



Service agreement

Between

INSPIRED FAMILY DAY CARE

And

Educator: _____

Inspired Family Day Care/Educator Service Agreement

Terms definitions:

- **Approved Provider** - *Inspired EC Pty Ltd*
- **Service or Service proprietor** - *INSPIRED FAMILY DAY CARE (IFDC)*
- **Educator** - *Is an educator engaged by or registered with a family day care service to provide education and care for children in a residence or at an approved family day care venue.*
- **Assistant** - *is a person engaged by or registered with a family day care service to assist family day care educators.*
- **Family Day Care Service** - *Is an education and care service delivered through the use of two or more educators to provide education and care for children in residences, whether or not the service also provides education and care to children at a place other than a residence.*
- **Regulations** - *Refers to Education and Care Services Act 2010 and Education and Care Services Act Regulations*
- **Agreement** - *Means contract between Educator and Inspired Family Day Care*

AGREEMENT BETWEEN

Service Proprietor: **INSPIRED FAMILY DAY CARE**

Address **11/48 Oakdale Road, Gateshead NSW 2290**

Tel: **(02) 4947 8112**

AND

Educator name: _____

Physical Address: _____

Tel (Mobile): _____

Tel (Home): _____

Email: _____

1. TERMS OF AGREEMENT

Date of Agreement: (date agreement is effective) _____/_____/_____

Date on which Educator commence work: _____/_____/_____
(See note 1)

Duration of Agreement _____

Probation period: _____
(See note 2)

Agreement end date: _____

Notes:

Note 1 – Educator is not allowed to accept children into care before the commencement date even if the agreement has been signed.

Note 2 – Probation period will be used to settle in new Educator. Full contract obligations apply during this period including durations of notice.

OBJECT

The purpose of this contract is to ensure that the approved service and the educator comply with the requirements of the Education and Care Service National Regulations and National Law (National Law & Regulations) and participate in the National Quality Framework process.

INTRODUCTION

- The service has been approved by the Department of Education and Training (“the department”) to operate an Approved Family Day Care Service in accordance with the legislation.
- The legislation entitles the Approved Service to enter into contracts with independent contractors who carry on business as Family Day Care Educators.
- The educator agrees to enter into this contract for the purpose of carrying on business as a Family Day Care Educator for the Approved Service in accordance with the legislation.

THE CONTRACT**RELATIONSHIP OF PARTIES**

- The Educator is an independent contractor. Nothing contained in this contract will constitute or be deemed to constitute the relationship of employer and employee or a partnership between the Approved Service and the Educator.

Educator to Carry out the Services

- *Please refer to the Educators fee schedule:* The educator will be paid at the rate specified in the Educator’s Fee Schedule. Four weeks’ notice must be provided to the Approved Service and families of any change to the fee schedule.
- The Educator will perform the services in accordance with the provisions of the legislation.
- The Educator acknowledges having read the current legislation and the Approved Services policies and procedures, prior to entering into this contract.
- The Educator will provide suitable premises for the purpose of providing the services.

- The Educator is responsible for retaining their own copies of parent/family information. All information stored in our cloud based storage is the property of Inspired Family Day Care.

Educator's Insurance

- The Educator will take out and pay for all insurances, as required by legislation.

Educator's Warranties

I, the Educator warrant that -

- I will follow current legislation in relation to my role as an early childhood educator;
- I will not exceed the number of children in my care as noted on the Inspired Family Day Care registration certificate;
- Children will at all times be cared for in a safe and hygienic environment;
- I am personally responsible for the children in my care and will not hand responsibility to any unregistered person (except in the case of an emergency);
- I will immediately notify the nominated supervisor of Inspired Family Day Care in my state of any emergency in which I am unable to care for the children;
- I will notify the approved service as soon as possible of any injuries to a child in care;
- Food provided to all children will be nutritious, sufficient and will have regard for the child's health, allergies, cultural and religious requirements and preferences;
- I will ensure that the dignity and rights of the child are respected at all times;
- I will maintain the confidentiality of the families' personal information in accordance with the Privacy Act;
- I will ensure that no person in the care environment will engage in smoking, or the consumption of alcohol or illicit drug, whilst children are in care;
- I will provide positive guidance techniques with the children that do not include, physical, verbal, or emotional punishment or abuse;
- I am not a disqualified person under the legislation, nor is any person who ordinarily resides with me;
- I will help maintain a positive image of Inspired Family Day Care and its service in the community. I will do this by maintaining professional relationships with the Inspired Family Day Care staff, Educators, families and the community;
- I will immediately notify the approved service if I or any person who ordinarily resides with me, is charged or convicted of a prohibited offence under the legislation or of any other criminal offence;
- I will not care for another Family Day Care Educators own children whilst they are providing care.
- I will pay all fees due to INSPIRED FAMILY DAY CARE as schedule below:
 - Educator Levy - \$3 per week

- Educator Start-up Fee - \$200 (once off)
- Administration levy (to be deducted from Child Care Subsidy payment) - \$1.20/hr per child

Professional Development

- Inspired Family Day Care requires educators to hold a commitment to professional development. Educator's will work with their mentor to develop a professional development plan that meets their individual needs.

Educator's Registration Certificate

- I, the Educator, will at all times display the Registration Certificate provided by the Approved Service in my home. I will return this certificate of registration and all other documentation as required under current regulations, when I cease work as an Educator under this contract.

Variation of Service Policies and Procedures

- Educators will be consulted regarding proposed changes to service policy and/or procedures.
- The Educator understands that there will be times when policies and procedures will need to change without consultation. These changes include government policy changes and any legislation change that affects the Approved Service.
- The service Policies and Procedures are made available to all Educators and Families on the Inspired EC website. Any updated policies will be uploaded as soon as approved.

Collection and Payment of Money

- The collection and disbursement of any monies by the Approved Service to the Educator, will be deemed to be performed by the Approved Service as agent of the Educator.
- Despite the collection or disbursement of monies by the Approved Service, the Approved Service will not be liable to the Educator for any monies owing or outstanding from families and/or any government agencies that provide subsidies for Family Day Care. Money will be paid to Educators when they have been received by the Approved Service.
- Where a family ceases care without notice, bond monies will be used to pay the sum or part thereof any debts incurred. Where an educator has opted to waive a bond, IFDC is not liable to pay educators for any income lost if the family cease care without notice. Where an educator has waived part thereof a families bond, IFDC will pay educators the total bond sum received if the family cease care without notice.

- The Educator acknowledges that the fees specified in the Educator's Fee Schedule are for both Approved Service levies and remuneration to the Educator for the Educators work associated with caring for young children in the Educator's premises.

SUSPENSION OF EDUCATOR

INSPIRED FAMILY DAY CARE will suspend the Educator agreement when there is police or government investigation, breach of service agreement or occurrences posing a risk to children by the Educator. Suspension process is detailed in the service policies.

An educator whose registration has been suspended or cancelled will not operate under the Inspired Family Day Care name and will remove this affiliation from any promotional material including Facebook pages. A de-registered educator will cease to receive benefits from their affiliation with Inspired EC, including discounts on resources and professional development.

IMMEDIATE TERMINATION BY OPERATOR

INSPIRED FAMILY DAY CARE will terminate the Educator agreement without notice when there is police or government charge, failure to provide the contracted services, abuse or neglect of children in care, working under the influence of illegal drugs or alcohol or breach of Education and Care Services Act 2010 and Education and Care Services Act Regulations by the Educator. INSPIRED FAMILY DAY CARE will refer all criminal cases to the Police or relevant Authority.

TERMINATION BY OPERATOR WITH NOTICE

INSPIRED FAMILY DAY CARE will terminate the Educator agreement with notice when there is breach of this agreement that has resulted in suspension, continued poor performance, end of INSPIRED FAMILY DAY CARE business operations or end of contract period.

TERMINATION BY EDUCATOR WITH NOTICE

Educator is to provide **Two (2) working weeks' notice** to terminate services. Notice period will commence once written notice has been received at INSPIRED FAMILY DAY CARE offices.

- Educator will at the same time provide fourteen (14) days' notice to parents/Guardians. The notice period will start on the same date as the notice to terminate issued to INSPIRED FAMILY DAY CARE in turn notify parents of the notice period.
- Educator is not allowed to accept any more children into care during the notice period.
- Educator is not permitted to take leave during the notice period.

- Educator is not permitted to resign whilst on leave.
- In the event of an Educator deserts/abandons services, INSPIRED FAMILY DAY CARE reserves the right to seek legal orders or retrieve statutory information that will still be held by the Educator. The costs associated with the recovery are the responsibility of the Educator.
- If the Educator is moving to another service, they may take their current families (clients).
- An educator who cancels their contract will not operate under the Inspired Family Day Care name and will remove this affiliation from any promotional material including Facebook pages. A resigned educator will cease to receive benefits from their affiliation with Inspired EC, including discounts on resources and professional development.

DETAILS OF CARE**Location of Care (Family Day Care Residence/Venue):**

Educator availability**Type of care to be provided (Please tick):**

- | | | |
|--|---|--|
| <input type="checkbox"/> Full time care | <input type="checkbox"/> Part time care | <input type="checkbox"/> Casual care |
| <input type="checkbox"/> School holiday care | <input type="checkbox"/> Before/after school care | <input type="checkbox"/> Weekend care |
| <input type="checkbox"/> Evening care | <input type="checkbox"/> Overnight care | <input type="checkbox"/> Public Holidays |

Days care is to be provided (Please tick):

- | | | | | | | |
|------------------------------|------------------------------|------------------------------|--------------------------------|------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> Mon | <input type="checkbox"/> Tue | <input type="checkbox"/> Wed | <input type="checkbox"/> Thurs | <input type="checkbox"/> Fri | <input type="checkbox"/> Sat | <input type="checkbox"/> Sun |
|------------------------------|------------------------------|------------------------------|--------------------------------|------------------------------|------------------------------|------------------------------|

Educator's Holiday period (approximate)

Hours of operation

8am to 6pm are the core/standard hours or as varied under authorization from INSPIRED FAMILY DAY CARE

Number of Children in care

As stipulated in INSPIRED FAMILY DAY CARE Policies and Procedures or as varied by INSPIRED FAMILY DAY CARE Management.

INCAPACITATION OF EDUCATION

This agreement will terminate if the Educator is unable to meet obligations due medical reasons, home damage, insolvency or adverse family environment. Educator will obtain annual medical practitioner statement from a registered practitioner and keep INSPIRED FAMILY DAY CARE informed/updated of any condition, medical or otherwise that could hamper service delivery or place children in the way of harm.

UNAVAILABILITY OF AN EDUCATOR AT SHORT NOTICE

In case the Educator is involved or has to attend to an emergency e.g. illness, family matters etc. an Assistant Educator approved by INSPIRED FAMILY DAY CARE can step in to provide care for the Children for a limited time. The Educator shall be fully liable for the welfare of the Children when the Assistant Educator is in charge. Also the Educator shall be fully responsible for any costs incurred when a Assistant Educator is engaged.

WARRANTY

Educator warrants that they have read and understood this agreement, including all other documents referred in this agreement e.g. Education and Care Services Act 2010 and Education and Care Services Act Regulations, INSPIRED FAMILY DAY CARE Policies and Procedures Manual etc. Educator affirms that they have an opportunity to seek legal advice and have not been in anyway coerced into entering this agreement. This agreement is legally binding.

GENERAL

This agreement is not amendable unless consented by both parties in writing or by court order. Such amendments will be copied to both parties and will stipulate the clause affected and commencement date.

DECLARATION

1. ***I understand** that no adults (people aged 18 years and over) are allowed to reside in my residence unless they have Working with Children Check and Police check. Overseas visitors are also required to have the security checks if they are residing with you for over 6 months.*
2. ***I agree** to notify INSPIRED FAMILY DAY CARE if there are new adults in the home or any other change to adults already residing with me at least 2 weeks in advance. INSPIRED FAMILY DAY CARE **MUST** be informed of the new visiting adults 2 weeks before they arrive.*
3. ***I understand** that children in my care cannot attend outings and excursions unless authorized by the Parent/Guardian and notification provided to INSPIRED FAMILY DAY CARE.*

4. ***I understand*** that children authorized to attend excursions will only be taken to venues accepted by the Parent/Guardian and approved by INSPIRED FAMILY DAY CARE SERVICE. Safety assessment of outing/excursion venues is to be accessed and communicated to parents before the excursion.

Educator name:.....

Signature (Educator):.....

Date:...../...../.....

EXECUTION

This agreement is executed as follows:

Educator's Name _____

Signature _____

Date: _____

INSPIRED FAMILY DAY CARE Approved Provider _____

Signature _____

Date: _____