# Early Childhood Language Program Funding Agreement

**Details**

**Department:** Department of Education and Training

Primary contact: <Name>

Address: <Department Address>

Phone: <Department Phone Number>

Email: <Department Email>

**Recipient:** <Approved Provider Name>

Primary contact: <Name>

Address: <Approved Provider Address>

Phone: <Approved Provider Phone Number>

Email: <Approved Provider Email>

**Funding Program** Early Childhood Language Program (**Program**)

* The Recipient is an Approved Provider of early childhood education and care services pursuant to Service Agreement no. INSERT between the Department and the Recipient (**Service Agreement**).
* The Recipient has been selected by the Department for this Funding as it is an Approved Provider that offers a four-year-old State-funded kindergarten program that has been assessed as a minimum of meeting the National Quality Standard (NQS) unless otherwise directed by the Department.
* This Early Childhood Language Program Funding Agreement (**Agreement**) is a legally binding contract between the Recipient and the Department.
* By signing and returning this Agreement by email to the Department, the Recipient will accept the offer of funding on the terms and conditions set out in this Agreement and the terms and conditions of the Service Agreement. Where any conflict exists between the terms and conditions of the Service Agreement and this Agreement, the terms and conditions of this Agreement shall prevail.

# PART A –General Program and Funding Details

1. **Program Details**

The Department is funding the Program to help children in a Victorian state-funded four-year-old kindergarten program get the best start in life by giving them the opportunity to learn in another language. Learning in a language other than English has many documented benefits for children’s language development.

The Program must be delivered in accordance with the terms and conditions of the Early Childhood Language Program Support and Implementation Guide. A copy of this guide can be found at: <https://www.vic.gov.au/early-childhood-language-program>.

***Alignment to the Victorian Early Years Learning and Development Framework***

The Program must also be delivered in alignment with the [Victorian Early Years Learning and Development Framework (VEYLDF)](https://www.vcaa.vic.edu.au/Pages/earlyyears/curriculumframework.aspx) and have a strong focus on learning and development outcomes for children. A copy of the VEYLDF can be found at: <https://www.vcaa.vic.edu.au/curriculum/earlyyears>. Children are to be encouraged to learn through exploration, communication, problem solving, and creating and constructing ideas through play, dance, singing, art, music and stories.

The Program will be delivered with an intentional teaching approach around experiences. This will focus on learning in another language, building vocabulary and understanding through doing and play.

Early childhood services will embed the Early Childhood Language Program in their four-year-old state-funded kindergarten program and in everyday learning and routines. For example, through transitions, routines and mealtimes during the day. These moments will provide an opportunity to embed understanding in another language.

***Language Session delivery***

The Program requires the Recipient to deliver ‘Language Sessions’. Language Sessions must be delivered weekly during each early childhood service’s usual four-year-old State-funded kindergarten program.

Face-to-face delivery time should be scheduled in a format that works best for the Recipient, the children and families, and the language teacher employed to deliver the Program.

***Planning and collaboration***

Planning for the Program must consider current knowledge, strengths, ideas, culture, abilities and interests of each child participating in the Program. The Program will be conducted collaboratively and in partnership with the other early childhood professionals in the service, to support continuity in the kindergarten program and in language learning.

The Recipient’s nominated supervisor or service director must ensure that the language teacher and kindergarten teacher have sufficient and regular time together to co-plan and embed the language program within the state-funded four-year-old kindergarten program.

***Professional development***

The Department will provide professional development for language teachers, early childhood teachers and educators delivering and/or supporting the Program, **free of charge** to the Recipient.

The professional development will provide a common understanding of appropriate language teaching methodology and pedagogical practices specific to children attending a four-year-old state-funded kindergarten program, and how to plan and deliver the Program in alignment with the VEYLDF.

The Recipient must reasonably commit to supporting language teachers, early childhood teachers and educators responsible for delivering and/or supporting the delivery of the Program to participate in ongoing professional development over the life of the program.

Occasionally, the Department may advise early childhood services to not deliver a weekly Language Session and instead use these hours to support the language teacher or kindergarten teacher to attend a professional learning event. In these scenarios, the Recipient is expected to make reasonable efforts to support their language teacher or kindergarten teacher’s attendance.

1. **Funding**

Funding for delivery of the Program is to employ a suitably qualified language teacher with proficiency in a language other than English to deliver the Program (unless otherwise directed by the Department). The language teacher must not impact the employment of, or terms and conditions for, existing teachers or educators.

The funding amount provided for each early childhood service is to contribute to the salary costs of their language teacher. The funding amount is outlined in this agreement under Part B, Section 1 – Funding Amount. The Recipient will use this funding to employ a language teacher at a level appropriate to their qualifications and experience, and in accordance with the relevant Laws.

Recipients that manage the Program across 10 or more early childhood services will also receive a Program coordination payment. The Program coordination payment will be calculated at 10% of the total amount of funding they receive for the early childhood services they manage in the Program. This amount will be outlined in this agreement under Attachment 1 – Detailed Breakdown of Funding for applicable Recipients.

The Recipient will be responsible for:

1. Advertising, recruiting, employing and managing a language teacher to deliver the Program; and
2. Managing the scheduling of Language Sessions, including across multiple early childhood services also in the Program (where applicable).
3. **Number of Language Sessions**

Each early childhood service has already been allocated a set number of Language Sessions (see Attachment 1 – Detailed Breakdown of Funding). These Language Sessions and the Program stream being delivered by the early childhood service determine how many hours a language teacher should be employed each week and how the Program should operate.

|  |  |
| --- | --- |
| **ECLP Stream** | **For every one Language Session** |
| **Learn Languages** | The early childhood service must employ their language teacher for 4.5 hours a week. The language teacher must use this time as follows: * 3 hours to deliver the language program to the children
* 1.5 hours of non-contact time to co-plan, develop resources and undertake professional learning.

The language teacher must be considered above-ratio for this entire time. |
| **Bilingual Kindergarten**  | The early childhood service must employ their language teacher for 18 hours a week. The language teacher must use this time as follows: * 12 hours to deliver the language program to the children
* 6 hours of non-contact time to co-plan, develop resources and undertake professional learning.

The language teacher must be employed above-ratio for this entire time. |
| **In-Ratio** | The language teacher must:* deliver the Program for 3 hours each week to the children. During this time, the language teacher must be employed in-ratio.
* be provided with 1.5 hours of non-contact time to co-plan, develop resources and undertake professional learning. During this time, the language teacher must be employed above-ratio.

To ensure the language teacher is working above ratio during their non-contact time, early childhood services may:* employ the language teacher for additional hours on top of what they already work
* employ a different staff member for additional hours to backfill the language teacher
* hire a casual relief teacher for 6 hours once a month to backfill the language teacher.

In addition to the above, the Department also provides funding to cover the salary cost of a new language teacher for an additional 25 hours of non-contact time. This is for the new language teacher to undertake the mandatory online early childhood language methodology course (approx. 15 hours to complete) and to work with a Quality Support Program mentor for 10 hours. |

1. **Other Funding Available**

The Program includes the following categories of funding:

1. Language teacher salary supplement
2. Language teacher travel supplement
3. Language teacher parental leave allowance

***Language teacher salary supplement***

Where the Recipient employs a language teacher at a salary cost higher than originally agreed with the Department that is outlined in Attachment 1 – Detailed Breakdown of Funding, an application can be made to the Department for a salary supplement to cover the additional salary costs.

These applications are considered by the Department on a case-by-case basis and evidence to support the application is required such as the enterprise agreement or award they are employed under, their salary level and a copy of their employment contract.

***Language teacher travel supplement***

Where a language teacher delivering the Program is required to travel between multiple early childhood services to deliver the Program (as negotiated between the Recipient and the language teacher), an application can be made to the Department for this travel supplement.

Travel from home to the early childhood service and/or travel from the early childhood service to home are not included in the travel supplement.

***Language teacher parental leave allowance***

Recipients that make a parental leave entitlement payment to language teachers employed to deliver the Program can apply to the Department for reimbursement of the parental leave payment. Recipients can claim reimbursement for up to 16 weeks paid parental and adoption leave, and up to one-week paid partner leave. The allowance is calculated on the number of hours the language teacher delivers the language program each week in an above ratio capacity.

Recipients and language teachers are advised to examine the full provisions relating to parental leave in the relevant agreements and awards to check that eligibility for parental leave is verified and that language teachers are paid the correct amount.

Early childhood services operated by non-government schools are not eligible for the parental leave allowance.

In addition to parental leave provided by the Department, paid parental leave may be offered by the Commonwealth Government. Visit [www.australia.gov.au](http://www.australia.gov.au/) for more information.

# PART B – Terms and Conditions of this Agreement

1. **Funding Amount**

The total funding amount for this Agreement is $XX,XXX (exclusive of GST).

A detailed breakdown of this funding is at Attachment 1 – Detailed Breakdown of Funding.

1. **Funding Period**

Funding is provided for the delivery of the Program for the period < DATE PERIOD>.

If additional funding for the Early Childhood Language Program is secured, there is an option for the Department to initiate and execute an extension of this agreement for an additional period of time in line with the new funding period. The Department and the Recipient will be required to negotiate any additional funding amounts beyond the original funding period set out in this agreement.

The maximum funding period that this agreement can be extended for is to <DATE>. After this time, the Recipient and the Department will be required to negotiate a new agreement.

1. **Funding requirements**

The Recipient must use the Funding to deliver the Program in accordance with any Program requirements outlined in Part A of this Agreement, and in accordance with the following conditions, each to the reasonable satisfaction of the Department:

* 1. **Early Childhood Language Program Support and Implementation Guide**
		1. In accordance with the terms and conditions of the Early Childhood Language Program [Support and Implementation Guide](https://www.education.vic.gov.au/Documents/about/programs/ECLP_Support_and_Implementation_Guide.pdf).
	2. **Maintain a State-funded kindergarten program and National Quality Standard (NQS) standard**
		1. The Recipient must always be in receipt of funding from the Department to deliver a State-funded four-year-old kindergarten program and maintain a minimum NQS standard rating ‘meeting’ during the Funding Period unless otherwise directed by the Department.
	3. **Employment**
		1. The employment of any staff to deliver and/or support the delivery of the Program must be in accordance with applicable Laws including Laws relating to industrial relations and employment, and health, and general safety and taxation.
		2. The length of employment offered to the language teacher for the delivery of the Program must be consistent with the Funding Period (that is, it cannot be greater than the funding period).
		3. Where existing employees are employed to deliver the Program, Recipient’s must ensure the ratio requirements are adhered to as outlined in Part A, Section 3 – Number of Language Sessions (unless otherwise directed by the Department).
		4. All employment offers must be made subject to the language teacher passing a language proficiency assessment that will be arranged and administered by a suitably qualified organisation on behalf of the Department.
		5. When a Recipient first joins the Program, they have 3 months to recruit a language teacher, with the option to negotiate with the Department for up to an additional 3 months. If the Recipient is unable to recruit a new language teacher within this period of time, they may be withdrawn from the Program, unless otherwise directed by the Department.
		6. If the language teacher leaves employment of the Recipient, the Recipient is required to recruit a language teacher within 3 months with the option to negotiate with the Department for up to an additional 3 months. If the Recipient is unable to recruit a new language teacher within this period of time, they may be withdrawn from the Program, unless otherwise directed by the Department.
	4. **Language Teacher Qualifications**

Early childhood services that deliver the Learn Languages or In-Ratio stream must employ a language teacher with native, or near native proficiency in a language other than English and holds one of the following:

* a university-level early childhood teaching degree
* a Diploma in Early Childhood Education and Care qualification
* a university-level primary school teaching degree.

These degrees and qualifications must be recognised under the National Quality Framework.

Early childhood services that deliver the Bilingual Kindergarten stream must employ a language teacher with native, or near native proficiency in a language other than English and holds a university-level teaching degree.

Only in a limited number of circumstances will the Department allow a language teacher to hold a Certificate III in Early Childhood Education and Care, or no qualification at all. Applications from the Recipient to not hold one of the approved degrees/qualifications will be considered by the Department on a case-by-case basis and evidence to support the application is required.

The inability to recruit a language teacher with an approved degree or qualification may require the Recipient to consider an alternate language or may result in the withdrawal of the Recipient from the Program and the cessation/repayment of funding.

* 1. **Language skills**
		1. The language teacher will be required to undertake a language proficiency assessment arranged by an organisation on behalf of the Department, to ensure language skill is adequate to deliver a quality Program.
		2. The language proficiency assessment is based on a proficiency level equivalent to third year, tertiary study in the language. This is, a native or near native level of language proficiency.
		3. If the language teacher does not pass their language proficiency assessment, a determination will be made regarding the likelihood of that teacher meeting the required minimum standard. The language teacher may be provided additional support to develop their language skills for a period no longer than 6 months through the provision of a once-off $2,500 (excluding GST) language proficiency grant. The language teacher will be required to re-sit the language proficiency assessment at the end of the six-month period. If they do not pass the second language proficiency assessment, the language teacher will be deemed not eligible to continue delivering the Program for the Recipient.
	2. **Engagement with the Department and it’s authorised representatives**
		1. Funding is conditional on the Recipient engaging with the Department and any third party authorised by the Department to support implementation of the Program.
		2. The Recipient must participate in any research or evaluation of the Program and engage in the professional learning, networking and mentoring opportunities offered by the Department or any third party authorised by the Department.
	3. **Reporting Requirements**

***Financial Acquittal***

* + 1. The Recipient must provide a completed financial acquittal of the funding in a manner and format specified by the Department each financial year.
		2. Information and templates for Recipients to complete a financial acquittal for their service will be provided by the Department at the time of reporting.

***Record keeping***

* + 1. The Recipient must keep accurate records, including all receipts and tax invoices, in relation to the Program and for everything purchased with the Funding in accordance with the requirements set out in Part A and Part B of this Agreement, if any.
		2. The Recipient must provide access to, and copies of, the records at any time to the Department or any party authorised by the Department.
	1. **Use of Funding**
		1. The Recipient must use the Funding only for the Program in accordance with this Agreement or as otherwise agreed in writing by the Department.
		2. The Recipient must not charge families additional costs to access the Program.
		3. The Recipient must comply with all applicable Laws and departmental policies in connection with the Funding, the Program or this Agreement; and
		4. The Recipient must follow the reasonable directions of the Department in connection with the Funding, the Program or this Agreement.
		5. The Recipient must notify the Department by email to ec.languages@education.vic.gov.au within 3 business days, from when the Recipient becomes aware, if:
			1. the Recipient no longer meets the eligibility requirements for the Funding, if any;
			2. the Recipient is unable to deliver the Program in accordance with the terms and conditions of the Early Childhood Language Program Support and Implementation Guide;
			3. any complaints are received, concerns or issues raised in relation to the Program;
			4. employment of the Recipient’s language teacher ceases;
			5. the Recipient employs a new language teacher;
			6. the Recipient transfers ownership of the early childhood service to another Approved Provider;
			7. the operation of the early childhood service ceases;
			8. there is an actual or perceived conflict of interest that may impact on the Recipient’s ability to deliver the Program;
			9. the Recipient will not complete the Program; or
			10. the Recipient will not spend the total amount of the Funding.
		6. The Recipient requires the written consent of the Department to:
			1. Use any of the Funding for anything other than the Program or in any way that is not in accordance with this Agreement; or
			2. Change the Funding Period or Funding Requirements.
		7. The Recipient agrees to repay all or part of the Funding in accordance with any written request from the Department to do so if:
			1. There is unspent Funding at the end of each financial year (as reported through the annual financial acquittal) or at the completion of the Funding Period;
			2. The Recipient does not use the Funding in accordance with this Agreement;
			3. The Recipient is without a language teacher for more than 6 months as outlined in Part B, Section 3.3 – Employment.

* 1. **Publicising of Funding**

The Department reserves the right to publicise and report on the awarding of this Funding.

* 1. **General**

***Counterparts***

* + 1. This Agreement may be executed in any number of counterparts all of which taken together will constitute one instrument. A party that has executed a counterpart of this Agreement may exchange that counterpart with another party by emailing it to the other party (or their legal representative) and, it is intended that such exchange is to take effect as delivery.

***Electronic Signatures***

* + 1. The parties acknowledge and agree that this Agreement and any amendments to this Agreement may be executed by electronic signature which shall have the same force and effect as a handwritten signature. Without limiting this term, ‘electronic signature’, whether digital or encrypted, will include scanned and transmitted versions (e.g., via pdf) of an original signature. An electronic signature is sufficient to indicate a party’s approval of the terms of this Agreement and the parties agree to be so bound by their electronic signature and the terms of this Agreement.

Execution

**EXECUTED** for and on behalf of the STATE OF VICTORIA represented by and acting through the **Department of Education and Training, ABN 52 705 101 522**, by its authorised representative who warrants that he or she is a duly authorised representative able to execute on behalf of the Department:

Name and position of authorised representative <Name>

 Executive Director, Early Learning Practice

 and Participation Division

Sign here: ..................................................................... Date:

**EXECUTED** for and on behalf of <Name of Approved Provider>by the following authorised delegate who warrants that they are a duly authorised representative able to execute on behalf of the Organisation:

**Complete this section including your name and position details**

Name and position of authorised representative Name:

 Position:

Sign here: ..................................................................... Date:

Unless instructed by the authorised representative of the Organisation by checking the box below, the Department will provide a countersigned copy of this Funding Agreement to the service director(s) / nominated supervisor(s) and the language teacher(s) in the early childhood service(s) listed in Attachment 1 – Detailed Breakdown of Funding.

[ ]  Do not provide a copy of the countersigned Funding Agreement

Attachment 1 – Detailed Breakdown of Funding

NAME OF RECIPIENT: INSERT

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ECLP Stream of Funding Type** | **Service Name** | **Service ID** | **# of Language Sessions** | **Total funding amount for the <YEAR> calendar year (excluding GST)** |
| Learn Languages stream |  |  |  |  |
| Bilingual Kindergarten stream |  |  |  |  |
| In-Ratio stream |  |  |  |  |
| Program coordination payment  |  |  |  |  |