

BOOKED HOURS, FEES, SUBSIDIES AND LEVIES

RATIONALE:

Family Assistance Law requires Clarence Family Day Care to make a written care arrangement with each family using the service. Educators do not have any legal right to independently enter into a care arrangement for CCB approved care. However Clarence Family Day Care is able to authorise educators (acting as agents for the scheme) to enter into care arrangements on its behalf. In order to be eligible for Australian Government fee assistance (eg. CCB and CCR), the care arrangement and all associated invoices and receipts must make it clear that the care is being provided by Clarence Family Day Care Scheme and that the fees are being paid to the service.

The written care arrangement is called the Contract for Care. The Contract for Care is between the Clarence Family Day Care Scheme and the parent/guardian. The parties to the Contract for Care are;

- Clarence Family Day Care Scheme
- The educator (acting as agent for Clarence Family Day Care Scheme)
- The parent/guardian

The cost of childcare for Family Day Care is based on the number of hours of care provided each day, and the fees applicable to that care. It is important that the relevant parties discuss bookings, fees and charges and payment arrangements before care commences. Once these have been agreed upon, a Contract for Care needs to be completed. A change to the Contract for Care needs to be discussed with all parties to the contract prior to any changes taking place.

The educators, acting as agent for Clarence Family Day Care Scheme should collect fees and payments for the childcare provided. It is possible that the cost of care may differ from one educator to another depending upon the Fee Schedule applicable to each individual educator.

When there is a conflict between this policy and the legislation, legislative instruments and regulations; the legislation, legislative instruments and regulations will always prevail.

Matters such as the number of hours booked and payment of fees (how much, how often, when and by what method) need to be discussed and agreed upon by the parties concerned. *The parties* should also reach agreement on procedures for holidays, public holidays, rostered days off, sick days, cancellation of care etc.

POLICY:

The charges for childcare will be based on the agreed hours of care, as they appear on the Contract for Care. Any absent days will be charged as per the Contract for Care. One week's notice is required to be given to the parties if a child is ceasing care. If insufficient notice has been given, and the child ceases care, the parent will need to pay full fee for any absent days. No Child Care Benefit can be claimed after the last day of attendance.

It is important that the relevant parties discuss bookings, fees and charges and payment arrangements before care commences. It is also important that the scheme is kept informed of any proposed changes to the Contract for Care once it has been completed. The educator needs to discuss any proposed alterations with the scheme prior to discussing these changes with parents.

The Fee Schedule (which forms Part B of the Contract for Care) details the fees and charges applicable to the individual care arrangement with the educator.

Most families are eligible for Child Care Benefit, which can be applied to all types of care booked through the scheme. The amount of Child Care Benefit a family is entitled to, is determined by the Australian Government Dept. of Human Services.

Clarence Family Day Care will adhere to the Federal Dept. of Education guidelines regarding the distribution of any subsidies for the families.

A scheme Service Fee (Levy) is included in the cost of care for parents and is deducted from the Child Care Benefit.

PROCEDURES:

1. *Once a booking is agreed upon between the parties, a Contract for Care needs to be completed, signed and dated, by a Clarence Family Day Care authorised person, the parent, and the educator (and educators assistant, if applicable). This agreement forms a contract between the parties. **Care must be available for the whole of the booked session.***

2. Every effort should be made to adhere to the booked hours for the mutual convenience and consideration of those involved.

3. If a family requires additional childcare they should discuss their needs with the parties concerned.

4. *When there is a permanent change to the booking, a new Contract for Care must be completed and lodged with Clarence Family Day Care for approval.*

5. The educator acting as agent for the Clarence Family Day Care Scheme will collect any payments for care on behalf of the scheme. The educator's preferred method for collection of fees, for example, by cash, cheque or bank transfer, should be negotiated and agreed upon by the educator and the parent. Whenever money is received from a parent/family by whatever means, a receipt must be written. This includes direct debit, centrepay, cheque, cash etc. A copy of receipts must be forwarded to the office attached to the applicable timesheet. Family Assistance Law requires that the parent fee be paid before CCB can be claimed.

6. Parents are requested to advise the Dept. of Human Services and the Clarence Family Day Care Scheme of any changes to their eligibility for Child Care Benefit.

7. It is the parents' responsibility to ensure their child has nutritious meals and snacks, milk and/or baby food, as appropriate and required. A parent may wish to ask the educator to supply some or all of the child's daily food requirements, and if so, this may be arranged and *an agreed charge levied*. Alternatively, the parents will provide all the daily food requirements for their children.

8. By arrangement with the parent, the educator may agree to deliver the child to and collect from kindergarten, pre-school, school or the family home. *A charge for transport may apply.*

9. Child Care Benefit would not normally be claimed for care while the child attends school or pre-school. There are however, some exceptions to this. More details are available in the Child Care Services Handbook, if needed.

10. *Clarence Family Day Care requires the parent to pay the fee for care (less the parent entitlement of Child Care Benefit / Child Care Rebate) to the educator, on the **first day** of care each week. If fees are not paid as agreed, the educator is not obliged to continue providing the care. In most circumstances, alternative care will not be provided until the outstanding amount is paid (if the educator has notified Clarence Family Day Care of non-payment). Exceptions to this policy may include 'children at risk'.*

Educators may provide care for a child under the visitor/family friend status if approved child to adult ratios are maintained, however there cannot be an exchange of private remuneration or barter agreement

11. It is essential that the person who delivers and collects the child from care, records and initials the exact arrival and departure times at the beginning and end of each session of care (this is also very important for insurance purposes). Special arrangements can be made for school aged children if they arrive and/or leave care unaccompanied by an adult. Parents are required to give authorisation in writing to the educator to sign a child in and out on the Attendance Record in some circumstances.

12. Parents should notify the educator as soon as possible if a child will be absent or the time of delivery or collection varies. Late collection without prior notification may attract a late fee, which is not subsidised and may be imposed at the discretion of the educator.

13. If a child is absent from care due to illness, normal fees will apply for the days of absence.

14. If a public holiday falls on a day when care is normally provided and no care is required, normal fees will apply. If care is required and the educator is prepared to offer care, fees may be charged at the non-core hour rate.

15. Rostered days off for parents, as with public holidays, will be charged at the normal rate. Fees are payable for booked hours whether or not the child is in care. For CCB absence purposes, parents who work a rotating shift or have rostered days off, need to provide a letter from their employer stating that this occurs.

16. When a child is going to be absent for more than two weeks written confirmation should be sought from the parents stating that the child will be returning to care and that they understand if the child does not return to care, they will be responsible for the full fee for that care.

17. When an educator plans to take holidays, they should discuss this with the scheme and also then with the parent preferably with early advice as to the intended dates and at least one week's notice is required. If a child is booked into care and the educator is not available, alternative care may be arranged. Parents are requested to contact the Co-ordination Unit for additional referrals.

18. The Coordination Unit and the educator should be given 7 days notice that a child will be ceasing care. If 7 days notice is not given, the educator is entitled to be paid in lieu of notice. Child Care Benefit cannot be *claimed* for any absence days *after the child's last actual attendance*. Therefore, full fees apply for any absence days after the last day of care.

** More details regarding absences from care can be obtained from the Child Care Services Handbook.*

19. If an educator resigns, or is otherwise not available to provide care, Clarence Family Day Care will attempt to refer parents to alternate educators who may be suitable/available. Educators are required to give a minimum of one week's notice of resignation, whenever possible, to assist in a smooth transition for parents and children.

20. Part of the Parent Fee includes a Service Fee/Levy which is deducted from any subsidy before it is transferred to the educator.

21. Educators are charged an Administration Fee each week when the educator works to offset some of the costs associated with stationary and printing. This fee is reviewed annually.

22. A Child Care Benefit and Rebate Statement will be provided to the parents of children in care every three (3) months.

Source: Australian Government – Department of Education:
Childcare Services Handbook 2012-2013.