

FEES – LONG DAY CARE

QUALITY AREA 7 |



PURPOSE

In this policy document, Creative Minds Early Years Pty Ltd is referred to as Creative Minds Early Years.

This policy provides a clear set of guidelines for:

- the setting, payment and collection of fees
 - ensuring the viability of Creative Minds Early Years, by setting appropriate fees and charges
 - the equitable and non-discriminatory application of fees across the programs provided by Creative Minds Early Years.
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POLICY STATEMENT

VALUES

Creative Minds Early Years is committed to:

- providing responsible financial management of the service, including establishing fees that will result in a financially viable service, while keeping user fees at the lowest possible level
- providing a fair and manageable system for dealing with non-payment and/or inability to pay fees/outstanding debts
- maintaining confidentiality in relation to the financial circumstances of parents/guardians
- advising users of the service about program government funding and fees to be paid by parents/guardians

SCOPE

This policy applies to the approved provider, persons with management or control, nominated supervisor, persons in day-to-day charge and, parents/guardians attending Creative Minds Early Years.

RESPONSIBILITIES	Approved provider and persons with management or control	Nominated supervisor and persons in day-to-day charge	Early childhood teacher, educators and all other staff	Parents/guardians	Contractors, volunteers and students
R indicates legislation requirement, and should not be deleted					
Reviewing the current budget to determine fee income requirements	R	√			
Implementing and reviewing this policy in consultation with parents/guardians, the Nominated Supervisor and staff, and in line with the requirements of DE’s Free Kindergarten initiative <i>(refer to Definitions)</i>	R	√	√	√	
Developing a fee policy that balances the parent’s/guardian’s capacity to pay, with providing a high-quality program and maintaining service viability	R	√			
Implementing and reviewing this policy in consultation with parents/guardians, the nominated supervisor and staff, and in line with the requirements of the Commonwealth Governments Child Care Package <i>(refer to Sources)</i>	R	√			
Reviewing the effectiveness of the procedures for late payment and support offered	R	√			
Considering options for payment when affordability is an issue for families	R	√			
Clearly communicating this policy and payment options to families in a culturally-sensitive way, and where possible in the family’s first language	R	√			
Ensuring that the <i>Fees Policy</i> is readily accessible at the service <i>(Regulation 171)</i>	R	√			
Providing all parents/guardians with fee information <i>(refer to Attachment 1)</i>	R	√			
Providing all parents/guardians with a statement of fees and charges upon enrolment of their child/ren	R	√			
Providing all parents/guardians with a fee payment agreement <i>(refer to samples in Attachment 2)</i>	R	√			
Ensuring fees are collected and receipted	R	√			

Collecting all relevant information and maintaining relevant documentation regarding those with entitlement to concessions, where applicable	R	√		√	
Complying with the service's <i>Privacy and Confidentiality Policy</i> regarding financial and other information received, including in relation to the payment/non-payment of fees	R	√			
Notifying parents/guardians a minimum of 14 days before any proposed changes that will affect the fees charged or the way in which fees are collected. (<i>Regulation 172(2)</i>)	R	√			
Addressing any complaints or concerns that have been raised regarding fees at the service in a timely manner	R	√			
Reading the Creative Minds Early Years Fee information for families (<i>refer to Attachment 1</i>), and complying with the Fee Payment Agreement (<i>refer to Attachments 2</i>)				√	
Notifying the approved provider if they are experiencing difficulties with the payment of fees				√	
Signing and complying with the terms and conditions regarding Fee Payment in enrolment form				√	
Informing the approved provider of any complaints or concerns that have been raised regarding fees at the service		√	√		
Referring parents'/guardians' questions in relation to this policy to the approved provider.		√	√		
Providing the required documentation to enable the service to claim Early Start Kindergarten, if eligible (<i>refer to Attachment 1</i>).				√	



BACKGROUND AND LEGISLATION

BACKGROUND

Regulation 168(2) (n) of Education and Care Services National Regulations 2011 requires that Early Childhood Education and Care services have a comprehensive written fees policy, and the content of this policy must be communicated to families. The policy must include a written statement about the fees to be charged and the payment process. All families must be informed of applicable fees at the time of enrolment.

Childcare services providing approved child care (*refer to Definitions*) must abide by the *Family Assistance Legislation Amendment (Jobs for Families Child Care Package) Act 2017* (*refer to Legislation and standards*). The Commonwealth Government supports working parents/guardians in making early childhood education and care more affordable and accessible through the Child Care Package (The Package). The Package includes the Child Care Subsidy (*refer to Definitions*) and Child Care Safety Net (*refer to Definitions*). Together, they enable parents/guardians to participate in the workforce by making early childhood education and care affordable and accessible.

The Child Care Subsidy helps by assisting families with their child care fees and provides greater assistance to low and middle-income families

The Child Care Safety Net provides families and services extra support if they are vulnerable and disadvantaged, or located in a regional or remote community. The Child Care Safety Net includes:

- **The Additional Child Care Subsidy:** which provides extra payment on top of the Child Care Subsidy for families who need more help. There are four different payments:
 - For families who need help to support their children's safety and wellbeing
 - For grandparents who care for their grandchildren
 - For families experiencing significant financial stress
 - For parents transitioning from welfare to work
- **The Community Child Care Fund:** which helps services stay open and available to children in disadvantaged, regional and remote communities.
- **The Inclusion Support Program:** which provides support to Early Childhood Education and Care services to build their capacity and capability to include children with additional needs in mainstream services
- **Subsidised Care for Low Income Families:** who earn \$69,390 or less a year can access 24 hours of subsidised care per child per fortnight without having to meet the activity test.

LEGISLATION AND STANDARDS

Relevant legislation and standards include but are not limited to:

- A New Tax System (Family Assistance) Act 1999
- A New Tax System (Family Assistance) (Administration) Act 1999
- Charter of Human Rights and Responsibilities 2006 (Vic)
- Child Care Subsidy Minister's Rules 2017
- Child Care Subsidy Secretary's Rules 2017
- Child Wellbeing and Safety Act 2005 (Vic)
- Disability Discrimination Act 1992 (Cth)
- Education and Care Services National Law Act 2010
- Education and Care Services National Regulations 2011: Regulation 168(2)(n)
- Equal Opportunity Act 1995 (Vic)
- Family Assistance Legislation Amendment (Jobs for Families Child Care Package) Act 2017
- National Quality Standard, including Quality Area 7: Governance and Leadership

The most current amendments to listed legislation can be found at:

- Victorian Legislation – Victorian Law Today: www.legislation.vic.gov.au
- Commonwealth Legislation – Federal Register of Legislation: www.legislation.gov.au



DEFINITIONS

Centrelink: The agency that delivers payments and services to parents/guardians on behalf of the Australian Government

Child Care Safety Net: Child Care Safety Net provides families and services extra support if they are vulnerable and disadvantaged, or located in a regional or remote community. Supporting children to access quality early childhood education and care services

Child Care Subsidy (CCS): A Commonwealth Government means tested subsidy to assist eligible parents/guardians with the cost of child care. Payments are paid directly to approved child care providers. Further information can be found at: www.dese.gov.au/child-care-subsidy

Excursion/service event charge: An additional charge required to meet the cost of special events or excursions that occur in response to emerging children's program needs. Events that are planned ahead and are included as an expenditure item in the service's budget do not incur this additional charge (*refer to Excursions and Service Events Policy*).

Fees: A charge for a place within a program at the service.

Late collection fee: A charge that may be imposed by the approved provider when parents/guardians are late to collect their child/children from the program (*refer to Attachment 1*)



SOURCES AND RELATED POLICIES

SOURCES

- Child Care Package: Commonwealth child care fee assistance including the Child Care Subsidy (CCS) and Additional Child Care Subsidy (ACCS): www.dese.gov.au

RELATED POLICIES

- Compliments and Complaints
- Delivery and Collection of Children
- Enrolment and Orientation
- Excursions and Service Events
- Inclusion and Equity
- Privacy and Confidentiality

EVALUATION



In order to assess whether the values and purposes of the policy have been achieved, the approved provider will:

- regularly seek feedback from everyone affected by the policy regarding its effectiveness, particularly in relation to affordability, flexibility of payment options and procedures for the collection of fees
- monitor the implementation, compliance, complaints and incidents in relation to this policy
- monitor the number of families/children excluded from the service because of their inability to pay fees
- keep the policy up to date with current legislation, research, policy and best practice
- revise the policy and procedures as part of the service's policy review cycle, or as required
- notifying all stakeholders affected by this policy at least 14 days before making any significant changes to this policy or its procedures, unless a lesser period is necessary due to risk (*Regulation 172 (2)*)



ATTACHMENTS

- Attachment 1: Fee information for families
- Attachment 2: Fee Agreement
- Attachment 3: Example of Statement of fees and charges



AUTHORISATION

This policy was adopted by the approved provider of Creative Minds Early Years on 18th July, 2023

REVIEW DATE: 18th July, 2024

ATTACHMENT 1. FEE INFORMATION FOR FAMILIES

Creative Minds Early Years 2023

1. General information

Creative Minds Early Years abides by the *Family Assistance Legislation Amendment (Jobs for Families Child Care Package) Act 2017* (refer to *Legislation and standards*). The Child Care Subsidy helps by assisting families with their child care fees and provides greater assistance to low and middle-income families. The Child Care Safety Net provides families and services extra support if they are vulnerable and disadvantaged or located in a regional or remote community.

Hours of operation	Monday - Friday 6.30am – 6.00pm
Planned Closures	Public holidays and 22 December 2023 Clean-up Day. Professional Development days will be advised. Set up days 2024 to be advised

2. How fees are set

As part of the budget development process, Creative Minds Early Years sets fees each year for the programs of the service, taking into consideration:

- the financial viability of the service
- the level of government funding provided
- the availability of other income sources, such as grants
- the fees charged by similar services in the area
- the capacity of parents/guardians to pay fees
- reasonable expenditure in meeting agreed program quality and standards
- requirements of Child Care Package: www.dese.gov.au/child-care-package

Once fees are set for the year, they will only be reviewed in extraordinary circumstances, for example, if enrolments drop and the service is at risk of not being able to meet its expenses.

3. Other charges

Other charges levied by Creative Minds Early Years include:

- **Holding Fee:** At beginning of enrolment a holding fee will be charged to parent/guardian account. The amount will be one-week full fee of the child's booking, refunded at the end of the booking enrolment to assist with finalising fees.
- **Excursion/service event charge:** At times throughout the year an additional excursion(s) or event(s) may be arranged where it is considered relevant to the service's program and the children's interests. At this time any additional costs to families are taken into consideration before a decision is made (*refer to Excursions and Service Events Policy*).
- **Late collection fee:** Creative Minds Early Years reserves the right to implement a late collection charge when parents/guardians are frequently late in collecting a child from the service.
Arriving late to collect a child is not acceptable behaviour, as this means we are operating outside the licensing hours and your place may be at risk if this behaviour is continued. A minimum of 2 staff members must stay behind until the parent (or their nominated emergency contact) is able to collect the child.
A late fee (for any reason) of \$2 per minute in 15-minute minimum blocks by Creative Minds Early Years ELC for each child will be charged for any child collected later than Creative Minds Early Years closing time. Parent picking up one child at 6:30 will be charged \$30, a parent picking up two children at 6:45pm will be charged at \$180 etc.

Parents/guardians acknowledge the fees will be applied when they have arrived late and signed out via Kidsoft, when they have collected their child/children. A staff member (Person in Charge) will also validate this, and the fees will be added to your account.

4. Statement of fees and charges

A statement of fees and charges will be provided to families on enrolment (*refer to Attachment 3*).

5. Payment of fees

Creative Minds Early Years will regularly review payment options and procedures to ensure that they are inclusive and sensitive to families' cultural and financial situations.

Fees will be invoiced on a fortnightly basis. Invoices will show any childcare subsidy payments made by the Commonwealth Government and the remaining gap fee is to be paid by parents/carers by the date indicated on the invoice. Families are expected to pay the gap fee shown on the invoice each fortnight and not allow fees to fall more than two weeks into arrears.

Fees will be invoiced to parents/guardians directly and must be paid by the date indicated on the invoice. Each invoice will be accompanied by payment instructions. Receipts will be provided for all fee payments.

Parents/guardians experiencing difficulty in paying fees are requested to contact the Approved Provider/Nominated Supervisor or Enrolment Officer to arrange a suitable alternative payment plan. The [Privacy and Confidentiality Policy](#) of the service will be complied with at all times in relation to a family's financial/personal circumstances.

6. Cancellation of booking

Families are asked to provide two weeks' written notice of the cancellation of a booking. Fees will continue to apply for the two weeks' notice period unless cancellation of booking is due to an illness and a medical certificate is provided.

7. Unpaid fees

If fees are not paid by the due date, the following steps will be taken:

- An initial reminder letter will be sent to parents/guardians with a specified payment date and will include information on a range of support options available for the family.
- Where payment is still not received, families will be invited to attend a meeting to discuss the range of support options available and establish a payment plan.
- Failure to attend the meeting and continued non-payment may result in a second and final letter notifying parents/guardians that the child's place at the service may be withdrawn unless payment is made or a payment plan is entered into within a specified period of time. This letter will also include information on a range of support options available for the family.
- Creative Minds Early Years will continue to offer support and will reserve the right to employ the services of a debt collector.
- If a decision is made to withdraw the child's place at the service, the parents/guardians will be provided with 14 days' notice in writing.
- No further enrolments of children from the parents/guardians will be accepted until all outstanding fees have been paid.
- A late fee of 15% per week is applied to any overdue fees.

7. Refund of fees

Fees are non-refundable (exceptional circumstances may apply – these are at the discretion of the approved provider. There will be no refund of fees in the following circumstances:

- a child's short-term illness
- family holiday during operational times
- closure of the service for one or more days when a qualified educator is absent, and a qualified reliever is not available

- closure of the service for staff training days
- closure of the service due to extreme and unavoidable circumstances.

In addition, there will be no refund where a family chooses not to send their child to the program for the maximum number of hours for which they are enrolled.

8. Fundraising

Fundraising activities are an opportunity for families and communities to come together to raise money for a community need. **Participation in fundraising is voluntary.**

9. Support services

Families experiencing financial hardship often require access to family support services. Information on these services may be available from Creative Minds Early Years or alternatively families may contact the local council.

10. Notification of fee changes during the year

Fees set for the year would only be reviewed in extraordinary circumstances, for example, if attendance rates fall below the budget 'break even' point. Parents/guardians will be notified one term in advance of any required fee increase and will be offered the option to request a payment plan.

11. Non collection of children

If after 30 minutes after closing time, a child has not been collected and the centre has been unable to make contact with or had no contact from family or the emergency contacts, the staff will have no other option but to contact the child family services and/or the police to collect the child. Staff are not authorised to, under any circumstances, to drive the children home to the parent, put a child into a taxi or hand the child over to any person deemed not fit to care for the child e.g. parent under the influence of drugs or alcohol in which case the staff (Person in Charge) will call the police immediately for assistance and advice.

ATTACHMENT 2. FEE PAYMENT AGREEMENT

Please complete this form and return to Creative Minds Early Years by [Date]

Fee payment contract

Child/ren full name: _____

Parent's/guardian's full name: _____

- I/we acknowledge that the childcare service is funded by fees paid by parents/guardians. The service cannot operate without the fees paid by parents/guardians.
- I/we agree to pay "[enter amount]" fees in full in advance prior to commencing at Creative Minds Early Years and remain "[enter amount]" in advance at all times
- I/we acknowledge having received and read the attached summary of Creative Minds Early Years fees policy, which sets out the procedure for fee payment
- I/we understand that fees are non-refundable.
- I/we agree that if our activity and financial circumstances change, we will immediately notify Centrelink to ensure our Child Care Subsidy entitlements are up to date
- I/we acknowledge that if fees are not paid by the due date, Creative Minds Early Years will implement the late payment of fees procedures, as outlined in the Fee Information for Families, which could result in the withdrawal of my/our child's place at the service and no further enrolments until the outstanding fees are paid.
- I/we agree that if my/our financial circumstances change and I/we am/are unable to pay as agreed, I/we will immediately notify the [responsible position] to discuss alternative payment options.
- I/we acknowledge that I/we have received and read the service's Fee information for families, which outlines the procedure for payment of fees.
- I/we Agree to pay fees while the child is absent. Examples include annual leave, public holidays, illness, closure due to unforeseen circumstances etc.
- I/we acknowledge a late fee of [enter amount] will be charged to families for late payment of their account.
- I/we agree to collect my child/ren from Creative Minds Early Years prior to closing time.
- I/we agree to give [enter amount] written notice of when my child/children will be leaving Creative Minds Early Years.

Signature (parent/guardian): _____ Date: _____

Note: invoices, receipts and collection of fees will be in accordance with the Creative Minds Early Years *Fees Policy*

ATTACHMENT 2. EXAMPLE OF STATEMENT OF FEES AND CHARGES

**Customer Account Statement/Tax Invoice/
Statement of Entitlement Guide**



**Customer Account Statement
Tax Invoice
Statement of Entitlement**

Dasha Li-Wah
Po Box 699
Miami, QLD 4220

Burleigh Waters Early Learning Centre.

Burleigh Waters ELC
Provider Pty Ltd

Provider ABN: 17349353404

124 Preschool Lane
Burleigh Heads, QLD 4220

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e. burleighwaters@hotmail.com

Issued: 03-SEP-2019
Statement Period: 26-AUG-2019 to 08-SEP-2019

In Credit: 697.74

1 Account Financial Summary

Enrolment	Session Fee	Discount	CCS	ACCS	GAP
ALBURY, REMY (E8001301480)	700.00	0.00	536.95	0.00	223.05
	700.00	0.00	536.95	0.00	223.05

2 Account Attendance Summary

Enrolment	Attendance Days	Attendance YTD	Absences	Absences YTD
ALBURY, REMY (E8001301480)	8	39	0	2
	8	39	0	2

ALBURY, REMY	Care Type: CDC	Enrolment: E8001301480	Provider: 190004054L	Service: 1500173402
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3 Account Transactions

Day	Date	Description	Fees	Discount	CCS	ACCS	Debit	Credit	Balance	Status
	25-AUG	Previous balance carried forward	0.00	0.00	0.00	0.00	0.00	0.00	-0.01	
TUE	27-AUG	Daily Fees 8HR LD	95.00	0.00	67.14	0.00	27.86	0.00	-27.87	
TUE	27-AUG	Direct Debit Gap Fee	0.00	0.00	0.00	0.00	0.00	111.53	83.66	
TUE	03-SEP	Daily Fees 8HR LD	95.00	0.00	67.12	0.00	27.88	0.00	-27.89	Estimated
TUE	03-SEP	Direct Debit Gap Fee	0.00	0.00	0.00	0.00	0.00	111.53	83.64	Processing
			190.00	0.00	134.26	0.00	55.74	223.06	0.00	

5 Weekly CCS Summary

Date	Sess. Hrs	CCS Hrs, CCS Reported		Hourly Fee	CCS %	CCS	ACCS	Gap
		Applied	Fee					
27-AUG-2019	09:00	09:00	95.00	10.56	74.39	87.12	0.00	27.88
28-AUG-2019	09:00	09:00	95.00	10.56	74.39	87.12	0.00	27.88
01-SEP-2019	10:00	10:00	190.00			134.24	0.00	55.76

6 CCS Session Attendance Summary

Date	Sess. Start	Sess. End	Sess. Hrs	Attendance Start	Attendance End	Attendance Hours	Status
27-AUG-2019	07:30	16:30	09:00	07:54	15:00	07:14	
28-AUG-2019	07:30	16:30	09:00	07:53	16:34	06:41	
01-SEP-2019			10:00			15:56	
03-SEP-2019	07:30	16:30	09:00				Estimated
04-SEP-2019	07:30	16:30	09:00				Estimated
06-SEP-2019			10:00			00:00	

7 Bond Summary

Date	Account	Description	Refund	Payment	Charge
2019-06-17	Bond	Relevant Adjustment Bond Charge			250.00
2019-06-17	Bond	Bond payment Credit Card Bond Payment		250.00	
				Held	Outstanding
				250.00	0.00

1 Account Financial Summary

Provides a total where applicable of the Session Fee / Discount / Child Care Subsidy (CCS)/ Additional Child Care Subsidy - Child Wellbeing (ACCS) and Gap Fee for the statement period date range.

2 Account Attendance Summary

Provides a total of Attendance Days, Attendance Year to Date (YTD), Absences and Absences YTD for the statement period date range.

3 Account Transactions

Provides the most up to date account of all transactions incurred over the statement period, including the Session Fees charged, Additional Charges applied e.g. Late pick up fee, Payments made, and CCS, ACCS subsidies where applicable applied to your account. Each account transaction entry represents a change that may affect the balance owing.

4 Payments

Taken via the payment gateway "iDebitPro" will show as "Direct Debit Gap Fee" and will display as "processing" until the payment is processed by the bank. If the word "direct debit reversal" appears in the account transactions description, it means that the payment gateway was unsuccessful in taking the payment.

5 Weekly CCS Summary (Statement of Entitlement)

Shows the number of Actual Session hours, the CCS hours applied to that Session, the Session fee reported to CCS, the hourly fee per actual Session hours, CCS % applied as at that point in time, CCS subsidy \$, ACCS subsidy \$ and Gap fee owing for each session of care during the weeks in the statement period. This information is displayed and reported on as received by your service from the Government.

Customer Account Statement/Tax Invoice/ Statement of Entitlement Guide

STATUS

Estimated: Indicates Gap fee and Subsidy amounts are estimated. Once the transactions have been processed by the Government these will no longer show as estimated.

Processing: Payment has been submitted to the bank and is waiting to be processed.

Processed: Payment which has cleared by the bank.

Reversed: Payment which has been deleted.

Failed: Payment which has failed to clear.

Reversal: Payment correction of a Failed or Reversed Payment.

In Credit: The amount of credit the account is in as per the statement period date range.

Outstanding Balance: How much is owing on the account as per the statement period date range.

6 CCS Session Attendance Summary

Displays the session Start and End times, total session hours, and the actual reported attendance start and end times for your child's session (sign in and sign out times). This information is reported to the Government.

7 Bond Summary

Shows all bond payments charged to your account, this will display as Outstanding until paid, once paid this will display as Held. If your bond is refunded to you this will also display here. Bond transactions do not appear on your account transaction summary.

TERMINOLOGY

Session Fee: Fee charged per booking by your service.

Discount: Refers to a deduction applied by the service .

CCS Subsidy: Child Care Subsidy (CCS) paid by the Government to assist families with their child care fees.

ACCS: Additional Child Care Subsidy – Child Wellbeing is an additional top up payment paid by the Government to assist families with their child care fees.

Gap Fee: The Gap Fee is the difference between the amount you are charged, less discounts and the amount you receive from the Government.

Absence YTD: This provides a total of year to date absences for all services your child attends as reported by the Government for the current financial year.