

EDUCATOR AGREEMENT

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. Only children placed into care by My Place Family Day Care are recognized by this agreement.

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 the schedule provided, 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 schedule provided, the Educator shall provide suitable premises and the whole premises will be included in the Home Safety Assessment 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 Service, including, but not limited to, age-appropriate equipment and facilities for the children enrolled in their care, a computer, scanner, printer and a working telephone. Educators are required to be contactable at all times while care is being provided. Educators must have a valid and working email to receive notifications and correspondence.
8. Educators will ensure they have appropriate and secure facilities for the confidential storage of family and children records, in accordance with the Education and Care Services National Law and Education and Care Services National Regulations 2011.
9. 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 schedule provided 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.
10. 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.

11. The Educator hereby warrants that they currently hold 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 schedule provided 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.
12. 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, registered 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.
13. During the life of this agreement, the Educator acknowledges and agrees to representatives of the Service visiting their approved premises on a regular basis for the purposes of inspecting building, resources and equipment identified for the purposes of family day care to ensure compliance with the Education and Care Services National Regulations 2011.
14. 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.
15.
 - 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 in writing to

21. 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.

22. 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.

23. The Educator warrants that

- a. 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 and will provide it to the Service as part of the registration process.
- b. 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 and provide it to the Service as part of this registration process.

24. The Educator agrees to immediately notify the Service should they or a person who ordinarily resides with the Educator be charged with a prohibited offence. Copies of the Educator and adult resident Blue Cards must be provided to the Service as part of this registration process.

25. 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.

26. 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 procedures 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 provided 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 or have access to 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 a Service representative will take photos/videos of the family day care environment and regulatory required documentation during a monitoring and compliance visit.
- 30.
31. 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).

32. The Educator agrees that as per Regulation 179 of the Education and Care Services National Regulations 2011, at any time the Educator leaves the Service, all family and children's records as prescribed in Regulation 178, must be returned to the office of My Place Family Day Care for storage and archiving.
33. 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 CONSENT FOR PHOTOGRAPHS/MEDIA:

From time to time the Service may request to photograph and/or video Educators during their operational hours of care. Educators consent to the Service's representative or a person engaged to carry out such activity, to:

- Take photos or videos of me during the operational hours of my family day care service for promotional and/or marketing purposes.
- Take photos or videos of the learning environment during the operational hours of my family day care service for promotional and/or marketing purposes.

I understand that families will provide separate permission for their child/ren to be photographed and/or videoed during their time in care with My Place Family Day Care.

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____

