



**People Directorate
Early Years' Service**

**Children's Centre
Service Agreement
2016-2017**

**Part One:
Core Specification and Certification**

Bristol City Council

and

.....Children's Centre

This Agreement is dated 1st April 2016.

Between:

(1) *Insert title of Children's centre* of *insert address of Children's Centre* (**the Provider**)

and

(2) The City Council of Bristol of City Hall, College Green, Bristol. BS1 5TR (**the Council**)

This Service Agreement is in two parts:

Part One: Core Specification and Certification

Schedule 1: Service Specification
Schedule 2: Charges and Payments
Schedule 3: Contract Management and Monitoring
Schedule 4: Certification and Agreement
Schedule 5: Contacts

Appendix One: Reach area map
Appendix Two: 2016/2017 Budget Summary

Part Two: Conditions of Contract and General Schedules April 2016

Schedule 1: Service Specification

1.1 Statutory definition of a Children's Centre

A Sure Start Children's Centre is defined in the Childcare Act 2006 as a place or group of places:

- which is managed by or on behalf of, or under arrangements with, the local authority with a view to securing that early childhood services in the local authority's area are made available in an integrated way;
- through which early childhood services are made available (either by providing the services on site, or by providing advice and assistance on gaining access to services elsewhere); and
- at which activities for young children are provided.

Early childhood services are defined as:

- early years provision (early education and childcare);
- social services functions of the local authority relating to young children, parents and prospective parents;
- health services relating to young children, parents and prospective parents;
- training and employment services to assist parents or prospective parents; and
- information and advice services for parents and prospective parents.

1.2 Children's Centre Core Purpose

Children's Centres must meet the requirements of all national guidance in respect of the Statutory Early Years Foundation Stage Framework and the Core Purpose of Children's Centres. The Core Purpose of Children's Centres is to improve outcomes for young children and their families, with a particular focus on families in greatest need of support, in order to:

- reduce inequalities in child development and school readiness
- improve parenting aspirations, self-esteem and parenting skills
- improve child and family health and life chances.

Further detail is available in the Sure Start Children's Centres Statutory Guidance.

1.3 Universal and Targeted Services

Children's Centres are funded to provide services for all the children under five years of age and their families living in the reach area. The reach area is detailed in the map attached at Appendix One. The Provider must make available universal and targeted early childhood services either by providing the services at the Centre itself or by providing advice and assistance to parents and prospective parents in accessing services provided elsewhere.

The Provider's family support staff must spend at least 60% of their total time as a team delivering targeted family support. This can include group support, 1:1 support and home visits.

All staff delivering family support services, including the family support leader, must receive regular supervision.

1.4 Priority Groups

'Priority groups' refer to the families who may be in most need of support and intervention.

The list of core priority groups below has been agreed by the Data Working Group (a task and finish group that remains a standing group which can meet as and when required) and these groups are considered to be priority groups in all areas of the city for 2016-17.

This list of priority groups will be reviewed on an annual basis drawing on data available from key partners.

- Two year olds eligible for free early education
- Teenage mothers
- Lone parents
- Children living in workless households
- BME children
- Children subject to a Child Protection Plan
- Children In Need
- Children Looked After

In addition The Provider may identify their own priority groups based on the needs within their particular reach area, e.g. Gypsy, Roma and Traveller families, refugee and asylum seekers.

The data and information related to priority groups should be shared with the governance of the centre with clear rationale and intended performance outcomes agreed on an annual basis.

1.5 Delivery of Service

The Provider must be open for a minimum of 48 weeks a year during hours to suit identified local needs, as evidenced by a written assessment of need in the local area which should be made available to the Local Authority representative during the annual conversation. The assessment should demonstrate the process of consultation, range and numbers of families consulted and planned response.

The reception entry point must be staffed for the entire opening hours of the Children's Centre.

The Provider may close for a maximum of eight days per calendar year as part of a clear framework for staff training/development. These eight days must be taken outside of the 48 weeks when the Centre is open. This will be reviewed for 2017-18.

The Provider must host its own website and update this at least quarterly.

The Provider must make a computer freely available for use by parents, with a booking system as necessary.

1.6 Family Services

The Provider must offer a menu of free family support at no cost to the families throughout the year. The menu must be informed by an evidenced assessment of need in the local area. The services must be provided in easily accessible venues throughout the reach area. A small charge can be made for additional services such as family film nights and baby massage so long as there is evidence that this does not disadvantage lower income families.

The menu of free family support must include:

- A delivery point for information, advice and guidance, including advice on benefits, debt, housing and employment/training opportunities
- Training and support for the development of skills for employment
- Targeted programmes to support families experiencing particular challenges such as domestic abuse, drug and alcohol abuse, depression and families on the edge of care
- Tailored programmes for priority groups
- Family services provided by the Children's Centre for all children accessing free early education for eligible two year olds at private, voluntary and independent early years settings within the reach area
- Evidence based parenting programmes e.g. Mellow Parenting, Incredible Years.

1.7 Health Services

The Provider must ensure that the following family services are available through the Children's Centre delivered in conjunction with key partners particularly the link health visitor for the centre:

- Implementation of the Healthy Child Programme available at <https://www.gov.uk/government/publications/healthy-child-programme-pregnancy-and-the-first-5-years-of-life>
- Staff training in health matters as appropriate for the role within the Children's Centre
- Joint support with health visitors for those identified as in need
- Joint integrated check carried out with health visitors for two year olds
- Support for parents to be
- Programmes to support early attachment and emotional development
- Targeted services for mothers experiencing post natal depression
- Integrated specialist speech, language and communication services (commissioned through the Health Service)
- Support for families with best practice in :
Accident prevention
Healthy eating and support with feeding behaviours

Dental health
Immunisations
Physical activity
Safe sleep practices
Healthy lifestyles e.g. cooking, exercise and smoking cessation

- Support for the implementation of the new city-wide UNICEF UK Baby Friendly Children's Centre standards for best practice in infant feeding available at http://www.unicef.org.uk/Documents/Baby_Friendly/Guidance/guidance_childrens_centre.pdf to include :
 - Welcoming mothers to breastfeed throughout the Children's Centre
 - Support for families with best practice in infant feeding
 - Support from staff for the World Health Organisation (WHO) code for the marketing of breast milk substitutes
<http://www.unicef.org.uk/BabyFriendly/Resources/Guidance-for-Health-Professionals/Writing-policies-and-guidelines/A-guide-for-health-workers-to-working-within-the-International-Code-of-Marketing-of-Breastmilk-Substitutes/>
- Training for all new and existing members of staff in the Baby Friendly Standards according to role and maintaining an up to date record of the training accessed by staff
- Completion of audits and the external assessment process as required by the Early Years Service, for example the annual Baby Friendly Standards audit.
- Attendance and contribution to the Early Years Health & Family Support Network.

1.8 Lead Teacher Responsibilities (refer to: Lead Teacher Job Description and Person Specification for further detail)

The lead teacher is a qualified, experienced, early years teacher who leads improvement in the quality of Early Years Foundation Stage (EYFS) provision and practice throughout the Children's Centre and its reach area. The lead teacher contributes to improving outcomes for children and families and to reducing inequalities in the Children's Centre and its reach area. The lead teacher is additional to the teachers included in the adult/child staffing ratios.

Lead teacher outreach funding is based on a formula derived from a number of factors including deprivation indices, network activity including continued professional development (CPD), support linked to the number of Private, Voluntary and Independent (PVI) settings, nursery and reception classes, nursery schools and childminders in the reach area and attendance at meetings with the Local Authority.

The Children's Centre budget will show a breakdown of the entitlement of early years settings in the reach area to support from the lead teacher.

The Provider's lead teacher is expected to:

General

- Provide support for planning and implementation of a high quality EYFS curriculum for all age groups within the Children's Centre and in early years settings in the reach area.
- Promote and support the understanding and active participation of parents and carers in their children's learning and development in the Children's Centre and in early years settings in the reach area.

In reach

- Establish and maintain effective systems for assessing and recording the progress of all children in the Children's Centre including children with SEN and those accessing provision for two year olds, ensuring that individual and group programmes appropriately meet children's learning and development needs.
- Contribute to the strategic direction of the centre including effective multi-agency working to promote strong partnerships within the local area.

Out reach

- Provide support to early years settings in the reach area to establish effective assessment and recording systems.
- Contribute to the professional development of early years practitioners in PVI settings, nursery classes, reception classes, nursery schools and childminders through advice, coaching and mentoring and provision of continuing professional development in the locality and reach area.
- Participate in and contribute to all lead teacher meetings organised by the Local Authority.
- Attend and contribute to locality network meetings to develop an area CPD programme to meet the needs of practitioners.
- Work in close partnership with the Local Authority and the Childminder Support team to ensure effective sharing of information about the support needs in PVI settings, nursery and reception classes and childminder settings.
- Liaise with the Childminding Support Team in order to provide support to childminders with practice issues or child protection concerns.

1.9 Childminders

The Provider must provide:

- Information on display which would be of interest to childminders e.g. childminding support and local training plans, the childminding newsletter and bulletins and practice development ideas from the childminding hubs and groups.
- Information on display to the public about how to become a childminder and about childminding as a career.
- Training and access to resources for childminders living within the reach area.
- A support group for childminders to attend facilitated and led by the lead teacher or by experienced staff from the Children's Centre under the guidance of the lead teacher.
- Information for parents about the different childcare options available including childminders.
- Support for families who wish to access childcare with childminders by referring these families to the Family Information Service, telephone 0117 3574192.
- The lead teacher as a named member of staff to be the link for all childminders living within the reach area.

1.10 Crèche provision

The Provider must provide a crèche (free of charge) to enable families to access targeted services such as the Freedom Programme and these crèches must be staffed by staff with a relevant Level 2 qualification in Early Years under the guidance of a member of staff with a relevant Level 3 qualification.

1.11 Services to be delivered with key partner settings within the reach area

The Provider must work in partnership with other early years settings within the reach area to identify gaps in services and then plan together the range of services to be made available to families with young children in the area.

The Provider must collate from schools and early years settings within the reach area all available service user data, including the completion of the Children's Centre registration form.

Where Children's Centre funding is allocated to a partner setting a written Service Level Agreement, drawn up by the Children's Centre with support from the Local Authority, should be in place which requires the use of eStart by the partner setting and sets out expectations of the partner setting regarding data collection and the evaluation of services.

The Provider should work in partnership with area social care teams and should provide a room free of charge for use by social care for contact visits, child protection case conferences and to enable support to be provided to foster carers. If a crèche for children under 5 years of age is required for the foster carer support sessions, the Children's Centre should provide the room and staffing for the crèche service free of charge. These room bookings should always be regarded as priority bookings and the written protocol (available from the Local Authority) detailing the booking arrangements must be adhered to. A member of the Centre leadership team who has

appropriate safeguarding training should be present on site at all times when a contact visit is being held in the Children's Centre.

1.12 Early Education for Eligible Two Year Olds

If a child does not meet the criteria for a placement, the Children's Centre will be given the details and will be expected to contact the family to offer the family support services that are available at the Children's Centre.

Children's Centres have a responsibility for all the children aged under five years of age that live within their 'reach area'. To ensure vulnerable children have access to appropriate services, the Provider will make contact with the families of the children who are accessing their two year old placement. This may be in a Private, Voluntary or Independent early years setting within the locality and the Provider must ensure family support activities are available and offered to the family to support improved outcomes.

1.13 Assessment of children from birth to three years of age

1.13.1 Bristol City Council is committed to introducing a universal assessment for children from birth to 4 which is rooted in EYFS Development Matters. The assessment will help to account for the effective use of the Council's funding for early years education for eligible 2 year olds. It will also contribute to the Integrated Check for children between 24-36 months and provide a summative assessment prior to children's transfer to school.

1.13.2 Bristol's use of the AcE assessment will remain optional as Bristol's universal EY assessment is introduced. AcE can continue to contribute to the Bristol's universal assessment model especially in relation to the characteristics of effective learning, personal, social and emotional development and communication and language development.

Until Bristol's EY universal assessment is introduced the Children's Centre may choose to continue using the AcE Management System supplied by the Council to complete and monitor assessment data, and to complete requests for AcE assessment data three times a year within the timescales specified by the Council.

1.14 Management Information

The Provider:

1.14.1 is required to collect performance management data relating to the take up (registration and participation)of universal and targeted services with particular emphasis on groups who might experience difficulties in accessing services.

1.14.2 is able to set its own definition of 'sustained involvement' and, if a definition is set, it must be supported by a clear written rationale to be agreed by the governance of the Centre and reviewed annually.

- 1.14.3 is also able to set its own definition of ‘meaningful contact’ and if a definition is set, it must be supported by a clear written rationale to be agreed by the governance of the Centre and reviewed annually.
- 1.14.4 must use the eStart system to collect data regarding the take up of services in accordance with all aspects of the eStart Protocol and must:

Recording

- Enter details of families newly registered with the Children’s Centre within two weeks of completion of the registration / membership form
- Enter details onto eStart of all families who have returned a completed registration form to the Children’s Centre, irrespective of which reach area the family lives within
- Enter details of family support event attendance within one month of the service being accessed
- Enter details of childcare being accessed on a quarterly basis using the standard categories advised by the Council
- Run reports from eStart relating to data entered in order to facilitate service review and strategic planning

Maintaining records

- Update family records as soon as the Children’s Centre is made aware of any changes in circumstances
- Make the record for any family who have not accessed services for two years inactive
- Respond to requests from the Local Authority in order to maintain and improve quality of data

Training

- Ensure that all relevant staff are able to access eStart training and support
- Inform the Council when eStart accounts are no longer required due to staff changes
- Manage their training needs in terms of new staff and succession planning
- Arrange for relevant staff to attend eStart forums and establish mechanisms for feedback/reporting to senior leaders

Security

- Ensure all staff are familiar with Data Protection Act principles through provision of regular training
- Maintain confidentiality of individual user passwords making sure these are never shared
- Ensure information is shared securely and appropriately within the setting, with the Council and external partners
- Have relevant data security policies which are reviewed on an annual basis

- 1.14.5 must use the standard Children's Centre short registration form and membership form produced by the Children's Centre Performance Management Working Group. Children's Centres may add additional text to the membership form and personalise it for Children's Centre use.
- 1.14.6 must support families with the completion of the membership form within six weeks of a service being accessed. Children's Centres will make available on their website a link to the short registration form.
- 1.14.7 The Council will provide a Children's Centre Data Pack annually. Section A will be pre-populated with priority group data for each Children's Centre reach area (as per the core list detailed in 1.4). The Provider will be responsible for collating their own baseline data in respect of any additional priority groups or families who might experience barriers in accessing services in order to demonstrate engagement levels.
- 1.14.8 The Provider will complete and monitor Section A of the Children's Centre Data Pack quarterly using information from eStart.
- 1.14.9 The Council will provide a quarterly summary of eStart statistics which the Provider will analyse for trends and identification of relevant action to be taken. Children's Centres can supplement this with their own local analysis.
- 1.14.10 The Provider must complete all requests for statistical and monitoring returns within the timescales specified by the Council.
- 1.14.11 The Provider should use The SOUL Record (Soft Outcomes Universal Learning published by Norwich City College of Further and Higher Education) as one tool to measure soft outcomes. If SOUL is not used in the Children's Centre there must be an alternative robust system in place for producing hard data about improvements in soft outcomes for families. Free training and materials will be provided by the Council to enable staff to use The SOUL Record
- 1.14.12 The Provider will be expected to make use of data provided by the Council under information sharing arrangements e.g. new birth and mover in details, details of all children under five living within the reach area, children known to social care, families of offenders being supported by Barnardo's, children attending other early years settings within the reach area to support the recording of lead teacher support, data about parents of two year olds potentially eligible for free early education and details of young mothers attending The Meriton. This data is shared to enable Children's Centres to make contact with families in the reach area in partnership with other agencies such as health visitors as appropriate and to improve outcomes for children and their families. All new and revised information sharing protocols must be signed by the Children's Centre before any data will be shared with the Centre.

1.14.13 The Provider must only use the data provided by the Council for the purposes specified within the Children's Centre Service Agreement, the attached schedules and associated information sharing protocols.

1.14.14 The Provider will be expected to ensure that all data, in particular personal / sensitive information, is held and destroyed securely, that data is only accessible to those who need it and for only for as long as is needed.

1.15 Financial Requirements

The Provider must:

1.15.1 maintain separate accounts to that of the main budget to keep a record of the use of all Children's Centre funding under this agreement or ensure it is clearly identifiable within the main accounts and adhere to all applicable financial regulations.

1.15.2 satisfy the Council that proper financial accounting systems and practices are in place in order that assets and interests are effectively safeguarded against losses, and a high level of public confidence in the integrity of financial administration is maintained. Ensuring proper segregation of duties is observed in the allocation of accounting duties, the main accounting system provides complete and accurate data for production of annual accounts and financial returns and that system functions, interfaces and control procedures are fully documented.

1.15.3 present a copy of its audited or verified accounts to the Council's Representative as soon as available at the end of its financial year, and no later than six months from the end of the Children's Centre's accounting year to which they relate.

1.15.4 prepare a budget no less than quarterly for the overall organisation and any associated services. Procedures should be in place which enables the governors/trustees/managers to undertake their legal obligation to monitor and report income and expenditure on a regular basis that is no less than quarterly.

1.15.5 ensure that all funding is used exclusively for the purposes described in this Agreement.

1.15.6 maintain a clear and unambiguous audit trail and full records.

1.15.7 keep a record of all expenditure on the Children's Centre and all appropriate invoices and retain receipts for at least six years after the end of the Agreement period. Records must be made available at all times for audit or inspection by auditors or officials of the Council, or other authorised body.

1.15.8 show in the financial records what, whom, why and how funds were paid in the provision of the services.

1.15.9 comply with any specific or general direction of the Council in relation to the regulation of monies arising under this Agreement.

Schedule 2: Charges and Payment

2.1 CHILDREN'S CENTRE FUNDING

2.1.1 The Children's Centre funding formula is reviewed annually. It uses population estimates produced by the Office of National Statistics, on an annual basis, and the Income Deprivation Affecting Children Indices (IDACI), which is updated every three to four years.

2.1.2 Targeted core funding is per child under the age of five living within the reach area of the Children's Centre. The value attributable to each child is weighted by the deprivation ranking of the Lower Super Output Areas (LSOAs) they live in.

2.1.3 Targeted Core Funding Table of rates for 2016/17:

Lower super output areas within the:	Rate per child
0-10% Most Deprived Nationally	£303
10-20% Most Deprived Nationally	£184
20-30% Most Deprived Nationally	£166
30-40% Most Deprived Nationally	£138
40-50% Most Deprived Nationally	£93
50-100% Least Deprived Nationally	£52

2.1.4 Outreach lead teacher funding is based upon the number and type of providers within the reach area.

2.1.5 An allocation of funding is given for in-reach lead teacher time. All Children's Centres receive the same amount of funding.

2.1.6 Funding is allocated to cover a contribution to the majority of overhead costs relating to Trading with Schools. Overheads covered by this funding are detailed on the budget sheet. Children's Centres do not have to source these services from Trading with Schools.

2.2 THE FUNDING STATEMENT

Funding statements showing reach, levels of deprivation and applicable funding are sent to all Children's Centres at two points of the year. An 'Indicative Budget' statement is provided by the end of February to allow Children's Centres to plan for the coming financial year; this is followed by a confirmation of Final Budget when Bristol City Council's People Directorate budget has been agreed. The Final Budget is attached at Appendix Two.

2.3 BUDGETARY

- 2.3.1 The Provider must prepare a balanced budget for the Children's Centre to be submitted to the Council for agreement by the 31st of May (by the 31st March in the case of Academies).
- 2.3.2 Any recharges to the Children's Centre budget must have clear written rationale and include background information relating to associated costs with supporting evidence explaining the reasons for these recharges.
- 2.3.3 The budget must be signed and authorised by a duly authorised member of the Children's Centre and/or such other person as the Council reasonably requires.
- 2.3.4 At the end of each quarter (or with such frequency as the Council may reasonably otherwise request), the Provider shall complete and submit to the Council a Budget Monitoring Report in such format as the Council specifies. The Budget Monitoring Report should be emailed to schoolbudout@bristol.gov.uk
- 2.3.5 For all Children's Centres that use Bristol City Council finance systems, the Council may withdraw financial decision making powers should the Provider fail to provide the requested budget monitoring reports within the given timescales.
- 2.3.6 Each Budget Monitoring Report shall, unless otherwise specified by the Council, include the following information:
- (a) a report in respect of the budget for the preceding quarter, including details of actual expenditure incurred and how that corresponds to the budget;
 - (b) a projection in respect of the budget for the remainder of the financial year, including details of anticipated expenditure and how that corresponds to the budget;
 - (c) information regarding any difficulties encountered by the Children's Centre in meeting the budget for the preceding quarter, including an explanation of any overspends or underspends against the projected budget for that quarter;
 - (d) any other reasonable information regarding the budget that the Council requires.
- 2.3.7 Each Budget Monitoring Report must be signed and authorised by a duly authorised member of the Children's Centre and/or such other person as the Council reasonably requires.
- 2.3.8 In relation to all matters regarding the funding and the budget (including but not limited to completing the Budget Monitoring Reports and Invoices) the Provider shall use recognised methods for calculating the full cost of delivering the Services, in accordance with the Council's policy on full cost recovery (as updated from time to time).

2.3.9 The Provider shall ensure that the salary costs or activities funded wholly or partly by the funding correspond to posts or activities that are directly related to or part of the services.

2.3.10 The Provider shall inform the Council as soon as reasonably practicable of issues that may potentially have a material impact on the budget and/or funding (including but not limited to any potential overspend or significant underspend).

2.3.11 In the event that:

a) an underspend or overspend against the projected budget is identified through a Budget Monitoring Report; and/or

b) a potential significant overspend or a potential significant underspend is identified (whether through a Budget Monitoring Report or otherwise),

then:

c) the Provider shall provide the Council with an explanation for such event; and

d) the Provider will submit a five year plan to address the deficit budget and will submit monthly outturns to the Council; and

e) the Council may, at its absolute discretion, take any of the following action:

(i) impose a variation to the budget and/or funding; and/or

(ii) take any other such action as it deems necessary to achieve reconciliation with the projected budget.

2.4 The Council shall give as much notice as is reasonable in the circumstances before taking any action under clause 2.3.11(e).

2.5 For the avoidance of doubt, any action by the Council pursuant to clause 2.3.11 e) may result in a reduction to the budget and/or funding.

2.6 The Provider shall keep full, accurate, written records and accounts detailing the costs, expenditure and income relating to the Children's Centre. These shall be separate from the Children's Centre's other accounts or at least clearly identifiable within the Accounts.

In the case of Children's Centres which are not part of the Local Authority, clauses 2.7. to 2.9 inclusive shall apply:

2.7 The Provider shall ensure that:

- all its accounts are kept in accordance with good accountancy practice; and
- it keeps proper accounts in permanent form. The Provider must arrange for these to be audited annually by a person who is a member of a recognised accountancy body.

2.8 When the annual value of the funding is:

- less than £90,000, the accounts must be audited by: (i) an independent person who is member of a recognised accountancy body; or (ii) an independent person, whose identity has been approved in advance in writing by the Council.

- greater than £90,000, the accounts must be audited by an independent qualified auditor.

2.9 The Provider shall provide to the Council's Representative:

- a copy of the audited accounts;
- evidence that the accounts have been audited in accordance with clause 2.8 and
- a copy of its approved annual reports, as soon as reasonably practicable and in any event no later than six months from the end of the Children's Centre's accounting year to which they relate.

2.10 PAYMENT

2.10.1 Within 30 days of submission of a balanced budget and subsequent Budget Monitoring Reports in accordance with the requirements of clause 2.3 the Council shall, subject to clauses 2.3.9 and 2.3.10 pay to the Children's Centre the amount of funding set out in the budget for the forthcoming month (for the avoidance of doubt, the payment of the funding is therefore monthly in advance). In the case of Children's Centres which are not part of Bristol City Council, these payments shall be quarterly.

2.10.2 Without prejudice to any other remedies it may have under this Agreement, the Council may withhold payment of some or all of the funding in any of the following circumstances:

- any failure by the Children's Centre to provide the services in accordance with the terms of this Agreement;
- any failure by the Children's Centre to provide information to the Council in accordance with its obligations under this Agreement and/or
- any failure by the Children's Centre to comply with its obligations under Part Two Conditions of Contract and General Schedules

2.10.3 The Provider shall establish a system for billing electronically to and from the Council either by joining any arrangement set up by the Council or by establishing a system that is seamlessly compatible with it. The Provider shall set up such systems at its own expense and shall be responsible for ensuring that such systems operate reliably and securely.

2.10.4 The Council may retain or set off any sums owed to it by the Children's Centre that have fallen due and payable against any sums due to the Children's Centre under this Agreement.

2.10.5 The Provider shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Children's Centre has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Children's Centre.

2.10.6 If, upon expiry of the Contract or upon termination of the Agreement, there is an underspend or an overspend by the Children's Centre against the projected budget, then:

- a) in the case of an overspend, the Provider shall repay within 30 days; or
- b) in the case of an underspend, the Council shall recoup the amount of such underspend.

Schedule 3: Contract Management and Monitoring

3.1 REPRESENTATIVES

3.1.1 The Council's Representative: Sally Jaeckle, Service Manager Early Years.

3.1.2 The Children's Centre Leader.

3.2 MEETINGS

3.2.1 All Children's Centres will have an Annual Conversation which will take place between September and the end of December. Children's Centre visits will then be prioritised in inverse proportion to success, to reflect priorities arising from, for example, OFSTED inspections or improvement plans.

A member of the Governing Body or Board of Trustees will be expected to attend and contribute to the Annual Conversation.

3.3 REPORTS

3.3.1 The Provider will be expected to submit to the Local Authority the following documents:

- Children's Centre Self Evaluation Form
- Written assessment of need in the reach area (refer to 1.5 in this Agreement)
- Children's Centre Improvement Plan
- Family Services Plan (if separate from the Children's Centre Improvement Plan)
- Children's Centre Data Pack completed Section A
- Minutes of the governing body/trustee meeting at which this Agreement was discussed and agreed.

3.3.2 All of the above should be updated at least annually and submitted to the Local Authority ahead of the Annual Conversation visits.

3.3.3 The Provider shall complete and present to the Council budget monitoring reports, in the requested format, authorised by the management committee, or the board of trustees or equivalent, on a quarterly basis, unless requested more or less frequently by the Council's Representative.

3.3.4 The Council may wish to see a number of financial records including all or any of the following:-

3.3.4.1 Cash book with up to date balances and references to appropriate invoices/vouchers

- 3.3.4.2 Reconciliation between the Cash Book and the Bank Statement
 - 3.3.4.3 The Children's Centre's cheque book, with completed stubs
 - 3.3.4.4 Invoices/vouchers
 - 3.3.4.5 Separate petty cash record with a running balance.
 - 3.3.4.6 Financial information electronically recorded.
- 3.3.5 If any breach of this Agreement takes place as identified through the Children's Centre Annual Conversation then the Council Representative will initiate a local authority support plan in order that the Centre will receive increased levels of support and challenge to accelerate its progress.

Schedule 4: Certification and Agreement

- 4.1 Bristol City Council agrees to award the funding set out at Appendix 2 to the Provider for the period 1st April 2016 to 31st March 2017, subject to continued satisfactory performance and the terms and conditions of this contract. This Service Agreement comes into effect from 1st April 2016.
- 4.2 This Certification and Agreement incorporate the terms of Part 2 of this Service Agreement, Conditions of Contract and General Schedules.
- 4.3 The Provider has agreed to provide the Service in accordance with this Agreement.
- 4.4 The Provider will present this Agreement to a full Governing Body/Board of Trustees meeting for discussion and approval.
- 4.4 The Provider shall ensure that all monies awarded under this Agreement are spent wholly and exclusively on the Service as defined in this Agreement.
- 4.5 Providers in the Voluntary, Community and Social Enterprise Sector have agreed to comply with Bristol City Council’s Baseline Standards available at www.bristol.gov.uk
- 4.6 The Council shall monitor all aspects of the performance of this Agreement.
- 4.7 This Agreement shall be legally binding on both parties and sets out clear expectations of the services to be provided.

AS WITNESS the signatures on behalf of the parties hereto that **this Certificate** is a correct record of the Agreement reached between the parties.

<p>On behalf of the Provider:</p> <p>Name.....</p> <p>Signed.....</p> <p>Date.....</p> <p>Position in the Organisation.....</p>
<p>On behalf of the Council:</p> <p>Name. SALLY JAECKLE (Service Manager)</p> <p>Signed.....</p> <p>Date.....</p> <p>(Authorised Officer)</p>

Schedule 5: Contacts

Until notified otherwise, the contacts for this agreement are:

For the Council:

Name	Sally Jaeckle, Service Manager Early Learning
Address	People Directorate Bristol City Council Bristol Education Centre Sheridan Road Bristol BS7 0PU
Telephone	0117 37 73227
E-mail address	sally.jaeckle@bristol.gov.uk

For the Provider:

Please insert contact details below

Name	
Address	Bristol
Postcode	BS
Telephone	0117 9
E-mail address	

List of Appendices

Appendix One: Reach area map

Appendix Two: 2016/2017 Budget Summary