

Early Education Funding

Provider Guidance



www.milton-keynes.gov.uk/childcare

Your guide to delivering the Two, Three and Four
Year Old Free Early Education Funding

January 2016

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The aims of this guidance

1. provide simple, clear and transparent guidelines and rules;
2. ensure that the Two, Three and Four Year Old Early Education Funding within Milton Keynes meets the requirements set down by government;
3. detail the requirements to which providers must adhere;
4. describe Milton Keynes Council's responsibilities; and
5. describe how Milton Keynes Council will monitor providers to ensure that funding is used in an appropriate and legitimate manner

Definitions

In this guide the following words shall have the following meanings:

Eligible Children	The children who meet Milton Keynes Council's funding criteria as set out in A1
Funded Early Education	Is the provision by the Provider of early education to Eligible Children in accordance with the terms of this Agreement
Early Education Funding	Such funding payable by Milton Keynes Council to the Provider for the provision of early education in accordance with the terms of this guidance.
Provider	The person and the place registered on the local authority Directory of Providers where Eligible Children can access Funded Early Education
Block	A period of time related to three school terms but starting and ending on fixed dates. These fixed start dates are 1 st January, 1 April and 1 September. There are three Blocks a year and run consecutively
Funded Session	This is the provision by the Provider of Funded Early Education between specified times on a single day

Introduction

Welcome to the Milton Keynes Early Education Funding Provider Guidance. This document is your guide to the standards for offering early learning for eligible two, three and four year olds. Details of Providers offering this entitlement will be listed on the Milton Keynes Directory of Providers. This enables parents/carers to identify where their children can access Funded Early Education. Providers are responsible for ensuring information contained on this directory is accurate and up to date.

The Government is committed to enable children to access free early education to benefit their social, physical and mental development and help to prepare them for school. Underpinning this are government policies and statutory requirements. A comprehensive list of these documents is available in **Annex 1**.

Milton Keynes Council (MKC) has a duty to secure early education for all three and four year olds. This offer will focus on every child eligible accessing the entitlement if they meet the eligibility criteria in **A1**

All Eligible Children are entitled to a maximum of 15 hours of free early education per week, for a minimum of 38 weeks a year. This equates to a maximum total of 570 hours per financial year.

This agreement is effective from 1st January 2016 and replaces all previous guidance documents provided by the local authority.

A Overview

A1 Eligibility

Two year olds

A child is eligible if:

- They are looked after by the local authority
- They meet the criteria for Free School Meals
- They have a current statement of Special Educational Need or Education, Health and Care Plan
- They are entitled to Disability Living Allowance
- They are no longer looked after by the local authority as a result of an adoption order, a special guardianship or residence order, or child arrangement order
- The family receives Working Tax Credits **and** have an annual gross income of no more than £16,190 per year
- Child is living in England where the family has no recourse to public funds

Children are eligible to receive Free School Meals if their parents are in receipt of any of the following benefits:

- Income Support
- Income-based Job Seekers' Allowance
- Income-related Employment and Support Allowance
- National Asylum Seekers Support (NASS)
- The Guarantee element of State Pension Credit
- Child Tax Credit only, and have an annual gross income of no more than £16,190
- Working Tax Credit 'run on'

Free entitlement begins the Block after the child's second birthday:

A child born between:	Will be eligible for a free place from:
1 January and 31 March (inclusive)	Block 1 – 1 April following their second birthday
1 April and 31 August (inclusive)	Block 2 - 1 September following their second birthday
1 September and 31 December (inclusive)	Block 3 - 1 January following their second birthday

Eligible Children will remain eligible until the term after their third Birthday when they will transfer to the three and four year old funding that is currently available to all three and four year olds.

Children will remain eligible even if there is a change in household circumstances or looked after status, after they have been accepted onto the Two Year Old funding scheme.

Two year olds who become eligible after the beginning of the term following their second birthday must be found a place by the start of the next term.

Eligible Children moving into Milton Keynes from another area or country can access the Two Year Old Funding Scheme at any point during the Block.

Three and four year olds

Every three and four year old is eligible for free early education. Funding is available from the Block following their third birthday until the child reaches compulsory school age.

A child born between:	Will be eligible for a free place from:
1 January and 31 March (inclusive)	Block 1 – 1 April following their third birthday
1 April and 31 August (inclusive)	Block 2 - 1 September following their third birthday
1 September and 31 December (inclusive)	Block 3 - 1 January following their third birthday

Children will continue to be entitled to a free early education place until they enter school, unless formal deferred entry is agreed. If children have a deferred entry, they continue to be entitled to claim funding at a Provider until the end of the school term in which their fifth birthday falls.

When a child starts school they may be phased into the school gradually. If a child continues to attend another provider during this transition period, they can claim funding at both providers for a maximum of four weeks.

Childminders are not able to claim for their own children

A2 Flexibility

Children should be able to take up their full entitlement to early education at times that best support their learning and which fit with parental need. Providers can deliver their own model of flexibility using the following principles

Session description	Quantity
Minimum length	2.5 hours
Maximum length	10 hours
Maximum hours per week	15
Time of delivery	7.00am to 7.00pm
Minimum weeks per year	38
Maximum hours per year	570
Funding claims	Can be claimed in 15 minute increments

It would be preferable for providers to offer 5 hours per day over 3 days of the week (rather than 3 hours per day over 5 days of the week) wherever possible

To enable parents to take fewer free hours a week over more weeks of the year the provider may choose to deliver a 'stretched' offer.

It is possible for children to claim their funding from more than one provider. If considering more than two providers, parents should be encouraged to consider the impact on the continuity of care for the child when accessing the free entitlement at multiple providers.

There is no requirement for places to only be delivered for 38 weeks of the year or in line with maintained school term dates.

A child is able to access entitlement across two providers, however, **both** need to provide the same offer i.e. both term time only **or** both stretched.

B Quality

All children are able to take up their entitlement to Funded Early Education in a high quality setting. Evidence shows that higher quality provision has greater developmental benefits for children, particularly for the most disadvantaged children.

Local authorities are required by legislation to deliver the free entitlement through early years providers who deliver the full Early Years Foundation Stage (EYFS) and are either registered with Ofsted as early years providers, or are schools.

The decision to fund a provider to deliver early education places will solely be based on the provider's most recent Ofsted inspection judgement.

Providers delivering the Two Year Old Entitlement must be rated, 'Good' or 'Outstanding' by Ofsted or any childminder registered with a Childminder Agency judged 'Good' or 'Outstanding'. Only 'Satisfactory/Requires Improvement' providers will be funded where there is not sufficient, accessible 'Good' or 'Outstanding' provision. Providers with an Ofsted inspection of 'Met' will be funded until their Ofsted quality inspection judgement is published.

Providers delivering the three and four-year-old entitlement will be funded if they are Ofsted rated, 'Good' or 'Outstanding' or 'Satisfactory/Requires Improvement' or any childminder registered with a Childminder Agency judged 'Satisfactory/Requires Improvement', 'Good' or 'Outstanding'.

New providers registered with Ofsted will be funded until their first full Ofsted inspection is published.

Where a provider is rated 'Inadequate' by Ofsted the local authority will consider the decision to withdraw funding on a case by case basis. The decision will be the responsibility of the Head of Delivery for Setting and School Effectiveness and will be reviewed against the needs of the children attending the provision and the grounds for the Ofsted judgement. No new children will be admitted to the provision.

Before agreeing to fund a provider MKC will consider any information published by Ofsted about that provider or childminder agency including the recent history about childcare provision by a particular provider, or agency or childcare provision at a particular address. This could include, for example, a provider using the same location, employing at least one member of the Leadership Team, as one previously closed down or rated 'inadequate' by Ofsted.

Annex 2 Details the process to be instigated following a change to the quality rating of a provider after an Ofsted Inspection.

C Funding

In order to claim funding Providers will be expected to present information to the local authority. All information must be submitted to MKC by the dates set out below. Failure to do so will result in payments being withheld or delayed.

Information	Deadline for submission
Block Headcount	22 January 20 May 14 October
Block Projections	4 March 8 July 18 November
Annual Early Years Census	22 January

In addition Providers may be asked to update information from the Children and Families Information and from time to time requested to distribute information to parents as published by MKC.

From 1 September 2014 all correspondence relating to early education and childcare will be conducted via the Provider Portal. Providers will be expected to submit information by this means only.

C1 Funding per child

Providers will be funded through fair and transparent processes to support a diverse range of providers.

Funding is determined using the locally Early Years Single Funding Formula (EYSFF). For the financial year 2015/16 this is set as:

	Hourly funding rates for approved providers	
	Two year olds	Three and four year olds
Independent schools	£5.09	£3.48
Pre-schools and day nurseries		£3.88
Childminders		£3.53
Maintained nursery classes		£3.64
Maintained nursery schools		£4.50

C2 Funding guidelines

If a child attends more than one Provider, the funding will be split, based on the parent/carers contractual request. Where parents claim more than they are entitled to, the council will withhold a payment until the parent has decided where they wish to access the entitlement. If a decision cannot be reached by the parent, the local authority has the final decision. As all parents have to sign a contract, they must be liable for false claims. Providers will be liable for false claims and may lose out on funding if they have failed to obtain a signed contract.

If parents want to access only their free place, they should be able to do so, but they may not always be able to access at the times they want or at their choice of provider. Providers must not charge registration, deposit or administration fees to parents who are only accessing the funded entitlement. Parents should not be required to pay up-front and be refunded at a later date.

Parents can take up additional services outside of the Funded Sessions through private arrangements made with a Provider. If a parent chooses to purchase additional hours, the rates which providers charge for privately funded hours are a matter for them to decide, but parents must be provided with a bill. All arrangements for additional fees and billing procedures for additional services must be clear and transparent. The free entitlement should not be represented to parents as a monetary subsidy, but a free part-time place.

If a child claiming the free entitlement leaves/joins after headcount day, the provider must inform MKC immediately, using the Post Headcount form. Funding cannot be used to pay for arrears built up outside of the free entitlement.

An eligible child should claim funding from the local authority where the provider operates.

In order to claim funding a child must attend for a minimum of 63% of the agreed free entitlement hours for the term; exceptions to this will be at the local authority's discretion.

Where a child is attending an academy, maintained nursery or nursery class before and after lunch they may be eligible for free school meals. To qualify the parents must be in receipt of specified benefits. The school is required to provide a free school meal to Eligible Children wishing to take up the entitlement.

Where a child would qualify for Free School Meals in a maintained school but takes up their free entitlement at a PVI setting, the meal will not be funded by the local authority.

Providers must ensure that funding is spent during the Block for which it has been allocated and for the benefit of the funded children for that Block. However, in some circumstances it may be justified for the provider to use the funding outside of the allocated Block.

If a child is excluded from a provider for non-payment of fees, the child cannot be excluded for the flexible free entitlement hours. The only hours that can be stopped are the extra hours being charged for independently by the Provider.

Providers must ensure that the statutory two year progress check is undertaken to support the early identification of a child's need. Providers must meet the needs of disabled children or those who have a Special Educational Need.

Providers must ensure children are kept safe. If a professional working with children has concerns regarding the well-being of the child and their family a referral must be made to the Integrated Support and Social Care Referral Hub on 01908 253169 / 01908 253170 and any other relevant professionals.

C3 Payment process

Payments are made to providers in three funding Blocks. Initial payments will be based upon the estimated number of children and hours to be attended during that Block. The final Block payment is based upon actual attendance for the term. The final payment will reconcile any over or under estimations within the initial payments. Further payments may be made on submission of new claims through the Post Headcount form. The deadline for Post Headcount requests for payment is the last day of each block. This payment will be made monthly.

Block	Maximum funded hours		Maximum funded weeks	
	Term Time	Stretched	Term Time	Stretched
Block 1 1 April - 31 August	195	242	13	22
Block 2 1 September - 31 December	210	176	14	16
Block 3 1 January - 31 March	165	143	11	13

Calculating Initial Payments:

1. Parent completes and returns Parental Contract to Provider
2. Provider completes and submits projections during preceding Block
3. MKC makes monthly payments

Calculating the Final Block Payment:

1. Provider completes and submits Termly Headcount data
2. MKC will notify provider of the balancing amount.

C4 Data Protection

It is vital that those who collect and use personal data maintain the confidence of those who provide it; by ensuring full compliance with the requirements of the Data Protection Act 1998, this will be achieved.

Any Provider who decides how and why personal data (which could include copies of passports or birth certificates) is processed (data controllers), must comply with the rules of good information handling, known as the data protection principles, and the other requirements of the Data Protection Act. Processing occurs when any operation or set of operations is carried out on personal data.

Annex 4 Details some of the key data protection rules and principles that must be achieved. Failure to meet all the rules and principles outlined in the Act (<http://www.opsi.gov.uk/acts/acts1998/19980029.htm>) could lead to the information commissioner taking enforcement action. It could also lead to an individual seeking compensation through the courts.

C5 Monitoring and non-compliance

Providers will fill in the requisite forms correctly and return them by the date required. MKC reserves the right to carry out spot check audits to ensure compliance with the Early Education Funding Guidance to detect false claims. Providers must maintain all attendance and finance records for a period of six years.

When requested providers must have at the audit copies of:

- children's attendance registers for the identified funding Block
- Parental Contracts for the identified funding Block
- bank statements for the identified funding Block
- two to three samples of invoices/charges to parents, if applicable
- records of Income and Expenditure for the identified funding Block;
- Documentation to prove the current status of the setting eg. Registered Charity, Incorporated Company, Private Owner, Social Enterprise
- copy of current Business Plan
- copies of accounts
- proposed budget for the year; and
- any other evidence that can be reasonably requested.

Providers must maintain a specific, non-personal bank account, which is dual signatory unless a sole-trader.

If the funding received for the free entitlement exceeds the amount the provider would normally charge, the provider can keep the excess. However MKC will examine financial records to determine how the excess is spent. Providers must contact MKC upon receipt of any payment for ineligible children.

Any change of circumstance or organisation, including name, must be reported to MKC, as the provider may need to re-apply for inclusion in the Milton Keynes Directory of Providers, which may result in a change of funding arrangements.

Planning guidance

All providers should have appropriate planning permission in place where required. In the case of childminders, this may be applicable if you work with an assistant, another registered childminder or care for more than 6 different children within a 24 hour period. For guidance and clarification, you should contact the local planning department on 01908 252358 or planning.enquiries@milton-keynes.gov.uk

Environmental health

All providers must comply with environmental health legislation and should register to receive and a Safer Food Better Business Pack.

Contact 01908 254489 or 252201 or EHFST@milton-keynes.gov.uk

D: Continuity of education

Providers must support the local authority to ensure parents/carers apply for a school place on time. To ensure children have opportunity to access local high quality education provision.

E: British Values

MKC will investigate concerns about early years providers that do not actively promote fundamental British values, or which promote views or theories as fact which are contrary to established scientific or historical evidence and explanations.

Early education places cannot be secured at a provider who MKC has reasonable grounds to believe:

- Is not meeting the independent school standard in relation to the spiritual, moral, social and cultural development of pupils;
- Is not actively promoting fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs;
- Is promoting as fact views or theories which are contrary to established scientific or historical evidence and explanations.

Where MKC has reasonable grounds to believe that one or more of the criteria set out above applies, funding will be withdrawn.

F: Provider Agreement

The Provider Agreement has been drawn up to ensure MKC and Providers improve outcomes for children. If a Provider fails to adhere to any aspect of the Provider Agreement or fails to adhere to any other rules or procedures that it must abide by (for example Ofsted standards), then funding may be withdrawn. If MKC decide not to provide funding, a written explanation will be provided.

However, MKC seeks to work with providers to ensure that at all times they have the appropriate support and guidance needed to deliver on the necessary commitments, and to ensure that any likely breach is resolved as soon as possible.

Each Provider must acknowledge receipt of this Provider Agreement and adhere to the requirements. All Providers must sign and return the Provider Agreement, at **Annex 4**, by the 31st December 2015. The Provider Agreement will remain in force until 31 August 2016.

G: Complaints and Appeals Procedure

Advice on how to complain to the council is available on the website

<http://www.milton-keynes.gov.uk/comments-compliments-and-complaints/>

Alternatively you can contact 01908 691691.

Where there has been a decision not to provide funding or withdraw funding from a Provider a written explanation will be provided, the Provider has the right to appeal the decision. The Provider should do this by putting their reason for appeal in writing, addressing it to the Assistant Director, Children and Families; Education, Effectiveness and Participation. This should be done within seven days of receiving notification that funding is to be withdrawn.

The Assistant Director, Children and Families; Education, Effectiveness and Participation will consider the appeal against the information provided in conjunction with the Head of Delivery for Setting and School Effectiveness and the Head of Delivery for Setting and School Sufficiency and Access. This will be done within 10 working days.

The provider will be informed of the final decision.

A provider who is not satisfied with the MKC process and feels that maladministration has occurred, may make a complaint to the Local Authority Ombudsman on 0845 602 1983 or email www.lgo.org.uk after the full appeals process with Milton Keynes Council has been exhausted.

Annex 1: Legislative context

National legislation

The following statutory frameworks underpin this Provider Guidance:

- Early Education and Childcare Statutory guidance for Local Authorities, September 2014;
- Education Act 2011;
- Childcare Act 2006;
- Equality Act 2010;
- School admissions code 2012;
- EYFS Statutory Framework 2014;
- Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2012;
- Special Educational Needs (SEN) Code of Practice;
- The School Standards and Framework Act 1998;
- The Education (Nursery Education and Early Years Development) (England) Regulations 1999 and amendment 2002;
- Section 153 of the Education Act 2002;
- Section 89 Education Act 2002;
- Providers and MKC are bound by the laws on discrimination, including Section 149 of the Equality Act 2010; the Special Educational Needs and Disability Act 2001;
- Data Protection Act 1998; and
- Education Act 1996.

Annex 2: Changes to the quality rating of a provider

This process can be instigated following a provider's routine Ofsted Inspection or an Ofsted Re-inspection following a complaint.

1. Outstanding/Good to Satisfactory/Requires Improvement

1. The local authority will continue to fund places for three and four year old children attending any provider rated Satisfactory/Requires improvement.
2. If the provider is in receipt of two year old funding there will be a review of the sufficiency of alternative Good and Outstanding provision in the area.
3. Fund providers with an Ofsted inspection of 'met' until their Ofsted quality inspection judgement is published.

2. When an Ofsted Grading drops to Inadequate

Where a provider is rated 'Inadequate' by Ofsted the local authority will consider the decision to withdraw funding on a case by case basis. The decision will be the responsibility of the Head of Delivery for Setting and School Effectiveness and will be reviewed against the needs of the children attending the provision and the grounds for the Ofsted judgement. No new children will be admitted to the provision.

Annex 3: Key data protection rules and principles

The Data Protection Act 1998 regulates the processing of information relating to a living individual. This includes obtaining, holding, using or disclosing such information. It covers manual filing systems and records as well as computerised ones, card indexes and microfiche.

Data protection principles

1. Personal data shall be processed fairly and lawfully;
2. Personal data shall be obtained only for lawful purposes;
3. Personal data shall be adequate, relevant and not excessive
4. Personal data shall be accurate and kept up to date.
5. Personal data shall not be kept for longer than is necessary
6. Personal data shall be processed in accordance with the data subjects rights
7. Personal data shall be kept secure
8. Personal data shall not be transferred outside the EC unless adequate protection is available in that country in relation to personal data

Rights of the data subject

Under the Data Protection Act 1998, the individual has:

1. The right of access to his/her personal data upon payment of £10 fee;
2. The right to prevent processing likely to cause damage or distress;
3. The right to prevent use of personal data for direct marketing purposes;
4. The right to have decisions relating to him/her not to be made solely by automatic means;
5. The right to compensation if he/she suffers damage; and
6. Right of redress where data are inaccurate.

Processing personal data

'Processing' is broadly defined and takes place when any operation or set of operations is carried out on personal data. The Act requires that personal data be processed "fairly and lawfully".

Personal data will not be considered to be processed fairly unless certain conditions are met. A data subject must be told the identity of the data controller and why that information is or is to be processed.

Processing may only be carried out where one of the following conditions has been met:

- the individual has given his or her consent to the processing;
- the processing is necessary for the performance of a contract with the individual;
- the processing is required under a legal obligation;
- the processing is necessary to protect the vital interests of the individual;
- the processing is necessary to carry out public functions; and
- the processing is necessary in order to pursue the legitimate interests of the data controller or third parties (unless it could prejudice the interests of the individual).

Processing sensitive data

The Data Protection Act makes specific provision for sensitive personal data. Sensitive data include racial or ethnic origin; political opinions; religious or other beliefs; trade union membership; health; sex life; criminal proceedings or convictions.

Sensitive data can only be processed under strict conditions, which include:

- having the explicit consent of the individual;
- being required by law to process the data for employment purposes;
- needing to process the information in order to protect the vital interests of the data subject or another; and
- dealing with the administration of justice or legal proceedings.

Security

Data controllers must take security measures to safeguard personal data. The 1998 Act requires that data controllers must take appropriate technical or organisational measures to prevent the unauthorised or unlawful processing, or disclosure, of data. Where a controller uses the services of a data processor the security arrangements must be part of a written agreement between the two.

Criminal offences

Notification offences

These are committed where processing is being undertaken by a data controller who has not notified the Commissioner either of the processing being undertaken or of any changes that have been made to that processing. Failure to notify is a strict liability offence.

Procuring and selling offences

It is an offence to obtain, disclose, sell or advertise for sale, or bring about the disclosure of personal data, without the consent of the data controller. It is also an offence to access personal data or to disclose it without proper authorisation. This covers unauthorised access to and disclosure of personal data. There are some exceptions to this.

Enforced subject access offence

Unless one of the limited statutory exceptions applies, it is an offence for a person to ask another person to make a subject access request in order to obtain personal data about that person for specified purposes, such as a precondition to employment.

Other offences

It is an offence to fail to respond to an information notice or to breach an enforcement notice. Unauthorised disclosures by the Commissioner or her staff are forbidden and breach of those provisions is an offence

Disclosure

Staff should not disclose personal information unless they have specific instructions or procedures from their manager permitting the disclosure. This includes email, fax, letter, verbal or allowing an unauthorised person to view data on the VDU.

Annex 4: Early Education Provider Agreement

EARLY EDUCATION FUNDING

THIS AGREEMENT is made the _____ day of _____ 2015

BETWEEN:-

Milton Keynes Council of the Civic Offices, 1 Saxon Gate East, Milton Keynes, MK9 3EJ ("the Council")

and

Name of Provider: ("the Provider")	
Ofsted Number:	
Address:	

BACKGROUND

- (A) The purpose of this Agreement is to formalise the relationship between the Council and the Provider with regard to the provision of Two, Three and Four Year Old Early Education Funding for the delivery of free 'Early Education' to qualifying children in Milton Keynes.
- (B) In entering into this Agreement, the Provider is agreeing to comply with all the requirements of the Agreement.
- (C) The Council will view any failure to comply with the terms of this Agreement as a breach of the legal obligations required of the Provider, which may result in a requirement to repay part or the whole of the Early Education Funding or the Provider ceasing to be entitled to receive Two Year Old Early Education Funding, as detailed in this Agreement.
- (D) For the avoidance of doubt the Early Years Provider Guidance shall form part of this Agreement as if it had been repeated here in full.

OPERATIVE PROVISIONS IT IS AGREED AS FOLLOWS:-

1. Definitions

In this Agreement the following words shall have the following meanings:-

- 1.1 "Eligible Children" - the children who meet Milton Keynes Council's funding criteria as set out in A1.
- 1.2 "Funded Early Education" - the provision by the Provider of early education to Eligible Children in accordance with the terms of this Agreement.
- 1.3 "Early Education Funding" - such funding payable by the Council to the Provider for the provision of early education in accordance with the terms of this Agreement.
- 1.4 "Provider" – the person and the place registered on the Local Authority Directory of Providers where Eligible Children can access Funded Early Education..
- 1.5 "Block" – A period of time related to three school terms but starting and ending on fixed dates. These fixed start dates are 1 January, 1 April and 1 September. There are three blocks a year and run consecutively.
- 1.6 "Funded Session" – This is the provision by the Provider of Funded Early Education between specified times on a single day.
- 1.7 "Provider Agreement" - the Agreement for the Two Year Old Funding Scheme produced by Milton Keynes Council (and any subsequent versions of this document).
- 1.8 "Provider Guidance" – Milton Keynes Early Education Funding Provider Guidance to which this Agreement is attached

2. Obligations of the Council

- 2.1 The Council shall pay Two, Three and Four Year Old Early Education Funding to the Provider in accordance with the Provider Guidance, subject to the Provider providing the Funded Early Education in accordance with the terms of this Agreement.

3. Obligations of the Provider

- 3.1 The Provider shall provide the Funded Early Education for Two, Three and Four year olds in accordance with the Provider Guidance and any other reasonable additional requirements of the Council, notified in writing by the Council to the Provider.

- 3.2 The Provider shall conform in all respects with the provisions of the Provider Guidance and all relevant legislation including the provisions of any general or local Act of Parliament and the regulations and by-laws of any local or other statutory authority that may be applicable to the provision of early education or the employment of the Provider's staff.

- 3.3 Without prejudice to any requirements of this Agreement, the Provider must in particular ensure compliance with the following:

- 3.3.1 All Eligible Children are entitled to a maximum of 15 hours of free early education per week, for 38 weeks a year, if taken during normal term times; alternatively 11 hours may be taken over a 51 week period where a Provider is able to offer the free entitlement on this basis.

- 3.3.2 The Provider shall provide the Funded Early Education:

- a) to an outstanding or good quality; and
- b) in accordance with the curriculum guidance for the Early Years Foundation Stage, and
- c) to a standard acceptable to an Ofsted inspector.
- d) in accordance with the flexibility criteria outlined in section A2

- 3.3.3 The Provider will be required to submit to an audit of their provision of Funded Early Education, when required by the Council.

- 3.3.4 The Provider shall promote equality of opportunity and shall ensure that it complies with all statutory obligations as regards preventing discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion, gender reassignment or sexual orientation.

- 3.4 Failure by the Provider to comply with the terms of this Agreement and any other reasonable additional requirements notified in writing by the Council to the Provider may result in a requirement to repay the whole or any part of the Two Year Old Early Education Funding or may result in the Provider ceasing to be entitled to receive Two Year Old Early Education Funding.

4. Termination

- 4.1 The Council may terminate this Agreement for any reason on no less than four weeks written notice to the Provider.
- 4.2 Notwithstanding clause 4.1 of this Agreement the Council may terminate this Agreement immediately on written notice to the Provider if:-
- 4.3 The Provider commits a material breach of this Agreement which seriously affects the provision of Funded Early Education, or
- 4.4 A receiving order is made against the Provider or the Provider shall become bankrupt or insolvent or shall compound with or assign in favour of creditors (or being an incorporated company) shall resolve to wind up or be ordered to be wound up or shall carry on business under a receiver.
- 4.5 The Provider may terminate this Agreement for any reason on no less than six weeks written notice to the Council. Such notice shall clearly identify that it relates to this Agreement and shall be sent to the Setting and School Sufficiency and Access Team (Early Years) of the Council at 'Saxon Court Offices, 502 Avebury Boulevard, Central Milton Keynes, MK9 3HS' or to such other person or offices as the Council shall from time to time advise the Provider in writing.

5. General provisions

5.1 Insurance

For the duration of this Agreement, the Provider shall insure against all relevant risks and shall be required to provide written evidence that insurance cover is in place to the Council's required levels which are currently:

- (a) Employer's liability – at least £10,000,000
- (b) Public liability – at least £5,000,000

5.2 Variations

If the Council wishes to vary this Agreement to ensure better service or to harmonise the service with its changing procedures it shall serve a written notice on the Provider to set out the variation and the Provider will be deemed to accept the variation to this Agreement.

5.3 Waivers

No exercise or failure to exercise or delay in exercising any right, power or remedy vested in any party under or pursuant to this Agreement shall constitute a waiver by that party of that or any other right, power or remedy.

5.4 Contracts (Rights of Third Parties) Act 1999

The parties to this Agreement do not intend that any provision is to be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

5.5 Jurisdiction

This Agreement shall be subject to and governed by English Law.

Please complete and sign

I wish to deliver provision for (Please tick as appropriate):

Two, three and four year olds

Two year old provision only

Three and four year old provision only

SIGNED for and on behalf of the PROVIDER

By:-

Authorised signatory for the Provider

Name in full:

Position:

Date:

SIGNED for and on behalf of MILTON KEYNES COUNCIL

By: 

Name in full: Marie Denny

Position: Head of Delivery Setting and School Sufficiency and Access

Date: 01.01.16