



Armidale & District Family Day Care Ltd

95 Faulkner Street (PO Box 951)

Armidale NSW 2350

Ph: 02 6772 5300

Email: afdc@optusnet.com.au

ARMIDALE & DISTRICT FAMILY DAY CARE /EDUCATOR AGREEMENT

This agreement is between Armidale & District Family Day Care Ltd and

Address:.....ph:.....email:.....

Terms of the agreement

This agreement has been established or renewed for the period of one year unless Armidale & District Family Day Care Ltd (hereafter AFDC) or the Educator seek to terminate the agreement earlier.

Educators registered for the first time agree to formal reviews three months and then six months after registration.

At the end of each annual registration period the Educator needs to apply for re-registration.

Registration will be renewed if their service meets the National Quality Standard and complies with the National Regulations and Law.

Nature of the agreement

Although registered with AFDC, the Educator is self-employed and as such is responsible for decisions related to the conduct of their business (i.e. setting hours of operation, setting fees for service, accepting enrolments) and for the maintenance of financial and all other records, for the payment of tax and superannuation.

Authority to conduct business

The Educator is contracted to provide a quality education and care service for up to 4 children under school age and 3 children of school age per day. This number includes their own children up to the age of 13. Children must be enrolled with AFDC and a contract between each family and AFDC must be established before care can commence.

Provision of service

As a registered Family Day Care Educator, the Educator has a duty of care to maintain a clean, safe care environment. The Educator also has a fundamental obligation to ensure that:

- a) The health and welfare of each child is protected.

- b) Each child is provided with a range of activities and experiences which are designed around their interests and developmental needs.
- c) Each child's physical needs, for food, drinks and rest are provided for through regular routines.

Obligations of the provider

Armidale & District Family Day Care Ltd agrees to:

- Provide a comprehensive induction to prepare the Educator for their role
- Provide assistance and advice about setting up and running a Family Day Care business
- Maintain regular home visits supplemented by phone and email support
- Maintain an emergency contact number for after -hours support
- Refer families to the Educator for placement as vacancies occur
- Submit CCMS attendance records and process payment advices fortnightly. Provide Payment Summaries quarterly (upon request) and annually.
- Offer CCB and CCR administration and support
- Assist the Educator in the pursuit of any bad debts.
- Mentor Educational Program and Practice
- Maintain a resource and professional reading library to support practice
- Organise professional development to enhance the Educator's skills
- Facilitate weekly play sessions
- Promote and advertise Family Day Care as a quality child care option
- Organise Relief Care if available. *(AFDC recognises that, as a self- employed contractor, the Educator has the right to decide to sub-contract services to a suitably qualified and registered Relief Educator).*
- Distribute information and updates related to current early childhood issues.
- Provide regular networking opportunities
- Provide opportunities for the Educator to give feedback and to review, comment on and assist Staff to amend AFDC policies/procedures and practices
- Provide opportunities for the Educator to participate in the management of AFDC through membership of AFDC's Board of Directors

Obligations of the educator

The following obligations are detailed in the Regulations, Law, Standards and in Armidale & District Family Day Care Ltd's Policies. It is recommended that Educators:

- *read and become familiar with AFDC policies*
- *use the provided index to access relevant clauses in the Regulations*
- *refer to AFDC policies, Regulations and Standards when they have a question about practice and procedure and*
- *seek clarification from AFDC staff if the information they seek is not readily available.*

With regard to qualifications and professional conduct

The Educator agrees to:

- Complete formal qualifications through a Recognised Training Organisation to at least Certificate III level. *Educators must demonstrate they are actively working toward their qualifications by supplying transcripts of their results for course units as they completed or at least every three months.*
- Re-apply for a Working with Children Check through the Office of the Children’s Guardian every 5 years
- Ensure that all household members (including those visiting for more than 3 weeks) apply for volunteer Working with Children Checks.
- Undertake an ACECQA approved First Aid, Asthma and Anaphylaxis course every three years. (recommended course code HLTAID004) and update their CPR annually if required.
- Abide by the National Regulations, Law and Standards
- Abide by all AFDC’s policies, practices and procedures
- Commit to ongoing professional development by attending a total of at least 8 hours relevant training opportunities per year, organised or recommended by AFDC.
- Develop a Quality Improvement Plan for their service, reflecting, self-assessing and setting goals
- Take care of their own health and to inform AFDC of any health issue that may affect their ability to perform their role.

With regard to children

The Educator agrees to:

- Act as a Mandatory Reporter if they suspect a child is at risk of significant harm.
- Ensure children are supervised at all times.
- Ensure that children only leave the Educator’s service with a person authorised to care for/pick up the child.
- Use positive behaviour guidance and interact positively with all children at all times
- Abide by ADFC’s Excursion Policy when transporting children in care.
- Role model sun safety, health and hygiene practices.

With regard to Families

The Educator agrees to:

- Maintain a collaborative partnership with families to assist children to settle into care
- Maintain confidentiality of family information
- Provide families with feedback, written and verbal, about the child’s day, their play interests and development
- Encourage families to share thoughts, ideas and concerns and to ask questions related to their child’s care.
- Seek family permission for each child’s participation in routine and non-routine excursions
- Demonstrate respect for family and community diversity.

With regard to Armidale & District Family Day Care Ltd/Colleagues

The Educator agrees to:

- Act professionally and ethically at all times in accordance with AFDC’s Code of Conduct Policy and Early Childhood Australia’s Code of Ethics.
- Abide by these codes in all forms of communication, including social media.
- Promote AFDC as a quality child care provider to the community and avoid comment that may damage or slander AFDC.
- Maintain a collaborative partnership with the Coordination Unit and their assigned Coordinator.
- Maintain confidentiality in accordance with AFDC’s Confidentiality Code.
- Notify AFDC of any proposed structural change to their home which is likely to impact on service provision.
- Attend forums or contribute ideas and feedback to develop and promote the whole service.
- Care for books and resources borrowed from AFDC and bear the agreed cost of any damage or loss.

With regard to the care environment

The Educator agrees to:

- Maintain a clean, safe care environment in line with the National Regulations, Law and Standards (**refer to the Educator’s Workplace Safety Self-Evaluation**).
- Undertake a Daily Safety Check of the care environment prior to children arriving for care.
- Organise repairs and upgrades to the care environment as required
- Consider the aesthetics and appeal of the care environment
- Maintain a well -stocked First Aid Kit.
- Maintain an operating telephone (land line or mobile)
- Display required Service Information, Registration Certificate, CPR, Emergency Evacuation Plan and description, Health Plan if necessary, Program and Routine, Nappy Changing and Hand Washing charts, Emergency Contact Numbers
- Ensure their vehicle is regularly serviced and inspected and that anchor points and child restraints are checked annually, by an authorised fitting station, if the car is used to transport children in care.
- Maintain a smoke free environment.
- Have fire- fighting equipment checked in the care environment every 6 months.
- Practice an emergency evacuation with all children every three months
- Ensure pets and animals are kept in separate area to the care environment
- Avoid using equipment such as lawn mowers, brush cutters, whipper snippers, electric saws, exercise bikes or irons whilst children are in care

With regard to Educational program and practice

The Educator agrees to:

- Ensure the educational program contributes to the following outcomes:
 - a) Each child having a strong sense of identity
 - b) Each child feeling connected to their world and being able to contribute and have input
 - c) Each child having a strong sense of wellbeing

- d) Each child being a confident and involved learner and
- e) Each child being an effective communicator.
- Document the educational program, children's responses to the program and each child's developmental needs and interests.
- Provide families with access to documentation about the program and the opportunity to have input into the program.

With regard to compliance

The Educator agrees to

- Report all serious incidents (that require medical, hospital or dental treatment) AFDC within 24 hours
- Report any incidence of illness affecting themselves, their family members, household residents or children in care to AFDC.
- Complete risk assessments prior to excursions, annually in the case of routine excursions (unless the venue or circumstances change) and the day before any non-routine excursion.
- Send original medication authorisations ,sleep monitoring charts, minor accident reports, disclaimers ,permission notes and notifications to AFDC when complete.

With regard to their business

The Educator agrees to:

- Exhibit a professional and ethical approach toward clients and their business
- Maintain a current Public Liability Policy providing coverage of at least \$10,000,000.
- Ensure attendance records are appropriately completed and signed
- Maintain records of any visitors to the service.
- Refer to AFDC and provide AFDC's contact details as well as their own in any promotion of their service.

Medical condition or incapacity/Health

Prospective Educators are required to have a medical check prior to registration.

Registered Educators have an obligation to maintain a level of health and fitness required to fulfil their active role and to keep AFDC informed of any changes to their health status that may impact on their ability to perform that role. Further medical checks may be required under the following circumstances:

- after an operation, lengthy illness or maternity leave
- annually, following the diagnosis of a medical condition for which the educator is prescribed medication or required to have regular health check-ups.

Suspension by provider

Suspension of this agreement may occur if the Educator:

- fails to provide a standard of care acceptable to the service (there is a three- month probation period) or
- does not abide by any aspect of this agreement, the accepted code of conduct, AFDC policies, the National Regulations, Law or the National Quality Standard.

Please refer to the De-registration of an Educator from the Register Procedure

Immediate termination by provider

This agreement will be terminated **immediately** if the Educator:

- is convicted of a notifiable offence related to a child protection issue
- breaches State or Federal laws regarding the safety of children
- fails to comply with an obligation under the National Regulations/ Law or Standards
- fails to maintain areas of the home used for Family Day Care according to the requirements of the National Regulations, Law or Standards.
- uses corporal punishment or verbally abuses a child in care
- steals from Family Day Care staff, colleagues or clients
- physically or verbally abuses AFDC staff, colleagues or clients
- is found to be under the influence of unlawful drugs or alcohol when there are children in care.
- If a person normally living in an Educator’s home is convicted of a notifiable offence
- If a person normally living in an Educator’s home abuses a child physically or verbally or seriously humiliates, frightens or threatens a child in care.

Termination by provider on notice

AFDC will provide verbal and written notification to the Educator stating the reasons for de-registration. Families of all children enrolled with the Educator will be notified and offered alternative care with another registered Educator

Termination by educator on notice

The Educator needs to provide AFDC (and enrolled families) with at least 14 days written notice prior to closing their service. In accordance with Regulations 178 (1) and 179, the Educator must return the following documents to ADFDC:

- child assessments or evaluations for the delivery of the educational program as set out in Regulation 74
- incident, injury, trauma and illness records as set out in Regulation 87
- medication records as set out in Regulation 92
- children’s attendance records as set out in Regulation 159
- child enrolment records as set out in Regulation 160
- the record of visitors to the family day care residence or approved family day care venue as set out in Regulation 165
- any unused forms with the Service’s logo
- the set of Service Policies they received on registration

- any toys and resources which they have on loan

Grievance processes

The Educator has a right to report any grievance to the Nominated Supervisor or Business Manager who can arrange mediation if required.

If the Educator feels their concerns have not been satisfactorily addressed, these concerns may be put in writing to the Board of Directors as per the **Complaint Handling Policy**.

An Educator facing de-registration, who feels their name is about to be unreasonably removed from the register, may appeal the decision by writing to the Board of Directors or the Department of Education and Community Services as per the **De-Registration of an Educator from the Register Procedure**.

General

With regard to variations of the agreement by AFDC, AFDC agrees to:

- Provide the Educators with four week's written notice of any changes to the hours of operation of the Coordination Unit
- Provide Educators and Families with two week's notice of any planned closure of the Coordination Unit e.g. Christmas/ New Year period.

With regard to variations to the agreement by the Educator, the Educator agrees to:

- Provide two week's written notice to AFDC and to families of their intention to change the days or hours operation of their service
- Provide four week's written notice to AFDC and families of their intention to make amendments to their fee schedule
- Provide two week's written notice to AFDC and families of any planned closure of their service.

With regard to AFDC's fees and charges, AFDC agrees to provide:

- Four week's written notice to the Educator of any changes to AFDC's Management Fee.
- Four week's written notice to the Educator of any changes to AFDC's Induction Fee

With regard to AFDC's fees and charges, the Educator agrees to:

- The payment of a one- off Educator Induction Fee payment as determined by AFDC's Board of Directors
- The payment of AFDC's hourly Management Fee as determined by AFDC's Board of Directors.



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Warranty

Educator's acknowledgement:

- I have read and understood this Agreement between myself and AFDC
- I have had the opportunity to seek independent legal advice.
- I have not been induced to make the Agreement.
- I will abide by my obligations as described in this Agreement.

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Educator's name & signature

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Date

.....

Nominated/Certified Supervisor's name & signature

Date:

.....

Business Manager's name & signature

Date