

EDUCATION ASSISTANT
APPLICATION FOR EMPLOYMENT

Title: *(Please Circle)* MR MRS MISS MS

First Name: Other Names:

Surname:

Address:

Suburb: Postcode:

Telephone: Mobile:

Email: Date of Birth:

Working With Children Check No.: Exp. Date:

Areas of Experience:

1.
2.
3.

Qualifications:

1.
2.
3.

Availability:

Please tick box

Mon

Tue

Wed

Thu

Fri

TERMS OF AGREEMENT WITH CLASS PROFESSIONALS

1. The Candidate requests that Class Professionals introduce the Candidate to Clients for such positions as Class Professionals shall determine is suited to the Candidate's availability, qualifications and abilities described above
2. The Candidate warrants that the information in this application is true and correct and that the Candidate will disclose to Class Professionals and any Client to which the Candidate is introduced all facts material to the Candidate's qualifications, work experience, references, health and any other matter that may effect the Candidate's employment or capacity to work
3. In consideration of Class Professionals introducing the Candidate to Clients for the positions suited to the Candidate's qualifications and abilities described above the Candidate agrees to the Class Professionals General Terms and Conditions for Candidates which have previously been provided to the Candidate and the General Terms and Conditions for Candidates shall apply to this Agreement

Signed:

Dated:

Please tick box

Districts Requested:

Western Districts	<input type="checkbox"/>
Northern Districts	<input type="checkbox"/>
Eastern Districts	<input type="checkbox"/>
Southern Districts	<input type="checkbox"/>
Geelong	<input type="checkbox"/>

Please complete Items 1, 2 & 3 below

1. Financial Institution details for Direct Credit

Bank: _____ Branch Name: _____

BSB:

Account No:

Account Name: _____

2. Superannuation details

Private Fund
(please complete Choice of Superannuation Fund form on Page 4)

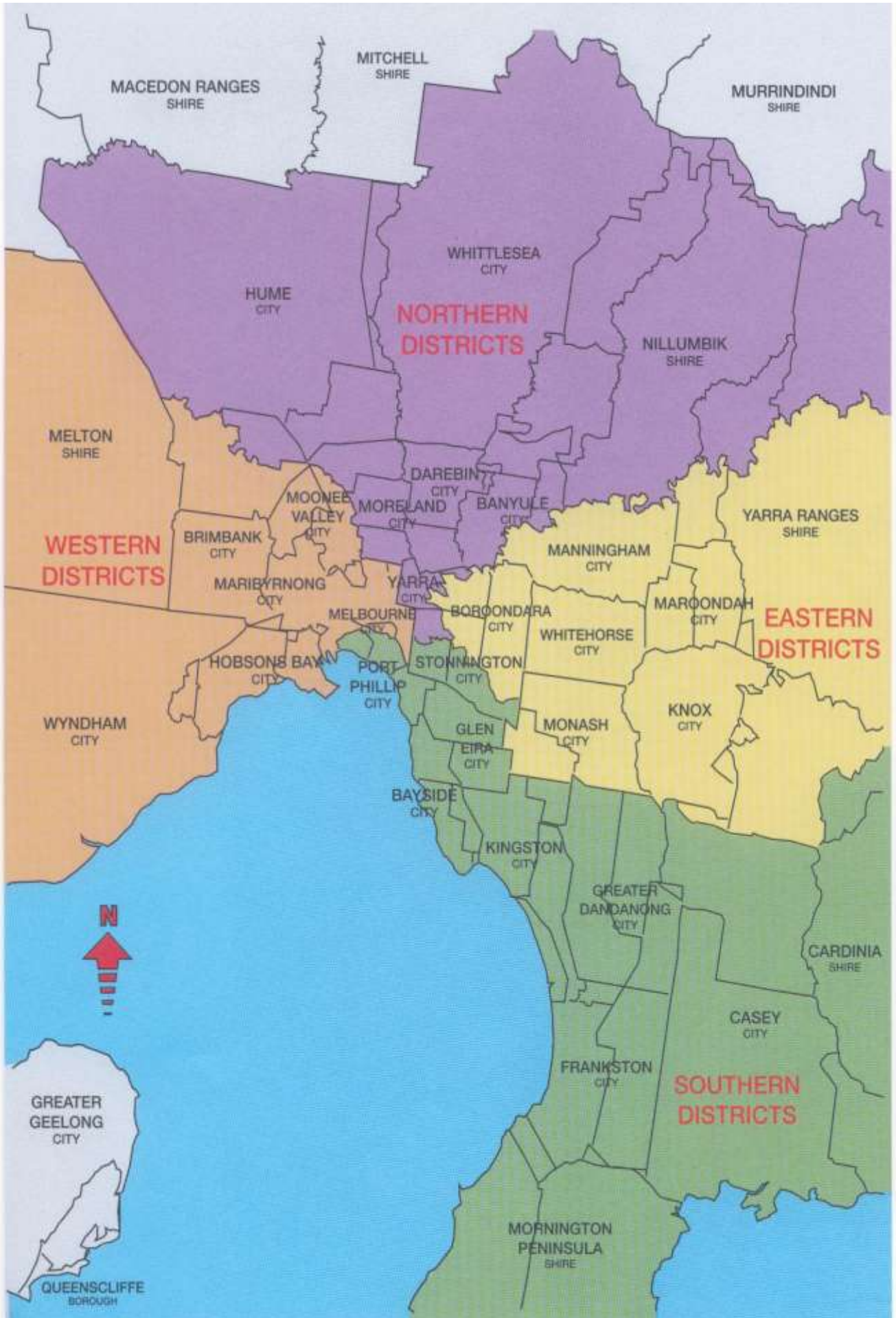
Class Professionals nominated Fund (MLC)

3. Supply and attach completed Tax Declaration Form

Please tick box

How did you hear about Class Professionals?

Newspaper	<input type="checkbox"/>
Yellow Pages	<input type="checkbox"/>
Internet Search	<input type="checkbox"/>
Radio	<input type="checkbox"/>
Word of Mouth	<input type="checkbox"/>
Other	<input type="checkbox"/>



Choice of superannuation fund

Standard choice form - information for employees

You can choose the superannuation fund or retirement savings account (referred to below as superannuation funds) to which your employer will make future superannuation guarantee contributions (9%).

Option 1:

You do not have to choose a fund.

If you do not make a choice, your employer's contributions will be paid into the fund that your employer has chosen (see Part A on the reverse side of this form). This may not be the same as your current fund.

Your employer's chosen fund may be suitable for your needs. You can choose a different fund later if you like.

If you do not want to choose a fund, you do not have to complete this form.

1 Your employer is not liable for the performance of superannuation funds that you choose or they choose on your behalf.

1 Do not seek financial advice from your employer unless they are licensed to provide it.

2 MORE INFORMATION

You can get more information about choice of superannuation fund or superannuation in general from:

- www.superchoice.gov.au, or
- by phoning **13 28 64**

If you do not speak English well and want to talk to an Australian government officer, phone the Translating and Interpreting Service on **13 14 50** for help with your call.

If you have a hearing or speech impairment and have access to appropriate TTY or modem equipment, phone **13 36 77**, if you do not have access to TTY or modem equipment, phone the Speech to Speech Relay Service on **1300 555 727**.

3 TIPS FOR COMPARING FUNDS

Fees

Most funds charge fees. Differences in the fees funds charge can have a big effect on what you may have to retire on. This effect may be more than you think and for this reason you need to consider what fees are being charged. For example, your final return could be reduced by up to 20% over 30 years if your total amount of fees and costs are 2% rather than 1% (eg, from \$100,000 to \$80,000). Some funds may also charge an exit fee if you leave the fund.

Death and disability insurance

Your current fund may insure you against death or an illness or accident that makes you unable to return to work. Other funds may not offer insurance, or you may have to pass a medical examination before they cover you. Check if you'll be covered in any new fund, and the costs and amount of cover, before leaving your current fund.

Option 2:

Choose a fund.

You can choose the superannuation fund where you want your future employer contributions to be paid.

Your employer is only required to accept one choice every 12 months.

Step 1

Gather information - work out what's best for you

You will need to find out what superannuation options are available to you.

Find out about the features and benefits of your current fund, the fund chosen by your employer and any other funds you are considering. Your current fund may be different to the fund chosen by your employer.

1 The tips section highlights key issues you should consider when comparing funds.

Step 2

What do I need to tell my employer?

Give your employer details of your chosen fund by completing **Part B** of this form or by a written statement including the necessary information. This information may be provided by your chosen fund.

Part A shows details of your employer's superannuation arrangements. This includes the fund that your employer has chosen to make all future superannuation guarantee contributions to. If your employer has changed funds recently, the previous fund will also be shown. You may choose to remain in this previous fund.

Step 3

What happens to any superannuation I have in existing funds?

Any money you have in existing funds will remain there unless you make arrangements to transfer it (roll over) to another fund. Check the impact of any exit fees or benefits you may lose before leaving the fund. Your employer cannot do this for you.

Investment choice

Some funds let you choose where the fund will invest your super. Some choices offer higher returns, but with a higher risk that investments may go down as well as up. Other choices offer greater security but with lower expected returns. Choose the level of risk and return that you are comfortable with.

Investment performance

Superannuation is a long term investment for your retirement, so its investment performance needs to be judged over the long term. Short term performance, whether good or bad, may not be repeated. There is no guarantee that a fund that has performed well in the past will do so in the future.

The information you'll need to make these checks is in each fund's product disclosure statement which you can get from the fund. For further information on choosing a fund go to the website www.superchoice.gov.au or phone **13 28 64**.

CHECK LIST

- APPLICATION SHEETS 1, 2 & 4
- TAX DECLARATION FORM
- CHOICE OF SUPERANNUATION FUND FORM
- CERTIFIED PASSPORT PHOTO (Approximately 4.5 cm x 3.5 cm) *
- CERTIFIED COPY OF QUALIFICATIONS *
- RESUME (With two (2) Referees)
- CERTIFIED COPY OF POLICE CLEARANCE *
- PHOTOCOPY OF DRIVERS LICENCE
- CERTIFIED COPY OF W.W.C. (Working With Children Check) *
(Forms available from Post Office)

* Certified documents must be sighted, signed and stamped by a Chemist, Post Office or Police Station employee

TO BE POSTED TO:

Please Note:-No Staples

**CLASS PROFESSIONALS
PO BOX 1460
MELBOURNE VIC 3001**

CLASS PROFESSIONALS

GENERAL TERMS AND CONDITIONS FOR CANDIDATES

1. DEFINITIONS

In this Agreement the following terms mean:

- “Agreement”:
the Candidate Application for Employment Services together with these General Terms and Conditions
- “Candidate”:
any individual seeking placement by Class Professionals in part time, casual or fulltime employment whether in a temporary or a permanent placement with a Client;
- “Class Professionals”:
the owners of the Business known as Class Professionals
- “Client”:
the person, school, educational institution, corporation or other entity to which the Candidate is introduced by Class Professionals, and includes all staff, employees, servants and agents of the Client;
- “employment” and “employed”:
any form of engagement of a Candidate by a Client whatsoever for the provision of work, labour, services or personal exertion, either part time, casual or fulltime whether temporary or permanent;
- “sub contract rate”:
a rate specified in the Scale of Fees and charged to the Client where the Candidate is employed by Class Professionals to provide services to the Client on a subcontract basis;
- “Scale of Fees”:
the scale of fees set out in the Schedule as varied from time to time by Class Professionals
- “Services”:
the provision to the Client by Class Professionals of Candidates for employment

2. AGREEMENT APPLIES TO ALL CANDIDATES

This Agreement applies to all Candidates introduced to a Client by Class Professionals.

3. FEES

The Candidate acknowledges that except where specifically stated in this Agreement the Client is solely responsible for the payment to Class Professionals of the Fee for Services pursuant to the Scale of Fees.

- (a) Where the Fee for Services in the Scale of Fees is stated to be a percentage of the Candidate's annual income it is calculated on the estimated gross value of the remuneration agreement between the Client and the Candidate in the first year of employment including the value of salary, allowances, superannuation, and any benefit that is subject to Fringe Benefits Tax.
- (b) Where the Fee for Services in the Scale of Fees is stated to be a subcontract rate it applies where the Candidate is provided on a subcontract basis to the Client, and the Candidate remains at all times the employee of Class Professionals.
- (c) Where the Fee for Services in the Scale of Fees is stated to be a contract of employment rate it applies where the Candidate is provided to the Client on the basis that the Client will employ the Candidate directly and be responsible for all salary, allowances, superannuation, and any other employment entitlements, benefits, costs and insurance.
- (d) The Client is liable for the relevant Fee for Services in any of the following events;
 - (i) a Candidate is employed by the Client,
 - (ii) a Candidate is employed by the Client indirectly or by any employee, servant, agent or other person acting for or on behalf of the Client,
 - (iii) a Candidate provides services to the Client whilst employed by Class Professionals or by any other agent or contractor,
 - (iv) a confirmed appointment of a Candidate for employment for a period of not more than 20 working days is cancelled by the Client within and including one (1) hour prior to the agreed time for commencement of employment of the Candidate,

- (v) a confirmed appointment of a Candidate for employment for a period of greater than 20 working days is cancelled by the Client within and including twenty-four (24) hours prior to the agreed time for commencement of employment of the Candidate,
- (vi) a Candidate is employed or reemployed under any conditions within twelve (12) calendar months of the initial introduction to the Client by Class Professionals,
- (vii) the Client enters into any employment contract, arrangement, practice or undertaking between and any other person or agent, on behalf of, or in connection with a Candidate that results in the Client receiving the benefit of services of the Candidate, within twelve (12) months after the later of,
 - (A) the latest day on which such Candidate worked for the Client, or
 - (B) the date of introduction of the Candidate to the Client.

The Scale of Fees may be amended by Class Professionals in accordance with the Client general terms and conditions.

4. CLASS PROFESSIONALS

Class Professionals undertakes to;

- (a) use its best endeavours to introduce the Candidate to Clients for the purpose of employment in the areas specified in the Candidate Application for Employment Services,
- (b) provide Candidate information to Clients,
- (c) keep confidential and not disclose any confidential information supplied by the Candidate except for the purpose of introduction to any school, educational institution, or any other party required to give effect to this agreement.

Class Professionals shall not be liable for;

- (a) any loss, damage or costs irrespective of how they are caused and whether through negligence or otherwise, which a Candidate may suffer or may become liable for, arising out of or in connection with or as a result of the introduction by Class Professionals of a Candidate to a Client,
- (b) any act or omission of any Candidate or Client,
- (c) any failure to introduce a Candidate to a Client,
- (d) a Candidate not being successful in any application for employment.

5. THE CANDIDATE

The Candidate undertakes to;

- (a) make full disclosure of all facts and information material to the Candidates qualifications, work experience, references, health and any other matter that may effect the Candidates employment or capacity to work,
- (b) notify Class Professionals of the terms of each Candidates employment prior to commencement of that employment,
- (c) not enter into, except through Class Professionals, any employment contract, arrangement, practice or undertaking between the Candidate and any other person or agent, on behalf of, or in connection with a Client that results in the Client receiving the benefit of services of the Candidate, within twelve (12) months after the later of,
 - (i) the latest day on which such Candidate worked for the Client, or
 - (ii) the date of introduction of the Candidate to the Client.
- (d) In the event that a Candidate breaches clause 5.1(c) the Candidate shall be jointly and severally liable with the Client to pay to Class Professionals the relevant Fee for Services specified in the Scale of Fees.

The Candidate acknowledges that;

- (a) The Client will
 - (i) satisfy themselves as to the Candidate's integrity and suitability for employment by the Client,
 - (ii) make the final recruitment decision once it has satisfied itself of the Candidate's qualifications, training and experience.

- (b) The acceptance of the Candidate Application for Employment Services by Class Professionals is not a contract of employment, and that in respect of each placement with a Client a separate contract of employment shall be entered into:
 - (i) where it is on a subcontract basis, on such terms as shall be negotiated between the Candidate and Class Professionals, and
 - (ii) where it is on a contract of employment basis, on such terms as shall be negotiated between the Candidate and the Client.

The Candidate shall;

- (a) refrain from contacting any Client introduced to the Candidate by Class Professionals, either directly or through any third party other than Class Professionals for a period of twelve (12) months after the later of,
 - (i) the latest day on which such Candidate worked for the Client, or
 - (ii) the date of introduction of the Candidate.
- (b) Keep confidential and not disclose to any school, educational institution, or any other party without prior consent of both the Client and Class Professionals, information or any Client details supplied by Class Professionals.

6. TERMINATION

Either party may terminate this Agreement at any time by giving to the other notice in writing provided that the obligations of the Candidate of confidentiality and to pay fees to Class Professionals in any of the events specified in this Agreement shall survive any termination.

7. NOTICE

Any notice required by this Agreement to be given by either party to the other, shall be in writing and shall be deemed given or delivered upon;

- (a) personal delivery at the address of the party to be served, or
- (b) upon completion of successful transmission if dispatched via facsimile transmission to the facsimile numbers specified in the Candidate Application for Employment Services,
- (c) upon completion of successful transmission by email to the email address specified in the Candidate Application for Employment Services,
- (d) 2 working days after posting by ordinary prepaid post or registered post to the address of the party to be served.

Either party may from time to time designate by notice to the other party another address, facsimile number or email address.

8. ENTIRE AGREEMENT

This Agreement is the entire agreement between the Candidate and Class Professionals.

The Candidate acknowledges that it has not relied on any warranties or representations made except as set out in this Agreement.

If a term of this Agreement is held to be unenforceable for any reason, it will be severable and will not affect the remaining terms.

9. GST

In this Clause:

GST means GST within the meaning of the GST Act. GST Act means the Act "A New Tax System (Goods and Services Tax) Act 1999 (as amended)".

Except where this Agreement states otherwise, an amount payable by a party for a taxable supply made by the other party under this Agreement is expressed as a GST exclusive amount.

If a party makes a taxable supply under this Agreement, then the party liable to pay for the taxable supply must also pay to the supplier the GST payable in respect of the taxable supply at the time payment for the taxable supply is due.

A party is not obliged under Clause 9.3 to pay the GST on a taxable supply to it, until given a valid invoice for the supply.

10. LAW

This Agreement shall be governed by the laws of the State of Victoria.

SCHEDULE

SCALE OF FEES – 2009

Subcontract Rates

Fee for Services

Daily rate:

\$130.00

Payable for each day or part of a day that a Candidate is supplied to a Client to provide services.
A "day" for the purpose of this rate is 6.0 hours on the same day inclusive of all recess and lunch breaks.

Hourly rate:

\$21.68

Payable for each hour or part of an hour in excess of 6.0 hours in one day that a Candidate is supplied to a Client to provide services.

This rate only applies to additional hours worked on the same day as a day for which the Client is liable to pay a daily rate fee.

Casual relief teachers are entitled to a minimum payment of 3.0 hours in respect of employment on any one day.

Commission:

Daily commission of 12% of Gross Salary deducted. This rate may be altered without notice and is available on request.