**EDUCATOR AGREEMENT**

This agreement is made on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Month)\_\_\_\_\_\_\_\_(Year)

Effective from \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Month)\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Year)

**BETWEEN:**

*Holistic Approach Family Day Care Scheme (“Holistic Approach FDC”)*

**AND**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“The Educator”)

**TERMS OF AGREEMENT:**

1. The Educator’s registration becomes effective upon date of signing this agreement and registration to the agreed subscription to HubWorks being Holistic Approach FDCS compatible software, compulsory annually for all educators.
2. This agreement commences on the date of signing and operates for a period of 12 months unless terminated earlier according to the terms of the agreement.
3. By agreement with both parties, this agreement may be renewed annually for a further 12 month period.

**NATURE OF AGREEMENT:**

1. Holistic Approach FDC by this agreement agrees to register the Educator to provide home-based education and care.
2. Educators are registered to Holistic Approach FDC as independent contractors and nothing in this agreement constitutes the Educator as an employee, director or partner of Holistic Approach FDC. As such, Educators are not entitled to claim from Holistic Approach FDC any employee-related entitlements under any award, industrial instrument, statute or common law such as leave entitlements including sick leave, Superannuation or Workcover entitlements.
3. Educators as independent contractors are responsible for their own tax obligations, superannuation payments and public liability insurance payments.

**AUTHORITY TO CONDUCT BUSINESS:**

1. Holistic Approach Family Day Care Scheme is an Approved Children’s Service operating under Federal and State legislation and has the authority to register educators for the purpose of providing high quality education and care services to children under the Scheme.
2. Holistic Approach FDC agrees to register the Educator to provide a high quality education and care service specified in this agreement, subject to the conditions set out in this agreement and to the requirements of:
	1. The National Quality Framework, including:
		1. Education and Care Services National Law
		2. Education and Care Services National Regulations
		3. The National Quality Standard for Early Childhood Education and Care and School Age Care
	2. The Policies and Procedures of Holistic Approach Family Day Care
	3. Family Assistance Law.
3. The Educator must not accept payment for provision of childcare services outside of this agreement.

**PROVISION OF SERVICE:**

1. Educator must be available to work a minimum of 3 days per week when registering with Holistic Approach Family Day Care Scheme.
2. The Educator is registered with Holistic Approach FDC to provide family day care education and care services on the following days and hours:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| DAYS | MON | TUE | WED | THUR | FRI | SAT | SUN |
|  |  |  |  |  |  |  |  |
| HOURS |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

OVERNIGHT CARE HAS BEEN APPROVED YES NO

At Educator Address): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (“The Residence / Venue”)

**OBLIGATIONS OF PROVIDER:**

1. Holistic Approach FDC will act as Approved Provider and ensure that they hold all appropriate Service Approval/s.
2. Holistic Approach FDC will ensure they hold and maintain insurances required by National Law and Regulations.
3. Holistic Approach FDC will formulate contracts with all parents / families utilising the services provided by Educators registered with the service.
4. Holistic Approach FDC will administer the Child Care Subsidy received from the Australian Government efficiently and maintain proper and accurate records.
5. Holistic Approach FDC will conduct a home / service safety check prior to commencement of care to ensure that the Educator’s premises meet safety standards set out in applicable laws and regulations. Educators are responsible to maintain these standards at all times.
6. Holistic Approach FDC will assist the Educator with appropriate placement of children into their care and will monitor the suitability of the placement.
7. Holistic Approach FDC will provide the Educator with current information and training to assist them to be up-to-date with their knowledge of the family day care industry and their obligations under applicable laws, regulations, policies and procedures.
8. Holistic Approach FDC will conduct regular scheduled and unscheduled home visits during operating hours to ensure that applicable laws, regulations, policies and procedures are being followed.
9. Holistic Approach FDC will regularly monitor the placement and care of children by meeting with the Educator in person, by telephone, in writing including via email and via periodic visits to the Educator’s home.
10. Holistic Approach FDC will provide ongoing support to Educators meeting with the Educator in person, by telephone, in writing including via email and via periodic visits to the Educator’s service (residence / venue), and will facilitate the Educator’s ongoing professional development and training as well as assess and assist with other needs in relation to Educator health and wellbeing in consultation with the Educator.
11. Holistic Approach FDC will report any complaints in relation to child safety and wellbeing to the relevant State Authority within 24 hours.

**OBLIGATIONS OF EDUCATOR:**

1. The Educator will act in accordance with Holistic Approach FDC Scheme Policies and Procedures, and Educator Code of Conduct at all times.
2. The Educator will ensure they have access to the internet and email so that they can obtain electronically disseminated information from Holistic Approach FDC.
3. The Educator will make payment of a Professional Support Levy (as per the fee guide) to Holistic Approach FDC to contribute to the costs of running the service.
4. The Educator will participate fully in discussions with consultants of Holistic Approach Family Day Care and parents / guardians of children in their care relating to proposed changes to care arrangements for children and any concerns, disputes or difficulties.

**PROVISION OF EDUCATION AND CARE:**

1. Holistic Approach Family Day Care Scheme / Educators will ensure that the parents / guardian of all children in care have a signed parent contract with Holistic Approach FDC.
2. The Educator will ensure that the rights and best interests of the child are paramount.
3. The Educator must adhere to the requirements of the National Quality Framework.
4. The Educator must ensure that all indoor and outdoor areas, toys and equipment are checked daily and in good repair, and take every reasonable precaution to protect children from harm, and from any hazard likely to cause injury. This includes maintenance of a safe, clean and hygienic education and care environment.
5. The Educator will deliver an educational program to all children being educated and cared for that is:
6. based on approved learning framework, and
7. is delivered in a manner that accords with the approved learning framework, and
8. is based upon the developmental needs, interests and experience of each child, and
9. is designed to take into account the individual differences of each child.
10. Is documented appropriately in accordance with NQF requirements
11. The Educator will notify Holistic Approach FDC if he/she intends to use their vehicle to transport children in care, and will abide by the services’ policies and procedures with regard to transportation, including the use of appropriate child safety restraints.

**COMPLIANCE, QUALIFICATIONS AND TRAINING, RECORD KEEPING AND NOTIFICATIONS:**

1. The Educator must hold a minimum qualification level as prescribed by the National Law and Regulations, and agree to make all reasonable efforts to participate fully in continuous improvement of their service, and to improve their professional understanding and knowledge.
2. The Educator must at all times whilst registered with Holistic Approach FDC hold a current and current / valid Working with Children Check and/or Police Check in accordance with National Regulations required by the State Regulatory Authority.
3. The Educator will advise Holistic Approach FDC in writing of all persons over the age of 18 residing at their premises, and will ensure that they hold a current / valid Working with Children Check in accordance with the requirements of their State Regulatory Authority.
4. The Educator must notify Holistic Approach FDC in writing within 24 hours if they, or another household members is accused of a notifiable offence under applicable child protection legislation.
5. The Educator is responsible for maintaining all insurances, including current public liability insurance cover of at least $10,000,000 in accordance with Education and Care Services National Regulations and must provide evidence of this on request.
6. The Educator will keep appropriate records in accordance with Holistic Approach FDC Policy and Procedures and National Laws and Regulations including attendance and absence records, medication records, accident and illness records, excursion permission forms, family records and observation and planning records. These records remain the property of Holistic Approach FDC.
7. The Educator will treat as confidential all information received relating to their service and ensure that all required documents and records are maintained and kept in a confidential manner, and in accordance with professional ethics.
8. Holistic Approach Family Day Care Scheme will arrange the placements of the child in care (in consultation with the parent and educator) and will approve any change to contracted hours. (a new contract will be completed by the service and all parties involved will sign the new contract accordingly.
9. The Educator will notify Holistic Approach FDC with written notice of any alterations to their availability to provide education and care services as, including notification of service closure ie: holidays, illness etc.

**FEE SETTING, LEVIES AND PAYMENTS:**

1. Holistic Approach Family Day Care Scheme will support educators to set their fees and charges based upon the service offered / provided and in accordance with the Holistic Approach FDC *Fees and Charges Policy* and Fees and Charges Guide and will provide the families and educator with a schedule of all fees and charges applicable to their service prior to commencing provision of education and care.
2. Educators are responsible, as small business owners, to take responsibility for setting fees and communicating charges with families. Educators are responsible for collecting parent gaps and recouping outstanding monies in relation to CCS and other family payments.
3. Holistic Approach Family Day Care Scheme will ensure that all fees and charges for their education and care service comply with the requirements of Family Assistance Law, National Law and Regulations and the policies and procedures of Holistic Approach Family Day Care Scheme.
4. Any fees paid for education and care are payable to Holistic Approach FDC which holds the Provider Approval, Service Approval and CCS Approval (the Approval to administer Child Care Subsidy). Educators are authorised to collect fees from parents / families on behalf of Holistic Approach FDC and must issue a receipt of payment to parents / families on the service’s behalf.
5. The Educator will submit accurate, completed and signed timesheets / attendance records to the service in a timely manner.
6. Holistic Approach Family Day Care Scheme will apply a Parent Levy (as per Fee Schedule and Fees and Charges Policy per hour per child to their fee schedule which is collected from parents / guardian.

**MEDICAL CONDITIONS OR INCAPACITY OF EDUCATOR:**

1. The Educator is required to disclose to Holistic Approach FDC any circumstances or conditions which would affect, impinge or related to the Educator’s provision of services with Holistic Approach FDC.
2. Holistic Approach FDC may request an Educator provide evidence from a Medical Practitioner of capacity to provide education and care.
3. The Educator is obliged to notify Holistic Approach FDC and families as soon as is practicable in the event the Educator is unable to provide care due to illness. Educators are responsible for notifying families as soon as possible as to change of Education and Care.

**SUSPENSION BY PROVIDER:**

1. Holistic Approach FDC may suspend this Educator Agreement:
	1. If an Educator or Educator’s family member is subject to a police/governmental investigation or inquiry, or
	2. If an Educator is unable to provide education and care services for more than 12 consecutive weeks, or
	3. If there are circumstances surrounding the provision of adequate education and care by an Educator which Holistic Approach FDC believe poses a risk to the safety and wellbeing of children and requires further investigation.

**IMMEDIATE TERMINATION BY PROVIDER:**

1. Holistic Approach Family Day Care maintains the right to terminate this Agreement immediately for the following reasons:
2. If the Educator is negligent or incompetent in the provision of education and care
3. If the Educator breaches her/his duty of care in any way that places the child’s health and wellbeing at risk
4. If the Educator has provided Holistic Approach FDC with false or untrue information
5. If the Educator is convicted of a criminal offence
6. If the Educator engages in conduct which may harm, injure or be prejudicial to Holistic Approach FDC’s reputation and interests.

**TERMINATION BY PROVIDER ON NOTICE:**

1. Notwithstanding the contents of clause 50 herein, Holistic Approach FDC may terminate this Agreement at any time in line with Regulations, NQF, Holistic Approach Policies and Procedures giving the Educator a minimum 2 weeks’ notice in writing.

**TERMINATION BY EDUCATOR ON NOTICE:**

1. The Educator may terminate this Agreement at any time for any reason giving Holistic Approach FDC a minimum 2 weeks’ notice in writing.

**GRIEVANCE PROCESSES:**

1. The parties to this agreement agree to attempt, in good faith, to resolve any dispute in connection with this agreement by negotiations between them. If any dispute cannot be resolved by negotiation between the parties within 5 working days or such further period to which both parties agree, then within the following 5 working days the dispute must be referred to a mediator agreed upon by both parties. Each party will bear their own costs of mediation and pay one half of the mediator’s costs.

All grievances will be dealt with in line with Holistic Approach Family Day Care Grievance Policies and Procedures.

**GENERAL:**

1. The terms of the Agreement may not be varied otherwise than in writing signed by the Educator and a representative of Holistic Approach FDC Scheme.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Educator’s Name) acknowledge that I have read and understood the Agreement and have been provided sufficient opportunity to obtain legal advice with regard to its content prior to signing. I also acknowledge being provided with a copy of Holistic Approach FDC Policies and Procedures Manual and agree to make it available to all families using the service.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Educator’s Signature) Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement EXECUTED by the parties:

**SIGNED FOR AND ON BEHALF OF** Holistic Approach Family Day Care Scheme

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Authorised Person)