

EDUCATOR AGREEMENT AND SCHEDULE

OBJECTS

The purpose of this Agreement is to ensure that Educators are aware of their obligations in providing family day care. This Agreement enables Inala Community House (the Approved Provider) to perform their statutory responsibilities arising from the Education and Care Services National Law and Regulations 2011, Family Assistance Law and in accordance with Commonwealth agreements for the access to Child Care Subsidy.

PARTIES TO THE AGREEMENT

This agreement is made on the _____ day of _____ 20____
Date Month

between **INALA COMMUNITY HOUSE, ABN: 70 458 594 524** operating as MY PLACE FAMILY DAY CARE (the Service)

and _____, _____ of
Name ABN

Address (the Educator)

And

Terminates on the _____ day of _____ 20____
Date Month

The parties acknowledge that: The Service has been issued a service approval by the Regulatory Authority, to operate a Family Day Care Service in accordance with the Education and Care Services National Law and Education, Care Services National Regulations 2011 and following Family Assistance Law, so that families have access to Child Care Subsidy.

The parties further acknowledge that: The Educator has agreed to enter into an agreement for the purpose of carrying out work as a home-based Educator in accordance with the Education and Care Services National Law and Education and Care Services National Regulations 2011, Family Assistance Law and participate in the National Quality Standard process.

The parties mentioned above have agreed to record the said agreement in writing.

THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Educator expressly acknowledges that the relationship is that of an agreement for services with the parent. Nothing contained in this agreement shall constitute, nor shall be deemed to constitute the relationship of master and servant, employer and employee, or a partnership between the Service and the Educator.
2. The Educator agrees to carry out the work described in this agreement and attached schedule, which the approved Service is authorised to allow to be performed in accordance with its service approval from the Regulatory Authority. The Educator has offered to perform the work as stated in the agreement and schedule.
3. The Educator agrees that they shall charge fees within the range authorised by the service and that they shall provide the Service with their fee schedule and inform the Service of any variances to the fees in accordance with the Service's policy.
4.
 - a. The Educator shall carry out all work in accordance with the provisions of the Education and Care Services National Law and Education and Care Services National Regulations 2011, Family Assistance Law, National Quality Standards and all policies and procedures adopted by the Service and are aware that these provisions may be updated or changed at any time.
 - b. Providing that all work is carried out by the Educator in accordance with clause 4 a., the Service shall have no other right to direct the Educator as to how the work shall be carried out.
5. The Educator shall follow directions given by the Service in accordance with the policies and procedures developed by the Service. The Educator acknowledges the receipt of the policies and procedures as at the date of this agreement.
6. For the purposes of carrying out the work described in the agreement and attached schedule hereto, the Educator shall provide suitable premises and the whole premises will be included in the Home Safety Checklist to ensure suitable provisions / risk assessments are in place for out of bounds areas.
7. Educators will ensure that they have adequate equipment for running a Family Day Care Services, including, but not limited to, age-appropriate equipment and facilities for the children enrolled in their care, a computer, scanner, printer and a telephone. Educators are required to be contactable at all times while care is being provided. Educators must have a working email to receive notifications and correspondence.
8. The Educator agrees that the Service shall not be responsible in any way for any damages, injuries or other losses incurred by the Educator whilst carrying out the work described in the agreement and attached schedule and the Educator further releases and indemnifies the Service in respect of any act or omission including negligence or other wrong committed by the Educator whilst carrying out the said work.
9. The Educator shall take out all insurances as requested by the Service in respect of themselves or in respect of any Educator Assistant, employee, partner, associate, landlord or child under the care of the Educator in accordance with the Education and Care Services National Law and Education and Care Services National Regulations 2011. The Educator shall provide a copy or proof of their current policy to the Service as required, and on demand.

10. The Educator hereby warrants that they currently hold or will obtain and will continue to hold all such licenses, permits, authorities, qualifications and certificates which will enable the Educator to carry out the work described in the agreement and attached schedule and shall provide copies to the Service as required. The Educator will notify the Service of any condition imposed upon, rejection or withdrawal of licenses, permits, authorities, qualifications or certificates that are required to be held by the Educator, their household members or visitors.
11. Educators transporting children while in care shall ensure that:
 - a. They or the driver are appropriately licensed; and
 - b. The vehicle is in a safe condition and appropriately insured; and
 - c. They implement safe driving practices and follow all road rules; and
 - d. They notify the Service of any transport occurring prior to it occurring and that all parents/guardians have provided consent for such transport; and
 - e. Any required risk assessments are completed and appropriately implemented.
12. All notices required to be served to an Educator under this agreement shall be deemed to be sufficiently served if emailed to the person to be served at the email address appearing on this agreement.
13.
 - a. The Educator shall carry out work in accordance with the Education and Care Services National Law and Education and Care Services National Regulations 2011, Family Assistance Law, National Quality Standards and the policies and procedures adopted by the Service.
 - b. Should the said work not be carried out to the satisfaction of the Service this agreement may be suspended or terminated in accordance with clause 24 of this agreement.
 - c. The Service may require that the Educator be placed on probation for a specified period. The probationary period begins from the date of the first placement of children.
 - d. At the conclusion of the probationary period the Service may, in its sole discretion, terminate the agreement.
 - e. The agreement may be suspended by mutual agreement between the Service and the Educator.
 - f. The Service may terminate the agreement by providing two weeks' notice to the Educator.
 - g. The Educator agrees to give 2 weeks' notice when leaving the service. Educators who do not give 2 weeks' notice will be required to pay 2 weeks of their current Educator Fee Levy.
14. During the life of the agreement the policies and procedures adopted by the Service may be varied from time to time by the Service. The Educator(s) will be provided prior notification of such changes.

- 15.
- a. For the proper management of fees and in accordance with the guidelines set out by the Department of Education (DOE), Inala Community House is responsible for having the direct commercial relationship with the family paying for care. It is deemed that it is not the Educator who is charging the family for care; it is the Service that is charging the fee.
 - b. The Educator shall be deemed to be the independent contractors, as per Australian Law providing a service under the Education and Care Services National Law and Education and Care Services National Regulations 2011, Family Assistants Law, National Quality Standard and the policies and procedures adopted by the Service as monitored and supervised by ICH trading as My Place Family Day Care.
 - c. ICH will pay Educators any eligible Childcare Subsidy payments less any applicable fees. Educators are then required to collect the remainder of the fees directly from parents. In the event that there is inadequate subsidy to pay any applicable fees, the Educator is responsible for collecting the fees from the parent and promptly passing these on to ICH. All payments collected by Educators from parents must be made via electronic funds transfer. Parent payments are required to be audited by the Service and audits can be carried out at any time. Evidence of parent payments (e.g. invoices, receipts and evidence of electronic payment) must be promptly provided when requested by the Service.
 - d. The Service will only be liable for any funds owed to the Educator via CCS that have been earned whilst complying with the Education and Care Services National Regulations 2011.
 - e. The Educator agrees to pay to the Service all Educator fees as charged by the Service and authorises the Service to deduct such sum from the Child Care Subsidy payment received by the Educator.
16. The Service and the Educator recognise that the fee set out in the Educator's Fee Schedule is not only for the Educator's labour, but includes use of premises, professional care, use of equipment, ancillary work associated with caring for young children in the Educator's own premises. This fee shall be the fee charged to all parents of the children who are in care with the Educator.
17. The Educator shall make arrangements for emergency care of children in accordance with Service policy.
18. The Educator shall ensure the confidentiality of all details in respect to the children in care and their respective families. The Educator shall ensure confidentiality of the Service information and not use or distribute the information for any purpose other than the delivery of quality care with My Place Family Day Care in accordance with the Service policies and procedures. Information including but not limited to policies, forms and phone lists, remains the property of My Place Family Day Care at all times, including when the Educator has ceased care with My Place Family Day Care, and may not be provided to any other party under any circumstances whatsoever.

19. Specific requirements of activities and experiences:

The Educator agrees to provide an educational program that derives from an approved learning framework.

The Educator agrees to ensure that, for the purposes of the educational program the following are documented:

- a. for any child preschool age or under:
 - i. assessments of the child's developmental needs, interests, experiences and participation in the educational program; and
 - ii. assessments of the child's progress against the outcomes of the educational program; and
- b. for the child over preschool age, evaluations of the child's wellbeing, development and learning in accordance with the National Law and Regulations 2011.

20. Further the Educator warrants that:

- a. the dignity and rights of the child are respected at all times;
- b. positive guidance will be provided to assist the child to substitute appropriate for inappropriate behaviour; and
- c. child management techniques used do not include physical, verbal, or emotional punishment or abuse.

21. The Educator warrants that they hold a current positive blue card in accordance with the Education and Care Services National Law and Education and Care Services National Regulations 2011. Any person over the age of 18 who ordinarily resides with the Educator must hold and maintain a current positive blue card, in accordance with the Education and Care Services National Law and Education and Care Services National Regulations 2011. The Educator agrees to immediately notify the Service should they or a person who ordinarily resides with the Educator is charged with a prohibited offence. The Educator and their adult occupants shall complete the form to enable the Blue Card Services Public Safety Business Agency, to advise the nominated authorised person from the Service of matters relating to their blue card status. The Educator shall provide copies of the said 'blue cards' to the Service when requested, and on demand.

22. The Educator agrees to inform the Service of any matters arising, relating to the adult occupants of the family day care home, which may have the potential to place the children at risk. The Service may need to reassess the suitability of the Educator, the adult occupants and/or the home and may need to determine whether childcare may continue to be provided or whether a risk management plan will be put in place.

23. The Service requires the Educator to complete professional development and attend training as required.

24. Any breach of the terms of this Agreement and schedule by the Educator may be deemed by the Service that the Educator is repudiating the Agreement. In the event of an actual or suspected breach, an investigation may be required to be conducted by the Service or the Department of Education. At any point where there is an actual or suspected breach of this Agreement or schedule, the Educator agrees to immediately cease providing child care in the

event that the Service issues a notice to cease. After the investigation has concluded, the Service may either lift the suspension or immediately terminate the Agreement without notice. Monetary penalties may apply in accordance with the Education and Care Services National Law and the Education and Care Services National Regulations 2011.

25. The Educator agrees to comply with all My Place Family Day Care policies and procedure and acknowledges that these may be varied, replaced or withdrawn from time to time as required. The Educator agrees that My Place Family Day Care's policies and procedures do not form part of this Agreement.
26. The Educator warrants that the information contained in the schedule attached here to is correct. The Educator agrees that they will notify the Service should any information contained in the Schedule become incorrect.
 - a. Any changes to the schedule will be in writing and initialled by the Educator and the Service. A new schedule may be executed by the Educator and the Service by mutual agreement at any time.
 - b. The Service must be advised, of any changes/renovations to the Educator's premises. It will be at the discretion of the Service and following the completion of the risk management plan whether or not children may continue to be provided with care, during the time renovations are taking place.
 - c. The Educator and the Service agree that the information contained within the Schedule constitutes the terms of this agreement. When changes occur, the Service may need to reassess the suitability of the Educator and/or the home and renegotiate or terminate the agreement in accordance with the Service policies.
27. The Educator agrees to hold a copy of the Education and Care Services National Law, Education and Care Services National Regulations 2011 and National Quality Standard which will be available upon request to Parents, Service, Regulatory Authority Assessors, or other relevant Government bodies.
28. The Educator agrees that the Service may provide address, phone and email details of any Educator to all Educators currently approved by the service and this information is not to be misused and confidentiality is to be maintained at all times. Unless Educators advise otherwise in writing to the Service. Educators may have access to any information held by the Service with regard to themselves on request and with reasonable notice, in accordance with Service policy.
29. The Educator agrees that they may be photographed and/or videoed by the Service's representative or a person engaged to carry out such activity, during hours of care with the Educator's knowledge of such activity, unless otherwise notified. Unless Educator advises otherwise in writing to the Service.
30. The Educator agrees to represent the Service in a positive manner and not engage in any negative or destructive conversations or activities (including on social media).
31. This Agreement shall be in substitution for any other agreement (oral or otherwise) made between the Service and you which shall be deemed to have been terminated by mutual consent. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

EDUCATOR TO SIGN

I _____ of _____
Educator Name Address

Acknowledge that I have read, understood and accepted this agreement.

Signed: _____ Date: ____ / ____ / 20____

SIGNED ON BEHALF OF INALA COMMUNITY HOUSE:

By: _____ (Service Manager)

Signed: _____ Date: ____ / ____ / 20____

2024 / 2025
MY PLACE FAMILY DAY CARE
EDUCATOR SCHEDULE
38 Sittella Street, Inala QLD 4077
Telephone: (07) 3372 1711
Email: fdcadmin@ich.org.au

EDUCATOR:

Name: _____

Address: _____

Telephone No: _____ Mobile No: _____

Email: _____ Proda No: _____

ABN: _____ CRN: _____

DOB: _____ Country of Birth: _____

What is the primary language spoken in the household: _____

Cultural Background: _____ Smoker: Yes / No

EDUCATOR INFORMATION:

Blue Card	Reg No:	Expiry Date:	
Drivers License	DL No: Expiry Date:	Submitted Police Check: NEW EDUCATORS ONLY Yes / No	
Public liability Insurance	Policy No:	Expiry Date:	Insurer Name:
Car Restraint Check	Cert No:	Date of Issue:	Training Organisation:
First Aid Certificate	Cert No:	Date of Issue:	Training Organisation:
CPR Certificate	Cert No:	Date of Issue:	Training Organisation:
Anaphylaxis (First Aid)	Cert No:	Date of Issue:	Training Organisation:
Asthma Management (First Aid)	Cert No:	Date of Issue:	Training Organisation:

Formal Qualifications	Course Name:	Completion Date:	Training Organisation:
Current Evacuation Plan	Copy Provided:	Glass Audit Form	Copy Provided:

Do you have an Educational Assistant?	Yes / No	Name: Email: Telephone No:
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Educator Availability

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time:							
End Time:							

Overnight Care: Yes / No

Before and After School: Yes / No

Preferred ages of children: _____

Which public holiday is your preference – please tick

Ipswich Show Day	Ekka Show Day – Monday (Logan, Lockyer, Moreton)
Ekka Show Day – Wednesday	Caboolture Show Day
Toowoomba Show Day	Gold Coast Show Day

Firearms: Yes / No (if yes, complete table below)

License No:	Expiry Date:
Are they kept following all Australian Firearm Laws: Yes / No	Is ammunition kept following all Australian Firearm Laws: Yes / No
Other Weapons: Yes / No	What weapons: How are they secured:

ALL WEAPONS, AMMUNITION, PROJECTILES (e.g. ARROWS) MUST BE REGISTERED AND LICENSED AS REQUIRED BY LAW

Details of Other Household Members

Adults (All person 18 years and older who reside at the premises)

	Name	DOB	Blue Card \ Exemption Card No	Expiry Date	Smoker
Partner					Yes / No
Other Adult					Yes / No
Other Adult					Yes / No
Other Adult					Yes / No
Other Adult					Yes / No

Non-Adult Children

Name	DOB	Name of Kindy / School	Transport Used

Domestic Pets

Type:	Breed:	Kept in a separate area: Yes / No	Where:
Type:	Breed:	Kept in a separate area: Yes / No	Where:
Type:	Breed:	Kept in a separate area: Yes / No	Where:

Pool / Spa

Do you have a pool/spa? Yes / No

If yes:

does your pool/spa have current Pool Safety Certificate Yes / No

Have you provided a copy of certification documents to the service? Yes / No

Have you completed a pool/spa Risk Assessment? Yes / No

Have you completed Service Training on pool policy and procedures? Yes / No

Pool Safety Certificate Expiry Date: _____

**YOU ARE RESPONSIBLE FOR MAINTAINING COMPLIANCE OF ANY POOL OR SPA WITH CURRENT
COUNCIL LAWS**

Motor Vehicles and Transport

Vehicle Make & Model	Vehicle Colour	Rego No.	No. of Seats Available (Including Driver)

Name of anyone who will transport Day Care Children	Driver's License No.	Driver's License Expiry Date

Emergency Contacts

Please list at least one Emergency Contact's name, address and phone number. Please also list place of work and phone number details where applicable.

Name and relationship to Educator	Address	Phone	Mobile
	Home:		
	Work:		
	Home:		
	Work:		

LEGISLATION DECLARATION

1. Have you ever been charged with an indictable offence in Australia or Overseas? Yes / No

If yes, what date did this occur? ____ / ____ / ____

2. Have you ever been made bankrupt or received a Commonwealth debt in Australia or Overseas? Yes / No

If yes, what date did this occur? ____ / ____ / ____

3. Have you ever had a blue card been refused, amended, or cancelled? Yes / No

If yes, what date did this occur? ____ / ____ / ____

EDUCATOR CERTIFICATION

1. I agree to advise the service office of any changes/alterations as they and when they occur.
2. I understand that it's my responsibility to ensure that all documents remain current.
3. I am responsible to be familiar with and keep up to date with the Education and Care Services National Law and Education and Care Services National Regulations 2011, Family Assistance Law, National Quality Standards and Service policy and procedures.
4. I have reviewed, dated and signed my risk management forms in line with the Education and Care Services National Law & Regulations 2011 & a copy has been forwarded to the office. These will be available upon request by Parents, Staff or Office of Early Childhood.
5. I have completed this schedule, and all details are true and correct.

Educator Signature

Date

Coordinator Signature

Date