

Gf – RELIEF EDUCATOR PROCEDURE

Effective from: 06 February 2018
Contact officer: Coordinator of Children's Services
Next review date: 18 months – 2 years
File Reference: 1825/29.5
Related Policies/Local Laws/Legislation:

- Children (Education and Care Services National Law Application) Act 2010
- Education and Care Services National Regulations 2011. CI169(a)(b)(c)(d)(e), CI 116, CI 153, CI 163
- National Quality Standard: 7.1
- Child Care Services Handbook – department of Education, Employment & Workplace Relations

Related Documents:

- ACECQA (2017) *Guide to National Quality Framework*
- ECA Code of Ethics
- Children's Services Philosophy
- A – Ethical Conduct Procedure

PURPOSE

Wingecarribee Family Day Care is responsible for maintaining a register of educators to meet the home based education and care needs of families, according to regulatory requirements and the scheme's policy and procedures.

The service provided by a registered educator may temporarily close from time to time to allow the educator to take annual leave, sick leave or other leave.

Educators are not entitled to charge fees for care while their service is closed. Parents are at liberty to access alternate care the whole of a booked care period, or refuse part booked hours without penalty, if the educator is unable to provide care for all of the booked care period.

Alternate care vacancies in the Service may be unavailable from time to time or may be difficult for parents to access due to location or other constraints.

Educators need opportunity to offer education and care services to families which:

- Cause minimal disruption to children's routines in a familiar environment during educator leave periods.
- Allow parents to access education and care places during educator leave periods.
- Allow them to minimise income reduction as a result of part day leave.
- Allow them to improve client satisfaction with their service.



Parents need opportunity to:

- Access consistent education and care during periods of educator leave to ensure they are able to meet their work and other commitments.
- Assess the suitability of relief care arrangements for their child.

The Service needs to:

- Ensure consistent education and care placements are available to families registered for care.
- Provide opportunity for educators to access leave while minimising loss of income and inconvenience to families.
- Comply with regulatory requirements in regard to location of children in care.

SCOPE

This procedure applies to:

Wingecarribee Family Day Care Educators (including Relief Educators) as Agents of the Approved Provider – Wingecarribee Shire Council.

All children and families accessing care with Wingecarribee Family Day Care.

DEFINITIONS

Relief Educator – Registers and complies with all Educator requirements under the Education and Care Services National Regulations and Wingecarribee Children's Services Educator Agreement, including Service Policy and Procedures. Under the definition of the Regulations they are Family Day Care Educators.

Primary Educator – The Educator who is requiring a replacement Educator whilst they are not available. The child's "normal" Educator.

PROCEDURE

1. Parent Responsibilities

- 1.1 Parents will satisfy themselves as to the suitability of relief care arrangements before completing a "Parent Consent to Relief Care Form" for relief care.
- 1.2 Parents complete a placement agreement prior to care commencing with the Relief Educator and pay appropriate fees to the Relief Educator as per the Service Fee Procedure. The notified hours may not necessarily be the same as the original booked hours with the primary educator, however fees will apply for all of the notified hours during the relief care period, including for absences from care.
- 1.3 Complete attendance records, provided by the relief educator, for their child during the care period.

2. Primary Educator Responsibilities



- 2.1** The Primary Educator must advise parents at enrolment, of the educator's intention to participate in the Services Relief Care Program, or if the child is already enrolled with the educator, when the Primary Educator completes an "Application to participate in the Relief Care Program".
- 2.2** The primary educator may only participate in the Relief Care Program if the Nominated Supervisor has acknowledged and approved their application to participate.
- 2.3** The primary educator must, prior to each occasion of relief care:
 - advise the parent of each child in their care of the relief care arrangements
 - provide opportunity for the parents of children in care to meet with the relief educator
 - provide notice of Relief Care to each family and confirm their consent in writing using the "Parent Consent to Relief Care Form" for each care period.
 - if the primary educator engaged the same registered relief educator (who is a relative of the primary educator on a regular basis), the primary educator may obtain signed parental consent when a child enrolls with the primary educator for a period of up to 12 months. In this instance, the primary educator must inform the parent of each child, of every occasion relief care is proposed to allow the parent an opportunity to consent or withdraw consent.
- 2.4** The primary educator must inform the coordination unit of the intention to utilise a Relief Educator prior to the care commencing (including the name of the proposed Relief Educator and the period of relief care) either by:
 - email, telephone or submit a Relief Care Notification Form
 - submit signed Parent Consent Forms for each child in care during the relief care period before relief care commences, or in the case of emergency relief care, as soon as practicable. Consent forms can be scanned and received by email
 - complete the Confirmation of Relief Care Form
- 2.5** The primary educator must not charge a fee for care for any child during the relief care period. All fees are to be charged by the Relief Educator.
- 2.6** The Primary Educator must negotiate care requirements, tasks required, and any monetary exchange arrangements directly with the Relief Educator, including duration of relief care period, hours of care provision, numbers of children in care during the relief care period and any additional needs of the children.
- 2.7** The Service shall not be responsible for, or enter into any dispute arising between the Primary Educator and the Relief Educator regarding payment for relief care services provided or not provided, or any cancellation of care arrangements.
- 2.8** The Primary Educator must ensure the Relief Educator completes an orientation of the education and care residence or venue as set out in the "Relief Care Application" including emergency evacuation procedures.



- 2.9** The Primary Educator may place her/his own children in care with the Relief Educator only if:
- the children are registered for care with the Service
 - vacancies exist in the education and care residence or venue (i.e. the maximum number of children in care at one time does not exceed regulatory requirements)
 - The Primary Educator is not working as an Educator in Family Day Care during that period
- 3. Relief Educator Responsibilities**
- 3.1** The Relief Educator will negotiate bookings for relief care directly with the **Primary** Educator and relevant families and will inform all parties of their requirements for:
- Placement Agreements
 - cancellation of booking (including any fees payable for cancellation)
 - fees charged by the Relief Educator and the manner in which this is to be paid
 - meetings with parents prior to commencement of relief care
 - orientation times including emergency evacuation procedures, the needs of children in care, duties to be performed, and services and equipment available.
- 3.2** The relief educator will display their Certificate of Registration in the education and care residence or venue, at all times during the relief care period.
- 3.3** The Relief Educator will ensure that they have and are covered by Public Liability as per regulatory requirements.
- 3.4** The relief educator will enter into a placement contract with each family for each child using their care during the relief care period.
- 3.5** The Relief Educator must charge the family at a rate no higher than the child's usual fee for care during the relief care period. They may not penalise families by charging a higher fee for this time. All families must be charged at the same rate.
- 3.6** A Relief Educator must not charge a parent of a child that does not consent to the relief care arrangements, or has agreed to use alternate care, or has refused care during the relief care period.
- 3.7** The Relief Educator will submit all attendance records to the Service under their CCMS ID. All government subsidies will be paid directly to the Relief Educator minus Service levies.
- 3.8** The Relief Educator must ensure parent's sign an attendance record on arrival and departure from the FDC residence or venue each day, receipt any parent payments made on the day of relief care, from the Relief Educator.
- 3.9** The Relief Educator must ensure all areas of the education and care residence or venue, meet Regulatory and Service requirements in regards to safety and supervision.



- 3.10** The Relief Educator is responsible for maintaining Work Health and Safety standards within the education and care residence or venue at all times during the relief care period.
- 3.7** During the relief care period the Relief Educator must undertake only those tasks normally associated with the provision of a quality education and care service, including complying with all state and federal legislative requirements and the Service policy and procedures, and maintaining quality education and care standards and practices, in accordance with The National Quality Framework. The Relief Educator may only undertake additional duties, requested or negotiated with the Primary Educator, outside of care hours.
- 3.8** The Relief Educator may only transport children in his/her vehicle if
- a parent/guardian of the child has signed a consent form in accordance with Excursion and Transport Procedure
 - the vehicle and car restraints comply with all legislative requirements as stated in Excursion and Transport Procedure
 - evidence of a current drivers licence, car registration and car insurance details have been supplied to the Wingecarribee Family Day Care Service.
 - the Relief Educator has conducted and documented a risk assessment regarding transporting children which has been approved by the Service.

Approved By:



Nick O'Connor
GROUP MANAGER CORPORATE AND COMMUNITY
06 February 2018

