

## POLICY

### POLICY 39: EDUCATOR AGREEMENT TERMINATION OR SUSPENSION

#### OVERARCHING PERSPECTIVE:

**Perspective:** People and Process

**Policy:** Performance Management and Development

#### POLICY:

Our Village Family Childcare Service is committed to ensuring that a fair and equitable process for termination and/or suspension of Educators.

#### SCOPE:

This document applies to all Educators, Families and Coordination Unit Staff of Our Village Family Childcare Service.

#### RATIONALE:

To ensure that the most appropriate Educators are registered with Our Village Family Childcare Service and where termination or suspension is necessary, it is conducted in a fair and transparent way ensuring a natural justice process is provided.

#### PROCESS:

##### ***Termination of the Educator Agreement by the EDUCATOR***

An Educator wishing to terminate the Educator Agreement is required to give a minimum of two weeks notice in writing to the Manager and parents of children in care, unless exceptional circumstances arise and the termination must be actioned immediately.

Exceptional circumstances exist if:

- (a) the Educator is injured or ill
- (b) the Educator has a family member who is injured or ill
- (c) an unexpected event such as house fire, local bush fire or other emergency.

##### **Termination of the Educator Agreement by OUR VILLAGE FAMILY CHILDCARE SERVICE (see Educator Agreement)**

Our Village Family Childcare Service maintains the right to terminate the services of an Educator for;

- failure to provide a standard of education and care acceptable to the service,
- being in breach of Our Village Family Childcare Educators Agreement or
- practices implied in that agreement and/or the Education and Care Services National Act 2010 and Education and Care Services National Regulations 2011.
- In the event that a Working With Children Check or Criminal History Check reveals offences relevant to the provision of care and education of children, education

##### **PROCEDURE for termination of the Educator Agreement by the SERVICE**

Termination will usually not take place until a process of three warnings has been implemented. However, the service may immediately terminate the agreement or issue a First and Final warning if it is deemed warranted. The Educator will have the option of

having a support person present at any formal meeting that is held in relation to the termination process.

### **WRITTEN RECORDS**

Written records will be kept at all stages of discussions in the procedure. All Coordination Unit staff involved in the procedure are responsible for ensuring that this occurs. All participants must sign written records.

### **FIRST WARNING**

The object of the first warning shall be to endeavour to remedy the unsatisfactory situation for both the service and the Educator. The relevant coordinator will raise her/his concerns with the Educator. The concerns will be specific and examples of the breach of the Educator Agreement or practice will be cited verbally and in writing to the Educator.

The Educator will be informed verbally and in writing by the Co-ordinator of the period of time (not more than two weeks) within which the Educator must improve/rectify the area/s cited as causing concern and the steps which are to be taken to resolve the issues. If deemed appropriate, the Educator may be suspended pending to resolution of the issue (see suspension below).

The relevant Coordination Unit staff are to be involved in ensuring that the Educator has access to appropriate resources and information to enable her/him to meet the requirements of the service, for example, in-service training (either through internal or external agencies) physical resources (toys, equipment etc.) and/or access to information about general community services that may be of assistance as well.

At the expiration of the period mentioned in the first warning, the Educator, co-ordinator and Manager shall meet to review the Educator's situation against the standards and process previously agreed to. At this point the issue may be considered resolved, otherwise, further actions will be implemented.

### **SECOND WARNING**

If the initial concern has not been resolved and/or a new concern has arisen, the Educator may be issued with a further Second Warning. The same process for review will be used as above (see First Warning).

If at the end of this period, satisfactory progress has not been made a Final Warning will be issued.

### **FINAL WARNING**

If at the expiration of the period specified in the second warning the Educator has shown insufficient improvement the situation that has caused concern, the Educator will be required to meet with Manager and/or the Chief Executive Officer. At this meeting the situation will be reviewed and all issues discussed in a final attempt to resolve the problems causing concern. The Educator will not be given more than one week to comply with requirements of the service.

These requirements will be specified, in writing, to the Educator.

### **NOTICE OF TERMINATION**

If the final notice referred to above is not complied with to the satisfaction of the service, the Educator will be notified verbally and in writing by the Manager that the Agreement between

the Educator and the service will be terminated immediately. This notification will state the reasons for termination.

The parents of all children in care will receive verbal and written notification of termination from the Manager. Parents will be offered alternate care through the service, if and where vacancies exist.

### **PROCEDURE FOR IMMEDIATE TERMINATION (see Educator Agreement)**

The Educator Agreement may be immediately terminated should any of the following occur:

- Educator being impaired by drugs or using alcohol or illicit drugs whilst children are in care through the family day care service.
- Breach of the education and care services national regulations 2011 or any state and federal laws that pertains to the safety or wellbeing of the child, for example, failure to use appropriate safety restraints in a motor vehicle

The co-ordinator in conjunction with the Manager and the Chief Executive Officer will immediately terminate the Agreement. The Educator will receive verbal and written notification of the termination. This notification will state the reasons for termination.

The parents of all children in care with the Educator will receive verbal and written notification of the termination. Parents will be offered alternate care through the service, where vacancies exist.

### **APPEALING AGAINST IMMEDIATE TERMINATION OF AGREEMENT:**

An Educator who feels she/he has had their agreement unreasonably terminated may appeal to the General Manager Children, Youth and Families.

### **SUSPENSION OF AGREEMENT (see FDC Educator Agreement)**

Suspension of the Agreement will take place in any of the following instances:

- Where the Educator or any member of the Educator's household is subject to investigation by any state or federal authority in relation to matters which may affect the children in care and/or their families
- Where the co-ordination unit through the General Manager Children, Youth and Families may need to further investigate an issue or pass onto the Department Of Education and Early Childhood Development (DEECD) an issue for investigation

### **SUSPENSION PROCEDURE**

Suspension from the service will be until such time the Manager is satisfied that the issue is resolved and not prior to being notified, in writing, by the Educator and/or the Department of Education and Early Childhood Development that the matter which resulted in the suspension has been dealt with by the relevant authority and that returning the children to the Educator will have no adverse effects on them or their families.

### **APPEAL PROCEDURE**

An Educator who feels she/he has had their agreement unreasonably suspended may appeal to the General Manager Children, Youth and Families.

Educators should supply notice that they intend to appeal to the Sunbury Community Health General Manager Children, Youth and Families within five working days.

**DEFINITIONS:**


**REFERENCES:**

Education and Care Services National Regulations, 2011  
FDC Educator Agreement

**RELATED DOCUMENTS:**

Dealing with Complaints - 18  
Child Safe Environment & Child Protection - 7  
Visitors to the FDC Residences - 47  
Fit and Proper Assessment of FDC Educators, Assistants and Person Residing at the FDC Residences - 32  
Engagement & Registration of FDC Educators - 13  
Assessment, Approval and Re-Assessment of Approved FDC Residences - 2  
Drugs and Alcohol - 11  
Tobacco Smoke Free Environment - 27  
(SCH) Duty of Care Policy

*This box to be completed after final draft has been approved.*

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<b>Owner:</b>	Manager, Family Day Care	<p><b>Signed in accordance with Deed of Delegation:</b></p> <p style="text-align: right;">1/12/2016</p> <p>X </p> <hr/> <p>Marcus Bosch General Manager, Child, Youth &amp; Family Services Signed by: Marcus Bosch</p>	