

## Parent Agreement

Full Name of Child Being Enrolled \_\_\_\_\_

Full Name of Guardian 1 \_\_\_\_\_

Full Name of Guardian 2 \_\_\_\_\_

### GENERAL CONDITIONS

1. Definitions:

(a) "Service" means the Child Care Service referred to above.

(b) "Parent" means the person signing this Agreement whether it be the natural parent, Court appointed Guardian or Foster Parent or the Department of Community Services.

(c) "FAO" means the Family Assistance Office

2. This Agreement is valid for the duration of the period that the child is in care or until such time as a need arises for the Service to make a variation to the Children's Enrolment Agreement.

3. The parent of the child, (if not a separated person or the relevant government department ) in signing this Agreement, warrants that he or she is also the agent of the child's other parent and has full authority of the other parent to enter into this Agreement.

4. This Agreement may be varied by the Service from time to time in the absolute discretion of the Service.

### FEES

5. Responsibility for Payment

By signing this agreement the parent (and the parent's spouse if not separated at the time of signing this Agreement) shall be responsible for the payment of fees. Failure to pay fees in full by the due date may incur debt recovery action and legal proceedings against one or both parents.

If the child is enrolled by a Departmental official, in accordance with a Court Order or statute, the Department may be responsible for the payment of such fees.

6. Child Care Benefit

Fees will be as determined by the Service from time to time and as notified to the parent. Fees must be paid in full unless the parent is granted Child Care Benefit or subsidy. In this case, the fee payable will be the total fee due, less any benefit or subsidy. The parent will be responsible for contacting the Department of Human Services, providing evidence of income, and completing any Child Care Benefit Application forms required by the agency.

(a) Child Care Benefit will only be available to families from the date advised to the Service by the Department of Human Services. Full fee is payable for any period where a Child Care Benefit assessment has not been received by the Service or where the assessment is no longer current.



Should the level of Child Care Benefit be less than anticipated, parents will be responsible for the balance.

- (b) The parent will notify the Department of Human Services if there is any change in his or her circumstances, which may have a bearing on the amount of fees to be paid, and their eligibility for any Benefit or subsidy, and will advise the Service Director of this action.
- (c) The person who brings the child to the service and who picks up the child from the service must sign and record the times of arrival and departure at the time of arrival and departure.

It must be noted that childcare benefit will be withdrawn for any days of absence exceeding the number of Allowable Absences Days as outlined by the Department of Human Services.

- (d) The administration of childcare benefit by the Service will only be in accordance with the guidelines issued by the the Department of Human Services applicable at the time.

- (a) A fifty dollar (\$50.00) non-refundable administration fee is payable at the time of accepting a place for your child at our service.

(b) Bond

To reserve a child's place, it is required that a bond of two hundred dollars (\$200.00) fees is paid at the time of enrolment. This bond will be credited to the fees account to cover any outstanding monies due to the Service when four (4) weeks written notice is given that the child is being withdrawn. If the child is withdrawn without notice, then this bond will be forfeited.

(c) Method of Payment

**Prior to starting at our services upon acceptance of a place, 2 weeks in advances fees are required. At the end of each week from the first week of care fees will be Direct Debited from your account on a weekly basis.** Fees may be paid by debit from credit card (MasterCard or Visa) \*\* (Credit Card Transaction Fee may apply) or debit from bank account (building society or credit union account) \*\* (The centre will pay all the bank changes associated with the direct debit from bank accounts). **No other payment options are available.** A receipt will be emailed upon payment being collected.

- (d) Fees remain payable in full, even when there is a public holiday or the child is absent through illness or for any other reason.
- (e) Fees are not payable for the time the Service is closed over the Christmas/New Year period.
- (f) Failure to pay fees by the due date may result in immediate termination of care, alternatively the centre may ask the parent / guardian to enter into a separate payment agreement and / or will be referred to the centres debt collection agency to recover all fees owed. Parents will also be liable

Guardian 1 Initials \_\_\_\_\_

Guardian 2 Initials \_\_\_\_\_



for any debt collection agency expenses and fees incurred by the centre used in an effort to recover debt.

## PRIORITY OF ACCESS

8.

- (a) Kellyville Ridge Preschool & Long Day Care follows the 'Priority of Access' guidelines set down by The Australian government, to fill our vacancies:

The Priority of Access Guidelines must be used by approved services to allocate available childcare: places where there are more families requiring care than places available.

When filling vacant places, a service must fill them according to the following priorities:

Priority 1 – a child at risk of serious abuse or neglect

Priority 2 – a child of a single parent who satisfies, or of parents who both satisfy, the work, training, study test

Priority 3 – any other child.

Within these main Priority categories, priority should also be given to children in:

- Aboriginal and Torres Strait Islander families
- families which include a disabled person
- families which include an individual whose adjusted taxable income does not exceed the lower income threshold of \$38 763 for 2010-2011, or who or whose partner is on income support
- families from a non-English speaking background
- socially isolated families
- single parent families.

- (b) The Licensee may request written documentation of employment, training or job seeking details in order to ascertain the priority of access.

- (c) Requiring a child to vacate a place

Under the Priority of Access Guidelines **a child care service may require a Priority 3 child only to vacate a place to make room for a higher priority child.** The service can only do so if:

- the person liable for the payment of the child care fees was notified when the child first entered care

that the service followed this policy, and

- the service gives the person at least 14 days notice of the requirement for the child to vacate the place.



## WITHDRAWAL AND TERMINATION OF ENROLMENT

### 9. Fee Arrears

- (a) The Director or Licensee has the authority to terminate enrolments at the Service in cases where fees remain outstanding for two (2) weeks or more. Placements may also be terminated where an enrolled child is absent from a Service for two weeks or more with no written notice given. Debt recovery action will be taken by the Service where necessary. (Information required to recover such debts will be supplied to the appropriate agency and all costs associated with recovery of any debt will be at the families expense.)
- (b) Continual or habitual lateness in payment of fees could jeopardise the child's place at the Service.
- (c) Where fees are in excess of 4 weeks in arrears – interest maybe charged by the service whilst the debt is outstanding.

### 10. Late Fee

- (a) A late fee may be charged for a parent who collects the child/children after the official closing time of the Service, regardless of circumstances.
- (b) Late fees will be determined by the Service from time to time. As at the date of this Agreement, late fees will be as follows:
  - (i) \$2 Dollar per family for every minute late after the Service officially closes.

Continual or habitual lateness in collection of child/ren could result in the child/ren's place(s) being terminated.

It is the parent's responsibility to request a change to agreed times of attendance where a change in hours of work or study necessitates this. New agreed times must be recorded on the appropriate form and signed by parent and Director.

### 11. Termination

- (a) The Service retains all rights, notwithstanding anything contained in this agreement, to terminate or suspend the enrolment of a child in its absolute discretion, with or without giving notice. The Service is not required to give reasons for such termination or suspension.
- (b) Upon termination by the Service, for any reason other than fee arrears, a refund of fees will be forwarded to the parent for any unused period of childcare which has been paid for in advance.



12. Withdrawal/Transfer

- (a) When a child is to be withdrawn from care, the parent will give four (4) full week's notice by completing a withdrawal form available from the Service. If the child/ren do not attend the Service during this period, no refund will be made. If the child is withdrawn without notice, the advance fee will be forfeited.
- (b) A notice of Withdrawal will be accepted during the normal opening hours of the Service but **will not be accepted during the Service Christmas close down period**. The Notice of Withdrawal will generally be effective from the date it is lodged with the Service.
- (c) The parent / guardian must complete the "Notice of Withdrawal from Care" form.

**CHANGE OF ENROLMENT**

13.

- (a) When you need to change the days your child is currently enrolled for, the parent will give (4) full week's notice by completing a Change of Days Form.
- (b) A Change of Days form will be accepted during the normal opening hours of the Service but **will not be accepted during the Service Christmas close down period**. The Notice to Change Days will generally be effective from the date it is lodged with the Service.
- (c) The parent/ guardian must complete the "Change of Days Form"
- (d) The Change of Days is also subject to availability.

**ABSENCE AND ILLNESS**

14. Absence

If a child is to be absent, parents must notify the Service as soon as possible and inform the Service of the estimated length of absence. Failure to do this could result in the loss of the child's place at the Service. If the child is to go on holidays, fees are to be **paid in advance** to cover the period of absence.

15. Exclusion due to Illness

A child will not be able to attend the Service for any period of time during which:

Guardian 1 Initials \_\_\_\_\_

Guardian 2 Initials \_\_\_\_\_



- (a) The child is suffering from a disease or condition that is contagious through normal social contact.
- (b) A medical practitioner has recommended the child not attend childcare.

OR

- (c) When the Director of the Service requests that the sick child be kept away from the Service because the child requires care, which the Service staff resources do not permit. The parent must be aware of the additional risk to partially immobilised children and understand that special supervision is not possible within the resources available. A medical certificate may be requested prior to the child returning to care. Full fees are still payable during the child's absence.

Where a medical practitioner prescribes antibiotics or antifungal medication for a child, the parent must ensure that the child does not attend the Service for 24 hours after the commencement of medication. Full fees are still payable during the child's illness.

16.

- (a) The parent will ensure that the child is immunised appropriately for his/her age prior to commencement at the Service and will produce proof of immunisation on request.
- (b) The parent will ensure that the child continues to receive appropriate immunisation during attendance at the Service and will notify the Director of immunisation completed and will produce proof of this on request.
- (c) Should there be any medical, religious or philosophical reason for the child not being immunised, the parent will present a Doctor's Certificate or Statutory Declaration stating the reason.
- (d) A child who has not been immunised may be excluded from the Service if a condition usually prevented by immunisation occurs at the Service. Full fees are payable during the period of exclusion.

17. Emergency Contacts

- (a) The parent must provide the Service with the names and addresses of at least two responsible persons who can collect the child in case of an emergency or illness.
- (b) When contacted by the Director or their delegate, the parent, or responsible person nominated by the parent, must go immediately to the Service to collect a sick or injured child. Failure to do so may result in the child's placement being withdrawn.

Guardian 1 Initials \_\_\_\_\_

Guardian 2 Initials \_\_\_\_\_



18. Persons to collect child

- (a) A child may be released into the care of parent, a guardian, or a responsible person into whose care a custodial parent has signed permission for the child to be released. This may include persons nominated as emergency contacts, persons nominated on the Enrolment Form to collect the child or persons nominated to collect the child on specific occasions.
- (b) The person collecting the child should generally be at least 16 years of age and should be able to produce proof of identity.
- (c) Centre staff will not be responsible for the removal of a child from the Service by a non-custodial parent. In such a case, staff will make every effort to contact the custodial parent.

19. Medication A Parent whose child requires administration of medication will:

- (a) Complete an “Authority to Administer Medication”, available at the Service. A separate Authority must be provided for each period of medication.
- (b) Provide the correct medication to the Service in its original container.
- (c) Provide written instructions from a medical practitioner for the administration of non-prescription medication. The only medication able to be administered without such written instructions is Panadol liquid (or equivalent paracetamol mixture) in the case of an emergency.
- (d) Provide the Service’s staff with the child’s doctor’s and Dentist’s names and contact numbers.

19. Centre staff are authorised to administer medication only in accordance with the parent’s written Authority. In doing so, staff are to be regarded as acting in the place of the parent. Neither the Licensee or the Centre staff shall be liable for any allergic reaction or injury caused to the child by the administration of the medication in accordance with the Authority. Nor will they be responsible for any error contained in the Authority to Administer or the supply of incorrect medication by the parent.

20. Accident/Emergency

In the event of an accident or emergency resulting in the need for medical attention, the parent hereby gives Authority to the Director or their delegate to arrange such medical assistance and/or ambulance as is deemed necessary. Every reasonable effort will be made to contact the child’s parent. However, if unable to contact them, the Director or their delegate may authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by the child’s doctor, any attending doctor, ambulance officer, police or State Government Officer, on behalf of the parent. The parent will be responsible for any costs incurred as a result of transportation or treatment.

Guardian 1 Initials _____
Guardian 2 Initials _____



21. The parent will notify the Service of any restriction concerning the medical treatment of the child including inability to administer anaesthetic drugs or blood transfusion. The parent will notify the Service of any new developments in their child’s medical history.

22. Notification of Child Abuse

Staff are obliged to report to the Director any known or suspected incidents of child abuse or mistreatment. The Director reserves the right to discuss these matters with relevant officers within the Department of Community Services and will not be held accountable for any action the Department decides to take with regard to the matter.

23. Court Action

- (a) Should a child or children attending the Services be the subject of any Court action, particularly custody or access issues being heard before the Family Law Court, staff will not be allowed to issue statements or provide reports regarding children except where instructed to do so by the Court itself.
- (b) Where assessment of children’s health and welfare is required, the parent should consult Community Health, Family Counselling or other such appropriate organisations.

24. Court Orders/Apprehended Violence Orders (Restraining Order)

Where a court order or AVO exists, the custodial parent will provide a copy to the Service.

25. Other Conditions

I agree to allow Council’s Early Intervention Team members to observe my child during normal Service activities and to discuss with Service staff any aspect of my child’s development. I understand that no formal assessment can be conducted without my permission and that the results of any assessment will be conveyed to me. I understand any related costs for assessment will be my responsibility.

26. I  **Agree**  **Do not agree** (delete one not applicable)

to allow photographs and video’s of my child to be used in Service publications, displays and presentations and in the child’s Parent Portal.

27.I authorise Service staff to administer to my child one dose of Panadol liquid (or equivalent paracetamol liquid) in accordance with the prescribed dosage, should it be deemed necessary to reduce fever/pain. I understand every effort will be made by staff to contact me prior to administering medication.

Guardian 1 Initials _____
Guardian 2 Initials _____





**INDEMNITIES**

28.

- (a) I will indemnify the Service and Licensee in relation to any damage wilfully caused by the child whilst in attendance at the Service or third party property.
- (b) I agree to the child accompanying staff on local excursions and walks in the immediate vicinity of the Service.
- (c) I agree that I have read this Enrolment Agreement, understand the contents and will abide by these contents.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_

Signature of Guardian 1 _____ Print Name: _____ Address: _____
Signature of Guardian 2 _____ Print Name: _____ Address: _____

Authorised Signatory of the service:  Signature _____ Print Name: _____
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Guardian 1 Initials _____ Guardian 2 Initials _____
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