

# FEES POLICY SESSIONAL/CHILD CARE

Policy number	21B	Version	V1.0
Responsible person	CFC Executive Director	Approved by CoM on	October 2022
Review frequency	2 years	Scheduled review date	October 2024

## PURPOSE

This policy will provide clear guidelines within Sessional/Child care for:

- the setting, payment, and collection of fees
- ensuring the viability of the Craig Family Centre (CFC), by setting appropriate fees and charges
- the equitable and non-discriminatory application of fees across the programs provided CFC.

## POLICY STATEMENT

### 1. VALUES

The CFC 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 funding, including government support and fees to be paid by parents/guardians

### 2. SCOPE

This policy applies to the CFC's employees, parents/guardians with an enrolled child, or who wish to enrol a child at CFC in the Sessional Care program.

### 3. BACKGROUND

CFC is a not-for-profit organisation and, as such, is reliant upon grants and fee income to ensure that services remain financially viable and deliver high quality early childhood education and care programs to children and families.

Regulation 168(2) (n) of *Education and Care Services National Regulations 2011* requires that funded 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 term and fees at the time of enrolment.

### 4. LEGISLATIVE APPLICATIONS

- Education and Care Services National Regulations (2011)
  - Part 4.7 Div 2 168 (2)(n); 172 (2)
- National Quality Standard for Early Childhood Education and Care and School Age Care
  - (2011) Standard 7.3 element 7.3.5

## **Legislation and standards**

Relevant legislation and standards include but are not limited to:

- *Charter of Human Rights and Responsibilities 2006* (Vic)
- *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)
- *National Quality Standard*, including Quality Area 7: Governance and Leadership

## **5. OBJECTIVE**

1. To ensure families are informed and adhere to the fee payment system
2. Families recognise their responsibility to maintain two weeks fees in advance at all times by being prompt with payment.
3. The Executive Director & Administration Coordinator will ensure that all families are familiar with, and adhere to, The CFC policies and procedures regarding the enrolment and termination of an enrolment of a child at the service.
4. Families recognise and understand that the booking of their child is continual until two weeks' notice in writing is given for change or cancellation.
5. That booked days cannot be swapped or changed due to legislative requirements with staffing ratios to children's numbers.
6. Families recognise that all booked days are payable when child is not in attendance

## **6. IMPLEMENTATION**

### **With regard to families**

In accordance with CFC's Enrolment of Children, parents/authorised nominees are required to pay a holding deposit, equivalent to two weeks full fees, to secure a position within Joey Room care. A payment of two weeks in advance is also a requirement prior to a child's start date and upon receipt of Child Care Benefit, the fee payment (if applicable) will be adjusted to reflect the required fee.

Under CCS, eligible families are allowed 42 absence days per child, each financial year. These can be taken for any reason, including public holidays and when children are sick, without the need to provide documentation. When a family has used their initial absence days, additional absences may be claimed, if taken for a reason defined in the Family Assistance Law. CCS will be cancelled by Centrelink if a child has not attended for 14 continuous weeks. Any CCS paid during the 14 weeks of absence, will be taken back by the Government and families will be liable to pay full fees for this period.

The holding deposit is non-refundable if the child does not start at the service or withdraws before the end of April regardless of any notification made to the service.

The holding deposit is held until the service receives notification in writing of the child leaving (2 weeks in advance). The deposit may then be credited against outstanding fees or payment for the final week's fees at the end of the year. If the enrolment is to carry into the following year, an adjustment to the holding deposit will be required to reflect the new revised full fee. Failure to give relevant notice of termination will mean that the service will retain the holding deposit payment.

CFC requires a minimum of two weeks' notice in writing of withdrawal, which is then credited against any outstanding fees. If families fail to give the two weeks' notice of their child's withdrawal, then the holding deposit is not returned.

The CFC will determine a fee payment schedule and families are asked to adhere to this and pay fees promptly. CFC requires all invoiced fees to be paid at least two weeks in advance of attendance at all times.

The Executive Director will notify the family, in writing, at least two weeks in advance of any changes to the fee structure.

Outstanding fees may place the child's position at the service in jeopardy. Families will need to discuss fees in arrears with the Executive Director. CFC reserves the right to take further action to recover outstanding fees.

An Educational Levy per quarter, is payable per quarter and will be added to you statement. This levy is refundable where a family participates in working bees or other such activities of the Craig including joining the Committee of Management.

## **7. FAMILIES WILL AGREE TO:**

1. Pay fees when a child/ren take holidays or are away during their agreed days of attendance. These days cannot be made up at a later time.
2. Pay fees for public holidays if a child is enrolled and the public holiday falls on their agreed day of enrolment at the service.
3. Pay a holding deposit of two weeks fees, held until two weeks' notice of leaving is received in writing, where no notice is received the holding fee will be forfeited.
4. Payment per quarter of the Educational Levy
5. Give two weeks' notice for any request to reduce days of attendance, as the centre is required to fill the vacant position.
6. Families will need to provide two weeks' notice of withdrawal and if the child does not attend the service during the notice period or any days which lead up to the last days of the notice period, then CCS cannot be claimed for days when a child does not attend. Under the definitions set down by the Commonwealth Government, care is deemed to have ceased and no CCS can be claimed for these absences. In these circumstances, families must pay the full fees.

## **8. PAYMENT OPTIONS**

The CFC offers families a range of fee payment options. The preferred methods include direct debit and internet banking.

CFC's Administration Coordinator will be required to undertake QikKids training and be familiar with the fee payment requirement, understanding the policies and procedures relating to fee payment is a critical element of the role and responsibility of both positions.

Invoicing and receipting of fee payments must be kept up to date. The Administration Coordinator will ensure systems are in place to monitor and pursue any outstanding accounts.

Where families may be experiencing financial hardship, the Administration Coordinator will consult with the Executive Director to facilitate a resolution to outstanding fees.

## **9. EVALUATION**

In order to assess whether the values and purposes of this policy have been achieved, the Craig Family Centre:

- 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 notify parents/guardians at least 14 days before making any changes to this policy or its procedures (Regulation 172(2)) unless a lesser period is necessary because of a risk

## **1. RELATED POLICIES**

### **Craig Family Centre policies**

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

## ATTACHMENT 1. FEE INFORMATION FOR FAMILIES

### Craig Family Centre 2023

#### 1. General information

Craig Family Centre (CFC) 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.

<b>Hours of operation</b>	8.30am to 4.30 pm
<b>Planned Closures</b>	All gazetted public holidays, 2 staff planning Professional Development Day, Min of 2 weeks over the Christmas & new year period.

#### 2. How fees are set

As part of the budget development process (CFC) 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](http://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 CFC include:

- **Educational Levy:** A per quarter levy to cover the cost of all educational materials and maintenance and gardening incurred by CFC.
- **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.
- **Late collection fee:** CFC reserves the right to implement a late collection charge when parents/guardians are frequently late in collecting a child from the service. This charge will be set at a level determined by CFC.

#### 4. Statement of fees and charges

A statement of fees and charges will be provided to families on enrolment (*refer to Attachment 2*).

#### 5. Payment of fees

CFC 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 within five working days of the date of 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 Executive Director 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' notice in writing 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.**
- **CFC 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.**

#### 7. Refund of fees

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

- **a child's short-term illness**
- **public holidays**
- **family holiday during operational times**
- **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 is undertaken to enable the purchase of additional items for the service. While participation in fundraising is voluntary, the support of every family is encouraged. Fundraising activities are also an opportunity for families and communities to come together.

#### 9. Support services

Families experiencing financial hardship often require access to family support services. Information on these services may be available from Executive Director 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.

## ATTACHMENT 2. FEE PAYMENT AGREEMENT

Please complete this form and return to CFC by \_\_\_\_\_

### 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 2 weeks fees in full in advance prior to commencing at CFC and remain 2 weeks in advance at all times
- I/we acknowledge having received and read the attached summary of CFC 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, CFC 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 Executive Director 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 will be charged to families for late payment of their account.
- I/we agree to collect my child/ren from CFC prior to closing time.
- I/we agree to give 2 weeks written notice of when my child/children will be leaving CFC.

Signature (parent/guardian): \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT 3. FEE AMOUNTS 2023**

**DAILY FEE:**

8.30 AM TO 4.30 PM	\$126.00
9.00AM TO 2.00PM	\$95.00

**EDUCATIONAL, MANTANANCE/GARDENING LEVY:**

QUATERLY	\$150.00PER CHILD \$200.00 WHERE THERE ARE TWO OR MORE CHILDREN
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**LATE COLLECTION OF CHILDREN FEE:**

FIRST FIFTEEN MINUTES OR PART THEREOF	\$30.00
EACH MINUTE AFTER FIFTEEN MINUTES	\$10.00

**EXCURSION FEES.**

THESE WILL BE DERTEMAINED ON A CASE-BY-CASE BASIS