.
- 3.4 Local Authorities must secure a free entitlement place for every eligible child in their area.
- 3.5 The Local Authority should work in partnership with Providers to agree how to deliver free entitlement places.

- 3.6 The Local Authority will provide support and funding to early years and childcare Providers to meet the needs of children with special educational needs and/or disabilities (SEND). Providers must meet the requirements of the Special Educational Needs and Disability code of practice: 0 to 25 years 2015 and funding requirements detailed in Schedule 6.
- 3.7 The Local Authority must contribute to the safeguarding and promote the welfare of children and young people in their area.

#### **4. Key Provider Responsibilities**

- 4.1 The Provider and its directors warrant it is registered with Ofsted or an Agency and will remain registered with Ofsted or an Agency throughout the term of this Agreement.
- 4.2 Providers must inform Ofsted, their Childminder Agency and The Local Authority whenever there is a material change in their particulars. Where the Provider's details change substantially, effectively amounting to a new Provider, a new application to deliver early education must be made.
- 4.3 The Provider must comply with all relevant legislation and insurance requirements.
- 4.4 The Provider must comply with the conditions and requirements of any Statutory Guidance, Operational Guidance and all other relevant legislation relating to the delivery and provision of the early years educational entitlement in force from time to time during the currency of this agreement.
- 4.5 The Provider should deliver the free entitlements consistently to all parents, whether in receipt of 15 or 30 hours and regardless of whether they opt to pay for optional services or consumables. This means that the Provider should be clear and communicate to parents details about the days and times that they offer free places, along with their services and charges. Those children accessing the free entitlements should receive the same quality and access to provision.
- 4.6 The Provider must follow the EYFS and have clear safeguarding policies and procedures in place that link to the Local Authority's guidance for recognising, responding, reporting and recording suspected or actual abuse.
- 4.7 The Provider must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include a clear approach to identifying and responding to SEND. Providers should utilise the SEN inclusion fund and Disability Access Fund to deliver effective support, whilst making information available about their SEND offer to parents.

#### **5. Safeguarding**

- 5.1 The Local Authority has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. They have a number of statutory functions under the 1989, 2004 and 2016 Children Acts which make this clear, and the 'Working Together to Safeguard Children' 2018 guidance sets these out in detail.
- 5.2 The Provider must follow the EYFS and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A lead practitioner must take responsibility for safeguarding and all staff must have training to identify signs of abuse and neglect. The Provider must have regard to 'Working Together to Safeguard Children' 2018 guidance.

#### **6. Partnership Working**

- 6.1 Partnerships should be supported by local authorities on four levels between:

- i. Local authorities and Providers
  - ii. Providers working with other Providers, including childminders, schools and organisations
  - iii. Providers and parents
  - iv. Local authorities and parents
- 6.2. The Local Authority should promote partnership working between different types of Providers, including childminders, across all sectors and encourage more Providers to offer flexible provision, alongside other Providers.
- 6.3. The Provider should work in partnership with parents, carers and other Providers to improve provision and outcomes for children in their setting. An interactive toolkit (<https://www.familyandchildcaretrust.org/dfes-30-hour-mixed-model-partnership-toolkit>) has been developed to help Providers set up or join a partnership, maximise the benefits of working together and tackle the challenges joint working can bring.
- 6.4. The Provider should discuss and work closely with parents to agree how a child's overall care will work in practice when their free entitlement is split across different Providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.

## **7. Special Educational Needs and Disabilities**

- 7.1. The Local Authority must strategically plan support for children with special educational needs and/or disabilities (SEND) to meet the needs of all children in their local area as per the Special Educational Needs and Disability code of practice: 0 to 25 years (January 2015).
- 7.2. The Provider must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice 2015 and the Equality Act 2010.
- 7.3. The Local Authority must be clear and transparent about the support on offer in their area, through their Local Offer, so parents and Providers can access that support.
- 7.4. The Provider should be clear and transparent about the SEND support on offer at their setting and make information available about their offer to support parents to choose the right setting for their child with SEND.

## **8. Social Mobility and Disadvantage**

- 8.1. The Local Authority should promote equality and inclusion, particularly for disadvantaged families, looked after children and children in need by removing barriers of access to free places and working with parents to give each child support to fulfil their potential.
- 8.2. The Provider should ensure that they have identified the disadvantaged children in their setting as part of the process for checking Early Years Pupil Premium (EYPP) eligibility. They will also use EYPP and any locally available funding streams or support to improve outcomes for this group.

## **9. Quality**

- 9.1. The Early Years Foundation Stage (EYFS) statutory framework is mandatory for all schools that provide early years provision and Ofsted-registered early years providers in England. The EYFS sets the standards that all early years Providers must meet to ensure that children learn and develop well and are kept healthy and safe.
- 9.2. Ofsted and Childminder Agencies are the arbiters of quality for all free entitlements and Ofsted, Childminder Agencies and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report on the quality and standards of provision.

- 9.3 Local Authorities have a legal duty to provide information, advice and training on meeting the requirements of the EYFS, meeting the needs of children with SEND and on effective safeguarding and child protection for Providers who are rated less than 'Good' by Ofsted or newly registered Providers.
- 9.4 Provision must be offered in accordance with the national parameters on quality as set out in Section A3 of Early Education and Childcare Statutory Guidance for Local Authorities and the EYFS statutory framework.

## 10. Compliance

- 10.1 The Local Authority can carry out checks and/or audits on Providers to ensure compliance with the requirements of delivering the free entitlements.

## 11. Funding

- 11.1 The Local Authority will make monthly payments, see Schedule 2 for details of the payment processes in place between 1<sup>st</sup> April 2022 and 31<sup>st</sup> March 2023.
- 11.2 The Provider should accurately complete and submit headcount and other necessary data returns by the agreed date to support the Local Authority to make payment.
- 11.3 The Provider must confirm agreement to the terms and conditions before any payments shall be made.
- 11.4 No funding will be payable to the Provider in respect of any period in which that Provider is:
- Not registered with Council, Ofsted, a Childminder Agency; or
  - Removed from The Local Authority's register for failure to meet their contractual obligations.
  - Not contractually obligated to The Local Authority and to the Parents and Children by virtue of signing this Agreement
- 11.5 Any funding paid in respect of a period in which the Provider was unregistered as above must be paid back to The Local Authority
- 11.6 Group Providers must maintain a specific bank account for the institution. The account should be dual-signatory, unless a Provider is a sole trader or a limited company. Childminders must maintain a bank account in their sole name. The Local Authority can only pay funding into the identified Group Provider / Childminder account. Any change to the bank account details must be confirmed in writing.
- 11.7 The Provider **must** meet the deadlines set by The Local Authority with regard to the submission of claims as provided in Schedule 2. **Failure to do so will result in the Headcount payment being withheld until the Adjustment payment release.**
- 11.8 The Provider shall undertake to repay on demand any payment of the Early Education Funding if that payment was:
- 11.8.1 for a Service provision which did not meet The Local Authority conditions and requirements relating to Eligibility: or
- 11.8.2 made incorrectly due to an administrative error or, cannot be substantiated by accurate attendance, parental, child and financial records.

See Schedule 2 for details of the process to claim funding.

## **12. Early Years Pupil Premium**

- 12.1 Schedule 4 details the eligibility for early years pupil premium and the process to claim the funding.

## **13. Disability Access Fund**

- 13.1 Schedule 5 details the eligibility for Disability Access Fund and the process to claim the funding.

## **14. Inclusion Support Grant**

- 14.1 Schedule 6 details the eligibility for Inclusion Support Grant and the process to claim the funding.

## **15. Termination**

- 15.1 In the event of any breach of this Agreement by either party, the other party may serve a notice requiring the breach to be remedied within a reasonable period. If the breach has not been remedied by the end of the specified period, the party not in breach may terminate this Agreement with immediate effect by notice in writing.
- 15.2 In the event that the Provider receives an “Inadequate” Ofsted or equivalent Childminder Agency grading The Local Authority may in its sole discretion terminate this Agreement with immediate effect.
- 15.3 In the event that the Childminder Agency with which a childminder is registered receives an “Ineffective” Ofsted grading The Local Authority may in its sole discretion terminate this Agreement with immediate effect.
- 15.4 Local Authority cannot fund childminders registered with a Childminder Agency where the agency has indicated to the local authority that the childminder is not of appropriate quality unless it is necessary to do so to ensure sufficiency of accessible places or support parental choice. Local Authorities are required to also consider any information provided by a Childminder Agency about the childminder registered with them and the childminder’s premises.
- 15.5 In the event of a material irremediable breach of this Agreement by either Party the other Party may terminate this Agreement with immediate effect by notice in writing.
- 15.6 Where the Provider:
- 15.6.1 Becomes bankrupt, or makes a composition or arrangement with its creditors or has a proposal in respect of its company for voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986 and 2000.
- 15.6.2 Has an application made under the Insolvency Act 1986 and 2000 to the Courts for the appointment of an administrative receiver or
- 15.6.3 Has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed or
- 15.6.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed or
- 15.6.5 Has possession taken, by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge or



- 15.6.6 Is in circumstances which entail the court or a creditor to appoint, or have appointed, a receiver, a manager or administrative receiver or which entail the courts to make a winding-up order or
- 15.6.7 Suffers any change in its control or in its ultimate holding company if it is a subsidiary company
- 15.6.8 Or any of its employees or agents has committed any offence under the Prevention of Corruption Act 1889 – 1916 in relation to this Agreement or any other Agreement between the Provider and The Local Authority or
- 15.6.9 Or any of its employees or agents has given any undisclosed or illicit fee or reward to any elected member or officer of The Local Authority in order to gain unfair gain or advantage in relation to this Agreement or any other Agreement between the Provider and The Local Authority then in any such circumstances The Local Authority may, without prejudice to any accrued rights or remedies under the Agreement, terminate the Provider's appointment by notice in writing to have immediate effect.
- 15.7 If this Agreement is terminated by The Local Authority due to the Providers insolvency or default at any time before completion of the project, The Local Authority shall only be liable to reimburse eligible payments made by, or due to, the Provider before the date of termination.
- 15.8 The Local Authority may withhold or withdraw Early Education Funding and/or terminate this agreement, if the Provider ceases to meet any of the terms and conditions set out in this Agreement.

## **16. Termination of Early Education Agreement**

- 16.1 Suspension of registration by Ofsted or Childminder Agency or a breach of statutory requirements or safeguarding issues may result in the termination of the arrangement and withdrawal of funding.
- 16.2 If the Provider ceases to meet the requirements of this Agreement or the Statutory Guidance, a judgement will be made as to whether the infringement is sufficient to warrant a termination of the early education agreement.
- 16.3 A 'Review of Early Education Funding' Letter will be sent to the Provider that clearly states the reason for potential withdrawal of funding.
- 16.4 The Provider will be required to meet with the Early Years and Childcare Service to discuss whether improvements can be made within set timescales if applicable. Following this a final decision will be made and relayed to the Provider to either:
- Allow further time (if applicable)
  - Withdraw funding without further notice
- 16.5 Failure to attend the meeting will result in a breach of contract and funding will be withdrawn without further notice.
- 16.6 Following the withdrawal of funding all Providers will be required to re-apply subject to applicable eligibility criteria at the time of application.
- 16.7 If the Provider receives a 'Requires Improvement' Ofsted or Childminder Agency judgement the 'Providers of Concern' process will be followed. See Schedule 7.
- 16.8 If the Provider receives an 'Inadequate' Ofsted or Childminder Agency judgement a **"Review of Early Education Funding"** letter will be issued by The Local Authority and

they will be obliged to attend a 'Review of Early Education Funding Meeting'. The Notice of Intention to Withdraw Funding process will be followed. See Schedule 8.

16.9 The Provider must ensure that any parents whose children have started the early education place after the most recent headcount are:

- Informed of the early education agreement termination and the implications of this action
- Provide the contact details of The Local Authority's "Rotherham Families Information Service" in order that help may be provided to parents to find alternative provision for their children where the funding remains available

## **17. Upon Termination**

17.1 The Local Authority shall be under no obligation to make any further payment to the Provider and shall be entitled to retain in its hands any payments which may have fallen due to the Provider before termination until the Provider has paid in full to The Local Authority all sums due from the Provider to The Local Authority under this or any other Agreement. Any outstanding sums due to The Local Authority after the deduction will be recoverable from the Provider as a contract and/or tortious debt.

## **18. Appeals Process**

18.1 A Provider may be denied approval to offer the free entitlements or have their funding withdrawn as set out above. The Provider can appeal against that decision.

18.2 If the Provider has a grievance they shall seek resolution of that grievance by working with any member of Early Years and Childcare Service who has been nominated to deal with concerns to discuss grievances, complaints or problems and use all best endeavours try to resolve them.

18.3 If the Provider is unsatisfied that the complaint has been resolved then the Provider may have the complaint heard by the Early Education Funding Panel. The complaint will be considered within 28 days of them being notified of such a complaint. The panel will consider the complaint and must notify the Provider in writing of the outcome within 7 days.

18.4 If, after presenting a complaint to the Early Years and Childcare Services Early Education Funding Panel, the Provider still feels that their complaint has not been resolved, they may refer the unresolved issue to the Local Government Ombudsman where the complaint arises through alleged maladministration. It is a matter for the Ombudsman to decide whether he has the jurisdiction to hear the complaint.

## **19. The Right of Appeal**

19.1 The Provider must notify The Local Authority of its intention to appeal any decision, in writing, within 10 working days of the date of The Local Authority's notification letter of rejection or removal.

19.2 The Provider will be notified of the date of the appeal within 10 working days of receiving the Provider's appeal request. The Local Authority will invite the Provider to attend an appeal hearing and to submit any written evidence to support its appeal.

19.3 Evidence from both the Provider and The Local Authority must be circulated to all parties at least 10 working days before an appeal.

19.4 Notification of the decision of The Local Authority's appeals panel will be provided within 5 working days.

19.5 If the Provider remains dissatisfied with the decision of the appeals panel, it may make a complaint to the Local Government Ombudsman.

- 19.6 Any complaint to the Local Government Ombudsman can only be made after the full appeals procedure with The Local Authority has been exhausted. The Local Government Ombudsman can be contacted via their website at [www.lgo.org.uk](http://www.lgo.org.uk)

## **20. Complaints Process**

- 20.1 Where parents have a cause for complaint if they are not satisfied that their child has received their free entitlement in accordance with the legislation or as set out in this agreement and in Early Education and Childcare Statutory guidance for local authorities they should initially contact the Provider. Where parents are not able to resolve their concern directly with the Provider they should contact the Early Years and Childcare Service who will review the concern. Where the Local Authority has reasonable grounds to believe that the early education delivery requirements are not being met the Provider will be given an opportunity to take remedial action.
- 20.2 The Provider should ensure they have a complaints procedure in place that is published and accessible for parents who are not satisfied their child has received their free entitlement in the correct way, as set out in this agreement and in Early Education and Childcare Statutory guidance for local authorities.
- 20.3 If a parent or Provider is not satisfied with the way in which their complaint has been dealt with by the Local Authority or believes the Local Authority has acted unreasonably, they can make a complaint to the Local Authority Ombudsman. Such complaints will only be considered when the local complaints procedures have been exhausted.

## **21. Data Protection and Freedom of Information**

- 21.1 Where the Provider receives any personal data as defined by the Data Protection Act 2018 ("the Act") from The Local Authority, the Provider warrants that it fully complies with the provisions of the Act and only deals with the data to fulfil its obligations under this Agreement.
- 21.2 The Provider will indemnify The Local Authority for any breach of the Act as a result of a breach by the Provider, its employees or agents of these obligations which renders The Local Authority liable for any fines by a competent authority, costs, claims or expenses.
- 21.3 In fulfilment of its obligations under the Act the Provider must have such systems and controls in place to ensure:
- Full compliance with the Act:
  - Take such technical and organisational measures as are necessary to comply with the Act.
- 21.4 The Provider shall allow The Local Authority all reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the Act.
- 21.5 The Provider will use all reasonable endeavours to assist The Local Authority's compliance team to investigate and comply with requirements to provide information under the Freedom of Information Act inside statutory timescales and will ensure that The Local Authority's Early Years Privacy Notice (given in Schedule 9) is issued to Parents at the same time as issuing the Parent Declaration Form.

## **22. Assignment**

- 22.1 This Agreement may not be assigned or transferred in whole or in part.

## **23. Health and Safety**

- 23.1 The Provider shall comply with all applicable Health and Safety legislation.

## **24. Equal Opportunities and Discrimination**

- 24.1 The Provider shall at all times:  
Observe a policy of equal opportunities in employment and service provision and shall not unlawfully discriminate in relation to:
- 10.1.1 race
  - 10.1.2 disability
  - 10.1.3 gender
  - 10.1.4 marital status
  - 10.1.5 religion or belief
  - 10.1.6 sexual orientation
  - 10.1.7 age

## **25. Insurance and Indemnity**

- 25.1 The Provider warrant they have taken out and maintain Public Liability and Indemnity cover in the sum of at least £5 million pounds for any one event and if requested by The Local Authority will supply a copy of the relevant policy or of a Broker's letter confirming the current existence of such policy throughout the term of this Agreement.

## **26. Variation and Waiver**

- 26.1 The Local Authority has the right to unilaterally vary the agreement to reflect changes in legislation and departmental guidance. No Variation to or Waiver of any term of the Agreement shall be effective unless it is made in writing, refers specifically to the Agreement and is signed by authorised persons on behalf of The Local Authority and Provider respectively.

## **27. Force Majeure**

- 27.1 Neither Party shall be liable to the other or be deemed to be in material breach of the Agreement by reason of any delay or failure in performing any of its obligations under this Agreement if the delay or failure was beyond the Party's reasonable control.

## **28. Entire Agreement**

- 28.1 This Agreement, including the Schedules attached herein constitute the entire Agreement between The Local Authority and the Provider in connection with the Early Education delivery and neither has relied on any other representation or promise except as is expressly set out in this Agreement.

## **29. Severance**

- 29.1 Where a Court or Tribunal of competent jurisdiction finds a clause or wording to be unenforceable in law or fact in respect of this agreement, that clause or wording shall be set aside and deleted from this agreement and the rest or the contractual terms shall be taken to have full force in this agreement.

## **30. Notices**

- 30.1 Any notice or other communication required to be served under or in connection with this Agreement shall be in writing and shall be sent to the Provider.

## **31. Third Party Rights**

- 31.1 The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer on any third party any benefit or right to enforce any term of this Agreement.

## **32. Governing Law**

- 32.1 This Agreement shall be governed and construed in accordance with the law of England and Wales.

## SCHEDULE 1

### Delivery

#### Eligibility

Child's Date of Birth (Dates Inclusive)	Eligible 2 Year Olds (with FIS code)	All 3 Year Olds (15 hours and those eligible for 30 hours- HMRC code)
1 April – 31 August	From start of term following 1 <sup>st</sup> September after their 2 <sup>nd</sup> Birthday	From start of term following 1 <sup>st</sup> September after their 3 <sup>rd</sup> Birthday
1 Sept – 31 Dec	From start of term following 1 <sup>st</sup> January after their 2 <sup>nd</sup> Birthday	From start of term following 1 <sup>st</sup> January after their 3 <sup>rd</sup> Birthday
1 Jan – 31 March	From start of term following 1 <sup>st</sup> April after their 2 <sup>nd</sup> Birthday	From start of term following 1 <sup>st</sup> April after their 3 <sup>rd</sup> Birthday

- 1.1.1 The Provider should check original copies of documentation to confirm a child has reached the eligible age on initial registration for all free entitlements. Confirmation of Date of Birth should be recorded on the Parent Declaration Form. In line with General Data Protection Regulations [GDPR], it is not recommended that the Provider retains paper or digital copies of the original documentation.
- 1.2 The Provider should offer places to eligible two year olds on the understanding that the child remains eligible until they become eligible for the universal entitlement for three and four year olds.
- 1.3 All parents / carers must apply to The Local Authority via the Families Information Service for confirmation of 2 year old eligibility. All parents / carers whose eligibility has been confirmed by The Local Authority will be issued with an **Eligibility Letter**. All Providers must have sight of and should retain a copy of the 'Eligibility Letter' prior to offering a free Early Education place. If a free place is offered by a provider in error the parent cannot subsequently be charged for the place. Only eligibility letters provided by Rotherham Metropolitan Borough Council will be accepted.
- 1.4 It is the Provider's responsibility to check the Parents ID and that the date of birth of the child falls within the eligible date range. Eligibility for the place is checked via a national database on information regarding the parent – the FIS do not have sight of birth confirmation details for the child.
- 1.5 The Local Authority must ensure that a child has a free entitlement place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the free entitlements.
- 1.6 Alongside the 30 hours eligibility code, which is the child's unique 11-digit number, and original copies of documentation, a Provider must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from the Local Authority of the validity of the parent's 30 hours eligibility code. The Provider should use the parent declaration form at Schedule 3 which asks the parent for the necessary information and consents.
- 1.7 **Once a Provider has received written consent from the parent**, they should verify the 30 hours eligibility code with the Local Authority. The Parent Declaration form must be completed and signed by the parent prior to confirming the validity of 30 Hour eligibility codes via the Online Provider Portal.
- 1.8 The Local Authority will confirm the validity of 30 hours eligibility codes to allow Providers to offer 30 hours places for eligible three and four year olds. The Local Authority has provided a validity checking service to Providers via the Online Provider Portal to enable them to verify the 30 hours eligibility code swiftly and efficiently. The Eligibility Checking Service (ECS) allows all Local Authorities to make instant checks for code validity.

- 1.9 Thereafter, the Local Authority should complete audit checks to review the validity of eligibility codes for children who qualify for 30 hours free childcare at 6 fixed points in the year, both at half-term and at the end of term across the year (in line with the dates as listed at table A below). It is the Local Authority's responsibility to notify a Provider where a parent has fallen out of eligibility and inform them of the grace period end date. Providers are asked to support parents by making them aware when their code is due to expire even if the child is moving providers

<b>Date Parent receives ineligible decision on reconfirmation:</b>	<b>LA audit date:</b>	<b>Grace Period End date:</b>
1 Jan – 10 Feb	11 February	31 March
11 Feb – 31 March	1 April	31 August
1 April – 26 May	27 May	31 August
27 May – 31 August	1 September	31 December
1 September – 21 October	22 October	31 December
22 October – 31 December	1 January	31 March

### **30 Hour Childcare Entitlement: The Grace Period**

- 1.10 A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016, as determined by HMRC or a First Tier Tribunal in the case of an appeal.
- 1.11 Local Authorities will be able to access information about whether a child has ceased to meet the eligibility criteria and entered the grace period via the Eligibility Checking Service. The grace period end date will automatically be applied to eligibility codes.
- 1.12 The Local Authority should continue to fund a place for a child who enters the grace period as set out in the Early Education and Childcare Statutory guidance for local authorities 2018.
- 1.13 The Local Authority will notify Providers where a parent has fallen out of eligibility and inform them of the grace period end date.

### **Flexibility**

- 1.14 Provision must be offered within the national parameters on flexibility as set out in Section A2 of Early Education and Childcare Statutory guidance for local authorities.
- 1.15 The Provider should work with the Local Authority and share information about the times and periods at which they are able to offer free entitlements to support the Local Authority to secure sufficient stretched and flexible places to meet parental demand in the Local Authority. The Local Authority will publish this information to support parents to identify Providers who can meet their needs. The Provider should also make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting.

### **Splitting the Place Across Two Providers:**

- 1.16 The Provider agrees to ensure that parents are aware that if their child is claiming the free entitlement with more than one Provider, the total claim must not exceed the hours that their child is entitled to.
- 1.17 Where a child accesses the free entitlement across two Providers, including a PVI Provider and a maintained school, both Providers should adopt processes to communicate with each other and the parent to support continuity for the child.

- 1.18 The Provider agrees to work collaboratively with other Providers to ensure that children who attend more than one establishment benefit from the free entitlement offer and claim no more than their entitlement allows.
- 1.19 If two Providers offer early education to a child who attends more than their entitlement and submit claims in respect of that provision, the funding will be apportioned based on information provided on each parent declaration form. Providers will need to ensure parents have identified which Provider is to claim what number of funded hours. For those who do not identify the funded hours they will be split equally between both Providers.
- 1.20 If a child is eligible for the 30 hour entitlement and is splitting the entitlement over more than one Provider, the Parent Declaration form should be used to indicate which Provider is delivering the 'universal' entitlement and which Provider is delivering the 'additional 30 hour' entitlement.

## **Business Planning**

- 1.21 Providers are required to provide details and evidence to The Local Authority to demonstrate that they have the legal status to meet The Local Authority requirements as detailed below (this information is required before a contract can be entered into):

<b>Information Required</b>	<b>Type of Provider</b>
Contact Details	All Providers
Early Education Provider Information	All Providers
Constitution- signed and dated	Committee / Charity Providers
Names, addresses and committee role of all Committee members/trustees	Committee / Charity Providers

(See schedule 2 for data submission dates, payment dates, term dates):

- 1.22 The Local Authority should not charge Providers disproportionate penalties for providing late or incomplete information leading to additional administration in the processing of free entitlements. Any charges should be reasonable and proportionate to the inconvenience or costs incurred to the Local Authority as a result of the lateness and local authorities will ensure charges are clearly communicated to Providers.
- 1.23 If the Provider has any outstanding payments due to The Local Authority i.e. overpaid funding, underpaid postage or other debts relating to the provision of the service, The Local Authority may deduct these outstanding amounts from future Early Education Funding payments.
- 1.24 The Local Authority should not carry out audit regimes which are disproportionate or are unnecessarily burdensome to Providers.

## **Information / Audits:**

- 1.25 The Provider agrees to provide information to the Local Authority on availability and take-up of early education and childcare to inform the analysis of Childcare Sufficiency.
- 1.26 The Provider agrees to allow a duly authorised staff of RMBC or the National Audit Office to carry out Audit / legal compliance visits or to provide information to the Local Authority to enable Audits / legal compliance checks to be carried out on an annual basis. Failure to submit requested audit information will result in subsequent payments being withheld. RMBC reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Provider has used the free Early Education Funding and Inclusion Support Grant.

- 1.27 The Provider agrees to keep and make available to the Council financial accounts of the receipt and use of Early Education Funding together with any other relevant documentation for a minimum period of 7 years.
- 1.28 The Local Authority may remove the Provider from the Directory, withhold or withdraw Funding and/or terminate this Agreement, if they cease to meet any of the terms and conditions in this Agreement and/or withhold reasonable co-operation from The Local Authority in delivering its statutory responsibilities
- 1.29 The Provider should ensure they submit timely and accurate information, including, but not limited to, headcount data, census data, parental declarations and invoices, as per the financial guidelines of their Local Authority. Failure to do so may result in inaccurate, delayed or suspended funding.
- 1.30 The Provider should maintain accurate financial and non-financial records relating to free entitlement places **for a minimum period of 7 years** and should give the Local Authority access on reasonable notice to all financial and non-financial records relating to free entitlement places funded under the Provider agreement, subject to confidentiality restrictions.

## Charging

- 1.31 Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional services.
- 1.32 The Provider can charge for meals and snacks as part of a free entitlement place and they can also charge for consumables such as nappies or sun cream and for optional additional services such as trips and yoga. These charges must be voluntary for the parent. Where parents are unable or unwilling to pay for meals, consumables or additional services, Providers who choose to offer the free entitlements are responsible for setting their own policy on how to respond, with options including waiving or reducing the cost of meals and snacks or allowing parents to supply their own meals. Providers should be particularly mindful of additional charges on the most disadvantaged parents/carers.
- 1.33 The Provider should deliver the free entitlements consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.
- 1.34 The Local Authority should not intervene where parents choose to purchase additional hours of provision or additional services, providing that this does not affect the parent's ability to take up their child's free place. The Provider should be completely transparent about any additional charges.
- 1.35 The Provider should publish their admissions criteria and ensure parents understand which hours/sessions can be taken as free provision. Not all Providers will be able to offer fully flexible places, but Providers should work with parents to ensure that as far as possible the pattern of hours is convenient for parents' working hours.
- 1.36 The Provider can charge parents a refundable deposit to secure their child's free 3 / 4 year old place but should refund the deposit in full to parents within a reasonable time scale. Deposits cannot be charged to secure a free 2 year early education place.
- 1.37 The Provider cannot charge parents "top-up" fees (the difference between a Provider's usual fee and the funding they receive from the Local Authority to deliver free places) or require parents to pay a registration fee as a condition of taking up their child's free place.
- 1.38 The Provider should ensure their invoices and receipts are clear, transparent and itemised, allowing parents to see that they have received their free entitlement completely free of charge and understand fees paid for additional hours. The Provider will also ensure that



receipts contain their full details so that they can be identified as coming from a specific Provider.

## Funding

The Single Funding Formula for early education payments incorporates a basic hourly rate for 3 and 4 year olds plus a supplementary factor based on deprivation.

Your payment will be made up of:

Basic Hourly Base Rate + Deprivation Supplement x No. of hours participation.

<b>Base Rate per hour -</b>	<b>£4.29</b>
<b>Deprivation Supplement –</b>	<b>details provided in separate letter</b>
<b>Total Rate</b>	<b>details provided in separate letter</b>

A flat hourly rate of £5.57, with no supplementary factors will be paid for eligible 2 year olds. Only 2 year olds who have had their eligibility checked and approved by Rotherham Council and who produce a Rotherham Metropolitan Borough Council letter confirming eligibility will be funded.

An additional 60p per hour will be paid along with Adjustment payments each term for any children who are eligible for the Early Year Pupil Premium. You will be able to see which children are eligible for EYPP in the Portal after Headcount.

The early education funding will be released as detailed below:

Summer	Over 5 Monthly Payments – 18 <sup>th</sup> April, 18 <sup>th</sup> May, 18 <sup>th</sup> June, 18 <sup>th</sup> July and 18 <sup>th</sup> August at 20% per month.  Payment 1 will be an estimate, Payment 2 & 3 will be based on Headcount, Payment 4 & 5 will be based Adjustment
Autumn	Over 4 Monthly Payments – 18 <sup>th</sup> September, 18 <sup>th</sup> October, 18 <sup>th</sup> November and 18 <sup>th</sup> December at 25% per month  Payment 1 will be an estimate, Payment 2 & 3 will be based on Headcount, Payment 4 will be based Adjustment
Spring	Over 3 Monthly Payments – 18 <sup>th</sup> January, 18 <sup>th</sup> February, 22 <sup>nd</sup> March at approx. 33% per month  Payment 1 will be an estimate, Payment 2 will be based on Headcount, Payment 3 will be based Adjustment

**See Schedule 2 at Page 20 for the important Interim, Headcount and Adjustment dates**

### Interim Estimate Payments

The Local Authority will release the first payment each term based on an estimate submission. Your figure should represent the total number of hours you anticipate being on your Headcount claim and should be based on actual children you have on roll.

To request such a payment an estimate figure must be submitted via the Online Provider Portal by the dates detailed at Schedule 2 Page 20.

If you do not submit an Interim Estimate, Payments 1 and 2 will be combined and paid on the second month.

1.39 The Provider must submit a termly online Headcount return as detailed in the Provider Guide Notes for the online portal. **Children attending on Headcount date and not**

**included on Headcount submission cannot be added to the end of term Adjustment submission and will not receive any funding for the term. Children missed off Adjustment submission cannot be claimed for retrospectively.** Payments will be made based on the information provided on the headcount submission. Any changes subsequent to Headcount date (new starters / leavers) will be calculated based on the information on the Adjustment submission.

- 1.40 **Please note:** If children leave after Headcount date funding will be adjusted based on attendance and any overpayments re-claimed by invoicing following calculation of the Adjustment submissions.
- 1.41 **Please note:** Children starting their early education place after adjustment date will not receive any funding for that term. The first date they can be claimed for will be the start of the following term.
- 1.42 If a child gives notice **after** the adjustment date Providers can continue to claim for the child until the end of term. This will usually be covered by the maximum 4 weeks notice period but in the event that the time period until the end of term is longer we would continue to fund the child until the end of the term.
- 1.43 The Provider agrees to accurately complete the additional information required for the DfE annual Census through the online portal along with the January Headcount submission.
- 1.44 The Provider agrees to only claim Funding in respect of an Eligible child who is lawfully and correctly included on the claim form including all their required details.
- 1.45 The Provider may only claim for the hours each child has directly received a Service for in that term.
- 1.46 The Provider cannot claim for bank holidays and inset days. If the Provider closes for a bank holiday or inset day they must offer the hours at an alternative time during the term or reduce the amount of hours claimed for.
- 1.47 The Provider must not claim for settling in visits, prior to the child starting their early education take-up delivery model, detailed in the Parent Declaration form.
- 1.48 Where a place is claimed in error by the Provider and they do not receive early education funding, the parent cannot be charged for any care already provided.
- 1.49 The Provider agrees to use all best endeavours to ensure that no more than 15 hours (or 30 hours in the case of eligible working parents) are claimed in respect of any one child. If the Provider is notified by the parents, or otherwise discovers, that a child is claiming funding from another Provider, they must inform The Local Authority immediately.
- 1.50 The Provider agrees to offer a free early education place to a child where, incorrect information has been provided to the Local Authority in error for that child and funding is not available. A free place must also be offered where the Provider completely omits a child from their claim in error.
- 1.51 The Provider agrees to ensure that if a child starts after the term begins and they have not been receiving their entitlement at another setting (including school), their entitlement should be given on a pro rata basis. This should be done by reducing the termly entitlement by 15 hours for each week after the start of term for term time only children, and by the appropriate number of hours for each week after the start of term for children on the all year round model.
- 1.52 The Provider agrees to ensure that if a child increases or decreases the number of hours part-way through the term the claim is adjusted. For example, if a child was claiming for 10 hours for 4 weeks and then increased to 15 hours from the 5<sup>th</sup> week onwards, the date the

change was activated must be recorded on 'notes' section on the online portal. The same would apply if the number of hours has decreased.

- 1.53 Early education funding cannot be claimed by Childminders **providing childcare for their own child or a child they are related to**, even if they are claiming for other children.
- 1.54 Childminders cannot claim for days when they are unavailable to work i.e. Holidays and Sickness.
- 1.55 Where a child is due to move into an F2 place in school they should be offered a place from the start of the term in line with Schools Admissions Code 2014, there will be no Early Years funding payable if schools are transitioning children in. Where a child is due to move into an F1 place in school, schools can transition children in over 2 weeks maximum. If an earlier transition is required and school cannot meet the need, the child may take up a place with a private provider for the first 2 weeks of term. In such instances, funding will be allocated based on actual take up. Notice Period will not be paid as providers are aware that the child is moving to school.
- 1.56 Where a child is leaving the Provider mid-term, Funding will be paid up to the end of the Providers Official Notice Period (up to a maximum of 4 weeks and 15 hours (or 30 hours for eligible children) per week or end of term and 15 hours (or 30 hours for eligible children) per week whichever is shorter), after which funding will not be paid. Notice period will not be carried over to the next term. Where a child reserves a place but does not take it up, no funding will be paid. The maximum notice period a Provider can set for free early education places is four weeks. 2 weeks of continuous absence constitutes part of the 4 week notice period. Notice period does include half term weeks.
- 1.57 When a child is starting mid-term the **receiving** Provider must check if the child has attended another Provider previously and if so contact that Provider to ensure no double funding occurs.
- 1.58 If a child is leaving the setting mid-term the **leaving** Provider should, where the information is available, make the receiving Provider aware of the date that the parent will be able to claim (i.e. when their notice period has ended).
- 1.59 Both Providers should add details in the 'notes' box at child level on the online portal when submitting a Headcount or Adjustment claim.
- 1.60 If a child starts with the Provider during a Notice Period, funding will not be paid until the Notice Period at the previous Provider has ended.
- 1.61 If the Provider does not have an official notice period, Funding will only be paid up to the date the child leaves.
- 1.62 A maximum of 2 weeks Holiday/Illness for the child can be allowed in each term. After this 2 week period EEF would not be paid until the child resumed attendance.
- 1.63 If a child has sporadic attendance it is the Provider's responsibility to make contact with the parent to identify the reasons and support the parent to improve the child's attendance. The Provider should record evidence that this action has taken place. If more than 10 sessions are missed in any term, the Provider must review the agreed attendance with the parent and amend the parent declaration to reflect a delivery pattern that meets the parent's needs. Four weeks continuous unauthorised absence will be deemed as 4 weeks' notice and the place would no longer be funded.
- 1.64 If the Provider feels that the parent would benefit from additional support either to support the parent to increase engagement or to provide additional support if the child stops attending altogether, the Provider should consider completing an Early Help Assessment

which is Rotherham's common assessment tool for additional need that is below statutory thresholds. The provider should also consider engagement through the Early Help Service, which works with children and families to prevent issues from becoming entrenched and requiring a statutory intervention. The Early Help Service encompasses support to children aged 0-19 and has a range of intervention specific to children under 5 (i.e. Children's Centre activities)

- 1.65 In the event of Long Term Sickness, it is up to the Provider to aim to find out the likely length of the sickness and consider whether it may be possible to offer the places to another child. Children that are sick during headcount/adjustment week must be included on your funding returns.

### Parent Declaration Forms

- 1.66 A Parent Declaration Form must be completed by every parent who wishes to claim early education for their child at the point where they are registering the child with a Provider. A Parent Declaration Form (Schedule 3) is included in this contract for the Provider to use.
- 1.67 The purpose of the Parent Declaration form is to create a contract between the Provider and Parent whereby the early education offer is agreed on a termly basis. Each child only needs one Parent Declaration form to be completed through their early education take-up.
- 1.68 The form should be reviewed before the start of each term and the agreed delivery hours should be added to the form for the term and signed by the parent. The parent is to agree to the delivery model for the whole term. If the parent wishes to change the hours during the term and the Provider can accommodate this, then the form should be amended to reflect the revised hours and the Headcount / Adjustment forms also amended to reflect the change.
- 1.69 This document will be used to audit early education delivery and to resolve any issues of over-claiming of early education hours (e.g. if a child is accessing more than one setting and claiming more than the entitlement).
- 1.70 The number of hours claimed/accessed must match the number of hours entered on the parent declaration
- 1.71 **If a Parent Declaration Form is completed but the child does not start accessing early education with the Provider, funding should not be claimed as the funding is paid against actual attendance with the Provider.**
- 1.72 The forms should be updated and signed prior to the commencement of each term and when any changes of circumstances occur, e.g. increase/reduction in hours attended.
- 1.73 If a parent wants to change the delivery model through which their child receives their early education mid-term, they may only do so if the Provider can accommodate this, if that still complies with the Providers notice period, and the number of hours remains within the eligible entitlement.  
If a child wishes to change from the all year round model to term time only or vice versa, they can do this at the end of the term they are in. Providers can check the number of hours remaining in year with Early Years.
- 1.74 The information provided on the declaration will form part of the data required to claim 2, 3 and 4 Year Old Early Education Entitlement. Please ensure that the information provided is accurate.
- 1.75 The Provider should retain the Parent Declaration form. The Local Authority will request copies in the event of any double funding claims or as part of the audit process.
- 1.76 **Proof of Eligibility:** The parent/carer must show the birth certificate or other official documentation confirming the child's date of birth to the Provider to prove the child's eligibility. The Provider must sign the parent declaration to acknowledge this.

## SCHEDULE 2

### Early Education Processing and Payment Dates

Term	Headcount or Adjustment week	Portal Opens	Portal Closes	Percentage and Date of payment	Information
Summer Interim	Estimate	<b>7<sup>th</sup> March 2022</b>	<b>1<sup>st</sup> April 2022</b>	<b>20% By 18<sup>th</sup> April 2022</b>	Providers to submit estimated number of hours this term for 2 Yr. and 3&4 Yr.
Summer Headcount	w/c 25 <sup>th</sup> April 2022	<b>4<sup>th</sup> April 2022</b>	<b>2<sup>nd</sup> May 2022</b>	<b>20% By 18<sup>th</sup> May 2022</b> <b>20% by 18<sup>th</sup> June 2022</b>	Providers must record actual sessions attended by all children on census date.
Summer Adjustment	w/c 27 <sup>th</sup> June 2022	<b>20<sup>th</sup> June 2022</b>	<b>4<sup>th</sup> July 2022</b>	<b>20% By 18<sup>th</sup> July 2022</b>	Providers to advise any adjustments to the headcount claim.
Summer Stretch Adjustment – All Year Children only	w/c 1 <sup>st</sup> August 2022	<b>25<sup>th</sup> July 2022</b>	<b>5<sup>th</sup> August 2022</b>	<b>20% By 18<sup>th</sup> August 2022</b>	Providers to advise any adjustments to the headcount claim.
Autumn Interim	Estimate	<b>4<sup>th</sup> July 2022</b>	<b>2<sup>nd</sup> September 2022</b>	<b>25% By 18<sup>th</sup> September 2022</b>	Providers to submit estimated number of hours this term for 2 Yr. and 3&4 Yr.
Autumn Headcount	w/c 19 <sup>th</sup> September 2022	<b>5<sup>th</sup> September 2022</b>	<b>30<sup>th</sup> September 2022</b>	<b>25% By 18<sup>th</sup> October 2022</b> <b>25% by 18<sup>th</sup> November 2022</b>	Providers must record actual sessions attended by all children on census date.
Autumn Adjustment	w/c 21 <sup>st</sup> November 2022	<b>14<sup>th</sup> November 2022</b>	<b>28<sup>th</sup> November 2022</b>	<b>25% By 18<sup>th</sup> December 2022</b>	Providers must record any adjustments from the headcount.
Spring Interim	Estimate	<b>1<sup>st</sup> December 2022</b>	<b>3<sup>rd</sup> January 2023</b>	<b>33% By 18<sup>th</sup> January 2023</b>	Providers to submit estimated number of hours this term for 2 Yr. and 3&4 Yr.
Spring Headcount (AS CENSUS)	w/c 9 <sup>th</sup> January 2023	<b>9<sup>th</sup> January 2023</b>	<b>30<sup>th</sup> January 2023</b>	<b>33% By 18<sup>th</sup> February 2023</b>	Providers must record actual sessions attended by all children on census date.
Spring Adjustment	w/c 20 <sup>th</sup> February 2023	<b>13<sup>th</sup> February 2023</b>	<b>27<sup>th</sup> February 2023</b>	<b>33% By 22<sup>nd</sup> March 2023</b>	Providers must record any adjustments from the headcount.

Headcount and Adjustment Payments are aligned to actual value of claims submitted

## Early Education Term Dates and Guidance

Term	Proposed EE Term Weeks	Hours per Term (universal entitlement)	EE Term Dates	School Holiday Weeks and Proposed Non Funded Weeks	All Year Round Delivery - Maximum Number weeks available each term
Summer Term	13	195	4.4.22 to 8.4.22 then 25.4.22 to 27.5.22 and 6.6.22 to 25.7.22	Easter – 2 w/c 11.4.22 to 22.4.22 Half term w/c 30.5.22 Bank Holidays: 15.4.22 & 18.4.22 2.5.22 2.6.22 and 3.6.22 29.8.22	Up to 21 weeks 1.4.22 to 31.8.22 excluding Bank holidays
Autumn Term	14	210	5.9.22 to 21.10.22 and 31.10.22 to 16.12.22	Half term w/c 24.10.22 Non funded 1.9 & 2.9.22 (2 days) Bank Holidays: 26 & 27.12.22	Up to 17 weeks 1.9.22 to 31.12.22 excluding bank holidays
Spring Term	11	165	9.1.23 to 10.2.23 and 20.2.23 to 31.3.23	Half term w/c 13.2.23 Non funded 3.1.23 to 6.1.23 (4 days) Bank Holiday 2.1.23	12 weeks 4 days
<b>Totals</b>	<b>38</b>	<b>570</b>			<b>51 weeks</b>

**Term time only delivery:** The above dates are fixed for each term. If you wish to close for a different week within a term to the non-funded weeks shown please contact the Early Years and Childcare Service to discuss, otherwise all Providers will be required to deliver term time early education places on the dates shown.

Where school term dates are 39 weeks with 5 inset days you may decide to keep to school timetable but will still be funded as above.

**All year round delivery:** The term dates above apply though providers will be able to offer stretched places across the term and across the year. The maximum number of hours a child can access is 570 (1140 for a 30 Hour place) within a financial year. The Stretched All Year Round Section of the Parent Declarations must be completed. Parents must be made aware that if the child moves to a school place and they have accessed more than the term time equivalent that they will be required to repay. Providers should limit the hours delivered to term time equivalent where children are known to be moving to a school place within the year.

No more than 15 early education hours in any week can be provided (or 30 hours for the extended entitlement). If the offer provided does not give parents the opportunity to take up their full entitlement, they should be made aware of this when completing the Parent Declaration Form.

**Please note, any child who starts after Adjustment date will not receive any funding for that term.**

The following requirements apply to both Term Time and All Year Round delivery:

- No Early Education session can be longer than 10 hours
- A maximum of 15 Universal Early Education hours can be claimed in a week
- A maximum of 15 Hours Extended entitlement can be claimed in a week

**School Term Dates 2022-23 FOR INFORMATION ONLY:**

	<b>School Term Dates</b>	<b>Number of school weeks</b>	<b>School Holiday Dates</b>	<b>Bank Holiday Dates</b>
Summer 2022	Mon. 25 <sup>th</sup> April 2022 to Thurs. 21 <sup>st</sup> July 2022	11 weeks, 4 days	w/c 11.4.22 – 2 weeks w/c 30.5.22 – 1 week 22.7.22 to 31.8.22 – 5 weeks, 4 days	15.4.22 18.4.22 2.5.22 2.6.22 and 3.6.22 29.8.22
Autumn 2022	Wed. 1st September 2022 to 16th December 2022	14 weeks, 2 days	w/c 24.10.22	26.12.22 27.12.22
Spring 2023	Tues. 3rd January 2023 to Fri. 31 <sup>st</sup> March 2023	11 weeks, 4 days	w/c 13.2.23	2.1.23

**FOR INFORMATION TO SUPPORT FUTURE PLANNING:**

**Proposed Dates for Termly Early Education Delivery 2023/24**

<b>Term</b>	<b>Proposed EE Term Weeks</b>	<b>Hours per Term (universal entitlement)</b>	<b>Proposed EE Term Dates</b>	<b>School Holiday Weeks and Proposed Non Funded Weeks</b>	<b>All Year Round Delivery - Maximum Number weeks available each term</b>
Summer Term	<b>13</b>	195	17.4.23 to 24.7.23	Easter – 2 weeks commencing 3.4.23 to 14.4.23 Half term w/c 29.5.23 Bank Holiday 1.5.23	21 weeks and 4 days
Autumn Term	<b>15</b>	210	4.9.23 to 22.12.23	Non funded 1.9.23 Half term week commencing 23.10.23	17 weeks and 3 days
Spring Term	<b>10</b>	165	8.1.24 to 22.3.24	Half term week w/c 12.2.24 Bank Holiday 29.3.24	12 weeks 3 days
<b>Totals</b>	<b>38</b>	<b>570</b>			<b>52</b>

To deliver 38 weeks of early education in 2023/24

Providers can vary the week that they identify as non-funded within the agreed term as long as the correct number of weeks are delivered each term and that Early Years are notified.



**SCHEDULE 3      Rotherham Metropolitan Borough Council**  
**EARLY EDUCATION PARENT DECLARATION (April 2022 revision)**

This form should be completed for All Early Education Funded Children

<b>Name of Provider:</b>					<b>Date:</b>				
<b>1. Child Details</b>									
Legal Surname						Legal Forename (s)			
<i>Name by which the child is known (if different to above)</i>									
Address						Gender			
						Ethnicity			
Post code						Date of Birth			
Provider will need to see proof of child's date of birth (provider staff member to sign and date below)									
Checked Birth Certificate					Or Checked Passport				
<b>2. Parent Details</b>									
<b>Parent / Carer 1</b>					<b>Parent /Carer 2</b>				
Legal Family Name					Legal Family Name				
Legal Forename					Legal Forename				
Date of Birth					Date of Birth				
NI or NASS Number					NI or NASS Number				
30 H Code (if applicable)									
<b>3. Child's Eligibility – my child attends the following school /settings:</b>									
<b>Early Education Funded Hours</b> <b>Universal (U)= 15 hour entitlement (2, 3 &amp; 4 Yr. Olds)</b> <b>Extended (E) = additional 15 hour childcare entitlement (3 &amp; 4 Yr. Olds)</b>									
Name of Setting	Mon	Tues	Weds	Thurs	Fri	Total hours per week	Term Time / All Year Round Delivery		
<b>A</b>							Term Time  All Year Round  (Please circle)		
<b>B</b>									
<b>C</b>									
Is your child splitting their early education entitlement over more than one Provider?		<b>YES</b>				<b>NO</b>			
<b>Note for Provider: the above information should be used to make sure you are not offering more than the early education entitlement.</b>									

4. Further Grants – Disability Access Fund						
Is your child 3 or 4 and receiving <b>Disability Living Allowance (DLA)</b> ? If yes, please provide a copy of the award letter; this will be used to access a grant payment of £800 for the setting				YES		NO
If your child is splitting their entitlement over more than one Provider please indicate which setting you want to receive the annual DAF payment of £800 per year.						
5. Further Grants – Early Years Pupil Premium						
Additional Funding may be available through Early Years Pupil Premium (EYPP) paid to the early years provider for the provision of extra support for your child. EYPP is used to improve teaching and learning facilities and resources so as to impact positively on your child's progress and development. The questions below allow us to check all eligibility criteria for EYPP funding. The Early Years provider can advise you if your child meets the EYPP criteria.						
Has the child been adopted from care?					Yes	No
Is the child currently under care of a Local Authority other than Rotherham?					Yes	No
Has the child left care under a special guardianship or residency order?					Yes	No
6. Document Check List						
2 Yr. Eligibility Code / RMBC Letter (if applicable)						
7. Parent/Carer/Guardian Declaration - I confirm that:						
<ol style="list-style-type: none"> <li>1. The information I have provided is accurate and true and I authorise the named Provider to claim free early education funding, Early Years Pupil Premium or Disability Access Fund as detailed above on behalf of my child.</li> <li>2. I understand that I can take-up the early education entitlement free without the need to pay for additional services.</li> <li>3. I understand that I can only vary the agreed Early Education hours detailed within the term if the Provider can accommodate the change.</li> <li>4. I understand I must adhere to the Providers notice period when giving notice for my child to leave.</li> <li>5. If my child has previously taken their early education at another setting I have given the previous Provider appropriate notice.</li> <li>6. I understand that if my child accesses an All Year Round place and moves to school / term time place that any excess hours accessed will be reclaimed</li> <li>7. I understand that if I do not declare hours taken at another Provider I can be charged for hours taken above my child's free entitlement.</li> <li>8. I understand that information about my child's current interests and stage of development will be passed on to their next school/setting at the point of transition.</li> <li>9. I understand that my national insurance number and personal details will be shared with HMRC or DfE when claiming 30 Hour funding or Early Years Pupil Premium</li> </ol>						
Signature of Parent:				Date:		
Signature of Provider:				Date:		
In collecting your data for the purposes of checking your eligibility for the 2-year-old, or 3 & 4-year-old universal and extended entitlements, Early Years Pupil Premium (EYPP) or Disability Access Fund (DAF) and to ensure the availability of sufficient early childhood services Rotherham Metropolitan Borough Council is exercising the function of a government department. Rotherham Metropolitan Borough Council is authorised to collect this data pursuant of Sections 3, 5A and 13 of the Childcare Act 2006.						
I certify that there have been no changes to the details on this form:						

Term	Parent Signature	Date

## Additional Parent Notes

### Eligibility Criteria for the Free entitlements

Information on eligibility criteria for the free entitlements for 2, 3 and 4 year old children can be found online at [www.childcarechoices.gov.uk](http://www.childcarechoices.gov.uk)

Early Years Pupil Premium (EYPP) is an additional sum of money paid to childcare providers for 3 and 4 year olds of families in receipt of certain benefits.

Disability Access Fund (DAF) is an additional sum paid to childcare providers for 3 and 4 year olds in receipt of a child Disability Living Allowance. DAF is paid to the child's setting as a fixed annual sum of £800.

Parents can access further information online, through their childcare provider or by contacting Rotherham Families Information Service on 0800 073 0230

### Ethnicity Codes

Code	Description
WBRI	White-British
WIRI	White - Irish
WIRT	Traveller of Irish Heritage
WOTH	Any other white background
WROM	Gypsy / Roma
MWBC	White and Black Caribbean
MWBA	White and Black African
MWAS	White and Asian
MOTH	Any other mixed background
AIND	Indian
APKN	Pakistani
ABAN	Bangladeshi
AOTH	Any Other Asian Background
BCRB	Black Caribbean
BAFR	Black African
BOTH	Any other Black background
CHNE	Chinese
OOTH	Any other ethnic group
REFU	Refused
NOBT	Information not yet obtained

## SCHEDULE 4

### Early Years Pupil Premium

Eligible children will be entitled to an additional 60p per hour which equates to £342 annually for each child who takes up the full 570 hours of universal early education entitlement.

3 and 4 year olds will attract Early Years Pupil Premium (EYPP) funding if they meet at least 1 of the following criteria:

- Income Support
  - income-based Jobseeker's Allowance
  - income-related Employment and Support Allowance
  - support under part VI of the Immigration and Asylum Act 1999
  - the guaranteed element of State Pension Credit
  - Child Tax Credit (provided they're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190)
  - Working Tax Credit run-on, which is paid for 4 weeks after they stop qualifying for Working Tax Credit
  - Universal Credit
- they have been looked after for 1 day or more and are currently still in care\*
  - they have been adopted from care
  - they have left care under a special guardianship order or residence order

Applications for Early Years Pupil Premium (EYPP) must be made on the online portal (see details in the separate online portal guide).

**Details of EYPP eligible children will be shown on the Portal Summary as soon as the Headcount / Adjustment window is completed each term.**

Ofsted will take into account the use of the EYPP funding during inspections and will look for evidence that Providers understand and are planning to meet the needs of eligible children to ensure that the funding makes a difference to children's progress over time and are ready for school.

The Local Authority Virtual Schools team will be identifying any children in settings who meet the \*'been in Local Authority care for 1 day or more in England or Wales' criteria (this means the child is currently in care) and will be in contact with you to discuss requirements you will need to meet to receive EYPP for these children. If you have any questions about children currently in care in your setting and their EYPP payment you can contact the Virtual Schools team on 01709 334610 or [virtualschool@rotherham.gov.uk](mailto:virtualschool@rotherham.gov.uk)

For children who meet the other LAC criteria (i.e. they have been **adopted** or have **left care through a special guardianship or residency order or are under the care of another local authority**) the payment will be made in the same way as other EYPP eligible children in your setting. Please ensure you detail which LAC criteria the child meets in the 'Notes' field of the child record on the online headcount system. **Please note: In order to confirm the eligibility of these children we need to contact the Social Worker, please include either the carer's contact telephone number or the name and contact details of the Social Worker on the 'Notes' tab on the online headcount system. Without this information there may be a delay in processing the EYPP payment for the child.**

## SCHEDULE 5

### Disability Access Fund

The Disability Access Fund (DAF) is aimed to aid access to early years places by, for example, supporting Providers in making reasonable adjustments to their settings and/or helping with building capacity (be that for the child in question or for the benefit of children as a whole attending the setting);

3 and 4 year olds will be eligible for the DAF if they meet the following criteria:

- The child is in receipt of child Disability Living Allowance and;
- The child receives free early education.

The settings of three and four year olds eligible for the DAF will be entitled to receive a one-off payment of £800 per year. The DAF is not based on an hourly rate and is an additional entitlement.

Children do not have to take up the full 570 hours of early education they are entitled to in order to receive the DAF. Children in receipt of the DAF will be eligible where they take-up any period of free entitlement.

Early Years Providers are responsible for identifying eligible children.

The Parent Declaration Form template includes a box for parents to tick if their child is in receipt of Disability Living Allowance.

**Claiming Disability Access Funding:** Only one single award of DAF will be made per eligible child in a financial year at the fixed rate of £800. Please note:

- If the child is splitting their care across more than one setting, the parent should nominate the main setting who would receive the funding.
- If a child receiving DAF moves from one setting to another within a financial year, the new setting is not eligible to receive DAF funding for this child within the same financial year. DAF funding received by the original setting will not be recouped.
- Where children are still eligible for the DAF the following financial year, providers should receive a second payment one year later; that is, one year after they first received the DAF.

To claim the funding, a copy of the completed Parent Declaration Form along with a copy of the child's Disability Living Allowance award letter must be posted to the Early Years and Childcare Service. New DAF claims will be processed each term alongside Headcount and Adjustment claims and the lump sum awarded.

## SCHEDULE 6

### Inclusion Support Grant

The Early Years and Childcare Service (EYCS) provide additional funding to early years and childcare Providers to meet the needs of children from birth to their Foundation 1 year with Special Educational Needs and Disabilities (SEND) through Inclusion Support Grant (ISG) funding. The funding is intended to enhance staffing levels based on: 1 member of staff to 2 children with identified needs ratio.

This funding is allocated on a termly basis through a termly application process (see application form at page 31).

Funding is allocated as detailed in the table below to 'top up' the hourly rate paid for the additional member of staff to £9.50 per hour to enhance staffing.

### Inclusion Support Grant Funding Applications

Applications can be made for children who have a delay in two or more areas of development and have two outside agencies involved. An application form will be required for each child you wish to claim the funding for. The formula for funding allocation is based on the following:

Number of identified children with SEND	1-2	3-4	5-6
Maximum number of additional staffing which could be funded	1	2	3

### Inclusion Support Grant

The Inclusion Support Grant will fund a contribution to top up income to £9.50 per hour for the salary costs of the agreed number of staff minus the income generated hourly through fees or early education funding (excluding deprivation supplements). Please note you are responsible for staffing the initial minimum staffing before ISG can be claimed. Please see examples below:

Funding details	Hourly Rate received by setting	Contribution paid from Inclusion Grant
2 year old funded place	£5.57	£3.93
3 year old funded place	£4.29	£5.21
Fee paying (setting to specify amount)	Dependant on individual Early Years Setting hourly rate.	Dependant on information provided by Early Years Setting.

**Please note that it is the setting's responsibility to ensure that the correct hourly rate income per child is submitted on both application forms and evidence sheets in order to meet financial regulations and RMBC audit requirements.**

See below for application form.

## Submitting Inclusion Support Grant Funding Applications

Applications for funding must be submitted on a termly basis by the deadline dates detailed below:

Term	ISG Term Dates	Application Process Open	Deadline for Receipt of Applications	Deadline for Confirmation of Outcome
Term 1	1 April 2022 – 31 August 2022	1 February 2022	8 April 2022	Within 21 days of receipt of application
Term 2	1 September – 31 December 2022	1 July 2022	9 September 2022	Within 21 days of receipt of application
Term 3	1 January – 31 March 2023	1 November 2022	14 January 2023	Within 21 days of receipt of application
Term 1 2022/2023	1 April 2023- 31 August 2023 Subject to New Contract	1 February 2023	14 April 2023	Within 21 days of receipt of application

Application forms must be **fully** completed outlining the child's additional needs including details of two outside agencies involved and the support that will be provided for the child. It is important to remember that not all children with identified additional needs will require extra support within the setting.

Inclusion Support Grant funding can be claimed for early education and childcare hours.

Providers will be notified in writing of the outcome of applications each term.

## Submitting Evidence for Inclusion Support Grant Awards

1. Monthly evidence forms must be submitted by the 10<sup>th</sup> of the following month. Failure to do so will result in non-payment for the period the evidence relates to. The exception will be evidence for March 2023 must be submitted by the 13<sup>th</sup> March 2023. (This should include a forecast for the remaining weeks of term to 31<sup>st</sup> March).
2. It shall be at the discretion of RMBC to withhold any payments against applications for which any previous terms evidence requirements have not been adequately met.
3. Spend must be in accordance with approved application forms. Any expenditure not identified on the application form or satisfactory evidence not provided will be deemed ineligible. RMBC reserves the right to reclaim any funding paid against ineligible expenditure.
4. The information on the evidence sheets **must** demonstrate that staff numbers are above Ofsted ratios, and therefore enhancing your setting staff group.
5. Payments will only be made upon receipt of the required evidence and within set deadlines.
6. If circumstances remain the same for existing funded children; funding will continue in the following term, subject to ongoing submission of application (the funding award may vary based on the number of children in ratios).
7. Applications can be submitted outside the above deadline dates for new mid-term starters.

## Application for Early Years Inclusion Support Grant to support children with identified additional needs 2022-2023

*Eligibility criteria - children who have a delay in **two or more** areas of development and have **two outside agencies** involved. Please complete one form per child*

### Setting details:

Setting Name and Address

Name of room

Telephone number/Email Address

Contact person at setting

### Child's details:

Child's Name

Date of Birth

Age (include months)

Child's Address

Please briefly specify if the child has significant physical or medical needs and detail why the enhanced support will be needed.

Please give details of at least two outside agencies involved. Please also detail the level of involvement the child has with the agencies.

If not physical or medical (as above). Please specify why enhanced staffing will be needed and the impact this will have for the child.

What graduated response have you done before applying for ISG?



Please identify the **Prime Area of Need**: (Identified within the SEND Code of Practice 2015)

Communication and Interaction

☐

Cognition and Learning

☐

Social Emotional and Mental Health

☐

Sensory and/or physical needs

☐

Please briefly outline **two or more** areas of developmental delay and how this is impacting on the child's development

Please indicate using the grid to complete all of the areas:

Area	Aspect	Please state the child's age in months:.....		
		Is this child at their expected level of development?	Please indicate/highlight against each aspect if the child is: Below Expected or Significantly Below Expected	
<b>Communication and Language:</b>	Listening, Attention and Understanding	Yes/No	Below Expected	Significantly Below Expected
	Speaking	Yes/No	Below Expected	Significantly Below Expected
<b>Personal, Social and Emotional Development:</b>	Self-Regulation	Yes/No	Below Expected	Significantly Below Expected
	Managing Self	Yes/No	Below Expected	Significantly Below Expected
	Building Relationships	Yes/No	Below Expected	Significantly Below Expected
<b>Physical Development:</b>	Gross Motor Skills	Yes/No	Below Expected	Significantly Below Expected
	Fine Motor Skills	Yes/No	Below Expected	Significantly Below Expected

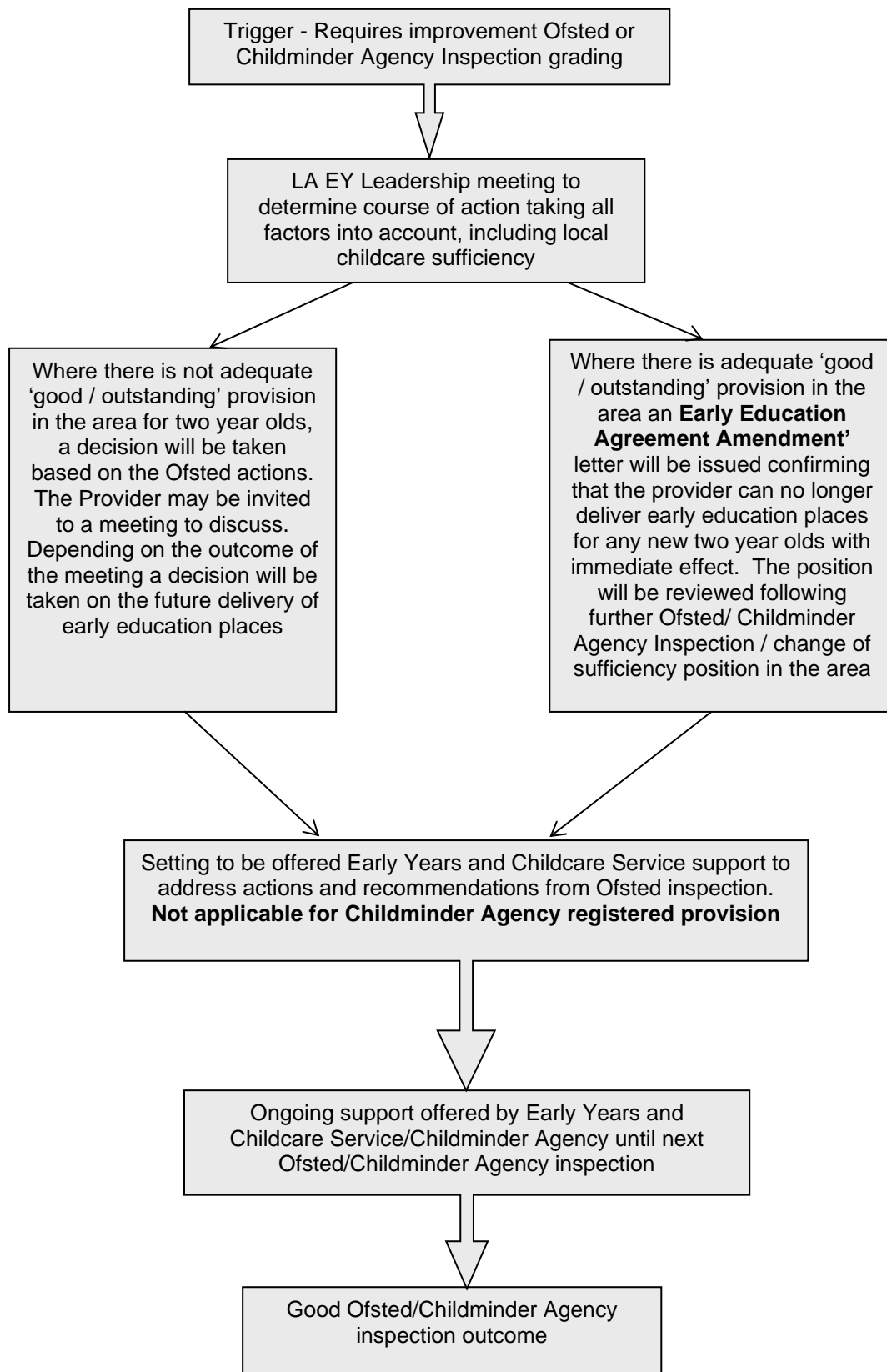
Please **tick** the term this application is for.

Term: 1	1 April 2022 – 31 August 2022			
Term: 2	1 September 2022 – 31 December 2022			
Term: 3	1 January 2023 - 31 March 2023			
<b>Funding details:</b>				
Please <b>tick</b> appropriate	2 Yr. EEF	3&4 Yr. EEF	Fee Paying	

Please identify the number of hours the child needs support for and the actual hourly rate received by the setting for the child:				
	Early Education		Fee Paying	
	Time (e.g. 9 to 12)	Hourly rate	Time (e.g. 9 to 12)	Hourly rate
Monday am				
Monday pm				
Tuesday am				
Tuesday pm				
Wednesday am				
Wednesday pm				
Thursday am				
Thursday pm				
Friday am				
Friday pm				
What date do you want the grant to start in this term?				
Term time? (Yes / No)			Full year? (Yes / No)	
Total number of children within the setting claiming / applying for Inclusion Support Grant:				
Does the child have a Disability Living Allowance (DLA) award?			(Yes / No)	
Will the setting be applying for Disability Access Fund (DAF)?			(Yes / No)	
Does this child have an EHCP (Education, Health and Care plan)?			(Yes / No)	
<b>SETTING DECLARATION</b>				
We the undersigned declare to the best of our knowledge that the information provided in this application is accurate and that the children identified have an up to date Early Years Support Plan that is reviewed regularly (every six weeks) and have evidence of outside agency involvement.				
Please sign below:				
Head Teacher/Manager/SENCO.....				
<b>Please note: Due to data protection requirements application forms cannot be sent or accepted electronically unless you have a secure email address</b>				
<b>Return application forms by post to:</b>		RMBC, Riverside House, Early Years and Childcare, ISG, Wing C, Floor 1, Main Street, Rotherham, S60 1AE		
<b>By email to:</b>		<a href="mailto:early.years@rotherham.gov.uk">early.years@rotherham.gov.uk</a>		
<b>FOR OFFICE USE ONLY:</b>				
Application Outcome	Approved		Declined	
Authorisation:				

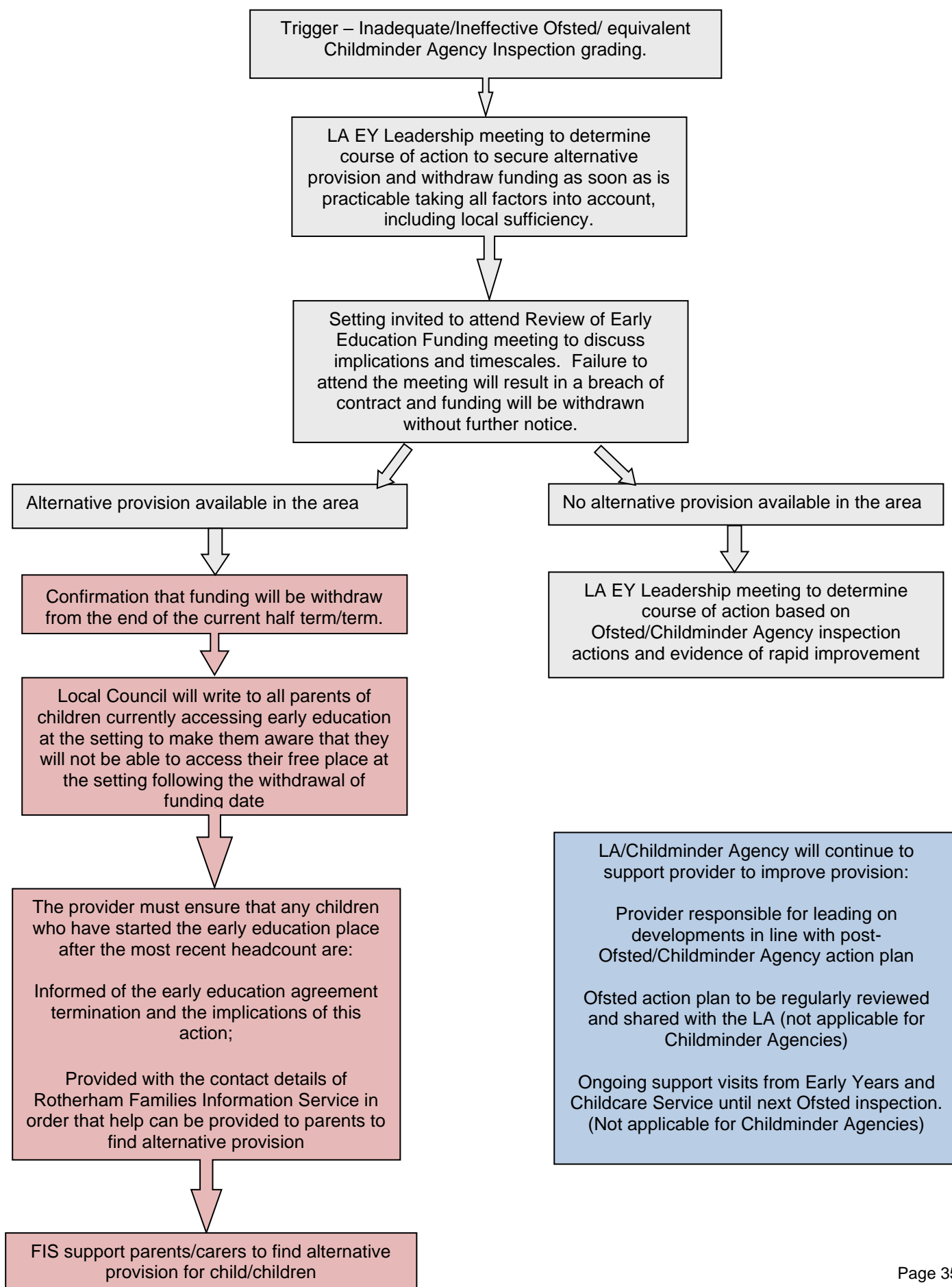
## SCHEDULE 7

### Provider of Concern Process – Requires Improvement Outcomes



## SCHEDULE 8

### Notice of Intention to Withdraw Funding– Inadequate Outcome



## **SCHEDULE 9**

### **Data Privacy**

The Data Protection legislation puts in place certain safeguards regarding the use of personal data by organisations, including the Department for Education (DfE), local authorities and schools. The legislation gives rights to those (known as data subjects) about whom data is held, such as pupils, their parents and teachers. This is known as the right to be informed and it includes:

- the right to know the types of data being held
- why it is being held, and
- to whom it may be communicated

Should you have any concerns relating to how your information or the information relating to your child/ren is being or will be used, please contact your provider or:

Information Governance Unit  
Riverside House  
Main Street  
Rotherham  
S60 1AE

Please note that information about whether a child is in receipt of Disability Living Allowance is, under the Act, Special Category Data which should be handled appropriately. Providers are asked to pay particular note to advice from Information Commissioner's Office on holding personal data including sensitive personal data available at:

[Guide to Data Protection | ICO](#)

### **Legal Duties under the Data Protection Act 2018: data security**

Providers and Local Authorities have a legal duty under the Act to ensure that personal data is processed securely. Processing is the collection, handling (use), storage, transmission and deletion of data. Further information is available from the Information Commissioners Office.

If personal data is not properly safeguarded it could damage your reputation and compromise the safety of individuals. Your responsibility as a data controller / processor extends to those who have access to your data beyond your organisation if working on your behalf.

It is vital that all staff with access to personal data understand the importance of protecting it; that they are familiar with your security policy; and that they put security procedures into practice. It is recommended that you provide appropriate initial and refresher training. Further information on handling data securely is available online.

See below an example privacy notice that should be shared with all new parents.

## Early Years Providers - PRIVACY NOTICE

### Data Protection Legislation (Data Protection Act 2018)

All organisations that collect process and share personal data (known as data controllers) are required to comply with the Data Protection Legislation. One of the requirements is to issue Privacy Notices so that individuals (data subjects) are fully informed of what happens to their personal data once it is collected.

**Your childcare / early education provider** is the Data Controller for the purposes of the Data Protection legislation. We collect your child's information from you and may receive information about your child from any previous Provider. We hold this personal data and use it to:

- Support teaching and your child's learning
- Monitor and report on your child's progress
- Provide appropriate pastoral care
- Assess how well the Provider is doing

Information collected includes contact details, national curriculum assessment results and personal characteristics such as ethnic group, special educational needs and any relevant medical information.

We are required by law to pass some of your child's information to the Local Council (LA) and the Department for Education (DfE) pursuant to Section 13 of the Childcare Act 2006.

***We will not give any information about your child to anyone outside the Provider without your consent unless the law and our rules allow us to.***

If you want to see a copy of the information we hold and share about your child then please contact The Manager in writing.

If you require details about how the LA and the DfE store and use your personal information, then please go to the RMBC website at:

[Freedom of Information and Data Protection – Rotherham Metropolitan Borough Council](#)

[Privacy Notice - Children's and Young People's Services – Rotherham Metropolitan Borough Council](#)

Information Governance Unit  
Riverside House  
Main Street  
Rotherham  
S60 1AE

## **SCHEDULE 10**

### **Frameworks and Legislation which underpin this Agreement**

- Early Education and Childcare, Statutory Guidance for Local Authorities 2018
- Childcare Act 2006
- Childcare Act 2016
- Equality Act 2010
- School Admissions Code 2021
- Statutory framework for the Early Years Foundation Stage 2021
- Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014
- The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016
- Special Educational Needs and Disability code of practice: 0 to 25 years 2015
- Data Protection Act 2018
- Working Together to Safeguard Children 2018