



Schools Sector - Memorandum of Understanding for the Provision of Early Education and Childcare

September 2018 Version 1.0

Index

Section:

1. Key Local Authority Responsibilities
2. Key Provider Responsibilities
3. Safeguarding
4. Eligibility
5. Grace Period
6. Flexibility
7. Partnership Working
8. SEND
9. Social Mobility and Disadvantage
10. Quality
11. Business Planning and Claims
12. Charging
13. Funding
14. Compliance
15. Appeals Process
16. Complaints Process
17. Monitoring and Tracking
18. General Obligations

Annexes:

Annex A – Parental Agreement

1. Key Local Authority Responsibilities

- 1.1 The Local Authority must secure an Early Education Funded (EEF) place for every eligible child in their area.
- 1.2 The Local Authority should work in partnership with the School Provider to agree how to deliver EEF entitlement places.
- 1.3 The Local Authority should be clear about their role and the support on offer locally to meet the needs of children with special educational needs and/or disabilities (SEND) as well as their expectations of providers.
- 1.4 The Local Authority must contribute to the safeguarding and promote the welfare of children and young people in their area.

2. Key Provider Responsibilities

- 2.1 The School Provider must comply with all relevant legislation and insurance requirements.
- 2.2 The School Provider must deliver the EEF 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 School Provider must be clear and communicate to parents details about the days and times that they offer EEF places, along with their services and charges. Those children accessing the EEF entitlements should receive the same quality and access to provision.
- 2.3 The School Provider must follow the Early Years Foundation Stage (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.
- 2.4 The School 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. School 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.

3. Safeguarding

- 3.1 The Local Authority has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. It has a number of statutory functions under the 1989 and 2004 Children Acts which make this clear and the 'Working together to safeguard children' 2018 guidance sets these out in detail.
- 3.2 The School 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 School Provider must have regard to 'Working Together to Safeguard Children' 2018 guidance.

4. Eligibility

- 4.1 The School Provider must check original copies of documentation to confirm a child has reached the eligible age on initial registration for all EEF entitlements. The Provider must retain paper or digital copies of documentation to enable the Local Authority to carry out audits and fraud investigations. The Provider must ensure that any documentation that is retained is stored securely for a minimum period of 6 years from the expiration of this Agreement. Thereafter the documentation must be handled and securely destroyed in accordance with BS EN 15713:2009 unless there are legal, regulatory or other legitimate purposes to retain the documentation for a longer period. Failure to retain essential documentation may result in reclaiming of funding by the Local Authority.
- 4.2 The School Provider must 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.
- 4.3 The Local Authority must ensure that a child has an EEF place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the EEF entitlements.
- 4.4 Alongside the 30 hours eligibility code, which is the child's unique 11-digit number and original copies of documentation (see section 4.1), a School 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 School Provider must use the Parental Agreement at Annex A which asks the parent for the necessary information and consents.
- 4.5 Once a Provider has received written consent from the parent, they should verify the 30 hours eligibility code with the Local Authority, as detailed in section 4.7.
- 4.6 The Local Authority will confirm the validity of 30 hours eligibility codes to allow providers to offer 30 hour places for eligible three and four year olds. The Local Authority will provide a validity checking service to providers to enable them to verify the 30 hours eligibility code.
- 4.7 The Local Authority checking service will be facilitated through the on-line Provider Portal which the Provider must use to check the validity of the 30 hours eligibility code.
- 4.8 Thereafter the Local Authority should complete audit checks to review the validity of eligibility codes for children who qualify for the 30 hours EEF entitlements at six fixed points in the year, both at half term and at the end of term across the year (in line with the dates listed at Table A). It is the Local Authority's responsibility to notify the Provider where a parent has fallen out of eligibility and inform them of the grace period end date.

Table A: Grace Periods

Validity End Date	Local Authority Audit Window Dates	Grace Period End Date
1 January–10 February	11–18 February	31 March
11 February–31 March	24 March–1 April	31 August
1 April –26 May	27 May–2 June	31 August
27 May–31 August	24 August–1 September	31 December
1 September–21 October	22 October–29 October	31 December
22 October–31 December	24 December–6 January	31 March

- 4.9 All two, three and four year old children who meet the prescribed criteria are able to take up an EEF place regardless of a parent's ability to pay for any additional hours or services.
- 4.10 Two year old children (or their parent) who become eligible after the beginning of the term following the child's second birthday will be entitled to an EEF place until the beginning of the next term.
- 4.11 The Provider must ensure each two year old child meets the eligibility criteria by requesting, from the parent, a copy of the Local Authority two year old eligibility letter that has been issued by Lancashire's Early Education Funding Team. The Provider must retain a copy of the Lancashire eligibility letter for each child as outlined in section 4.1.
- 4.12 Parents of three and four year old children who become eligible for the extended entitlement after the beginning of the term that follows the child's third birthday will not be entitled to the extended entitlement until the beginning of the next term.
- 4.13 Three and four year old children accessing the EEF universal hours will attract the Early Years Pupil Premium (EYPP) providing they meet the prescribed criteria. The Provider is responsible for identifying children who may be eligible for EYPP as outlined in section 9.2.
- 4.14 All eligible two year old children and all three and four year old children moving to England from another country can access an EEF place on the same basis as any other child in the Local Authority area.

5. Grace Period

- 5.1 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.

- 5.2 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.
- 5.3 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 2017.
- 5.4 The Local Authority will undertake termly audits, in line with the audit dates specified in Table A. The Local Authority will update the on-line Provider Portal by the audit window end date so that the Provider can identify any children who have fallen into the grace period.
- 5.5 The Provider should inform any parents who have fallen into the grace period within 5 days of the Provider Portal being updated.
- 5.6 The Provider should inform parents that if they fall back into eligibility during the grace period, the extended hours for their child beyond the grace period are subject to availability.
- 5.7 Children should not start a new 30 hour place with the Provider during the grace period. This includes:
 - a. Where a parent falls into their grace period before the child has started a 30 hours place;
 - b. Where a parent falls into their grace period whilst their child is in a 30 hours place with a different provider and is seeking to move their child;
- 5.8 In exceptional circumstances, the Local Authority may allow a child to change providers during the grace period, if the current provider is no longer able to offer EEF places.

6. Flexibility

- 6.1 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.
- 6.2 The Provider should work with the Local Authority and share information about the times and periods at which they are able to offer EEF entitlements, to support the Local Authority to secure sufficient stretched and flexible places to meet Parental demand in the Local Authority. The Provider will also be required to submit an on-line Childcare Sufficiency Return, annually, to enable the Local Authority to carry out its' statutory sufficiency duties. The Provider must also make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting

- 6.3 Evidence shows that continuous provision is in the best interests of the child. Where it is reasonably practicable, the Provider should ensure children are able to take up their EEF hours in continuous blocks and avoid artificial breaks being created in the day, particularly during the lunch time hour/session which should form part of the EEF provision where the child is attending a morning and afternoon session.
- 6.4 Children may take up their EEF entitlement at more than one provider providing they do not exceed two sites in any single day.
- 6.5 Where a child takes up their EEF entitlement at more than one site, funding will be allocated in line with section 13.8.
- 6.6 The Provider must ensure that the EEF hours cannot be compressed, i.e. the parent cannot take more than 15 universal or 15 extended hours per week over fewer than 38 weeks of the year. However, a parent can chose a provider who is open for less than 38 weeks of the year, and therefore receive 15 universal or 15 extended hours per week over fewer weeks.

7. Partnership Working

- 7.1 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
- 7.2 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.
- 7.3 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 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. This can be found at <http://www.familyandchildcaretrust.org/dfes-30-hour-mixed-model-partnership-toolkit>
- 7.4 The Provider should discuss and work closely with parents to agree how a child's overall care will work in practice when their EEF entitlement is split across different providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.
- 7.5 The Provider must enter into a Parental Agreement as provided at Annex A with all parents whose children are taking up the EEF entitlements, to ensure the necessary information and consents are in place to allow the Provider to claim funding from the Local Authority.

- 7.6 The Provider may choose to add additional fields to the Parental Agreement as provided at Annex A, providing such fields do not contravene any of the national requirements as set out in the Early Education and Childcare Statutory Guidance for Local Authorities. For auditing and verification purposes, the Provider should not remove any fields contained in the Parental Agreement provided at Annex A, with the exception of section 4 and section 10, where the School Provider is permitted to amend/remove fields that are not applicable

8. SEND

- 8.1 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).
- 8.2 The School Provider must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010.
- 8.3 The Local Authority must be clear and transparent about the support on offer in their area, through their Local Offer, so parents and School Providers can access that support.
- 8.4 The School Provider must 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.

9. Social Mobility and Disadvantage

- 9.1 The Local Authority should promote equality and inclusion, particularly for disadvantaged families, looked after children (LAC) and children in need (CIN) by removing barriers of access to EEF places and working with parents to give each child support to fulfil their potential.
- 9.2 The Provider should ensure that they have identified the disadvantaged children in their setting as part of the process for checking EYPP eligibility. They will also use EYPP and any locally available funding streams or support to improve outcomes for this group. The School Provider must ensure all prescribed information is submitted to the Local Authority within the prescribed format and timescales, to enable the Local Authority to check if the child is eligible for EYPP and allocate funding if applicable.

10. Quality

- 10.1 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.
- 10.2 Ofsted are the sole arbiter of quality for all EEF entitlements and Ofsted and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report on the quality and standards of provision.

11. Business Planning and Claims

- 11.1 The Local Authority should clearly set out the documentation that they need to receive from School Providers to support payment and delivery of EEF entitlements and the timetable which School Providers should follow when submitting their documentation, this includes setting out the importance of timely and accurate census returns.
- 11.2 The Local Authority should not carry out audit regimes which are disproportionate or are unnecessarily burdensome to School Providers.
- 11.3 The School Provider should ensure they submit timely and accurate information, including, but not limited to, census data, as per the financial guidelines of their Local Authority. Failure to do so may result in inaccurate, delayed or suspended funding.
- 11.4 The School Provider should maintain accurate financial and non-financial records relating to EEF places and should give the Local Authority access on reasonable notice to all financial and non-financial records relating to EEF places that have been funded by the Local Authority under this Agreement, subject to confidentiality restrictions.
- 11.5 It is the sole responsibility of the School Provider to submit accurate census returns, supplementary claims or other information and documentation as requested by the Local Authority, within the deadlines as notified to the School Provider.
- 11.6 The School Provider can only make census and supplementary claims for eligible children as prescribed in section 4.
- 11.7 The School Provider cannot make a census or supplementary Funding Claim for any children where a signed Parental Agreement is not in place.
- 11.8 The School Provider cannot claim funding for any children who are not present or planned present in the census week.
- 11.9 The School Provider is permitted to submit a supplementary claim for the following children:
 - a. eligible two year old children who take up an EEF place after the headcount week;
 - b. three and four year old children who take up an EEF universal place after the headcount week;
 - c. three and four year old children who take up the extended entitlement after the headcount week, **providing** the child's parent was found to be eligible by HMRC **prior** to the beginning of the term the child became age eligible;
 - d. two, three and four year old children who increase their hours of attendance after the headcount week.

- 11.10 The School Provider is only permitted to make a supplementary claim for those children described in section 11.9 for the remaining termly funded weeks/hours, with effect from the Monday after census, or the date on which a signed Parental Agreement was in place, whichever is the latest.
- 11.11 The School Provider must submit all census and supplementary claims within the term for which they relate. Claims received after the end of term for which they relate will not be processed by the Local Authority.
- 11.12 If the School Provider fails to comply with section 11.11, they cannot subsequently charge the parent for any funded hours that the School Provider should have claimed from the Local Authority.

12. Charging

- 12.1 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.
- 12.2 The School Provider can charge for meals and snacks as part of the EEF entitlement place and they can also charge for consumables such as nappies or sun cream and for services such as trips and musical tuition. Parents should therefore expect to pay for these, although these charges must be voluntary for the parent. Where parents are unable or unwilling to pay for meals and consumables, School Providers who choose to offer the EEF 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. School Providers should be particularly mindful of the impact of additional charges on the most disadvantaged parents.
- 12.3 The School Provider should deliver the EEF entitlements consistently so that all children accessing any of the EEF entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.
- 12.4 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 EEF place. The School Provider should be completely transparent about any additional charges.
- 12.5 The School Provider must publish their admissions criteria and ensure parents understand which hours/sessions can be taken as their EEF entitlement. Not all School Providers will be able to offer fully flexible places, but the School Provider should work with parents to ensure that as far as possible the pattern of hours are convenient for parents' working hours.
- 12.6 The School Provider can charge parents a deposit to secure an EEF place for three and four year old children but should refund the deposit in full to parents within a

reasonable time scale, and no later than 4 weeks after the child has taken up their EEF place.

- 12.7 The School Provider cannot charge parents “top-up” fees (the difference between the School Provider’s usual fee and the funding they receive from the Local Authority to deliver EEF places) or require parents to pay a registration fee as a condition of taking up their child’s EEF place.
- 12.8 The School Provider should ensure their invoices and receipts are clear, transparent and itemised, allowing parents to see that they have received their EEF entitlement completely free of charge and understand fees paid for additional hours. The School Provider will also ensure that receipts contain their full details so that they can be identified as coming from them.
- 12.9 The School Provider cannot ask the parent to pay for their child’s EEF place in advance and be refunded at a later date e.g. when the School Provider receives the funding for their child’s EEF place from the Local Authority.
- 12.10 The School Provider must ensure that EEF places are delivered completely free of charge to the parent and other than deposit fees as outlined in section 12.6, the School Provider cannot ask the parent to pay any fee associated with accessing their child’s EEF entitlements (e.g. uniform fee, administration costs associated with stretching or banking EEF hours, fees for offering the EEF places flexibly etc.).

13. Funding

- 13.1 The Local Authority will pay the School Provider an Early Education funding rate that is in line with the Local Authority’s approved Early Years Funding Formula.
- 13.2 The School Provider should accurately complete and submit census and other necessary data returns by the agreed date to support the Local Authority to make payment.
- 13.3 The Local Authority will make supplementary payments for those children described in sections 11.9 on a pro-rata basis depending on the hours already taken and the number of hours remaining in the term.
- 13.4 The School Provider must ensure all claims for supplementary payments are submitted by the specified deadlines as the Local Authority will not pay backdated claims from previous terms.
- 13.5 The Local Authority will make a termly Early Years Pupil Premium payment, for any eligible children included in the School Provider’s census or supplementary claim providing all relevant information was submitted to the Local Authority as specified in section 9.2.
- 13.6 The School Provider must ensure that parents are aware that if their child moves after the beginning of term then additional/residual funding for that term will not be made available for the child at another setting unless the move relates to a child in public care (i.e. a looked after child) or a child at risk of becoming looked after.

- 13.7 Where an Early Education Funding Claim is made by the School Provider on behalf of a child whose residence is outside of the administrative boundary of the Local Authority, such a claim will be deemed valid provided the hours claimed do not exceed the termly maximum hours allowable.
- 13.8 Where an Early Education Funding Claim is made by the School Provider for a three and four year old child that also attends a PVI setting:
- a. The claim will be deemed valid providing the combined hours claimed by each provider does not exceed the termly maximum hours allowable.
 - b. Where the combined hours claimed by each provider exceeds the termly maximum allowable:
 - i. in the event that the child started at the PVI provider before or during the PVI Headcount Week and the School Provider after the PVI Headcount Week then the value of any over-claim will be reclaimed from the School Provider;
 - ii. in the event that the child started at the School Provider before or during the PVI Headcount Week and the PVI Provider after the PVI Headcount Week then the value of any over-claim will be reclaimed from the PVI Provider; and
 - iii. in the event that the child was in attendance at both the PVI Provider and the School Provider before or during the PVI headcount week the Local Authority will reduce each claim on a pro-rata basis to the termly maximum hours allowable.
- 13.9 In the event that the child is in the academic year in which he/she turns five then all hours claimed by the PVI Provider will be deemed not valid and funding will be allocated to the School Provider, unless the child has formally deferred their school admission date.
- 13.10 The School Provider must ensure all Early Education Funding received from the Local Authority is used in accordance with the terms of this Memorandum of Understanding.

14. Compliance

- 14.1 The Local Authority can carry out checks and/or audits on School Providers to ensure compliance with the requirements of delivering the EEF entitlements.
- 14.2 The School Provider must keep a satisfactory standard of records (e.g. supporting documentation, registers of attendance, parental agreements, copies of evidence of child's date of birth, two year old eligibility and eligibility for the extended entitlement etc.) in order to support its Early Education funding claims and to ensure satisfactory audit trails. All records will be checked as part of any checks and/or audits undertaken by the Local Authority.

- 14.3 The School Provider will allow the Local Authority access to financial records, documents and other materials relating to the use of the funding and provide such assistance with their interpretation as the Local Authority may require. Failure to do so may result in the reclaiming of funding by the Local Authority.
- 14.4 In carrying out its checks and/or audits the Local Authority may require the School Provider to supply copies of all relevant information, including but not limited to the information described in section 14.2, relating to the use of Early Education funding.
- 14.5 The Local Authority will provide the School Provider with reasonable notice of any such checks and/or audits.
- 14.6 The School Provider must retain, in paper or electronic format, all information and documents relating to the use of Early Education Funding for a minimum period of 6 years after the expiration of this Agreement and ensure such information is processed in accordance with Data Protection Legislation.

15. Complaints Process

- 15.1 Where a parent is not satisfied that their child has received their EEF entitlement in accordance with this Agreement and/or the Early Education and Childcare Statutory Guidance for Local Authorities, and is unable to resolve their complaint or dispute directly with the School Provider, the parent may contact the Local Authority in order for the Local Authority to investigate the parent's complaint.
- 15.2 Where a parent contacts the Local Authority in the event that they are unable resolve their complaint or dispute directly with the School Provider, the Local Authority may request relevant information from the School Provider in order for the dispute/complaint to be investigated by the Local Authority. The Local Authority will give the School Provider a reasonable amount of time to provide such information to the Local Authority.
- 15.3 The School 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 EEF entitlement in the correct way.
- 15.4 If a parent 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.

16. Monitoring and Tracking

- 16.1 The School Provider must promote good attendance and must record the attendance of all funded children in a register which meets the requirements of Ofsted e.g. a daily record of the names of the children being cared for on the premises, their hours of attendance and the names of each child's key person.

- 16.2 The School Provider needs to be aware of potential safeguarding issues surrounding non-attendance and reduced attendance as well as the impact on a child's development.
- 16.3 The School Provider must monitor the attendance records of all Early Education funded children.
- 16.4 The School Provider must have a robust system in place for monitoring children's attendance and ensure that any concerns arising from poor attendance are dealt with in line with all statutory requirements.

17. General Obligations

- 17.1 The School Provider must have an inclusive admission policy.
- 17.2 The Local Authority will maintain and keep an up-to-date a directory of all childcare providers and make available relevant details, through the Family Information Service to parents, where requested, of all those providers within the administrative boundary of the Local Authority who are eligible to claim funding for the provision of Early Education places for two, three and four year old children.
- 17.3 The Local Authority will keep up-to-date information relating to the provision of Early Education Funding on the Local Authority's website www.lancashire.gov.uk.

**PARENTAL AGREEMENT FOR THE PROVISION OF
EARLY EDUCATION FUNDING (EEF) for TWO, THREE & FOUR YEAR OLD CHILDREN**

1. Childcare Provider Details

Childcare Provider/School Name:	
--	--

2. Child Details

Legal Family Surname:		Legal Forename(s):	
Name by which the child is known: (if different from above):			
Date of Birth:		Male/Female	
Home Address:		Post Code:	
Documentary proof of DoB seen: e.g. Birth Certificate/Passport		Document recorded by: (name of staff member)	
Date document recorded:		Child ethnicity:	

3. EEF Placement Start Date

.....

4. Additional details for children claiming the extended 15 hours EEF places or 2 Year old funding:

30 hours eligibility code: e.g. 12345678912 – 11 digits	
Parent/Carer National Insurance Number:	

Proof of Parent/Carer ID seen: e.g. Passport, Driving Licence	
2 Year old eligibility reference number:	

5. Early Years Pupil Premium (EYPP) for Three and Four Year Old Children

Some three and four year olds are entitled to EYPP which is paid to the childcare provider to enhance the quality of your child's early years' experience by improving the teaching and learning, facilities and resources, with the aim of impacting positively on your child's progress and development. For more information regarding EYPP speak to your childcare provider.

If you believe that your child may qualify for the EYPP please provide the following information for the **main benefit holder** to enable the Local Authority to confirm your eligibility.

	Parent/Carer 1:	Parent/Carer 2: (optional)
Legal Family Surname:		
Legal Forename(s):		
National Insurance Number or NASS Number:		
Date of birth:		

6. Disability Access Fund (DAF)

Three and four year old children who are in receipt of child Disability Living Allowance and taking up their EEF entitlements are eligible for the Disability Access Fund (DAF). DAF is paid to the childcare provider where the child attends as a fixed annual rate of £615 per eligible child per financial year.

I understand that the funding is a one-off lump sum payment and is not transferable if my child moves to a different provider part way through the financial year. Subsequent providers will not receive any funding if the DAF has already been paid in that financial year.

Is your child eligible and in receipt of Disability Living Allowance (DLA)	YES / NO
Date copy DLA letter kept on file:	

If your child is splitting their EEF across two or more childcare providers, please nominate the main childcare provider/school where the Local Authority should pay the DAF.

Childcare Provider/School Name:	Ofsted registration/LCC School Number:

7. Agreed EEF Entitlements

Universal Funded Hours								
Please enter total <u>Universal</u> EEF hours attended per day: (cannot exceed 10 hours per day/15 hours per week)							Total number of hours per week	Number of weeks per year (e.g. 38, 45, 51)
Mon	Tues	Wed	Thurs	Fri	Sat	Sun		
Total Annual Universal Hours Claimed (cannot exceed 570 per year)								
Extended Funded Hours								
Please enter total <u>Extended</u> EEF hours attended per day: (cannot exceed 10 hours per day/15 hours per week)							Total number of hours per week	Number of weeks per year (e.g. 38, 45, 51)
Mon	Tues	Wed	Thurs	Fri	Sat	Sun		
Total Annual Extended Hours Claimed (cannot exceed 570)								

8. Stretched/Banked Hours

Where the childcare provider chooses to offer the ability for parents to stretch/bank hours to be used over other periods such as school holidays etc. these days/hours need to be agreed between parent and childcare provider and the following applies:-

- There is no transfer of any stretched/ banked EEF entitlement should the child move to a new childcare provider.
- There will be no charge to the parent if the childcare provider offers this flexibility option.
- The maximum EEF entitlement within any week, including the stretched/banked hours cannot exceed 15 universal hours per week and 15 extended hours per week.

9. Additional Hours and Services

The childcare provider can charge for meals and snacks as part of an EEF entitlement place and they can also charge for consumables such as nappies or sun cream and for services such as trips and yoga. These charges must be voluntary for the parent. Where parents are unable or unwilling to pay for meals and consumables, childcare providers who choose to offer the EEF entitlements are responsible for setting their own policy on how to respond, with options waiving or reducing the cost of meals and snacks or allowing parents to supply their own meals.

The childcare provider should ensure their invoices and receipts are clear, transparent and itemised, allowing parents to see that they have received their EEF 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 them.

The childcare provider cannot ask the parent to pay any fee associated with their child's EEF place other than a refundable deposit, required to initially secure the place.

10. Grace Period of Entitlement for the Extended 15 hours

For children whose parent ceases to meet the eligibility criteria for the extended 15 hours the child's placement will continue to be funded for the extended 15 hours until the grace period end date as detailed below:-

Date Parent/Carer receives ineligible decision on reconfirmation:	Grace Period End date:
1 January – 10 February	31 March
11 February – 31 March	31 August
1 April – 26 May	31 August
27 May – 31 August	31 December
1 September – 21 October	31 December
22 October – 31 December	31 March

I understand that the extended 15 hours will not be funded beyond the grace period end date. If I fall back into eligibility during the grace period, I also understand that my child's extended 15 hours beyond the grace period are subject to availability.

11. Notice Period and Transfer of Entitlement

As the parent/carer/guardian of the above named child I understand that;

I shall be entitled to move my child from the above named childcare provider to a new childcare provider, providing I give at least [] **weeks written notice** of my intention.

Where the required written notice **has been given** there **will be no transfer of EEF** entitlement for the current term to a new childcare provider. Funding will only be made available from the start of the next term.

12. Accessing EEF Entitlement Across Multiple Childcare Providers

A Parental Agreement must be completed at each childcare provider where your child claims their EEF entitlement. Your child can attend a maximum of two childcare sites in a single day. If your child attends more than one childcare provider, the EEF entitlement will be split between the childcare providers in line with the information recorded in each Parental Agreement.

Does your child take up any EEF hours at any other childcare provider? YES / NO

If yes, please complete the following for the other providers that your child is accessing their EEF entitlement hours.

Childcare Provider/School Name:	Universal 15 Hours		Extended 15 Hours	
	Per Week	Per Year	Per Week	Per Year
Total Hours Across All Other Providers				

Note: the total number of EEF hours in Section 7 and Section 12 cannot exceed a maximum of 570 universal hours and 570 extended hours per year.

13. Declaration

I confirm that the information I have provided above is accurate and true. I understand and agree to the conditions set in this document.

I authorise this childcare provider/school to claim Early Education Funding as agreed above on behalf of my child.

In addition I also understand and agree that:

- The information I have provided can be shared with Lancashire County Council (LCC) and Department for Education, who will access information from other government departments to confirm my child's eligibility and enable this childcare provider to claim Early Years Pupil Premium (EYPP) or Disability Access Fund (DAF) on behalf of my child.
- If I register my child at a childcare provider for 2 year old funding and my child is found not to be eligible, I understand that I will be liable for the full cost of the placement.
- For my child to receive the greatest benefit from the EEF entitlement, it is important my child's attendance is in line with the agreed hours detailed above. Whilst it is appreciated that absences may occur due to unforeseen circumstances, I understand that the childcare provider may report my child's absence, in accordance with the childcare provider's safeguarding policy.

Parent/Carer with legal responsibility		Childcare Provider
Name		
Address Line 1		
Address Line 1		
Address Line 1		
Postcode		
Email Address		
Telephone No.		
Signature		
Date		

14. Data privacy

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

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