

Department of Education

# Service Agreement - Funding and Service Details

A scheme for Funding declared under  
*Community Services Act 2007*

Version 1.1

## PLEASE NOTE:

The Service Agreement comprises two parts:

- Funding and Service Details
- Long Day Care Services – Service Agreement: Standard Terms

## The Parties

**STATE OF QUEENSLAND**, acting through the Department of Education

and

**YOU**, as Your details are noted in the QGrants System

# 1 Formation of Service Agreement

## 1.1 Service Agreement

- (a) A Service Agreement is formed when You agree to be bound to the terms of the Service Agreement when you complete and submit the declaration on QGrants.
- (b) These Funding and Service Details are to be read together with the Long Day Care Services – Service Agreement: Standard Terms and the Funding Guidelines and any other documents comprising the Service Agreement.
- (c) In the event and to the extent of any inconsistency between the documents which comprise the Service Agreement, the order of hierarchy in descending order will prevail:
  - (i) the Funding and Service Details, excluding the relevant Funding Schedule;
  - (ii) the Special Conditions (if any);
  - (iii) the Long Day Care Services – Service Agreement: Standard Terms;
  - (iv) the Funding Schedules;
  - (v) the Funding Category Guidelines; and
  - (vi) the Funding Essentials.
- (d) This Service Agreement requires You to comply with, meet or have regard to any document, specification, guideline, policy, standard, framework, scheme or eligibility requirements issued from time to time.
- (e) Each Funding Schedule, which is part of these Funding and Service details, provides for:
  - (i) the Establishment Date (if any) for the Services which are specific to that Funding Schedule; and
  - (ii) Service Particulars and Service Delivery Requirements which are specific to that Funding Schedule.
- (f) You are required to ensure compliance with the Service Agreement, including any independent obligations arising in any Funding Schedule.
- (g) You agree that the Service Agreement supersedes any prior agreement between the parties, whether written or oral, and that any variation to any term of the Service Agreement must be in writing and executed by both parties.

## 1.2 Commencement and Duration

<b>Agreement Commencement Date</b>	1/01/2024
<b>Agreement Expiry Date</b>	The earlier of: <ul style="list-style-type: none"> <li>(a) 31/12/2024; or</li> <li>(b) expiry or termination of the last remaining Funding Schedule</li> </ul>

## 1.3 Governing Act

- (a) The Funding is provided to You under the *Community Services Act 2007* (Qld) (**Governing Act**) including any regulation from time to time made under the Governing Act.

## 2 FUNDING

- (a) You must:
- (i) use the Funds for a Funded Purpose; and
  - (ii) hold, distribute, apply or otherwise use the Funds for an Accepted Use of Funds.

### 2.1 Funded Purpose

- (a) The Funded Purpose for each type of Funding is specified in the relevant Funding Schedule.
- (b) Where the Funded Purpose requires You to hold, apply or otherwise use the Funds for a particular purpose, any failure to hold, apply, or otherwise use the Funds exclusively for that Funded Purpose will be a breach of the Service Agreement.
- (c) We may, acting reasonably, determine whether the purpose for which You use the Funds is consistent with the Funded Purpose. Use of Funds for a purpose that is not, in our determination, a Funded Purpose will be a breach of the Service Agreement.
- (d) In undertaking the Funded Purpose, You must comply with all relevant:
- (i) laws and regulations, including the Governing Act;
  - (ii) any document, specification, guideline, policy, standard, framework or scheme, as notified by Us to You from time to time, whether or not such document, specification, guideline, policy, standard, framework or scheme is in existence or contemplation at the date of the Service Agreement; and
  - (iii) any reasonable direction otherwise provided by Us to You from time to time.
- (e) The requirement to use any Funds for the Funded Purpose survives termination of the Service Agreement.

### 2.2 Accepted Use of Funds

- (a) The Accepted Use of the Funds for each type of Funding is specified in the relevant Funding Schedule.
- (b) Where the Accepted Use requires You to hold, apply or otherwise use the Funds for a particular use, any failure to hold, apply, or otherwise use the Funds exclusively for that Accepted Use will be a breach of the Service Agreement.
- (c) Despite anything in the Service Agreement, Funding may only be expended by You by providing Funding directly to a Service for the Queensland Kindergarten Funding in accordance with the Service Agreement, unless otherwise approved in writing by Us. In no circumstances are You permitted to provide any Funding to any of Your Related Bodies Corporate unless otherwise approved in writing by Us.
- (d) We may, acting reasonably, determine whether the use of Funds is consistent with an Accepted Use of Funds. Use of Funds that is not, in our determination, an Accepted Use of Funds will be a breach of the Service Agreement.
- (e) If the Accepted Use is, or includes, purchasing Funded Assets, or if Funded Assets are purchased as permitted by that Accepted Use, whether purchased by You or at a service-level, You must:
- (i) either purchase, or use reasonable measures to ensure the Service purchases, the specified Funded Asset, or Funded Asset which is consistent with the Funded Purpose and Accepted Use;
  - (ii) be the legal owner of those Funded Assets at all times;
  - (iii) not grant any encumbrance or security over those Funded Assets;

- (iv) keep, and if requested by Us, provide evidence of the purchase, including receipts;
  - (v) if requested by Us, provide written confirmation of how the purchase of any Funded Asset complies with a Funded Purpose and Accepted Use as specified in that Funding Schedule; and
  - (vi) effect and maintain insurance covering the Funded Asset for its full replacement value.
- (f) The requirement to comply with the Accepted Use of Funds survives termination of the Service Agreement. For the avoidance of doubt, any Funds provided to You by Us that are not used or applied during the term of the Service Agreement must be used or applied for an Accepted Use, even after termination or expiration of the Service Agreement.

### 2.3 Further versions and variation of terms

- (a) If these Funding and Service Details refer to a document, specification, guideline, policy, standard, framework or scheme that You must comply with, meet or have regard to, or that applies to any of the Funding or Services, including under item 1.1(d):
- (i) We may, from time to time, issue or approve a new version;
  - (ii) We will notify You about any new version, the date that it is to take effect from and the Funding or Services that it relates to: and
  - (iii) from the date of effect stated in the notice, the new version will apply to the Funding or Services described in the notice.
- (b) Nothing in this item will limit or affect any right of action or remedy that has accrued at the date that the:
- (i) new version of a document, specification, guideline, policy, standard, framework or scheme; or
  - (ii) variation,
- takes effect.

## 3 GENERAL DETAILS

### 3.1 Contact Officer and address details

- (a) Your address and Your Contact Officer are as completed in the QGrants System.
- (b) Our address and Our Contact Officer

<b>Our Contact Officer (person and/or position)</b>	Director, Grants Management and Funding
<b>Postal address</b>	Early Childhood PO Box 15033 CITY EAST QLD 4002
<b>Telephone number</b>	07 3328 6714
<b>E-mail address</b>	<a href="mailto:cmt@qed.qld.gov.au">cmt@qed.qld.gov.au</a>

- (c) For the avoidance of doubt, a reference to 'Contact Officer' in the Long Day Care Services – Service Agreement: Standard Terms is a reference to the persons specified in this item 3.1.
- (d) You are required to ensure that all Your details, including but not limited to beneficiary details, contact person or position, street, postal and email addresses, and telephone numbers, are current on QGrants.

## 4 SPECIAL CONDITIONS AND OTHER MATTERS

### 4.1 General Conditions

- (a) You are not permitted to provide any Funding to any of Your Related Bodies Corporate unless otherwise approved in writing by Us.
- (b) Any retention of Funds provided under this Funding Schedule by You or Your Related Bodies Corporate will be a breach of the Service Agreement.
- (c) If You incorrectly Claim Funding, We are entitled to recover the amount paid in full as a debt in accordance with the Service Agreement, in addition to Our other remedies.
- (d) In the event of incorrectly Claimed Funding, We may elect to issue You with a recipient created adjustment note outlining the repayment details and date of repayment. If You fail to make payment in accordance with the recipient created adjustment note, or otherwise if payment is not made prior to the submission of Your next QGrants Claim, the outstanding amount may by our election be set-off and deducted from Your Funding for that next Claim Period.

### 4.2 Commencement of Services

- (a) You must start delivering the Services as specified in a Funding Schedule in accordance with the Service Agreement.

## 5 DEFINITIONS

Unless stated otherwise or a contrary intention appears the capitalised terms in this document have the below meaning or otherwise the meaning specified in the Long Day Care Services – Service Agreement: Standard Terms:

- **Accepted Use** means the permitted use, distribution or otherwise dealing with the Funds, as set out in the relevant Funding Schedule which stipulates the conditions of the Funding.
- **ACECQA** means the Australian Children's Education & Care Quality Authority.
- **ACECQA Approved Qualification** means a qualification that meets the requirements of an ECT under the NQF and is an Approved ECT Qualification on the ACECQA website.
- **Approved ECT Qualification** means the minimum qualification requirements for educators working in children's education and care series as set out in the ACECQA website.
- **Approved Kindergarten Program** means a program run by a LDC Service which meets the requirements described in the Funding Guidelines and/or the Funding Essentials or any other document issued by Us from time to time.
- **Approved Kindergarten Program Provider** means a service that meets the eligibility requirements as described in the Funding Guidelines and/or the Funding Essentials or any other document issued by Us from time to time.
- **Assurance Review** means any assurance or audit activities undertaken or otherwise advised by the Department from time to time.
- **Base Subsidy** means Funding which is provided for each Eligible Child enrolled in an Approved

Kindergarten Program where the LDC Service has opted into Free Kindy.

- **Claims** means each claim for Funding which is submitted by You to Us through the Application Programming Interface (API).
- **Claim Period** means one forecast and one acquittal at the end of each quarter.
- **Department** means the Queensland Department of Education (**We**) (**Us**) (**Our**).
- **Early Childhood Teacher** means a qualified early childhood teacher within the meaning of the *Education and Care Services National Regulations*.
- **Eligible Child(ren)** means a child who is four years old by 30 June in the year the child participates in an Approved Kindergarten Program.
- **Eligible Enrolment** means an Eligible Child enrolled at a LDC Service.
- **Eligible Remoteness Category** means a location that is outer regional, remote or very remote as defined by the Australian Bureau of Statistics.
- **Free Kindy** means the Funding program that a LDC Service can opt into, provided the maximum daily or annual fee for the Approved Kindergarten Program delivered by the LDC Service is below the Funding Cap as determined by Us.
- **Funded Purpose** means the purpose for which the Funding is provided, as set out in the relevant Funding Schedule which stipulates the conditions of the Funding.
- **Funding** or **Funds** means the gross funds which are declared under the Governing Act by the *Department of Education Funding Declaration (No. 1) 2018 (Qld)* and which are otherwise provided pursuant to a Funding Schedule.
- **Funding Cap** means an amount as determined by Us from time to time.
- **Funding Category Guidelines** means the funding category guidelines and its associated and incorporated documents as published from time to time for the purpose of the CSA.
- **Funding Essentials** means the Queensland Kindergarten Funding Essentials Long Day Care Services and incorporated documents as published from time to time.
- **Funding Schedule** means each schedule to this Funding and Service Details.
- **Gap Fee Subsidy** means Funding which is provided for each Eligible Child enrolled in an Approved Kindergarten Program for the Funded Purpose outlined in the relevant Funding Schedule.
- **Inclusion Ready Grant** means Funding provided for the Funded Purpose specified for the Inclusion Ready Grant.
- **Kindy Affordability Subsidy (KAS)** means Funding applied quarterly for each Eligible Child who meets the requirements for the Kindy Affordability Subsidy as set out in the Funding Guidelines or Rule Book or otherwise advised by Us from time to time.
- **LDC Service** means a service delivering an Approved Kindergarten Program, generally during school terms, in the year prior to formal schooling.
- **NQF** means the National Quality Framework overseen by ACECQA and regulated by the states and territories. It encompasses the *Education and Care Service National Law Act 2010 (Cth)*, the *Education and Care Services National Law (Queensland) Act 2011 (Qld)* and the *Education and Care Services National Regulations 2011 (Cth)*.
- **Out of Pocket Costs** means the costs incurred by families before any of the required pass through Subsidies are applied.
- **Per Capita Subsidy** means Funding which is provided for each Eligible Child enrolled in an Approved Kindergarten Program where the LDC Service has not opted into Free Kindy.

- **QGrants** means the Queensland Government Grants Management System, used by an Approved Provider to apply for Approved KPP status for a service through an Application, and for the Department to manage Claims received from services' CCMS.
- **Service** means a service delivering an Approved Kindergarten Program, generally during school terms, in the year prior to formal schooling.
- **Service Delivery Requirements** means the service delivery requirements as specified in item 6.2 of a Funding Schedule.
- **Service Location Subsidy** means Funding which includes the Service Location Teacher Subsidy.
- **Service Location Teacher Subsidy** means Funding provided based on Kindergarten Service location in an outer regional, remote and very remote location to support the attraction and retention of an Early Childhood Teacher.
- **Subsidies** means the subsidies as detailed in Funding Schedule 1.
- **Transition Statement** means a snapshot of each Child's knowledge, skills and dispositions across the learning and development areas of the QKLG during the kindergarten year.

## FUNDING SCHEDULE 1: SUBSIDIES FOR LDC SERVICES

### 1 IMPORTANT DATES

<b>Schedule Start Date</b>	1 January 2024
<b>Schedule End Date</b>	31 December 2024

- (a) We are not obliged to provide additional Funding to You beyond the expiration or termination of this Funding Schedule or the Service Agreement.
- (b) We are not obliged to provide you with any Funding due or payable between the Schedule Start Date and Schedule End Date where you have breached the Service Agreement or have:
- (i) failed to hold, apply, or otherwise use Funds already provided under the Service Agreement for the Funded Purpose for which We have provided those Funds; or
  - (ii) failed to provide Us with evidence of use of Funds as required under item 5.2 of this Funding Schedule.

### 2 FUNDED PURPOSE

#### 2.1 Funded Purpose

- (a) This item 2.1 is the Funded Purpose for the provision of Funding from Us to You under this Funding Schedule.
- (b) For the avoidance of doubt, use of Funds under this Funding Schedule for a purpose that is not a Funded Purpose under this item 2 will be a breach of the Service Agreement.
- (c) The Funding provided in this Schedule is for the purpose of the following Subsidies, where relevant and where the Funding has been specified for that Subsidy under item 3

Subsidy	Funded Purpose
<b>Base Subsidy</b>	<p>The Funded Purpose is for Funds to be provided to You per Eligible Child enrolled in Your Approved Kindergarten Program. A minimum of 80% of the Funds provided must be spent on improved entitlements for the ECT and up to two diploma or higher qualified educators delivering the Approved Kindergarten Program.</p> <p>A maximum of 20% can be spent on:</p> <ul style="list-style-type: none"> <li>• quality and age-appropriate resources specifically for Eligible Children; and</li> <li>• providing extracurricular kindergarten activities, with no cost to eligible families, or as set out in the Funding Essentials from time to time.</li> </ul> <p>For the avoidance of doubt, a LDC Service that has not opted into Free Kindy will not be eligible for the Base Subsidy.</p>
<b>Gap Fee Subsidy</b>	<p>The Funded Purpose of the Gap Fee Subsidy is to reduce the Out Of Pocket Cost for the family of each Eligible Child enrolled in an Approved Kindergarten Program delivered by an Approved Kindergarten Program Provider, where the LDC Service has opted in to Free Kindy. The Funds are to cover the family's fee component of the Approved Kindergarten Program for up to 15 hours a week for 40 weeks or 600 hours per annual year at the LDC Service. The Gap Fee Subsidy is paid on top of other Subsidies to make kindergarten free for Eligible Children.</p> <p>For the avoidance of doubt:</p>



	<p>(a) the Funded Purpose is for the Gap Fee Subsidy Funds to be applied in addition to other Subsidies or Funds; and</p> <p>(b) a LDC Service that has not opted in to Free Kindy will not be eligible for the Gap Fee Subsidy. No Funds applied under the Gap Fee Subsidy may be applied for, distributed or otherwise provided to a LDC Service who has not opted into Free Kindy.</p>
<b>Per Capita Subsidy</b>	<p>The Funded Purpose of the Per Capita Subsidy is to reduce Out of Pocket Costs for families of Eligible Children.</p> <p>For the avoidance of doubt:</p> <p>(a) the Per Capita Subsidy is only available to a LDC Service that has not opted into Free Kindy; and</p> <p>(b) a LDC Service that has opted into Free Kindy is not eligible for the Per Capita Subsidy as they are eligible for the Base Subsidy, Gap Fee Subsidy and Service Location Subsidy.</p>
<b>Service Location Subsidies</b>	<p>The Funded Purpose is to assist LDC Services located in Eligible Remoteness Categories to attract and retain qualified Early Childhood Teachers to deliver an Approved Kindergarten Program and to offset the increased cost of operating in remote locations.</p>

## 2.2 Accepted Use of Funds

- (a) In order to comply with the requirement to use the Funds for the Funded Purpose, You must apply or use all of the Funds for an Accepted Use:

<b>Subsidy</b>	<b>Accepted Use</b>
<b>Base Subsidy</b>	<p>A minimum of 80% of the Base Subsidy must be applied to:</p> <ul style="list-style-type: none"> <li>• improved entitlements for the Early Childhood Teacher and up to two diploma or higher qualified educators delivering the Approved Kindergarten Program, including: <ul style="list-style-type: none"> <li>○ additional pay on top of their Early Childhood Teacher award wage;</li> <li>○ lump sum bonus paid directly to the Early Childhood Teacher;</li> <li>○ additional paid annual leave for the Early Childhood Teacher;</li> <li>○ payment of additional programming hours or non-contact times for the Early Childhood Teacher (in addition to award entitlements for the Early Childhood Teacher such as lunch break or programming time);</li> <li>○ professional development (delivered by an accredited training organisation that does not have the same ABN as the Approved Provider) for the Early Childhood Teacher specifically to assist them in delivering an Approved Kindergarten Program; and</li> <li>○ learning resources for the Early Childhood Teacher to enhance the delivery of an Approved Kindergarten Program to Eligible Children.</li> </ul> </li> </ul> <p>A maximum of 20% of the Base Subsidy can only be spent on:</p> <ul style="list-style-type: none"> <li>• quality and age-appropriate resources available exclusively for the Eligible Children; and</li> </ul> <p>providing extracurricular kindergarten activities provided that all Eligible Child undertake the activity, the Early Childhood Teacher is present and participating, and the Early Childhood Teacher includes the activity as part of their curriculum, with no cost to the families of Eligible Children, or as set out in the Funding Essentials from time to time. For the avoidance of doubt, the following use of Funds is not an Accepted Use of Funds:</p> <ul style="list-style-type: none"> <li>• general items used in the operation or business of the LDC Service, such as:</li> </ul>

	<ul style="list-style-type: none"> <li>○ Early Childhood Teacher award wages;</li> <li>○ educator or support staff wages;</li> <li>○ administration costs;</li> <li>○ renovations, maintenance and utilities (for example rates, water and electricity);</li> <li>○ furniture;</li> <li>○ general good and groceries;</li> <li>○ cleaning or hygiene products;</li> <li>○ fixed structures for the service such as play forts, swings and slides;</li> <li>○ service software programs and memberships; and</li> <li>○ capital expenditure and/or improvements.</li> </ul> <ul style="list-style-type: none"> <li>● Distribution of the Base Subsidy across services is not permitted under this Agreement.</li> </ul>
<p><b>Gap Fee Subsidy</b></p>	<p>The Gap Fee Subsidy Funds must be wholly applied to offset the cost of the kindergarten fees paid by the family of the Eligible Child, enrolled in the Approved Kindergarten Program, for which the Gap Fee Subsidy is claimed. This offset is to be applied by reducing the Out of Pocket Cost for the family of each Eligible Child to NIL for 15 hours per week or 30 hours per fortnight for 40 weeks in the calendar year.</p> <p>For the avoidance of doubt, the hours for which the Gap Fee Subsidy is applied must exclusively be hours in which the Eligible Child is enrolled in an Approved Kindergarten Program delivered by an ECT.</p> <p>The following are not an Accepted Use of the Gap Fee Subsidy Funds:</p> <ul style="list-style-type: none"> <li>(a) use of the Funds for, or claiming of the Funds for, a child who is not an Eligible Child or is otherwise not enrolled in an Approved Kindergarten Program;</li> <li>(b) use of the Funds for wrap around hours which fall outside of when the ECT is delivering the Approved Kindergarten Program;</li> <li>(c) use of the Funds for payment of application and/or enrolment fees; and</li> <li>(d) any retention of the Funds by You.</li> </ul> <p>For the avoidance of doubt, 100% of the Gap Fee Subsidy Funds must be passed on to the families of Eligible Children.</p>
<p><b>Per Capita Subsidy</b></p>	<p>The Per Capita Subsidy must be applied to offset the cost of the kindergarten fees paid by the family of the Eligible Child, enrolled in the Approved Kindergarten Program, for which the Per Capita Subsidy is claimed, in accordance with the spending rules published in the Queensland Kindergarten Funding Essentials, Long Day Care Services, as issued from time to time.</p>
<p><b>Service Location Subsidy</b></p>	<p>The Service Location Teacher Subsidy must be used to attract and retain qualified ECTs to deliver an Approved Kindergarten Program. The following are Accepted Uses of the ECT Subsidy:</p> <ul style="list-style-type: none"> <li>● assisting the ECT with relocation costs;</li> <li>● subsidising rent for the ECT;</li> <li>● paying the ECT above award wages;</li> <li>● paying the ECT a bonus in addition to their wages;</li> </ul>

	<ul style="list-style-type: none"> <li>• providing the ECT with additional paid annual leave;</li> <li>• subsidising flights to and from the community to the ECT’s home base;</li> <li>• accessing professional development for the ECT specifically to assist them in delivering an Approved Kindergarten Program; and</li> <li>• purchasing learning resources for the ECT to enhance their delivery of an Approved Kindergarten Program to Eligible Children.</li> </ul> <p>For the avoidance of doubt, the following are not an Accepted Use of the Funds:</p> <ul style="list-style-type: none"> <li>• use, retention or application of the Funds for the benefit of another Service. The Service Location Subsidy is to be applied specifically to a Service located within an Eligible Remoteness Category, and it cannot be applied for the benefit of another LDC Service;</li> <li>• use of the Funds for the benefit of a staff member or person who is not a qualified Early Childhood Teacher; or</li> <li>• use of the Funds for any purpose or use not identified in the Agreement without prior written consent from Us.</li> </ul>
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### 3 FUNDING

#### 3.1 Funding under Funding Schedule

(a) The Funding We will provide to You is specified in this item 3.

#### 3.2 Funding Details

(a) Per annum Funding is as follows:

Description	Funding Amounts
Base Subsidy	\$1,919.50 per Eligible Child
Gap Fee Subsidy	Up to the Funding Cap per Eligible Child.  The amount paid by Us will be the parent fee component of the kindergarten program, based on the Out of Pocket Cost after applying Child Care Subsidy and any discounts.
Service Location Early Childhood Teacher Subsidy	\$383 per Eligible Child in Outer Regional Services with base funding of \$8,426 for Services with less than 22 eligible enrolments.  \$997.40 per Eligible Child in Remote Services with base funding of \$21,942.80 for Services with less than 22 eligible enrolments.  \$1,438.70 per Eligible Child in Very Remote Services with base funding of \$31,651.40 for Services with less than 22 eligible enrolments.
Per Capita Subsidy	\$1,410 per Eligible Child.

(b) One-off Funding is not applicable.

(c) Timing of Funding payments is as follows:

Funding Type	Payment basis and due dates
Per annum Funding	Payments for the Gap Fee Subsidy, Service Location Subsidy and per Capita Subsidy will be made at the start of each kindergarten quarter in advance using forecasted enrolment data as supplied by You and reconciled accordingly against actual enrolment data provided at the end of each quarter.  Payments for Base Subsidy will be paid on submission of the acquittal at the end of each quarter.
One-off Funding	Not applicable

## 4 DETAILS ABOUT SERVICES

### 4.1 Service details

(a) You must undertake to deliver the Services as consistent with the Funded Purpose under this Funding Schedule. The Services You must deliver are specified below:

<b>Service Type</b>	Queensland Kindergarten Funding
<b>Service Users</b>	Approved Kindergarten Program Providers
<b>Service Particulars</b>	Subsidies paid by Us to You for Your LDC Service, for the exclusive benefit of each of Your Services, for the Funded Purpose and for an Accepted Use.
<b>Region / geographic area</b>	Statewide

### 4.2 Service Delivery Requirements

(a) It is a Service Delivery Requirement that, in delivering the Services, You must:

- (i) comply with all provisions titled (or that include in the title) 'Requirement'; and
- (ii) give consideration to all provisions titled (or that include in the title 'Consideration'),

in the sections of the documents specified below and made available to you on Our website.

Document	Description and/or section
Funding Guidelines	You must comply with and procure that your LDC Service complies with all of the Funding Guidelines
Funding Essentials	You must comply with and procure that your LDC Service complies with all of the Funding Essentials

### 4.3 Funded Assets

(a) Where any Funding under this Funding Schedule is applied for the purchase of a Funded Asset, including for the purchase of age-appropriate resources or otherwise, You must, upon request, provide evidence of how the Funded Asset is consistent with the Funded

Purpose and an Accepted Use pursuant to this Funding Schedule.

## 5 REPORTING REQUIREMENTS

The Reporting Requirements for the Funding and the Services are specified below.

### 5.1 Performance Measures

- (a) You must collect and report on the performance measurement data, set out in the table below, including data required to be submitted through the API, in relation to delivery of the Services.

Outputs	Target	Frequency
<b>Quantitative Reporting</b>		
Number and percentage of forecasted and actual enrolment and attendance data by reporting period, including: <ul style="list-style-type: none"> <li>(a) total children; and</li> <li>(b) funded and unfunded Eligible-aged Children.</li> </ul>	N/A	Bi-annually
Number of Eligible Children per LDC Service attending an Approved Kindergarten Program by reporting period, including children who: <ul style="list-style-type: none"> <li>(a) identify as Aboriginal and/or Torres Strait Islander;</li> <li>(b) identify as a refugee or hold a humanitarian visa; and</li> <li>(c) live with a disability.</li> </ul>	Enrolment mix meets local demographics	Bi-annually
Number and percentage of Eligible Children repeating a kindergarten program (i.e. delayed exit) by reporting period.	6%	Bi-annually
Early Childhood Teacher qualification status per program (Early Childhood Teacher permanently assigned to the program at the time of lodgement) and percentage of Early Childhood Teacher qualification status by reporting period where the Early Childhood Teacher is: <ul style="list-style-type: none"> <li>(a) fully qualified; or</li> <li>(b) working towards; or</li> <li>(c) not a recognised Early Childhood Teacher.</li> </ul>	100% fully qualified	Bi-annually

### 5.2 Evidence of use of Funds

- (a) You must collect, or require Your LDC Service to collect, and You must provide us with any of the records or evidence, set out in the table below, in relation to the use of Funds for the Funded Purpose and an Accepted Use.

Subsidy	Evidence to be retained and provided by You
Base Subsidy	<p>(a) Appropriate and reasonable evidence:</p> <ul style="list-style-type: none"> <li>i. that each child for which the Subsidy claimed is an Eligible Child in the Approved Kindergarten Program;</li> <li>ii. how the Base Subsidy was spent by each LDC Service for which the Funding was granted;</li> <li>iii. that the Base Subsidy was used for the relevant kindergarten cohort enrolled in the year for which the Funding was claimed;</li> <li>iv. that the Base Subsidy was used to directly enhance the Approved Kindergarten Program for which the Funding was granted;</li> <li>v. that the Funding was not used to subsidise the delivery of any other program (for example, kindergarten programs for children who are not Eligible Children).</li> </ul> <p>(b) You must retain and provide on request to Us the following evidence in connection with Your use of the Base Subsidy Funds:</p> <ul style="list-style-type: none"> <li>i. enrolment policy and procedures supported by enrolment forms;</li> <li>ii. fee structure for the LDC Service;</li> <li>iii. family fee statements;</li> <li>iv. detailed cost centre reports;</li> <li>v. financial reports supported by receipts, invoices, bank account statements;</li> <li>vi. Early Childhood Teacher payslips/employment contracts; and</li> <li>vii. correspondence relating to the negotiation of the Early Childhood Teacher wage.</li> </ul>
Gap Fee Subsidy	<p>(a) evidence that each child for which the Gap Fee Subsidy was claimed is an Eligible Child in the Approved Kindergarten Program; and</p> <p>(b) record of the amount of Funding applied to each Eligible Child's account.</p>
Per Capita Subsidy	<p>(a) evidence that each child for which the Per Capita Subsidy was claimed is an Eligible Child in the Approved Kindergarten Program; and</p> <p>(b) record of fee structure, and actual fees paid, for the Approved Kindergarten Program, including details of any Out of Pocket Costs for families receiving the Per Capita Subsidy.</p>
Service Location Subsidy	<p>(a) You must be able to demonstrate to Us how the Service Location Subsidy was spent for the purpose of attracting and retaining a qualified ECT.</p> <p>(b) You must retain and provide on request to Us records and evidence in accordance with the Funding Guidelines and Funding Essentials.</p>

### 5.3 Data, statements and reports You are to submit

You are to submit the data, statements and reports specified below, in each case by the due date and in accordance with the details and standard reporting requirements and lodgement requirements specified below.

Due Date	Report
within 14 days of receiving a written request from Us	Evidence and records as described in item 5.2
28 January 2024	Data Report (Forecast for Quarter 1 2024)
28 April 2024	<ul style="list-style-type: none"> <li>• Data Report (Acquittal for Quarter 1 2024)</li> <li>• Data Report (Forecast for Quarter 2 2024)</li> </ul>
28 July 2024	<ul style="list-style-type: none"> <li>• Data Report (Acquittal for Quarter 2 2024)</li> <li>• Data Report (Forecast for Quarter 3 2024)</li> </ul>
28 October 2024	<ul style="list-style-type: none"> <li>• Data Report (Acquittal for Quarter 3 2024)</li> <li>• Data Report (Forecast for Quarter 4 2024)</li> </ul>
28 January 2025	<ul style="list-style-type: none"> <li>• Data Report (Acquittal for Quarter 4 2024)</li> </ul>

## 6 SPECIAL CONDITIONS

- (a) Subject to the Long Day Care Services – Service Agreement: Standard Terms, the following Special Conditions apply:
- (i) At the beginning of each calendar year and when there is any change to the LDC Service's fee structure, You must provide a listing of the fees for the Approved Kindergarten Program including any Out of Pocket Costs for Eligible Children for which any Subsidy is claimed.
  - (ii) For the avoidance of doubt, the Funds under this Funding Schedule are applied based on the eligibility requirements of each LDC Service. Any Funds must be applied to the LDC Service. You must not allocate, distribute or apply the Funds for the benefit of another LDC Service.
  - (iii) The Subsidies are provided for the Approved Kindergarten Program, for the benefit of the Eligible Children, in the year that it is delivered and every effort must be made by You to ensure Funds are used for the relevant kindergarten cohort enrolled each year. If We become aware that You have not spent the Funds for an Accepted Use of Funds, or You cannot demonstrate that the entire Funding amount has been spent for the Accepted Use or otherwise for a Funded Purpose, this will be a breach of the Agreement and We can undertake a debt recovery process in addition to Our right to damages.
  - (iv) You are required to submit the forecast by the due date. If you fail to forecast and have not received Funds before the beginning of each quarter, You are prohibited from requiring families of Eligible Children to incur Out of Pocket costs for the days they could have been covered by the Gap Fee Subsidy had You submitted the forecast by the due date.
  - (v) You must exercise due care and diligence in providing the forecast and acquittal enrolment data to ensure the accuracy of this information. You must advise Us if You have, or ought to have, a reasonable belief or actual knowledge that the information supplied is inaccurate,

in error or otherwise has been provided misleadingly or fraudulent.

- (vi) We are entitled to recover from You any Funds at the time of Acquittal based on the actual enrolment data of Eligible Children who attended the Approved Kindergarten Program. This is an addition to any other recovery rights retained by Us.
- (vii) We may, at anytime and at our absolute discretion, transition a LDC Service from the Free Kindy Funding to the Per Capita Subsidy where, in Our opinion, the LDC Service is charging in excess of Our Funding Cap.
- (viii) We may, at anytime and at our absolute discretion, offer to transition a LDC Service from the Per Capita Subsidy to the Free Kindy Funding where, in Our Opinion, the LDC Service is (at some later date) eligible on the basis that the fees are reduced to be below Out Funding Cap. You may elect to transition to Free Kindy Funding in these circumstances or otherwise retain the Per Capita Subsidy.
- (ix) For the avoidance of doubt, nothing in this Service Agreement requires Us to advise You of the Funding Cap particulars. This is wholly at Our discretion.
- (x) For the avoidance of doubt, LDC Services that have opted in to Free Kindy may only increase their kindergarten fees once per annum on or after 1 July. Any further increase will be a breach of this Service Agreement.
- (xi) Despite anything in the Service Agreement, Funding under this Funding Schedule may only be expended by You by providing Funding directly to the LDC Service for which the Funding has been paid by Us in accordance with the Service Agreement, unless otherwise approved in writing by Us.
- (xii) Each Subsidy in this Funding Schedule is a distinct and separate Funding source and cannot be applied for the purpose of any other Funded Purpose in another Funding Schedule.

## **7 ATTACHMENTS**

- (a) Not applicable.



## FUNDING SCHEDULE 2: INCLUSION

### 1 IMPORTANT DATES

<b>Schedule Start Date</b>	1 January 2024
<b>Schedule End Date</b>	31 December 2024

- (a) We are not obliged to provide additional Funding to You beyond the expiration or termination of this Funding Schedule or the Service Agreement.
- (b) We are not obliged to provide you with any Funding due or payable between the Schedule Start Date and Schedule End Date where you have materially breached the Service Agreement or have:
  - (i) failed to hold, apply, or otherwise use Funds already provided under the Service Agreement for the Funded Purpose for which We have provided those Funds; or
  - (ii) Failed to provide Us with evidence of use of Funds as required under item 5.2 of this Funding Schedule.

### 2 FUNDED PURPOSE

#### 2.1 Funded Purpose

- (a) This item 2.1 is the Funded Purpose for the provision of Funding from Us to You under this Funding Schedule.
- (b) For the avoidance of doubt, use of Funds provided by Us to You for a purpose that is not a Funded Purpose under this item 2 will be a breach of the Service Agreement.
- (c) The Funded Purpose of the Inclusion Ready Grant is for You to
  - (i) reduce immediate local barriers affecting participation and attendance in an Approved Kindergarten Program;
  - (ii) ensure Eligible Children with diverse or additional needs are provided with adjustments that are supplementary to the strategies and resources available;
  - (iii) engage ECTs in professional development to ensure they are ready to support all Eligible Children and families to feel welcome, engaged and culturally safe;
  - (iv) support the transition into an Approved Kindergarten Program or Prep for Eligible Children with diverse or additional needs; and
  - (v) any other funded purpose consistent with the Funding Essentials as published or amended from time to time.

#### 2.2 Accepted Use of Funds

- (a) In order to comply with the requirement to use the Funds for the Funded Purpose, You must apply or use all of the Funds for an Accepted Use.
- (b) The Accepted Use of the Inclusion Ready Grant is as follows:
  - (i) Diploma qualified educators exclusively for the delivery of the Approved Kindergarten Program (e.g. time release/backfill for the ECT to connect with external organisations consistent with the Funded Purpose);
  - (ii) programs for the Approved Kindergarten Program and Eligible Children only (e.g. breakfast club);
  - (iii) resources for Eligible Children enrolled in the Approved Kindergarten Program (e.g. hats and

bags for all Eligible Children, bus service for the Eligible Children to access and participate in the Approved Kindergarten Program);

- (iv) equipment used exclusively in the delivery of the Approved Kindergarten Program;
  - (v) educational materials used exclusively in the delivery of the Approved Kindergarten Program;
  - (vi) ECT attending professional development or specialist training in connection with the delivery of the Approved Kindergarten Program;
  - (vii) visiting partners or specialists for the benefit of the Eligible Children enrolled in the Approved Kindergarten Program (e.g. centre visits by allied health specialists or parent and child workshops).
- (c) For the avoidance of doubt, the following (on a non-exhaustive basis) are not an Accepted Use of Funds:
- (i) use for costs not directly related to the delivery of the Approved Kindergarten Program for Eligible Children at the LDC Service;
  - (ii) use for or any benefit being passed on to children who are not Eligible Children in an Approved Kindergarten Program; or
  - (iii) use for any general operational costs of the LDC Service or any of Your costs otherwise not specified as an Accepted Use.

### 3 FUNDING

#### 3.1 Funding under Funding Schedule

- (a) The Funding We will provide to You is specified in this item 3.

#### 3.2 Funding Details

- (a) Per annum Funding is not applicable.
- (b) One-off Funding is as follows:

Description	Funding amounts
Inclusion Ready Grant	\$157.70 per eligible enrolment

- (c) Timing of Funding payments is as follows:

Funding Type	Payment basis and due dates
Per annum Funding	Not applicable
One-off Funding	Payment of 100% of the Funding will be paid for each child claimed in the first quarter forecast. Further payments will be made where the service's overall enrolment (net change) increases in subsequent claims.

### 4 DETAILS ABOUT SERVICES

#### 4.1 Service details

- (a) The Services You must deliver are specified below.

<b>Service Type</b>	Queensland Kindergarten Funding
<b>Service Users</b>	Approved Kindergarten Program Providers
<b>Service Particulars</b>	Funding paid by Us to You for the Funded Purpose and to be applied for an Accepted Use of Funds.
<b>Region / geographic area</b>	Statewide

#### 4.2 Service Delivery Requirements

(a) It is a Service Delivery Requirements that, in delivering the Services, You must:

- (i) comply with all provisions titled (or that include in the title) 'Requirement'; and
- (ii) give consideration to all provisions titled (or that include in the title 'Consideration'),

in the sections of the documents specified below and made available to you on Our website.

<b>Document</b>	<b>Description and/or section</b>
Funding Guidelines	You must comply with, and procure that your Services, comply with all of the Funding Guidelines
Funding Essentials	You must comply with, and procure that your Services, comply with all of the Funding Essentials

#### 4.3 Funded Assets

(a) Not applicable.

### 5 REPORTING REQUIREMENTS

The Reporting Requirements for the Funding and the Services are specified below.

#### 5.1 Performance Measures

(a) Not applicable.

#### 5.2 Evidence of use of Funds for Funded Purpose

- (a) You must collect and provide us with any of the records or evidence in relation to the use of Funds for the Funded Purpose and an Accepted Use, including but not limited to:
- (i) enrolment policies and procedures supported by enrolment forms; and
  - (ii) financial reports supported by receipts, invoices, financial statements and bank account statements.

#### 5.3 Data, statements and reports You are to submit

(a) Not applicable.

### 6 SPECIAL CONDITIONS

- (a) Subject to the Long Day Care Services – Service Agreement: Standard Terms, the following Special Conditions apply:
- (i) Despite anything in the Service Agreement, Funding under this Funding Schedule may only be expended by You by providing Funding directly to the LDC Service for which the Funding has been paid by Us in accordance with the Service Agreement, unless otherwise approved in writing

by Us.

- (ii) For the avoidance of doubt, the Funds under this Funding Schedule are applied based on the eligibility requirements of each LDC Service. Any Funds must be applied to the relevant LDC Service. You must not allocate, distribute or apply the Funds for the benefit of another LDC Service or You or Your Related Bodies Corporate unless expressly authorised by Us in writing.

## **7 ATTACHMENTS**

- (a) Not applicable.