

**Early Learning & Childcare (EL&C)
Funded Provider Agreement
with
EAST LOTHIAN COUNCIL
in accordance with the National Standard for Early Learning
and Childcare Providers: Principles and Practice**

Early Learning & Childcare Funded Provider Agreement between	
<p>East Lothian Council, a local authority constituted under the Local Government etc (Scotland) Act 1994 (the "Council")</p> <p>Council Headquarters John Muir House Haddington East Lothian EH41 3HA</p>	<p>Funded Provider (the "Funded Provider")</p> <p>Funded Provider Name:</p> <p>Funded Provider Address:</p>
<p>Provider Type:</p>	<p>Basis upon which premises are occupied <i>(rented/owned etc)</i></p>

1. FUNDED PROVIDER INFORMATION

Registered Company Name:

Registered Company Number:

Address of Registered Company Office:

Registered Company Status:

If entered in Scottish Charity Register, please state

- Charity Register Number:
- Charity Name (as entered on Register):

2. INSPECTION AUTHORITIES INFORMATION

Care Inspectorate Information

Service (Funded Provider) Registered Name:
 Service (Funded Provider) Registration Number:
 Service Provider (Company) Registered Name:
 Service Provider (Company) Registration Number:

 Date of last Inspection Report:

 Grades awarded at last Inspection:
 Quality of care and support:
 Quality of environment:
 Quality of staffing:
 Quality of management and leadership:

Education Scotland Information

Date of last Inspection Report:

3. MAIN CONTACTS

<p>Council Contact Officer:</p> <p>Name:</p> <p>Designation:</p> <p>Address: John Muir House, Brewery Park, Haddington EH41 3HA</p> <p>Telephone:</p> <p>Email:</p>	<p>Funded Provider Contact:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>
<p>Administration of Funding:</p> <p>Designation: Business Support Administrator (Funded Providers)</p>	

Telephone: 01620 827872 / 01620 820186
Email: fundedproviders@eastlothian.gov.uk

4. PURPOSE

The Council shall fund early learning and childcare places (hereinafter referred to as the “**early learning and childcare funding**”) from providers in the private, voluntary and independent sectors within the East Lothian area with the purpose of providing:

- early learning and childcare for eligible children in accordance with the Education (Scotland) Act 1980, the Standards in Scotland’s Schools Act 2000, and in exercise of powers delegated to the Council by the Scottish Executive under section 25 of the Education (Scotland) Act 1996 and the Children & Young People (Scotland) Act 2014; and early learning and childcare for children accessing a deferred year as detailed in Schedule Part 1, Part A.

5. DURATION

Start Date means **1 August 2022**

End Date means **31 July 2023** unless terminated earlier under the terms of this agreement

6. SERVICES, PAYMENTS and RESPONSIBILITIES

<p>Subject to compliance with this Agreement by the Funded Provider, the Council shall make the payments in accordance with Part 1 of the Schedule and carry out its obligations in this Agreement.</p> <p>In addition:</p> <ul style="list-style-type: none"> • The Council will administer early learning and childcare funding using the designated Local Authority system; • The Council will monitor the early learning and childcare funding payments via termly paperwork issued to parents via the Funded Provider; and • The Council will undertake random sampling, spot checks and pre-arranged one to one meetings to ensure compliance with the National Standard Criteria. 	<p>The Funded Provider shall provide the services and shall carry out its obligations in this Agreement.</p> <p>In addition:</p> <ul style="list-style-type: none"> • The Funded Provider will fully utilise the designated Local Authority system for early learning and childcare (SEEMIS – nursery management system); • The Funded Provider will provide the relevant termly paperwork issued to parents in line with the Council guidance and timescales; • The Funded Provider is required to notify parents/carers in advance of the processes for claiming funding and to ensure that claims made to the council for all eligible children prior to the start of each term (see Schedule Part 1, Part A for term dates); • The Funded Provider shall keep clear accounts of all monies received for early learning and childcare. The Funded Provider may be required to produce these records for inspection to ensure transparency and confirm appropriate use of such funds; and • Funded Provider will ensure compliance of National Standard Criteria 9 and be able to evidence this as required.
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7. INSPECTIONS, INFORMATION and MONITORING

7.1 The Funded Provider

The Funded Provider shall:

- provide the Council on demand and to parents/carers on request, a copy of the most recent inspections carried out by the Care Inspectorate and Education Scotland and their plans for improvement arising out of any recommendations or requirements made by either or both of these regulatory bodies;
- notify the Council of any planned inspections by the Care Inspectorate and or Education Scotland and when either party arrive on site to carry out an inspection.
- inform the Council within 7 days of any complaint being investigated by the Care Inspectorate (using Notification of Complaints form – see Schedule Part 3) and provide evidence to the Council of requirements having been fully met by the Funded Provider within the time specified by the Care Inspectorate and in line with National Standard criteria; and
- ensure an appropriate senior representative attends Funder Partner/Network meetings held by the Council in relation to quality, business and working practice and arrangements aligned to the National Standard Early Learning and Childcare Providers: Principles and Practice.

7.2 Scottish Government and Council Officers and Auditors

The Council's officers and auditors may visit the Funded Provider from time to time to monitor compliance with this Agreement.

The Scottish Government and the Scottish Government Accounting Officer will act as accounting officer in all matters of financial regularity and propriety which will include the right to access accounts and other documents in respect of early learning and childcare funding.

The Funded Provider will provide the Council's officers and auditors and Scottish Government Accounting Officer with:

- annual audited accounts on request (a verified statement of income and expenditure in respect of amounts paid under the early learning and childcare funding in the case of a non-charitable, private business); and
- any other information and records relating to this Agreement and National Standard compliance and will allow the Council officers and auditors and the Scottish Government Accounting Officer access to any financial and other information and records deemed by them to be relevant.

8. NOTIFICATION OF PLACEMENTS

<p>8.1 The Council shall:</p> <ul style="list-style-type: none"> • provide the Funded Provider with training on the designated Local Authority system; • provide the Funded Provider with Funding Application forms which will be given for completion to parents/carers whose children are eligible to receive the funded early learning and childcare hours. This information will confirm how many funded hours they are claiming for their child(ren) at that Funded Provider, and whether their child(ren) is/are in receipt of any funded early learning and childcare hours from any other Funded Provider; • provide the Funded Provider with an electronic Register template for use by them to submit information of all eligible children to the Council; • provide the Funded Provider with all other relevant paperwork that relates to early learning and childcare funded hours; and • administer funded hours applications for eligible children who attend the Funded Provider and are resident out with East Lothian. Checks for duplicity of application will be made with the resident local authority at regular intervals throughout the year. 	<p>8.2 The Funded Provider shall update the following information on the designated Local Authority system:</p> <ul style="list-style-type: none"> • details of children eligible to receive the funded early learning and childcare hours; • details of when children are leaving and are no longer eligible to receive the funded hours. If the Funded Provider does not have advance notice, changes must be recorded in designated Local Authority system as soon as it is informed; and • any other early learning and childcare funded hours being accessed by any child in respect of whom payments are made under this Agreement <p>8.3 It is the Funded Provider's responsibility to ensure that:</p> <ul style="list-style-type: none"> • any blended placements are agreed between authority & partner prior to applications for funding being made • Funding Application forms-are given to parents/carers for completion in advance of their child(ren) becoming eligible to receive early learning and childcare funded hours. (Schedule Part 1, Part A) shows eligibility dates; • the forms are completed and signed by the parent/carer (not the provider) and returned to the Funded Provider within agreed timescales; and • information gathered on completed forms is checked/verified and countersigned by the Funded Provider entered on the designated Local Authority system. Completed forms are to be submitted to the Business Support Administrator before or at the start of the next term to ensure payment for that term
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9. CHILD PROTECTION

<p>9.1 The Council shall:</p> <ul style="list-style-type: none"> • provide the Funded Provider with a web link to the Edinburgh and Lothian's Inter-Agency Child Protection Procedures; <p>9.2 The Council may from time to time request evidence from the Funded Provider to show that it is complying with the requirements set out in the Protection of Vulnerable Groups (Scotland) Act 2007.</p> <p>Latest Child Protection guidance can be found on Public Protection in East Lothian and Midlothian – Supporting Safer Communities via the following link http://emppc.org.uk/child/</p>	<p>9.3 The Funded Provider shall:</p> <ul style="list-style-type: none"> • be registered with the Care Inspectorate in terms of the Public Services Reform (Scotland) Act 2010 and comply with all requirements of the Care Inspectorate; • be evaluated as good or above by the Care Inspectorate; • maintain, at all times, the staff/child ratios required by the Care Inspectorate as set out in the registration certificate of the Funded Provider; • comply with the requirements set out in the Protection of Vulnerable Groups (Scotland) Act 2007 (and provide evidence to the Council of this compliance on request) and ensure its staff are appropriately registered for the scheme laid out under that Act; • comply with the Protection of Children (Scotland) Act 2003 and the Police Act 1997; • meet the terms of the Children and Young People (Scotland) Act 2014; • act in accordance with the Scottish Government (2014) National Guidance for Child Protection in Scotland; • act in accordance with the Health and Social Care Standards – My Support, My Life (June 2017), Scottish Government 2017; • have regard to current child protection issues and have an appropriate policy and procedures in place to deal with them; • ensure that the child protection policy and procedures are available to, and complied with, by all staff and parents/carers; and ensure all staff receive appropriate training in child protection, updating this bi-annually, and maintain staff training records.
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10. QUALITY ASSURANCE

10.1 The Council shall provide support to the Funded Provider including, but not limited to, visits, telephone or video calls, email queries and training opportunities.

This will include:

- support and challenge to each Funded Provider through the services of the Early Learning and Childcare Support Team to deliver Early Learning and Childcare at the National Standard for ELC Providers. This will include various forms of management and curricular support. Processes may include:
 - Self-evaluation & Improvement planning;
 - Yearly evaluation visit
 - Curriculum development, Information sharing & staff training; and
 - Support for joint and singleton inspections by Education Scotland and the Care Inspectorate.

Support may be delivered by:

- Consultation on an individual or group basis;
- Teacher Support visits;
- Group staff development sessions;
- Pre-School Partnership Business Meetings;
- Telephone and video consultations and email correspondence.

The Council shall, if the Funded Provider provides care for children aged 0-3 years:

- offer access to appropriate training opportunities; and
- support the implementation of 'Realising the Ambition – Being Me' and National Standard for ELC Providers

10.2 The Funded Provider shall:

- apply national quality standards;
- deliver Early Learning and Childcare as outlined in the National Standard for ELC Providers;
- implement a Curriculum for Excellence and Realising the Ambition – Being Me;
- participate in the Council's quality improvement arrangements;
- undertake self-evaluation using national and Council documents;
- work with the Council in putting in place a Standards and Quality Report and Improvement Plan;
- work co-operatively with the Council's Early Learning and Childcare Team, Quality Improvement Officer and other Council staff as appropriate, to share in learning and teaching and the monitoring and progress of their provision;
- ensure staff attend suitable training courses relating to priorities in the improvement plan and appropriate national and Council initiatives; and
- submit copies of Care Inspectorate and Education Scotland inspection reports to the Council within four weeks of receipt from the relevant inspecting authority.

If the Funded Provider provides care for children aged 0-3 years, it shall:

- implement the principles of the "Realising the Ambition – Being Me" and National Standard for ELC Providers; and
- ensure staff training opportunities are attended, as appropriate

11. INCLUSION AND EQUITY

<p>11.1 The Council shall:</p> <ul style="list-style-type: none"> • provide a link Educational Psychologist for each partnership Funded Provider; • provide the Funded Provider with guidance and support to implement the Child's Planning Framework; • in line with Child Planning framework, consider providing funds for additional support for children who meet the criteria for exceptionality. <p>11.2 The Council also has a lending library of Educational Psychology resources, which the Funded Provider may access on a short-term loan basis if required.</p>	<p>11.3 The Funded Provider shall:</p> <ul style="list-style-type: none"> • not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 • make appropriate provision for children with additional support needs. The Funded Provider should refer to 'Supporting Children's Learning: Code of Practice' – Guidance relating to the Education (Additional Support for Learning) (Scotland) Act 2009 (Revised 2010) and the Children & Young People Act (Scotland) 2014; • Implement the Child's Planning Framework • Make appropriate assessments that will be holistic, follow GIRFEC principles and will have the voice of the child and family as a key element. Goals will be negotiated and jointly determined with the child and family. • work with other relevant partners to develop coordinated support which meets the needs of the children through the child's planning process. • Demonstrate effectiveness in promoting and supporting equity and inclusion and be able to provide details to the Council
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12. INSURANCE and INDEMNITY

<p>The Funded Provider shall:</p> <ul style="list-style-type: none"> • have in force, adequate and suitable insurance to cover all claims made by or on behalf of children, staff and visitors to the premises in respect of loss or damage to property or goods, personal injury, disease and death; • on request, provide evidence to the Council that such cover has been effected; and
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- the Funded Provider shall indemnify the Council against all proceedings, costs, expenses, liabilities, injury, loss or damage arising from or incurred by reason of any claim, demand or action made or raised against the Council on behalf of any child, staff or visitors to the premises which arises from any act, omission or negligence on the part of the Funded Provider or those engaged or employed by the Funded Provider.

13. COMPLAINTS

<p>13.1 The Council's guidance on how customers/clients can raise a complaint and the process followed can be found on East Lothian Council's website:</p> <p>https://www.eastlothian.gov.uk/info/210560/your_council/12166/comments_complaints_and_compliments/2</p>	<p>13.2 The Funded Provider shall have a complaints procedure for parents/carers and those with parental responsibilities, which must include:</p> <ul style="list-style-type: none"> • a statement of how complaints can be made and how they will be dealt with; • the name of the person who should be contacted if they have a complaint; • provision for oral and written complaints; • an appeal procedure; and • the timescale for dealing with complaints. • ways in which complaints can be raised with the Care Inspectorate <p>13.3 The Funded Provider shall have a register of complaints which must include the following information;</p> <ul style="list-style-type: none"> • the date and form of the complaint; • the name of the person making the complaint; • a brief description of the nature of the complaint; • the date on which the Funded Provider informed the Care Inspectorate of the complaint; and • a note of the action taken as a result of the complaint and date when taken. <p>13.3 The Funded Provider shall provide the Council with detail of any complaints made against the service, in a timely manner.</p>
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14. REPAYMENT OF FUNDING

The Funded Provider shall repay to the Council on demand, all or part of any payment made under Schedule Part 1, which has been used for purposes which were not in accordance with this Agreement.

15. TERMINATION OF AGREEMENT

15.1 Termination on End Date

15.1.1 This Agreement shall terminate on the End Date.

15.2 Termination by Notice

In the event either party wishes terminate this Agreement prior to the End Date, it shall provide three months written notice to the other party or such shorter period as may be agreed in writing between the parties.

15.3 Termination for Cause

Notwithstanding Clause 15.2, the Council may terminate this Agreement immediately without notice if the Funded Provider;

- the Funded Provider changes ownership; or
- commits a breach of its obligations under this Agreement; or
- has its registration with the Care Inspectorate terminated, or fails to comply with its obligations under the Public Services Reform (Scotland) Act 2010, whether or not its registration is terminated as a result; or
- has been awarded a Care Inspectorate award of a Weak and/or Unsatisfactory grade in any area that has been subject to inspection; or
- persistently fails, after reasonable notice has been given, to provide early learning and childcare in accordance with this Agreement; or
- does not have any registration, licence or other permission to operate which is required by the Agreement, by the Scottish Government or by any law or regulation; or
- has an administrator, an administrative receiver or a receiver appointed or goes into liquidation (other than for reconstruction or amalgamation), or passes a resolution for voluntary winding up or, if the Funded Provider is not incorporated, if any partner or individual becomes bankrupt or apparently insolvent, within the meaning of Section 7 of the Bankruptcy (Scotland) Act 1985, or signs a trust deed for creditors; or has petitioned the court to appoint the same; or
- is in breach of any other agreement with the Council or that any invoice issued by the Council remains unpaid by the Funded Provider and is, in the Council's sole discretion, overdue at the date of termination.

15.3 Improvement Protocol

Where the Council is alerted to a quality issue which may constitute the termination of this Agreement, it may endeavour to follow the steps set out in the Improvement Protocol set out at Schedule Part 2. This is without prejudice to the Council's right under Clauses 15.2 and 15.3 and the Council may elect at any stage, in its sole discretion, to dispense with any or all of the steps set out in the Improvement Protocol.

If the agreement has been terminated by the Council prior to the end date stated under the Improvement Protocol the Funded Provider can re-apply to become a funded provider in line with the Funding Follows the Child and the National Standard for Early learning and Childcare Providers: Operating Guidance

16. GENERAL

16.1 Variation

This Agreement may be varied by agreement in writing signed by both parties. Obligations relating to the provision of early learning and childcare by the Funded Provider and payment by the Council responsibilities under this Agreement shall continue during any discussions regarding variation.

16.2 Assignment and Subcontracting

The Funded Provider shall not assign or subcontract any of its obligations under this Agreement.

16.3 Change in circumstance of the Funded Provider

The Funded Provider shall notify the Council, a minimum of 3 months in advance, of any proposed sale of premises or change of ownership or control or business structure of the provider's business.

16.4 Confidentiality

Both parties shall comply with the Data Protection Act 2018. All Funded Provider Staff must receive training in Data Protection. In the event that this Data Protection training is provided by the Council, for the avoidance of doubt this training would be for information only and would not negate the Funded Provider's obligations to comply with the Data Protection Act 2018.

The Funded Provider must obtain explicit consent from parents/guardians that data collected by them can be processed. The parent/guardian must be advised of the purposes for which the data is intended to be processed. Data collected by the Funded Provider will be used for educational purposes only and the data will be transferred to the Council for further processing to ensure that appropriate educational provision is made.

Both parties agree not to release any confidential information relating to this Agreement at any time during or after the period of this Agreement, except where such release is required by law.

Notwithstanding the above generality, the Council is committed to meeting its responsibilities under the Freedom of Information (Scotland) Act 2002. Accordingly all information submitted to the Council by the Funded Provider may need to be disclosed and/or published by the Council. If the Funded Provider considers at any time that any of the information provided by it in accordance with this Agreement is confidential, including commercially confidential, the Funded Provider shall identify it and explain (in broad terms) what harm might result from disclosure and/or publication. The

Funded Provider acknowledges that, even where it has indicated that information is commercially confidential, the Council may nevertheless be required to disclose and/or publish it.

Under current law, organisations that process personal data are required to register with the UK regulator, the Information Commissioner's Office (ICO). From 25 May 2018, the Data Protection (Charges and Information) Regulations 2018 requires every organisation or sole trader who processes personal information to pay a data protection fee to the ICO, unless they are exempt. If applicable, the Funded Provider shall pay a data protection fee to the ICO.

16.5 Resolution of Disputes

If any dispute arises between the parties in relation to this Agreement, it should be referred in the first instance to the Council's Head of Education, and both parties shall use best endeavours to reach an amicable and working resolution as soon as possible.

If any dispute cannot be resolved within a reasonable time, either party may refer it to a single arbitrator agreed by both parties or, failing agreement, by an arbitrator nominated by the President of the Law Society of Scotland on the application of either party. The findings of such arbitrator shall be final and binding on both parties. Expenses of any such arbitration shall be borne equally.

If any matter arising out of this Agreement is under dispute or referred to an arbitrator, the Funded Provider shall remain responsible for providing the early learning and childcare in terms of this Agreement and the Council shall remain responsible for making payments in terms of this Agreement until the exhaustion of all dispute resolution proceedings.

16.6 Law of Scotland

The construction, validity, performance and all other matters arising out of and in connection with this Agreement, shall be governed by the law of Scotland and be subject to the exclusive jurisdiction of the Scottish Courts.

16.7 Governance

The Funded Provider must adhere to employment legislation, ensuring that the statutory rights of the employee are being met; to include:

- Written contract
- Itemised pay slip
- To be paid at least the national minimum wage
- To be working towards becoming a real living wage employer
- Right to at least 28 days paid holidays (including bank holidays)
- Paid maternity leave
- Pension scheme

Human Resource processes and support systems must be in place, including fair and open recruitment: measures to reduce staff turnover and absence and grievance and disciplinary processes.

17. NOTICES

17.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);

- For the council at the following address:-
Contact: Head of Education
Address: John Muir House, Haddington, East Lothian, EH41 3HA; or

(b) sent by email,

- For the Council this shall be at **fundedprovider@eastlothian.gov.uk**; and
- For the Funded Provider this shall be

17.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address; or

(b) if sent by post or other next working day delivery service, at 9.00 am on the Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

IN WITNESS WHEREOF these presents consisting of this and the preceding 12 pages together with schedules in 5 parts annexed relative hereto are executed as follows:

Please ensure that the signature is witnessed before returning the Agreement to the Council.

Signed on behalf of the Funded Provider

Funded Provider Name:

Witness signature:

Name (Block Capitals):

Name (Block Capitals):

Signature:

Signature:

Designation:

Designation:

Date:

Date:

Signed on behalf of the Council:

Witness signature:

Name (Block Capitals):

Name (Block Capitals):

Signature:

Signature:

Designation:

Designation:

Date:

Date:

Please provide copies of the following documentation when returning the signed Agreement. (If this information is available on your website please include a link to the webpage)

5. Services, Payments & Responsibilities	Copy of information given to parents regarding fees and how this is broken down to provide information on their funded entitlement.	
	Confirmation of funded hours being free at the point of access, ie parents are not reimbursed upon receipt of funding from L.A. As per Criteria 9 (Payment Processes) of the National Standard	
12 Insurance and Indemnity	Copy of insurance certificates i.e. public liability and employers liability that confirm adequate and suitable insurance is in place	
13 Complaints	Copy of your complaints procedure that is made available to parents. This should include who parents should raise complaint with, timescale for dealing with complaint and the appeal procedure	
	Confirmation of your registration with the ICO and ICO registration number	
16 General	Confirmation of data controller	
1140 HOURS	Copy of 1140 hours model of delivery offered to families	

Schedule Part 1

Payments and Services

Part A - East Lothian Council (“the Council”)

1. Subject to compliance with this Agreement and to clause 2 of this Part 1 of this Schedule, the Council shall pay the Funded Provider, £5.31 per hour (being the hourly rate), plus the cost of a snack and a meal for each eligible child for a maximum of 1140 hours per annum. Where the child is eligible for a full year’s funding, and on a proportional basis where the child is only eligible for one, two or three terms.
 - Payment for children attending the Funded Provider for the equivalent of one full day each week shall be made on a pro-rata basis
 - Payment shall be subject to confirmation of the attendance of each child.
 - The Funded Provider must pay back any overpayments to the Council.
 - Payment shall be recovered if a child leaves the Funded Provider part way through the term.
 - Payment shall be in three instalments by B.A.C.S. to the Funded Provider at the beginning of each school term, subject to pupil data being received.

2. Taking into account the circumstances relating to this Agreement, the Council may increase the hourly rate, should this be appropriate and notify the Funded Provider.

School Term Dates for 2022-23:

Term 1	Wednesday 17 th August to Friday 20 th December 2022
Term 2	Wednesday 4 th January 2023 to Friday 31 st March 2023
Term 3	Monday 17 th April 2023 to Wednesday 28 th June 2023

Funding application forms must be entered in to NAMS and received by the Council in the term that a child becomes eligible for funding, otherwise payment shall not be made for that term. **It is the Funded Provider’s responsibility to submit accurate pupil information timeously to the Council via the NAMS system.**

The Council shall monitor carefully the financial arrangements pertaining to commissioned places. The Council reserves the right to withdraw partnership without notice, if the financial arrangements of the Funded Provider can reasonably be deemed by the Council, at its discretion, to be unsatisfactory.

Eligibility Dates for 2022-23 (Three to Five Year Olds)

	Born between...	...and
Five Year Olds (Deferrals)*	17 August 2017	End of February 2018
Four Year Olds	1 March 2018	End of February 2019
Three Year Olds		
Term 1 (July/August 2022)**	1 March 2019	30 September 2019
Term 2 (January 2023)	1 October 2019	31 December 2019
Term 3 (April 2023)	1 January 2020	End of February 2020

Children who are resident in East Lothian, with their fifth birthday falling between the school commencement date in August and the end of December, do not need to start primary school until August 2023. East Lothian Council may provide funded early learning and childcare places for these children. A decision will be made in respect of the needs of each child on a case by case basis. * Five Year Olds (Deferrals) – the nursery deferral should have been agreed by East Lothian Council. If you are unsure if the deferral has been agreed please email fundedproviders@eastlothian.gov.uk.

Children who are resident out with East Lothian who's fifth birthday falls between the school commencement date in August and the end of December will not be funded for an additional early learning and childcare year by East Lothian Council. However, they may apply for funding from their home authority.

Eligibility Dates for 2022-23 (Eligible 2 Year Olds)**

	Born between...	...and
Eligible 2 Year Olds		
Term 1 (July/August 2022)**	1 March 2020	30 September 2020
Term 2 (January 2023)	1 October 2020	31 December 2020
Term 3 (April 2023)	1 January 2021	End of February 2021

Children whose third or second birthday ** falls after the funding calendar start dates will be funded from the beginning of the week in which their birthday falls.

Please note that eligible 2 year olds and Five Year olds (Deferrals), must have applied for funding and received an email from East Lothian Council confirming eligibility prior to starting at any setting.

Part B – The Funded Provider

General Conditions

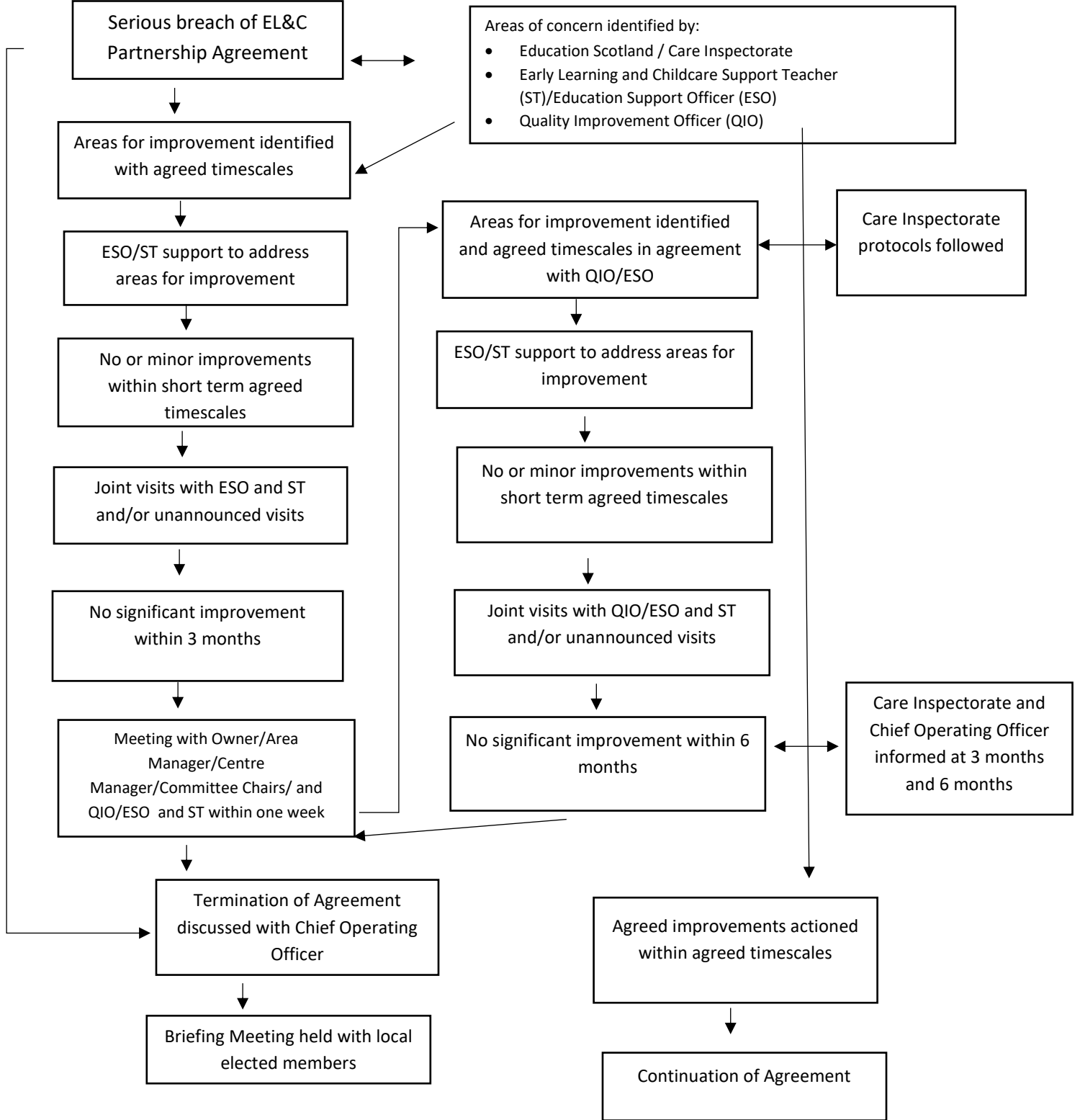
The Funded Provider shall deliver early learning and childcare in accordance with this Agreement and will comply with the following general conditions:

- a. The Funded Provider shall deliver a maximum 1140 hours of early learning and childcare per child in anyone academic year. For children joining part way through the academic year this entitlement will be pro-rata.
- b. A child may attend more than one early learning and childcare Funded Provider, however, the payment in respect of that child will be restricted to the equivalent of one place.
- c. No child shall have more than the maximum number of hours of funded early learning and childcare in any term.
- d. The Funded Provider will maintain a register in which the presence or absence at each session of every child eligible for funding shall be recorded.
- e. Funding for temporarily absent children will be protected so long as the Funded Provider is holding open the child's place with the expectation the child will return before the end of the term. The Funded Provider should inform the Council if the child is unlikely to return within the school term, in which case funding may be suspended.
- f. It is the responsibility of the Funded Provider to ensure that children claimed for are eligible to receive early learning and childcare funding. Eligibility dates are shown on Schedule Part 1, Part A.
- g. It is the responsibility of the Funded Provider to ensure that claims are made for all children who are eligible to receive early learning and childcare funding within the term that they become eligible for funding. **Funding will not under any circumstances be backdated** for any children who have not been added to NAMS within the term they start attending the nursery.
- h. The Funded Provider must inform the Council in writing if any eligible children enrol or leave the Funded Provider during a school term within 7 days of such changes being recorded in the NAMS system.
- i. No child shall be given corporal punishment by any person employed by or connected with the Funded Provider.
- j. The following information will be provided to any person making an enquiry with a view to securing a place, or who already has a place for a child, at the Funded Provider:
 - the Funded Provider's admission policy;
 - the Funded Provider's system for reporting children's progress to parents/carers; and
 - the Funded Provider's statement that a complaints procedure exists and information on how to get further information about it.
- k. Appropriate provision shall be made for children for whom English is an additional language. The Funded Provider shall have an appropriate policy which shall be made available to the Council on request.
- l. The Funded Provider shall comply with the Disability Discrimination Act 1995, the Education (Additional Support for Learning) (Scotland) Act 2004 and 2009, and the Equality Act 2010.

- m. The following information shall be made available to the Council on request from the Funded Provider:
- qualifications held by staff and policy for staff training;
 - discipline policy;
 - health and safety policy;
 - child protection policy;
 - equal opportunities policy;
 - data protection policy in accordance with general data protection regulation
 - administration of medicine policy;
 - race equality policy;
 - provision made for children with additional support needs; and
 - procedure for dealing with parent's complaints

The Funded Provider shall comply with Equal Opportunities and the Public Sector Equality Duty and shall ensure compliance with the Council's written policies on such matters and with all Laws, regulations and guidance from time to time applicable in such regard.

Schedule Part 2 – Improvement Protocol



Notification of Complaints to the Care Inspectorate						
Name of Partnership Funded Provider:						
Date Complaint Registered	Details of Complaint (itemise as appropriate)	Recommendations or Requirements (include deadlines)	Action taken by Partnership Funded Provider (include timescales)	Date Action Plan shared with ELC	Date Action Plan submitted to CI	Overall Outcome

Signature of Owner/Manager:

Date: