



Newton Family Day Care

Approved Service ABN: 54601033756
Service Approval ID: SE-40004907
CCS Approval ID: 190007148B
Email: newtonfdc@gmail.com

Educator Service Agreement

I (educator's name) _____

Of address _____

Contact phone number _____ Email _____

I understand that as an educator with Newton Family Day Care (Newton FDC) service, I am bound by the conditions contained within the Education and Care Services National Regulations 2018, Family Assistance Law, the Australian Government Legislation and the policies and procedures of Newton FDC service.

I understand that non-compliance with any provision within the regulations, legislation or policies and procedures may result in my name being removed from the register of educators with Newton FDC service.

I agree to comply with all policies and procedures of Newton FDC service as detailed in Newton FDC service policies and procedures. I understand that my registration as an educator is conditional upon my adherence to these policies and procedures and to the decisions of the Service Director/s.

I agree to make all reasonable efforts to continuously improve my professional understanding and knowledge and attend any training that may be deemed necessary by Newton FDC Service Director/s.

I understand that Newton FDC service has a sustainability policy and therefore relies upon the electronic distribution of information to educators. I agree to have Internet access available in my service and/or agree to regularly keep informed with latest requirements and information.

I understand the Service Levy is a levy charged to families and is automatically deducted from CCS family payments managed through Newton FDC Scheme

I understand that timesheets MUST be filled in correctly and truthfully signed by parents and educator. Children on holidays/absent MUST be clearly stated on the correct days/times on the timesheet. Failure to do so will result in immediate termination and the scheme reporting back to the Department of Education and Training.

I agree to the automatic deduction of the weekly or fortnightly educator levy as decided as per fee policies and procedures.

I agree to treat as confidential all information received relating to my service and ensure all required documents and records are maintained in a confidential manner.

I agree not to engage in any activity during the term of this Agreement that may create a conflict of interest; and

- (a) Possess a NSW driver's license (or have an assistant if on a learner's license) and roadworthy vehicle fitted with age-appropriate child restraints if intending to transport children.
- (b) Must carry out a risk assessment in accordance with the National Regulation before an authorisation is sought under the regulation for an excursion.

I agree to keep current public liability insurance cover of at least \$10,000,000 in accordance with the State Regulatory Authority and produce evidence as required.

I agree to notify Newton FDC Service Director/s in writing at least two weeks prior to terminating my services as an educator.

I agree to keep the Newton FDC Service Director/s informed of my holidays or changes in working days or times.

I understand that when I take time off (holidays/sick leave) I'm NOT entitled to receive any payments of fees and that I MUST fill the appropriate forms and time sheet accordingly. A minimum two weeks' notice MUST be given to the coordination unit in writing **PRIOR** to me going on holidays

I agree to provide access of my service to Newton FDC Service Director/s or delegate, or Support Coordinators, or a representative of the State Regulatory Authority, to my home at any time while providing care.

I agree to at all times be free of the effects of alcohol or inappropriate drugs and provide a tobacco, drug and alcohol-free environment while providing care.

I agree to monitor and implement strategies to ensure a safe environment is maintained at all times when providing care as per Annual Home, Premises or Venue Safety Audit.

I agree to notify the coordination unit if I, or if any other household member is accused of a notifiable offence under the Children and Young Persons (Care and Protection) Act 1998.

I agree to notify the coordination unit if any additional household member turns 18 and understand they are required to complete a working with children check.

I agree (in the case of pregnancy) not to return to work for a minimum of six (6) weeks and to provide the coordination unit with a medical clearance **PRIOR** to me re opening my service.

I agree to notify the coordination unit if I intend to use my vehicle to transport children in care, and abide by the service transportation policies.

I acknowledge receipt of the Newton FDC service policies and procedures and agree to make it available to all families using the service. I agree to update my knowledge with current material distributed by the coordination unit and ensure that I am familiar and up to date with all policies and procedures of the service.

I agree to abide by the **CHILD SWAPPING** legislation set out by the Department of Education and Training. I agree to NOT receive childcare payments for a session of family day care provided to my child/ren on the same day that I provide family day care session, unless specified circumstances apply. For more details, I will abide by the laws and regulation below: <https://education.nsw.gov.au/early-childhood-education>

I agree to abide by Section 47 of the Minister's Rules that states that within each Child Care Subsidy fortnight, the Family Day Care educator must make sure that less than 50% of children in care are related to them, and that more than 50% of children in care are not related to them. This ratio is applied across all of the children cared for across the whole fortnight, and not to just one particular session.

THE PARTIES FURTHER AGREE THAT:

The coordination unit:

1. Monitor the Educator by providing advice and assistance through home visits or through regular training session and communication.
2. Assist the Educator with appropriate placement of children and monitoring the suitability of the placement.
3. Provide the Educator with most current government information and training to assist them to update their knowledge in the Family Day Care sector.
4. Any complaint in relation to child's safety, wellbeing, health and education, will be reported to the Regulatory Authority: NSW Early Childhood Education and Care Directorate, Department of Education and the Child Protection Helpline within 24 hours.
5. This agreement may be changed from time to time, therefore, a notification with full details will be provided to the educators.

The Educator:

1. Must ensure that the rights and best interests of the child are paramount.
2. Must have an educational program delivered to all children being educated and cared for by the service that is:
 - a. based on an approved learning framework, and
 - b. delivered in a manner that accords with the approved learning framework; and
 - c. based on the developmental needs, interests and experiences of each child, and
 - d. designed to consider the individual differences of each child.
3. Must ensure that no child being educated and cared for is subjected to any form of corporal punishment, or any discipline that is unreasonable in the circumstances.
4. Must take every reasonable precaution to protect children being educated and cared for from harm and from any hazard likely to cause injury.

5. Must implement adequate health and hygiene practices, and safe practices for handling, preparing and storing food to minimise risks to children being educated and cared for by the service.
6. Must ensure that a child who is being educated and cared for does not leave the education and care service premises except in accordance with the National Regulation.
7. Must gain permission (in the form of permission forms) from parent/guardian before taking children out on an excursion.
8. If educator provides food in the service, they must ensure that:
 - a) the food or beverage provided is nutritious and adequate in quantity,
 - b) the food or beverage being provided to children, is chosen having regards to the dietary requirements of individual children taking into account:
 - i. each child's growth and development needs, and
 - ii. any specific cultural, religious or health requirements.
9. Medication is not administered to a child being educated and cared for by the educator unless:
 - a) that administration is authorised, and
 - b) the medication is administered in accordance with the National Regulation.
10. The Educator must maintain proper records of all aspects relating to the care of children registered with Newton Family Day Care, including but not limited to attendance and absent records, family details record, observation and planning records, medication, accident, illness records and excursion permission forms.
11. The Educator is responsible for informing the coordinator if any aspect of the information provided on the registration form, changes during the term of this agreement.
12. Any actions of visitors to the Educator's home while children registered with Newton Family Day Care are in care, under the terms and conditions of this agreement will be deemed to be the responsibility of the educator.

The period of this contract is on a twelve-month basis effective as at the commencement date of this agreement. The first three month of the contract is Educator's probationary period. At the expiration of the probationary period, the contract may be terminated if the scheme finds out the educator is not suitable for the role.

Educator Name: _____

Educator Signature: _____ Date: ____/____/20____

This agreement is valid for twelve months from the above commencement date

OFFICE USE ONLY

Staff Name: _____

Staff Signature: _____ Date: ____/____/20____

Educator Bank Details Form

Educator Name: _____

Educator Address: _____

Bank Name: _____

BSB: _____

Account Number: _____