

	<b>POLICY TITLE:</b>	<b>Teachers' and Support Staff Pay 2016/17</b>
<b>Kingsmead Academy T/A Kingsmead School</b>		
<b>Committee/Person Responsible for Policy:</b>		Personnel & Teaching for Learning
<b>Date Approved by Governing Body:</b>		March 2017
<b>Date of Last Review:</b>		Spring 2017
<b>Next Review Due:</b>		Spring 2019

The Governing Body of Kingsmead School adopted this policy on 12 February 2015

It should be noted that Kingsmead School is an academy and operates under the name of Kingsmead School.

The policy will be reviewed by the Governing Body following the completion of appraisal reviews and pay progression determinations in the Autumn Term 2015.

#### 1. **OPENING STATEMENT**

This policy is based on the core values of Kingsmead School.

#### CARE:

1.1 The Teachers' Pay and Conditions Document ("the Document") places statutory duties and confers discretionary powers on governing bodies. The DfE has issued guidance with the Document. All schools and academies must have a pay policy covering all decisions on teachers' pay. The policy should specify how the Governing Body intends to carry out its statutory duties for the annual review of pay of all its teachers and by what date. In addition it should specify how it will exercise its discretionary powers for the pay of support staff.

#### ASPIRATION:

1.2 This policy will be applied to the pay of all staff employed to work in the school, excluding any staff whose pay is not determined by the Governing Body. The prime statutory duty of governing bodies as set out in the Standards and Framework Act 1998 is to "...conduct the school with a view to promoting high standards of educational achievement at the school." This Pay Policy is intended to support that statutory duty.

#### RESPECT:

1.3 In exercising its functions, the Governing Body will adhere to the Governance (Roles, Procedures and Allowances) (England) Regulations 2013 and, in particular, the principles applicable to those in public life. The Governing Body will act with integrity, objectivity and honesty in the best interests of the school, will be open about decisions made and actions taken, and will be prepared to explain decisions and actions to interested persons.

- 1.4 Nothing in the above requires the Governing Body to disclose material relating to any employee, or anyone proposed to be employed at the school, nor to any matter which, by reason of its nature, the Governing Body is satisfied should remain confidential.

## 2. **GENERAL PROVISIONS**

### 2.1 **Equal Opportunities Policy**

The Governing Body will abide by all relevant legislation and, in particular, will not unlawfully discriminate on grounds of age, disability, sex, race, religion or belief or sexual orientation or other protected characteristics and must comply with the regulations preventing less favourable treatment of employees on part-time and fixed-term contracts. The Governing Body will promote equality in all aspects of life, particularly as regards all decisions on advertising posts, appointing, promoting and paying staff, training opportunities and staff development.

### 2.2 **Provision of and Means of Revising Job Descriptions**

The Headteacher will ensure that each member of staff is provided with a job description in accordance with the staffing structure agreed by the Governing Body. Job descriptions may be reviewed from time to time in consultation with the individual employee concerned in order to make reasonable changes. Job descriptions will identify key duties and areas of responsibility and will show who is responsible for what and who is responsible for whom; job descriptions will also make clear what responsibilities are common to all posts.

### 2.3 **Maintenance or Creation of Differentials**

Appropriate differentials will be created and maintained between posts within the school, recognising accountability and job weight, and the Governing Body's need to recruit, retain and motivate sufficient employees of the required quality at all levels.

### 2.4 **Access to Records**

The Headteacher will ensure reasonable access for individual members of staff to their own employment records

## 3. **CONDITIONS OF SERVICE**

- 3.1 For teachers, the Governing Body will fulfil its obligations under:

- The Teachers' Pay and Conditions Document (hereinafter referred to as "the Document");
- The Conditions of Service for Teachers in England and Wales (Burgundy Book);
- any collective agreements in force between the recognised Trades Unions and the Academy Trust;

*Guidance: The timing of salary determination and notification will comply with section 2 paragraph 3 of the 'Document' and the Governing Body should determine a teacher's pay without undue delay.*

- 3.2 For support staff, the Governing Body will fulfil its obligations under the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service (Green Book) and local agreements between Somerset County Council/Academy Trust and the recognised trades unions.

## A. **PROVISIONS RELATING TO TEACHING STAFF**

### 1. **INTRODUCTION**

This policy sets out the framework for making decisions on teachers' pay. It has been developed to comply with current legislation and the requirements of the Teachers' Pay and Conditions Document (STPCD) and has been consulted on with staff and/or the recognised trade unions.

- 1.1 The Governing Body has adopted the policy set out in this document to provide a clear framework for the management of pay and grading issues for all staff employed in the school.

*NOTE: In this policy includes all settings in which teachers are employed and are subject to the statutory Teachers' Pay and Conditions Document.*

- 1.2 The Governing Body is committed to taking decisions in accordance with the 'key principles of public life': objectivity, openness and accountability. It recognises the requirement for a fair and transparent policy to determine the pay and grading for all staff employed in the school, which takes account of the conditions of service under which staff are employed and relevant statutory requirements.
- 1.3 The Governing Body recognises its responsibilities under relevant legislation including the Equality Act 2010 and will ensure that all pay related decisions are taken equitably and fairly in compliance with statutory requirements.
- 1.4 This policy is based on a whole approach to pay issues. The arrangements for managing pay will take account of the resources available to the academy. Pay progression will not be withheld on the grounds of cost. The staffing structure will support the improvement plan. The Governing Body will exercise its discretionary powers using fair, transparent and objective criteria in order to secure a consistent approach in pay decisions.
- 1.5 The Governing Body recognises the requirement that all pay progression decisions for all teaching staff must be linked to annual appraisal of performance. The procedures set out in this policy seek to ensure that this is achieved in a fair equitable and transparent way. The Governing Body also recognises the importance of annual appraisal of performance for support staff and how this may link to pay.
- 1.6 This policy has been agreed by the Governing Body following consultation with staff and the recognised trade unions. Any subsequent changes will also be subject to further consultation before amendment by the Committee. The Pay Committee will have full authority to take decisions on behalf of the Governing Body on pay matters as defined in this policy.

## **2. AIMS OF THE POLICY**

The Governing Body aims to use the pay policy to:

- maximise the quality of teaching and learning at the school
- support the recruitment and retention of a high quality teacher workforce
- support the school improvement plan
- link with the school's appraisal policy and provide flexibility to recognise individual employee performance through pay progression
- enable the school to recognise and reward teachers appropriately for their contribution to the school
- help to ensure that decisions on pay are managed in a fair, just and transparent way that complies with relevant employment and equalities legislation

The Governing Body will consider advice issued by the Department for Education (DfE), recognised trade unions and professional associations and other national bodies as appropriate in ensuring compliance with relevant statutory legislation.

## **3. GOVERNANCE AND GENERAL PROVISIONS**

- 3.1 Delegation to the Pay Committee: The Governing Body will determine the annual pay budget taking account of the recommendations of the Pay Committee, to which the Governing Body's decision-making powers in respect of individual teachers' pay have been delegated in accordance with relevant provisions governing the conduct of the Governing Body's business.
- 3.2 Membership of the Pay Committee: The Governing Body will appoint the members of the Pay Committee. No member of the Governing Body employed to work in the school shall be a member of the Pay Committee. The Headteacher may attend all meetings of the Pay Committee to offer advice but must withdraw during any part of the meeting when his/her own pay (or that of any family member employed in the school) is under consideration. Any person must declare any pecuniary interest that may arise and withdraw from the meeting when any matter is under consideration which may give rise to a potential conflict of interest or doubt about that person's ability to act impartially.
- 3.3 Terms of Reference of the Pay Committee: The Terms of Reference of the Pay Committee will be determined and periodically reviewed by the Governing Body. The Terms of Reference are contained in **Appendix 3**.
- 3.4 Conduct of the Pay Committee's business and decisions:
- 3.4.1 The report of the Pay Committee will be placed in the confidential section of the Governing Body's agenda and will either be received (accepted) or referred back. Reference back may occur only if either the Pay Committee has exceeded its' powers under the policy or the budget allocation for pay has been exceeded.
- 3.4.2 Decisions will be communicated to each member of teaching staff, including those of the Headteacher and other members of staff paid on the Leadership scale, in writing in accordance with Section 2 paragraph 4 of the Teachers' Pay and Conditions Document ("the Document"). An instruction to amend pay from the relevant date will be issued immediately after the time limit for the lodging of an appeal has passed or immediately after an appeal has been concluded.
- 3.4.3 As required by the Document, the salaries of all teaching staff, including those of the Headteacher and other members of staff paid on the Leadership scale, will be reviewed annually to take effect from 1 September. All staff will receive a written statement of the determination of their pay (model pay statement in **Appendix 6**).
- 3.5 Pay Hearings and Appeals:
- 3.5.1 In accordance with the Teachers' Pay and Conditions Document the Governing Body has:
- Adopted a policy that sets out the basis on which it determines teachers' pay and the date by which it will determine its teachers' annual pay review; and
  - In accordance with Section 29 of, and Schedule 2 to, the Employment Act 2002, established procedures for addressing teachers' grievances in relation to their pay.
- 3.5.2 The conduct of the appeal will be in accordance with the Governing Body's appeals procedures. The decision of the Appeals Panel will be final.
- 3.5.3 Other issues linked to pay e.g. allegations of unlawful deductions, overpayments, underpayments are dealt with in **Appendix 4**.
- 3.6. Job Roles and Responsibilities:
- 3.6.1 All members of staff will be provided with a job description outlining the roles and responsibilities of the post. This will also include the pay range and any additional

payments or allowances covered by this policy. The job description will state the reason for any additional allowances or payments and whether this is a permanent or temporary payment.

3.6.2 Any significant changes to duties and responsibilities of a post will be subject to discussion with the member of staff with a view to reaching agreement. Where there is a significant change in duties and responsibilities of a post a new job description will be issued.

3.6.3 Where the staffing structure of the school needs to be changed, resulting in broader changes to roles and responsibilities, this will be the subject of consultation with the staff involved before any changes are made and with a view to seeking to agree the changes before new job descriptions are issued.

### 3.7 Maintenance or Creation of Differentials

Appropriate differentials will be created and maintained between posts within the school, recognising accountability and job weight, and the Governing Body's need to recruit, retain and motivate sufficient employees of the required quality at all levels.

## 4. **PAY REVIEWS**

4.1 The Governing Body will ensure that each teacher's salary is reviewed annually, with effect from 1 September (and by no later than 31 October each year, except for Headteachers whose review should be undertaken no later than 31 December each year) and that all teachers are given a written statement setting out their salary and any other financial benefits to which they are entitled.

4.2 Reviews may take place at other times of the year to reflect any changes in circumstances or job description that lead to a change in the basis for calculating an individual's pay. A written statement will be given after any review and where applicable will give information about the basis on which it was made.

4.3 Where a pay determination leads or may lead to the start of a period of safeguarding, the Governing Body will give the required notification as soon as possible and no later than one month after the date of the determination.

## **PAY FOR CLASSROOM TEACHERS OTHER THAN THOSE ON LEADERSHIP SCALE OR PAID AS LEADING PRACTITIONERS:**

### 5. **BASIC PAY DETERMINATION ON APPOINTMENT**

5.1 The Governing Body, or the Headteacher if delegated authority to do so, will determine the pay range for a vacancy prior to advertising it. On appointment the starting salary to be offered to the successful candidate will be determined within that range.

5.2 In making such determinations, the following range of factors may be considered, including:

- the nature of the post
- the level of qualifications, skills and experience required
- market conditions
- the wider school context.

**(Note:** these factors are not intended to be an exhaustive list and may not be equally relevant in relation to every appointment).

5.3 The principle of pay portability will be applied in making pay determinations for all new appointees on the Teachers' Main Pay Range only and will be considered on a

case by case basis in relation to the Upper Pay Range, taking into account the factors set out in 5.2 (above).

## 6. PAY STRUCTURES

The Governing Body has approved the pay structures for Main Pay Range, Upper Pay Range and Unqualified teachers set out in **Appendix 1**.

## 7. PAY PROGRESSION BASED ON PERFORMANCE

7.1 In this school all teachers can expect to receive regular, constructive feedback on their performance and are subject to an annual appraisal that recognises their strengths, informs plans for their future development, and helps to enhance their professional practice. The arrangements for teacher appraisal are set out in the School's Appraisal policy.

7.2 Decisions regarding pay progression will be made with reference to teachers' appraisal reports and the pay recommendations they contain. It will be possible for a 'no progression' determination to be made in any individual case without recourse to the capability procedure. In the case of NQTs, whose appraisal arrangements are different, pay decisions will be made by means of the statutory induction process.

*NOTE: A 'no progression' determination should only be made if concerns about a teacher's performance have already been identified and raised within the Appraisal process or moved into the Capability procedure.*

7.3 To be fair and transparent, assessments of performance will be properly rooted in evidence. In this school we will ensure fairness through the Headteacher monitoring and moderating the consistency of objectives and appraisal outcomes.

7.4 The evidence we will use will include the evidence identified in the School's Appraisal policy in consultation with staff, which may include:

- Lesson observations
- Self-assessment
- Peer-review
- Pupil progress data
- Pupil attainment data
- Lesson planning and evaluation
- Recorded information concerning the teacher's conduct, performance and attendance

The latter may only be known to the Headteacher if it is an outcome of formal procedures. If so, the Headteacher may use the information in moderating appraisal outcomes.

7.5 Teachers' appraisal reports will contain pay recommendations from the appraiser which can be moderated by the Headteacher (the original report should be available to The Pay Committee). Final decisions about whether or not to accept a pay recommendation will be made by the Pay Committee, having regard to the appraisal report and taking into account advice from the senior leadership team. The Pay Committee will consider its approach in the light of the school's budget and ensure that appropriate funding is allocated for pay progression at all levels.

7.6 In this school, judgements of individual performance for Main Pay Range, Upper Pay Range and Unqualified teachers will be made against the extent to which the teacher has had a successful appraisal review, including the extent to which they have:

- met their individual teacher appraisal objectives, and
- met or exceeded the requirements of the Teachers' Standards, incorporating:
  - their impact on pupil progress
  - their impact on wider outcomes for pupils
  - the quality of their teaching
  - improvements in specific elements of their professional practice, such as behaviour management, lesson planning and evaluation, use of assessment, impact on effectiveness of colleagues
  - their wider contribution to the work of the school
- as UPR teachers met the UPR pay progression criteria
- the impact of their leadership or management roles (if applicable)

7.7 Teachers will be eligible for pay progression according to their individual performance and progression will be on the basis of absolute criteria as follows:

- Classroom teachers will be awarded pay progression on the Main Pay Range following each successful performance management/appraisal review which will always consider the quality of teaching against the Teachers Standards. Main Pay Range and Unqualified Teachers will be eligible for progression by 1 point on their scale unless performance management/appraisal procedures lead to capability procedures.
- Upper Pay Range Teachers satisfying the above criteria and the pay progression criteria for Upper Pay Range teachers will be eligible for progression by 1 point on the Upper Pay Range following two consecutive successful appraisal reviews (see 9 below and **Appendix 2**).

7.8 Teachers will be informed of the Pay Committee's decision within 5 working days of the meeting. Pay progression will be implemented from the 1 September following the appraisal review period.

## 8. **MOVEMENT TO THE UPPER PAY RANGE**

### 8.1 Applications and Evidence

Any qualified teacher who has reached the top of the Main Pay Range may apply to be paid on the Upper Pay Range. It is the responsibility of the teacher to decide whether or not they wish to apply to be paid on the Upper Pay Range. Any such application must be assessed in line with this policy.

8.2 Applications may be made only once in each year but may be made at any point up to the 31 October following. For example, a teacher who moves to the top of the Main Pay Range on 1 September 2013 may apply for threshold assessment at any point between then and 31 October 2014.

8.3 A successful application will be implemented from 1 September following the year in which the application is made, or backdated when the application is lodged after 1 September but prior to 31 October. For example, a teacher making a successful application between 1 September 2017 and 31 October 2018 will be placed on UPR1 on 1 September 2018.

8.4 If a teacher is simultaneously employed at another school(s), they may submit separate applications if they wish to apply to be paid on the Upper Pay Range in that or other schools. This school will not be bound by any pay decision made by another school or Academy.

8.5 All applications should include the results of reviews or appraisals under the 2013 regulations, including any recommendation on pay (or, where that information is not

applicable or available, a statement and summary of evidence designed to demonstrate that the applicant has met the assessment criteria). Applications should contain evidence from the two most recent consecutive appraisals which clearly demonstrate that the teacher achieved their personal objectives, was assessed as meeting the relevant standards (Teachers' Standards) and that their teaching was assessed as consistently good over the preceding two years. In addition, the application should contain evidence that the teacher meets the criteria for progression to the Upper Pay Range (see 8.6 below). Applications should be submitted in writing, citing the required evidence, to the Headteacher within the specified timescale.

#### 8.6 The Assessment

An application from a qualified teacher will be successful where the Governing Body is satisfied that:

- (a) the teacher is highly competent in all elements of the relevant standards; and
- (b) the teacher's achievements and contribution to the school are substantial and sustained.

For the purposes of this pay policy:

- 'highly competent' means performance which is not only good but also good enough to provide coaching and mentoring to other teachers, give advice to them and demonstrate to them effective teaching practice and how to make a wider contribution to the work of the school, in order to help them meet the relevant standards and develop their teaching practice
- 'substantial' means of real importance, validity or value to the school; plays a critical role in the life of the school; provides a role model for teaching and learning; makes a distinctive contribution to the raising of pupil standards; takes advantage of appropriate opportunities for professional development and uses the outcomes effectively to improve pupils' learning; and
- 'sustained' means maintained continuously over at least the previous two years.

The application will be assessed robustly, transparently and equitably, by the Headteacher whose recommendation will be considered by the Pay Committee who will make the final determination.

#### 8.7 Processes and procedures

The assessment will be made within 10 working days of the receipt of the application or the conclusion of the appraisal process, whichever is later. The applicant will receive a response to their application within 5 working days of the Pay Committee meeting.

The Headteacher will make a recommendation to the Pay Committee who will make the determination as to whether the application is successful. If successful the teacher will be placed on the minimum of the Upper Pay Range.

If successful, applicants will move to the Upper Pay Range from the start of the academic year on 1 September (see 8.3 above).

If unsuccessful, feedback will be provided by the Headteacher in writing within 5 working days of the Pay Committee meeting, giving clear reasons and areas for development.

Any appeal against a decision not to move the teacher to the Upper Pay Range will be heard under the school's general appeals arrangements.

### 9. **PROGRESSION ON THE UPPER PAY RANGE**

- 9.1 Pay progression for teachers on the Upper Pay Range will be subject to the outcome of two consecutive successful appraisal reviews by reference to the Upper Pay Range progression criteria within this policy (**see Appendix 2**).
- 9.2 Pay progression decisions for Upper Pay Range teachers will be conducted in line with the provisions of 7.7 above. Recommendations will be included in the Appraisal Review Statement and following moderation will be submitted by the Headteacher to the Pay Committee, who will make the final determination.
- 9.3 Teachers will be informed of the Pay Committee's decision within 5 working days of the meeting. Pay progression will be implemented from the 1 September following the appraisal review period.

## 10. **PART-TIME TEACHERS**

- 10.1 Teachers employed on an on-going basis at the school but who work less than a full working week are deemed to be part-time. The Governing Body will give them a written statement detailing their working time obligations and the standard mechanism used to determine their pay, subject to the provisions of the statutory pay and working time arrangements and by comparison with the school's timetabled teaching week for a full-time teacher in an equivalent post.
- 10.2 Part-time teachers will be entitled to be paid for their contractual hours pro rata to a full-time teacher and will also be entitled to PPA time, other non-contact time and directed time allocated on a pro rata basis.
- 10.3 All pay decisions for part-time teachers will be consistent with the arrangements in paragraphs 5 to 9 above.

## 11. **SHORT NOTICE/SUPPLY TEACHERS**

- 11.1 Teachers employed on a day-to-day or other short notice basis will be paid on a daily basis calculated on the assumption that a full working year consists of 195 days; periods of employment for less than a day being calculated pro-rata.
- 11.2 Teachers who are employed to teach for the full day will be paid at a daily rate of 1/195th of the annual pay they would receive if engaged on a regular contract. Teachers who work less than a full day will be hourly paid and will also have their salary calculated as an annual amount which will then be divided by 195 then divided again by the proportion of the full pupil day which they teach to arrive at the hourly rate.
- 11.3 Pay decisions for supply teachers will be consistent with paragraphs 5 to 9 above when the teacher is employed within the school on a contract of at least a term. Pay decisions for supply teachers working less than a term will be made by the school in line with paragraph 5 of this policy.
- 11.4 Where supply teachers are engaged via an agency, the school will pay the rates agreed with the agency.

## 12. **PAY INCREASES ARISING FROM CHANGES TO THE DOCUMENT**

All teachers are paid on salary rates in accordance with the statutory provisions of the Document as updated from time to time.

## 13. **LEADING PRACTITIONER TEACHER POSTS**

- 13.1 This school does not currently employ teachers on the Leading practitioner scale but reserves the right to do so.
- 13.2 Such posts may be established for teachers whose primary purpose is the modelling and leading improvement of teaching skills, where those duties fall outside the criteria for the TLR payment structure.
- 13.3 When determining the pay scales for individual Leading Practitioner posts, the Governing Body will do this by reference to the weight of the responsibilities of the post and bearing in mind the need to ensure pay equality where posts are equally demanding and fair pay relativities between posts of differing levels of responsibility.
- 13.4 The policy of the Governing Body is normally to appoint any new Leading Practitioner teacher at the bottom point of the pay range unless the factors set out in 5.2 (above) justify a higher point.
- 13.5 Pay progression decisions will be consistent with the provisions set out in paragraph 7 above.

## **PAY FOR TEACHERS PAID ON THE LEADERSHIP PAY SCALE**

### **14. LEADERSHIP POSTS (Headteacher, Deputy Headteacher(s) and Assistant Headteacher(s))**

#### **14.1 HEADTEACHER PAY**

##### **14.1.1 For new Headteachers**

When a new appointment needs to be made, the Governing Body will determine the seven point Individual Range (ISR) to be advertised and agree pay on appointment as follows:

- The school's Group Size will be reviewed and determined in accordance with Section 2 paragraphs 7 to 10 of the Document.
- The Pay Committee will determine the ISR in accordance with Section 2 paragraph 11 of the Document taking account of the guidance in Section 3 paragraphs 12 and 13 of the Document.
- The reasons for the determination will be recorded.
- In accordance with Section 2 paragraph 6.2(e) of the Document, the new Headteacher's starting salary will be one of the first four points on the ISR.

##### **14.1.2 For serving Headteachers**

- The Pay Committee shall or may re-determine the ISR in accordance with Section 2 paragraph 11 of the Document, taking account of the guidance in Section 3 paragraph 12 of the Document.
- The Pay Committee must ensure that the maximum of the ISR (when set on or after 1<sup>st</sup> September 2011) does not exceed the maximum of the Headteacher group range. For existing Headteachers whose ISR exceeds the maximum point of the group range there is no requirement to review their existing ISR.
- Appointed Governors/Directors and Headteacher will agree annual performance objectives for the Headteacher. Objectives should be agreed as early as possible in the Autumn Term and no later than 31 December, in accordance with the arrangement set out in the School's Appraisal Policy.
- The Appointed Governors/Directors will review the performance of the Headteacher, taking into account the performance objectives agreed or set and the advice of the External Adviser, and determine whether there has been a sustained high quality of performance. If there has, the Appointed Governors/Directors may award up to two points in any one year, subject to the

maximum of the ISR not being exceeded. Annual pay progression within the range for this post is not automatic. Guidance on performance progression in paragraph 15 below. Further guidance can be found at Section 2, paragraph 6.2 of the Document and Section 3, paragraph 30 of the Document.

#### 14.1.3 Where Headteachers hold additional responsibilities

##### ***Extended Services***

The Governing Body has discretion to take account of the additional responsibility and accountability associated with the provision of extended service on their site as part of the local authority's local area plan when determining the head's ISR (see paragraphs 27--28 of section 3 of the STPCD 2011).

##### ***Headteachers responsible and accountable for more than one school***

Where the Headteacher is appointed as a Headteacher of more than one school the relevant body of the Headteacher's original school or, where collaboration arrangements are made under the Collaboration Arrangements (Maintained schools and Further Education Bodies) (England) Regulations 2007), the collaborating body, must determine the individual range by the application of the total unit score of all of the schools calculated in accordance with Section 2, paragraphs 8, 9 and 10.

##### ***(Collaborative arrangement with more than one governing body)***

Under a collaboration arrangement the Governing Bodies may arrange for a joint committee, made up from all the academies involved to have delegated powers, to determine the pay arrangements of the Head and other relevant staff. Such an arrangement should be mutually recorded in the pay policy document adopted by the respective academies.

##### ***A) – permanent arrangement and single governing body***

The remuneration in cases, where there is a permanent arrangement such as when schools are part of a hard federation with a single governing body, should be based on the calculation of the total number of pupil units across all schools, which will give a group size for the Federation. The relevant body should then determine the Headteacher's seven point ISR and appropriate starting point in that range according to paragraphs 6-11 of Section 2 of the Document and guidance in Section 3 paragraphs 14 and 15.

##### ***B) - temporary arrangement***

There is an expectation that temporary arrangements will be time-limited and subject to regular review and the maximum duration should be no longer than two years. The remuneration will be determined in accordance with paragraph 12 of Section 2 of the Document and the statutory guidance in Section 3 paragraphs 19-26.

##### **Provision of services by the Headteacher**

The relevant body has discretion to make payments to Headteachers who provide an external service to one or more additional schools and also to any of the school's teachers whose post acquires additional responsibility as a result of the Head's activities. Payments are not automatic (See the Document Section 2, paragraphs 12 and 40.1(d) and statutory guidance in Section 3 paragraphs 77 to 80 ) and may include such activities as Consultant Leader or National Leader of Education. Such payments shall be subject to a protocol, as set out in **Appendix 9**.

Decisions about the level of remuneration will be made by the relevant sub- committee through any necessary negotiation and must be approved by the full board.

#### 14.1.4 Discretionary payments for Headteachers

(Please also refer to the arrangements set out in Section 2, para 12 of the Document).

Additional payments above the ISR can be made to the Headteacher as long as the Pay Committee has not previously taken such a reason or circumstance into account when determining the ISR under an earlier Document.

Areas that could be considered for additional payment are:

- the school is causing concern;
- without such additional payment the relevant body considers that the school would have substantial difficulty filling the vacant Headteacher post;
- without such additional payment the relevant body considers the school would have substantial difficulty retaining the existing Headteacher;
- the Headteacher is appointed as a temporary Headteacher of one or more additional schools.

In normal circumstances, the total sum of additional payments made to a Headteacher in any year must not exceed 25% of their basic salary.

In exceptional circumstances a Headteacher can receive an additional payment which exceeds 25% of their basic salary. In this situation the Pay Committee must make a business case for the payment to the full Governing Body. The Governing Body must seek external independent advice from an appropriate person or body who can consider the provisions of the Document and whether they have been properly applied to the Headteacher's pay before making a decision on whether it is justifiable to exceed the limit in each particular case.

There must be a clear audit trail for any advice given to the Governing Body and a full and accurate record of all decisions made by the Governing Body and the reasoning behind the decision.

## **14.2 DEPUTY AND ASSISTANT HEADTEACHER PAY**

### **14.2.1 For new Deputy and Assistant Headteachers**

When a new appointment needs to be made, the Governing Body will determine the pay range to be advertised and agree pay on appointment as follows:

- The pay range will be determined in accordance with Section 2 paragraph 14 of the Document, taking account of the guidance in Section 3 paragraph 29 of the Document.
- The reasons for the determination will be recorded;
- In accordance with Section 2 paragraph 13.3 of the Document, the new Deputy Headteacher's starting salary will be one of the first three points on the range.

### **14.2.2 For serving Deputy and Assistant Headteachers**

- The Pay Committee shall or may re-determine the Deputy Headteacher and/or Assistant Headteacher pay ranges in accordance with Section 2 paragraph 14 of the Document taking account of the guidance in Section 3 paragraph 29 of the Document.
- The Governing Body delegates to the Headteacher the agreement or setting of annual performance objectives for Deputy and Assistant Headteachers. Objectives should be agreed as early as possible in the Autumn Term, in accordance with the arrangements set out in the school's Appraisal Policy.
- The Headteacher will review the performance of the Deputy and Assistant Headteacher, taking into account the performance objectives agreed or set and determine whether there has been a sustained high quality of performance. The Headteacher will report to the Pay Committee as to whether there has, or has not, been a sustained high quality of performance and, if there has, the Pay Committee may award up to two points in any one year, subject to the maximum of the range not being exceeded. Annual pay progression within the range for this post is not automatic. Guidance on performance progression in paragraph 15 below. Further guidance can be found at Section 2, paragraph 13.2 of the Document and Section 3, paragraph 30 of the Document.

### **Where Headteachers hold additional responsibilities**

In all cases, consideration needs to be given to the remuneration of Deputy and Assistant Heads who as a result of the Headteacher's role are taking on additional responsibilities. An increase in remuneration should only be agreed where the post accrues additional extra responsibilities as a result of the Headteacher's enlarged role, it is not automatic.

### **Extended Services**

Where the Head takes on responsibility for extended services the relevant body has discretion to take account of the additional responsibility and accountability associated with the provision of extended services on their site when determining the Deputy or Assistant Head's remuneration. An increase in remuneration should only be agreed where the post accrues extra responsibilities as a result of the Headteacher's enlarged role, it is not automatic.

## **15. LEADERSHIP PAY PROGRESSION**

- 15.1 The Headteacher, Deputy Headteacher(s) and Assistant Headteacher(s) may be awarded additional scale points in accordance with the provisions of the 2014 STPCD, i.e. they must demonstrate sustained high quality of performance in respect of leadership and management and pupil progress. Assessment of performance will be through the teacher appraisal process in line with the school's Appraisal policy.

## **ALLOWANCES**

### **16. TEACHING AND LEARNING RESPONSIBILITY (TLR) ALLOWANCES**

- 16.1 The Pay Committee may award a TLR 1 or 2 to a classroom teacher in accordance with section 2 paragraphs 24 and section 3 paragraphs 35-41 of the Document. These payments will be for clearly defined and sustained additional responsibility in the context of the staffing structure for the purpose of ensuring the continued delivery of high quality teaching and learning. All job descriptions will be regularly reviewed and will make clear, if applicable, the responsibility or package of responsibilities for which a TLR 1 or 2 is awarded, taking into account the criteria set out in Section 2 paragraph 24 of the Document.
- 16.2 The Pay Committee may award a TLR 3 to a classroom teacher in accordance with section 2 paragraphs 24 and section 3 paragraphs 35-41 of the Document. These payments will be for clearly time-limited improvement projects or one-off externally driven responsibilities.
- 16.3 The Pay Policy will need to state the level and volume of TLRs which the school will pay and the number of posts which will attract any such payments.

<b>POLICY OPTION</b>		
<b>Either:</b>		
The Governing Body has agreed to set the TLR values recommended by the Somerset LA which are :		
<b>TLR 1</b>	<b>TLR 2</b>	<b>TLR 3</b>
TLR 1(1) £7,471 £7,622	TLR 2 (1) £2,587 £2,639	TLR 3 (1) £511 £520
TLR 1(2) £9,132 £9,379	TLR 2 (2) £4,269 £4,397	Any intermediate values determined by the Pay Committee
TLR 1(3) £10,917 £11,138	TLR 2 (3) £6,033 £6,156 or	
TLR 1(4) £12,643 £12,899	TLR 2 (4) £6,322 £6,450	TLR 3 (4) £2,551 £2,602

### **17. SPECIAL EDUCATIONAL NEEDS ALLOWANCES:**

There are no Special Educational Needs Allowances at Kingsmead

## **OTHER TEACHERS' PAY MATTERS**

### **18. CONTINUING PROFESSIONAL DEVELOPMENT ACTIVITIES (CPD)**

- 18.1 The Pay Committee will not exercise the discretion under Section 2 paragraph 40.1(a) of the Document. The Pay Committee will periodically review this provision of the Policy.

### **19. INITIAL TEACHER TRAINING (ITT) ACTIVITIES**

- 19.1 The Pay Committee will not exercise its discretion under Section 2 paragraph 40.1(b) of the Document, since teachers with significant involvement in ITT receive pay recognition through Teaching and Learning Responsibility Payments.

### **20. PAYMENT FOR OUT OF HOURS LEARNING ACTIVITIES**

- 20.1 The Pay Committee will pay for out of hours learning activities where approved by the Headteacher or Governors/Directors

### **21. RECRUITMENT AND RETENTION INCENTIVES AND BENEFITS**

- 21.1 The Pay Committee will consider exercising its powers under Section 2 paragraph 41 of the Document, according to the following policy:-

1. In accordance with Paragraph 41 of the Document, the Governing Body is able to pay **recruitment** incentives and benefits for a period to be specified by the Pay Committee from the date of appointment. It is also able to pay **retention** incentives and benefits for a period to be specified by the Pay Committee. In either case the incentives or benefits will be subject to regular review and may be ended or extended by the Pay Committee at its discretion.
2. In deciding whether and when to pay such incentives and benefits the Governing Body recognises:-
  - (a) a commitment to ensure that employees receive equal pay for work of equal value; and
  - (b) that the payment of these incentives and benefits is a way of tackling recruitment and retention problems by temporarily increasing the total pay, or other benefits, awarded to a teacher for specified periods without altering the duties and responsibilities assigned to the teacher's post or its grading.  
(It is recommended that each school's pay policy should contain a statement as to how and when this discretion will be used. A suggested statement is set out below which includes alternative criteria to be applied to the exercise of the discretion).
3. The Governing Body will apply these criteria to the payment of recruitment and retention incentives and benefits:-
  - 3.1 Incentives and benefits awarded will be determined by the Pay Committee and will take account of both the importance of the need to recruit and retain a teacher in relation to their duties and responsibilities, the available budget and the need to maintain, as far as possible, the principle of equal pay.
  - 3.2 The award of recruitment and retention incentives and benefits may be paid to all teachers (**or** those in shortage subjects as defined by the Headteacher).
  - 3.3 Recruitment incentives and benefits will be paid after one (**or two**) advertisement(s) has failed to produce a suitable candidate for appointment **or** evidence from previous recent advertisements has demonstrated a poor response in both terms of quantity and quality of candidates for appointment.
  - 3.4 Retention incentives and benefits will be awarded where there is evidence of high staff turnover within the previous twelve months.

- 3.5 A retention incentive or benefit may be awarded where the Headteacher is satisfied that unless such a payment is made, the services of a key member of staff will be lost. "Key" in this context is a teacher:-
- (a) whose duties and responsibilities over the next one to three years are particularly important to the successful delivery of a crucial aspect of the Improvement Plan relating directly to teaching and learning; and
  - (b) who would be difficult to replace in the current recruitment market.
- 3.6 The extension of recruitment or retention incentives and benefits will be considered where a review of the circumstances which led to the award of the payment in the first place shows that they remain unchanged in importance or have increased in importance. The continuing payment will not be for more than one year without a further review as to whether these circumstances remain or have increased in importance.
- 3.7 Rates of incentives and benefits will be reviewed annually with the intention of increasing them in line with general increases in teachers' pay **or** they will be at a fixed rate throughout their duration.

*Guidance:*

*"Teacher" includes the leadership group, leading practitioner, Upper Pay Range and Main Pay Range teachers. Section 3 paragraphs 81 to 84 provide statutory guidance on the use of this discretion.*

*The employer and the employee will be liable for National Insurance contributions and pension contributions (if a member of the Scheme) and the employee will be liable for income tax in respect of incentives and benefits awarded.*

## 22. **SALARY SAFEGUARDING**

All decisions concerning the application of Salary Safeguarding for teachers will be subject to the relevant detailed provisions within Parts 4 and 5 of the Document.

## B. **PROVISIONS RELATING TO SUPPORT STAFF PAY**

### 1. **INTRODUCTION**

The Governing Body's power to determine the salaries of support staff is set out in Regulations 17 and 29 of the Staffing (England) Regulations 2009 and associated "Guidance on managing staff employment in schools" (DfE 2009).

Regulation 17 (3) requires governing bodies of community, voluntary controlled and community special schools to pay in accordance with pay grades determined by the LA. Regulation 17 (6) requires governing bodies to consider advice from the Local Authority in relation to matters relating to grading and remuneration of support staff.

Regulation 29 allows governing bodies of foundation, voluntary aided and foundation special schools to employ support staff on such terms as they think fit. In Somerset LA maintained schools, the written Statement of Particulars setting out terms and conditions of employment specifies that the contract is subject to relevant National Conditions of Service as supplemented by local agreements. This means that unless the Governing Body of a foundation or voluntary aided has reached its' own local agreement through a collective bargaining process with its staff and the recognised trades unions (UNISON, GMB and Unite), the County Council's local agreements will continue to apply to their support staff's contracts of employment.

Academies may determine pay and grading arrangements for their support staff through local agreement with the recognised Trade Unions.

## 2. **DETERMINATION OF GRADING AND PAY FOR SUPPORT STAFF**

The Pay Committee will determine the pay grade of support staff in accordance with the scale of grades currently applicable in relation to employment with the Academy Trust, which the Pay Committee consider appropriate for the post.

Grading and Pay decisions will be taken in accordance with the relevant provisions of paragraphs 1 to 5 of the section on Teachers Pay (above). Appeal procedures are set out in paragraph 3.5 above.

The Pay Committee will apply the policy recommended by the Academy Trust for determining the starting salaries of support staff (as set out in **Appendix 7**).

The Pay Committee will apply the principles and policies recommended by the Academy Trust for the award of additional contractual and honoraria payments (as set out in **Appendix 8**).

## C. **FURTHER GENERAL PROVISIONS**

### 1. **DEDUCTIONS FROM SALARY FOR UNPAID LEAVE OF ABSENCE**

Deductions of pay for unpaid leave of absence and unauthorised absence will be subject to the provisions set out in **Appendix 10**.

### 2. **MONITORING THE IMPACT OF THE POLICY**

The Governing Body will monitor the outcomes and impact of this policy on a regular basis annually, including trends in progression across specific groups of teachers to assess its effect and the school's continued compliance with equalities legislation.

**1. PAY SCALES FOR MAIN PAY RANGE AND UPPER PAY RANGE**

<b>Scale and points</b>	<b>2015 value</b>	<b>2016 value</b>
Main pay range minimum (point 1)	22,242	22,467
	24,001	24,243
	25,931	26,192
	27,925	28,207
	30,125	30,430
Main pay range maximum (point 6)	32,831	33,160
Upper pay range minimum (UPR1)	35,217	35,571
Upper pay range 2 (UPR2)	36,521	36,889
Upper pay range maximum (UPR3)	37,870	38,250

**2. PAY SCALE FOR UNQUALIFIED TEACHERS**

(i) as now updated by 1% Pay award

<b>Scale and points</b>	<b>2015 value</b>	<b>2016 value</b>
UQ scale minimum (point 1)	16,296	16,461
UQ 2	18,192	18,376
UQ 3	20,088	20,289
UQ 4	21,982	22,204
UQ 5	23,879	24,120
UQ scale maximum (point 6)	25,774	26,034

**3. LEADING PRACTITIONER SCALE**

Currently Kingsmead does not employ teachers on the Leading Practitioner Scale but reserves the right to do so in future.

## Appendix 2

### Upper Pay Range Teachers – criteria for Pay Progression

1. The Governing Body will move all teachers who are assessed in their appraisal as successful in meeting the relevant criteria (in paragraph 18 of Section 2 of the Document) onto the first point of the Upper Pay Range.
2. In making a subsequent determination on the salary of a teacher paid on the Upper Pay Range, the Governing Body will not consider a further award unless:-
  - there have been two successful consecutive performance management reviews in which the teacher:
    - has continued to demonstrate that they are 'highly competent' in all elements of the relevant standards, and
    - his/her achievements and contribution to the school are substantial and sustained.
3. To ensure that the achievements and contribution have been substantial and sustained, that performance reviews will need to demonstrate that the teacher has grown professionally by developing their teaching expertise and competence.
4. The evaluation of post-threshold performance will include the following aspects of a teacher's work:
  - maintenance and consolidation of high levels of competence against teacher standards
  - successful achievement of the areas for further development identified in the previous appraisal cycles
  - successful achievement of individual objectives agreed or set under the appraisal regulations.
5. The teacher is invited to use the relevant standards to evaluate his/her own performance.
6. The appraiser may use the relevant standards to evaluate the performance of the teacher. The reviewer and the teacher then meet to compare their evaluation and analyse any differences on the basis of the evidence available. The reviewer draws on evidence from the appraisal reviews. This evidence includes:
  - Annual appraisal review statements
  - Lesson observations
  - Records of the teacher's professional development
  - Pupil progress records.
7. When completed, the appraiser will complete an appraisal review statement and include a pay progression recommendation. This evidence is passed to the Headteacher who may consult with appropriate team leaders, other than the reviewer, to seek additional information about the teacher's performance.
8. The Headteacher will use the relevant standards and other recorded information to moderate the recommendation on pay progression, referring to the evaluations completed by the teacher (if made available by the teacher) and the reviewer together with any further records from the meeting between the reviewer and the teacher.
9. The Headteacher will provide feedback to the teacher on the outcomes of his/her performance review. This may be additional to the feedback the teacher will have received from his/her appraiser as a result of the annual appraisal cycle.
10. When putting forward a recommendation to the Pay Committee, the Headteacher will only support a recommendation for pay progression on the Upper Pay Range if he/she is satisfied that, all the relevant criteria (as defined above) have been met.

### **Terms of Reference of the Pay Committee**

The terms of reference for the Pay Committee are:

1. to achieve the aims of the school's Pay Policy in a fair and equal manner;
2. to apply the criteria set by the school's Pay Policy in determining the pay of each member of the teaching staff at the annual review;
3. to observe all statutory and contractual obligations;
4. to minute clearly the reasons for all decisions and report these decisions to the next meeting of the Governing Body;
5. to recommend to the Governing Body the annual budget needed for pay, bearing in mind the need to ensure the availability of monies to support any exercise of discretion;
6. to keep abreast of relevant developments and to advise the Governing Body when the school's Pay Policy needs to be revised;
7. to carry out the Headteacher's Appraisal;
8. to appoint and work with the External Adviser in carrying out the Headteacher's Appraisal;
9. to work with the Headteacher in ensuring that the Governing Body complies with the requirements of the Teacher Appraisal Regulations.

## **PRINCIPLES AND PROTOCOL FOR OVERPAYMENTS OF SALARY**

### **Purpose**

This document sets out the Academy Trust's principles and established protocol for dealing with overpayments of salary.

### **Avoidance of Overpayments**

All staff with a responsibility for determining and verifying salary payments have a crucial responsibility for ensuring that incorrect payments (over and underpayments) do not occur and, if they do, that the error is identified and corrected as early as possible.

There are a number of obvious measures that should be taken to achieve this priority:-

- Ensure that all documentation which includes references to salary and salary grades (i.e. advertisements, job details, offer letters, payroll report forms) are fully and accurately completed.
- Verify the accuracy of copies of salary notification documents produced by HR Admin and Payroll Service and sent to the establishment.
- Verify that staffing lists sent to establishments by the HR Admin and Payroll Service, which set out the basis for current salary payments, match the staffing and financial records held by the establishment.
- If there is a mismatch, this must be followed up with HR Admin and Payroll Service without delay.

### **Kingsmead School Principles**

Recovery of any overpayment should be dealt with in a consistent and fair way to protect the interests of the employee concerned as far as is possible.

There needs to be full and proper consultation with the employee which demonstrates a sensitive and caring approach to what is, on most occasions, a difficult and distressing situation.

All overpayments of salary must be recovered from employees provided it is clear that there is definitely no contractual entitlement. In cases of doubt the HR Admin and Payroll Service must be consulted, who may then contact the Academy Trust's Legal Adviser for advice before proceeding.

Recovery should be made as quickly as possible.

For current employees, the recovery of an overpayment will normally be made over the same period of time in which the overpayment accrued. This is subject to two conditions:-

- (a) The period of recovery should not be longer than the period the employee is expected to remain in the employ of the Academy Trust;

In this situation the period of recovery will be foreshortened so that it ends on the date the employment ends;

- (b) If an employee leaves, and this was not known at the start of the recovery period, the final deduction will cover the total remaining overpayment; if there has been insufficient notice to ensure that the final deduction covers the outstanding debt, the employee will be issued with an invoice for the sum remaining.

The period of recovery should in the first instance be recovered over the same period that the overpayment occurred. In exceptional circumstances this can be extended to a maximum of two times the overpayment period.

## **Legal Principles**

The relevant legislation is the Employment Rights Act 1996 Section 14. This legislation has the effect of permitting an employer to make deductions from salary where the purpose of the deduction is to reclaim an overpayment of wages.

Recovery of an overpayment by making deductions from salary payments can be made without the employee's permission. An employer has a legal right to recover money from an employee in respect of an overpayment of salary provided it can be shown that the employee has no contractual entitlement to the money. The employee could challenge the employer's right to recover at an Employment Tribunal.

If there is a legal challenge to the recovery of the overpayment, three principles are commonly applied:-

- (a) Was the employee given information by the employer about their salary payments based on which it would have been reasonable for the employee to have understood that the payments were correct?
- (b) Did the employee fail to act in good faith by not drawing the employer's attention to the fact that they were being overpaid?
- (c) Did the employee act to their own detriment in such a way that the employer should be stopped in equity (i.e. precluded) from seeking reimbursement of the overpayment? The principle of estoppel will only apply where the employee has acted to their detriment when looking at their individual financial situation as a whole i.e. rather than simply that the employee has already spent those particular funds which represented the overpayment.

## **Recovery Process**

Overpayments will be identified in one of four ways - by the employee, the school, the HR Admin and Payroll Service. The majority of overpayments are identified by the HR Admin and Payroll Service. They will issue a standard letter notifying the employee of the overpayment, enclosing an invoice setting out the gross and net amount. The letter will also propose arrangements for recovery. These arrangements are applied unless the employee objects.

Where the overpayment is large and/or known to be a sensitive issue, the HR Admin & Payroll Services will enter discussions with the employee and school, prior to issuing the standard letter. These discussions would usually involve the employee, their line manager and HR Admin and Payroll Services.

## **Write-Offs**

Write-offs of overpayments will most commonly occur in one of these situations:-

- (a) The employee overpaid no longer works for the Academy Trust and a decision is taken by the school, on advice from the Legal Department, that pursuit of the debt through legal processes would not be cost effective, or that the employee cannot be traced.
- (b) The employee has refused to agree to a deduction, has challenged the justification for the recovery and the Legal Department advises that we are unlikely to pursue the debt successfully through the courts.
- (c) The debt has been pursued through the courts but the judgement was in the employee's favour.

Writing off an overpayment of salary will normally mean that the amount involved will be debited against the school's salary budget.

**Arrangements for Special Educational Needs (SEN) Allowances - Guidance for schools**

Kingsmead does not currently pay an SEN Allowance

**Model Salary Statement**

**QUALIFIED TEACHER SALARY REVIEW STATEMENT**

**SCHOOL YEAR .....**

**TEACHER'S NAME .....**

Your salary has been reviewed by the Governing Body in accordance with the Teachers Pay & Conditions Document and from ..... you have been awarded scale points as detailed below:	POINT	VALUE	EXPIRY
Point on main pay scale or UPR for qualifications and experience including:-			
1. Pay point in previous year			
2. Pay progression from previous year (if any)			
Teaching & Learning Responsibility Payments			
Recruitment and retention			
Safeguarded amount		Cash/mark time	
TOTAL			

Signed: .....  
Headteacher

Signed.....  
Teacher

Top Copy: For teacher

2nd Copy: For records

## Appendix 7

### A. SCHOOL BASED SUPPORT STAFF ADDITIONAL CONTRACTUAL PAYMENTS

#### 1. INTRODUCTION

- 1.1 The Governors' Pay Committee has been delegated authority by the Governing Body to award additional contractual payments to support staff.
- 1.2 This document sets out the practices for the use of this power.
- 1.3 The document comprises agreed principles and policies for the award of additional contractual payments for each category and the application/decision making procedure.

#### 2. PRINCIPLES

- 2.1 Additional contractual payments are those made to employees in accordance with national or local agreements. These payments are calculated using a formula which accurately reflects the extra work and/or responsibilities undertaken.
- 2.2 Line Managers have a duty of care for employees to ensure that they do not work excessive hours. It is normally inappropriate, unacceptable and poor management practice to allow employees to accrue significant numbers of hours in excess of the contracted hours. However, if excessive hours are regularly being worked by an employee, the line manager should discuss the reasons with the employee and agree any ways of reducing their working time. If there is a genuine need for additional hours, one or more of the following strategies could be considered:-
  - (a) re-prioritise work (stop or delay doing some things)
  - (b) redeploy other staff to the work
  - (c) take on additional staff.
- 2.3 All contractual payments must be contained within the school's approved budget for pay.

#### 3. POLICY FOR THE AWARD OF ADDITIONAL CONTRACTUAL PAYMENTS IN EACH CATEGORY

##### 3.1 Additional Hours

- 3.1.1 For staff graded up to Grade 12 (up to spinal column point 26), conditions of service allow for contractual payments at overtime rates if flexi hours have been lost or if time off in lieu is not practical from an operational viewpoint.

Additional contractual payments should be calculated as follows:-

For Employees graded Scale 17 to 12 a payment may be awarded based on the number of hours worked x salary (hourly rate) x time and a half rounded to the nearest £50.

- 3.1.2 For staff on Grades 11 to 6 subject to flexi-time, additional hours worked should be recovered in accordance with the scheme (i.e.) flexi-days are taken. Exceptionally time off in lieu should be granted.
- 3.1.3 For staff on Grades 11 to 6 not subject to the flexi scheme, time off in lieu can be taken. The amount of time off in lieu will be conditional on:
  - a) the employee keeping a personal record of additional hours worked; and
  - b) the degree to which there is an expectation by management and the employee that the requirements of the contract mean that working hours additional to contract will, of necessity, be a regular feature of

the job and have been, to some extent, reflected in the grading of the post;

*NOTE: For staff on Grades 11 to 6 and above, honoraria payments for additional hours may be approved in exceptional circumstances (please refer to the Honoraria section of this Appendix).*

### **3.2 Project Work**

- 3.2.1 To qualify for an additional payment, the work involved should be undertaken outside the employee's existing contracted hours and should not diminish, in any way, the requirements on the employee to fulfil their expected contractual duties and responsibilities.
- 3.2.2 Account will be taken of the principle relating to excessive working set out in paragraph 2.2 above.
- 3.2.3 Such work will only be undertaken if the employee agrees to do it in the full knowledge that additional workload will result.
- 3.2.4 The value of the payment should take account of the following factors:-  
(a) The number of additional hours of work to be undertaken to fulfil the work.  
(b) The level of knowledge, skills and understanding needed to carry out the work; and  
(c) Any income directly generated by the work.

### **3.3 Higher Grade Duties Undertaken**

- 3.3.1 "Acting up" or full duties of higher graded post.  
An employee taking on the full duties of a higher graded post for a period of at least four weeks will be paid an amount based on 100% of the difference in salary between their salary and the salary they would be paid had they actually been appointed to the higher graded post x number of weeks covered divided by 39 (if employed on a term-time only contract) or 52 (if employed all year round).
- 3.3.2 "Additional duties" or "partial duties" of a higher graded post.  
Additional higher grade duties (not taking on full duties of another higher graded post) may be rewarded by an additional payment provided the employee has taken on at least 25% of the duties of the higher graded post for a period of not less than four weeks. Payment will be made on the difference between the employee's salary and the salary they would have been paid had they been permanently appointed to the higher graded post x % of duties x number of weeks cover.

## **4. APPLICATION/DECISION-MAKING PROCEDURE**

- 4.1 Each application should be made in writing by the Headteacher and authorised by the Pay Committee. The application should contain information under the following headings:
- Employee's Name
  - Post Title
  - Salary Grade
  - Category of Contractual Payment (refer to paragraph 3)
  - Amount of Contractual Payment
  - Where appropriate the period during which the additional/more responsible work undertaken
  - Full details of the case justifying the additional payment.

- 4.2 The decision will be notified in writing to the employee and a copy sent to HR Admin and Payroll Services to action the payment.

## **B. SCHOOL BASED SUPPORT STAFF HONORARIA PAYMENTS**

### **1. INTRODUCTION**

- 1.1 The Governors' Pay Committee has been delegated authority by the Governing Body to award honoraria to support staff who meet the criteria below.
- 1.2 This document sets out the practices recommended (by the LA) for the use of this power.
- 1.3 The document comprises agreed principles and policies for the award of honoraria for each category and the application/decision making procedure.
- 1.4 The Oxford Dictionary definition of an honorarium is "a payment given for professional services that are rendered nominally without charge" ("nominal" means "far below the real value or cost"). They are paid entirely at the discretion of the employer and do not form part of a contract of employment.

### **2. PRINCIPLES**

- 2.1 In the contexts that posts have been properly evaluated and the Governing Body can reasonably expect all of its employees to work with a high degree of commitment, effort and ability without additional payments to normal salary, honoraria will only be paid in exceptional circumstances.
- 2.2 Strategies used to motivate, support and enhance the payments of employees will be consistent within the school.
- 2.3 As far as possible all employees should have equal access to opportunities to be awarded honoraria payments for exceptional performance and contribution.
- 2.4 Honoraria payments will not be paid simply for "attendance at work" over and above normal working hours.
- 2.5 All honoraria payments will be made from the school's approved budget for pay unless the payment can be directly funded by extra income generated as a result of the work involved.
- 2.6 Approval of honoraria payments is discretionary and will be made by the Pay Committee, on recommendation by the Headteacher, and is final with no right of appeal.

### **3. POLICY FOR THE AWARD OF HONORARIA PAYMENTS IN EACH CATEGORY**

#### **3.1 Excellent Work, Merit or Commitment**

- 3.1.1 This discretion will **not** be used because of principle 2.1 (above), the lack of objectivity in determining what constitutes performance standards which are sufficiently exceptional to warrant payment over and above normal salary and the potential divisiveness of performance related payments.

#### **3.2 Additional Hours**

- 3.2.1 For staff on Grades 11 to 6, if flexi hours have been lost or if time off in lieu is not practical from an operational viewpoint, an honorarium payment can be made for additional hours worked. The factors determining whether an honorarium should be made in these circumstances and its amount will be:-
- (a) The number of hours worked which are additional to contract;

- (b) The operational needs for the additional hours being worked;
- (c) The degree to which there is an expectation by management and the employee that the requirements of the contract mean that working hours additional to contract will, of necessity, be a regular feature of the job and have been, to some extent, reflected in the grading of the post;
- (d) Any additional income generated by the work; and
- (e) The amount of available budget to fund honoraria payments.

4. **APPLICATION/DECISION-MAKING PROCEDURE**

4.1 Each application should be made in writing by the Headteacher who should make a recommendation to the Pay Committee. The application should contain information under the following headings:

- Employee's Name
- Post Title
- Salary Grade
- Category of Honorarium (refer to paragraph 3)
- Amount of Honorarium
- Period during which additional hours were worked
- Full details of the case justifying the honorarium.

4.2 Where the Pay Committee decides that an application for honorarium application meets the agreed criteria and approves the application, the employee will be informed in writing and a copy sent to HR Admin and Payroll Services to action the payment.

## **POLICY FOR DETERMINING ADDITIONAL CONTRACTUAL PAYMENTS FOR TEACHING STAFF UNDERTAKING WORK OUTSIDE OF THEIR CONTRACT OF EMPLOYMENT**

- 1.1 This policy covers teaching staff who undertake professional work which has all the following features:-
- (a) it is outside the scope of their contract of employment;
  - (b) the work activities require some time off from normal duties; and
  - (c) the work is directly related to the provision of professional educational services either within or outside the Somerset maintained system.
- Note: The policy does not cover payments for Out of hours learning activities.*
- 1.2 Currently the most common examples are employment as part of an OFSTED Team, work as a National or Local Leader in Education and in supporting Headteacher Appraisal as an External Consultant.
- 1.3 The purpose of this policy is to ensure that Governing Bodies and Headteachers understand how the process for approving the work and calculating payments should be managed. In this way the best interests of the teacher and the school will be served through the adoption of a consistent approach.
- 2. Benefits of Additional Professional Work**
- 2.1 There are a number of tangible benefits for the teacher and the school in undertaking such professional activities. The teacher will benefit professionally through any training needed to do the work and in the delivery of the work.
- 2.2 During the teacher's absence, while undertaking the professional work, other staff in the school may have the opportunity of undertaking additional duties, albeit for a limited period which will, in turn, benefit them.
- 2.3 It is possible that part of the income received for the professional work can be used for the benefit of the school.
- 3. Approval Process**
- 3.1 It is entirely at the Governing Body's discretion as to whether time off will be granted for training and/or undertaking professional work which falls outside a teacher's contract of employment.
- 3.2 The teacher should make a formal request in writing to the Headteacher or the Chair of Governors as appropriate. The request should then be considered by the Governors' Personnel Committee. The teacher should be allowed to appeal to a separate Committee of Governors if approval is not given.
- 3.3 When deciding whether or not to approve an application, the Governors' Personnel Committee should consider the following matters:-
- (a) The advantages and disadvantages for the school in granting the request.
  - (b) The extent to which time off will be allowed both in terms of how much time and over what period of time. For example, where the teacher wishes to undertake a professional commitment which is on-going, a time limit might be applied so that the effect on the school can be assessed and the decision to approve time off reviewed.
  - (c) The way in which the income derived from the professional work will be divided between the teacher, colleagues and the school (see paragraph 4 below).

- (d) The need to agree with the teacher that the income for the professional work undertaken will be paid direct to the school's budget before being allocated in accordance with the agreement referred to in sub-paragraph (c) above.

#### 4. **Division of Income**

4.1 There will be a number of headings under which income can be allocated:-

- (a) Payment to the teacher for the professional work undertaken outside the time off period granted (e.g.) preparation, follow-up work.
- (b) Out of pocket expenses (travel, accommodation, equipment and materials) for which the teacher must be reimbursed in full. In some cases, the organisation benefiting from the professional services, e.g. an OFSTED team will arrange to reimburse the teacher direct for the cost of such expenses.
- (c) Costs falling on the school's budget, for example additional payments to staff (additional responsibility payments for colleague teachers, the employment of supply teachers, payments to administrative, secretarial or clerical staff); use of premises and/or equipment.
- (d) "Opportunity" costs i.e. where no additional financial costs have arisen as a result of granting the teacher paid time off for undertaking professional work, for example, the release of a Headteacher for an OFSTED inspection where he/she has no formalised teaching commitment. It would be reasonable for the Governors/Directors to make an assessment of the lost opportunity by not having the teacher's services during the time off. For example, this could be the notional cost of employing a supply teacher during the time off.

#### 5. **Payment Process**

5.1 All income deriving from the professional work, with the exception of expenses which may be paid direct to the teacher by the organisation concerned, should be claimed and paid direct to the school's budget.

5.2 The payment made to the teacher should be authorised by the Headteacher (or in the case of a Headteacher by the relevant Governor/ Director). The payment made will be processed through the Payroll System and will be subject to Income Tax and National Insurance contributions in the usual way. The payment will be non-reckonable for pension purposes as it is outside the contract.

5.3 Payment to teaching colleagues who have covered the responsibilities of the absent teacher should be dealt with using the usual payroll processes. For example, they should be paid the appropriate Management Allowance for a period appropriately defined to enable the correct additional payment to be made.

5.4 If the teacher's absence has been covered by a supply teacher (or a part-time teacher working additional hours), the usual PRF7007 should be completed.

5.5 If a member of the administrative team has undertaken additional work not directly connected with the professional work being undertaken by the teacher, an additional hours claim form should be submitted (PRF7006).

5.6 If a member of the administrative team has undertaken additional work which directly supports the professional work undertaken by the teacher, the payment should be in the form of an honorarium as it is outside their normal contract of employment.

## **SALARY DEDUCTION POLICY FOR LEAVE OF ABSENCE (OTHER THAN FOR ILLNESS, INJURY OR MATERNITY LEAVE)**

### **1. Introduction**

- 1.1 Leave of absence for teaching and support staff falls into three categories:-
- (a) Absences covered by the locally agreed Leave of Absence Regulations for teaching and support staff which is contained in Section 8 of this Manual. The absences can be with or without pay depending on the reason.
  - (b) Leave of absence for reasons not contained in Section 8 for which permission is given in advance or retrospectively by the Headteacher. Again, such absences can be granted with or without pay.
  - (c) Leave of absence not authorised either in advance or retrospectively which is treated not only as being without pay but also possibly as being a breach of contract. This could lead to disciplinary action and/or recovery of money from the employee in the form of damages for loss of service e.g. strike action.
- 1.2 For teachers, the policy takes account of the provisions of the National Conditions of Service for Teachers (the "Burgundy Book" - paragraph 3.2). This states that "... where authorised unpaid leave of absence or unauthorised absence (e.g. strike action) occurs deductions of salary shall be calculated at a daily rate or part-daily rate based on the day's salary being 1/365th of a year for each day of the period of absence".
- 1.3 The policy for making deductions from salary within each of the above categories of leave of absence is set out in the following paragraphs.

### **2. Authorised Leave of Absence within the Locally Agreed Regulations**

- 2.1 For teachers, deductions of salary are made at a daily or part daily rate (see paragraph 5 below) based on a full day's salary being 1/365th of annual salary for each full day of the period of absence. The period of absence may, if it is considered appropriate, include weekends. For example, if the teacher is granted leave of absence from Monday to Friday, one weekend should be included so that the deduction is 7/365th of annual salary. If the absence is from Friday to Monday, the deduction can be 4/365th.
- 2.2 For support staff, deductions are made for each hour's absence calculated by dividing the annual salary by 52 weeks 1 day (52.143) then dividing this figure by 37 hours. For part-time support staff, the annual salary figure used is their full-time equivalent salary **not** their pro rata salary.

### **3. Authorised Leave of Absence not contained within the Locally Agreed Regulations as set out in Section 8 of this Manual**

- 3.1 Deductions of salary will be made in accordance with paragraph 2 above.
- 3.2 The period of absence may, if it is considered appropriate, include weekends. For example, if the member of staff is granted leave of absence from Monday to Friday, one weekend should be included so that the deduction is 7/365th of annual salary. If the absence is from Friday to Monday, the deduction can be 4/365th.

**Note:** Since the reason for the absence falls outside the locally agreed regulations, consideration should be given as to whether a condition of the agreement to the absence is that the employee will pay an invoice raised to cover additional costs arising from the employee's absence i.e. where the salary costs of the person recruited to cover the absentee exceeds the savings to the school's budget made by the deduction from the employee's

annual salary. On this point, each application for leave outside the regulations would need to be judged on its merits e.g. any additional costs arising as a result of attendance at a funeral should not be chargeable whereas a day's absence for a holiday should be chargeable.

#### 4. **Unauthorised Leave of Absence**

- 4.1 An absence for a reason which is not considered to be valid (see note below) should be treated as a breach of contract and, dependent on the individual circumstances, disciplinary action should be taken.

**Note:** In terms of validity, a distinction should be drawn where an employee intends to attend work but circumstances prevent this e.g. car breakdown and where the employee deliberately absents themselves.

- 4.2 While a deduction of salary is not an available sanction under the school's Disciplinary and Appeals Procedure, a deduction of salary is, however, an appropriate action by management under contract when an absence is unauthorised. The rate of deduction should be as set out in paragraph 3 above.

**Note:** Deductions of salary and recovery of costs for industrial action should, in the case of a strike, be calculated on the basis of the number of working hours lost. Where there is industrial action short of a strike, the deduction should be calculated so that any additional financial costs resulting directly from the action are recovered. Advice should always be sought from an HR Adviser before actioning a salary deduction for industrial action.

#### 5. **Calculation of Deductions for Part Day Absences for Teaching Staff**

- 5.1 If the teacher is full-time and the absence is less than a full day **or** the teacher is part-time and contracted only to work part of the day they were absent, the basis for the deduction will be the appropriate proportion of 1/365th of annual salary.

- 5.2 The calculation of the deduction for each part day will be made by:
- (a) multiplying the annual salary by 1/365th and
  - (b) multiplying the resulting figure by the number of contact session hours of absence divided by the daily number of contact session hours in the school.

#### 5.3 Example

A full-time or part-time teacher who is absent for 3 hours in a school where the pupil contact hours are 5 hours 30 minutes per day would have their deduction calculated as follows:-

- \* Annual salary ÷ 365 x 3 hours ÷ 5 hours 30 minutes
- \* For part-time teachers the annual salary figure used is their full-time equivalent salary **not** their pro rata salary.

#### 6. **Employer's Right to Deduct**

Nothing in this Salary Deduction (Pay Deduction) Policy is intended to prevent deductions by the employer of an overpayment of salary/wages/pay, or an overpayment in respect of expenses incurred by the employee in carrying out his/her employment.