



## THE JUBILEE ACADEMY

*Aspire and Achieve*

**Title:** Charging and Remissions Policy

**Date Approved:** July 2013

**Date Last Reviewed:** June 2019

**Status:** Statutory

**Delegation:** Head Of School

**Responsibility:** SBM (Finance)

**Review Frequency:** Bi Annually

**Policy Locations:** Staff Shared Drive/Hard Copy

**Next Review Date:** June 2020



**THE JUBILEE ACADEMY**



*Aspire and Achieve*

## Charging and Remissions Policy

### Statement of intent

The Governing Body recognises that as a result of the 1996 Education Act there is no statutory requirement to charge for any form of education or related activity and that charging is prohibited except in certain circumstances.

The Governing Body recognises that in certain circumstances the school will need to request a voluntary contribution from parents/carers in regard to the curriculum.

It is the policy of The Jubilee Academy that:

- No charges are made for admitting students to the school and that education provided during school hours is free (except for music tuition as detailed below);
- Reasonable charges will be made for activities wholly or mainly outside school hours;
- All cases of hardship relating to attendance at a school originated activity will be dealt with sensitively and swiftly within the limits of the school budget;
- All wilful loss of or damage to school property must be paid for, or the school reimbursed by the person responsible for the loss or damage;
- The use of the school buildings and facilities by the local community or organisations should be encouraged. Reasonable charges for the hire of these premises will be made;
- Where appropriate, the school seeks voluntary contributions for the benefit and support of school activities that are educationally desirable.

### Specific Guidance

- The Governors delegate to the Headteacher the discretion to waive charges to the local community for the hire/use of premises as 'charitable' support for appropriate local activities. The Headteacher will report the use of his/her discretion in this matter to the next premises committee meeting of the Governing Body;
- A list of charges, based on prevailing local market rates, will be published for the hire of all types of School premises and equipment;
- Charges to replace/repair damage or loss of school property will be the cost to the school of the replacement or repair. The Governors authorise the Headteacher to take all reasonable steps to recover a loss to the school;
- Where an activity cannot be funded without voluntary contributions, this must be declared to parents/carers at the outset and that the activity will not take place if parents/carers are reluctant to support it financially.

## **Policy Review**

The working of this policy will be reviewed by the Governors Finance and Resources Sub Committee annually at the meeting following the anniversary of its approval.

## **Review Data**

At the annual review, the following data (or evidence) will be examined:

- The use of the Headteacher's discretion in waiving fees;
- The list of published charges;
- VP's Business Report on premises use/balance sheet;
- The number of "hardship cases" to ascertain that all students are benefiting from their The Jubilee Academy education.

## **Charging and Remissions Procedures**

- 1) Prohibition of Charges
- 2) Voluntary Contributions
- 3) Activities (during School hours) not arranged by the School
- 4) Education outside School hours
- 5) Residential Activities
- 6) Exemptions from charging for Residential Activities
- 7) Instrumental / Vocal Music Tuition
- 8) General Charges for Educational Activities
- 9) Hire and Rental charges
- 10) Charges for Loss or Damage
- 11) Headteacher's Waiver

### **1) Prohibition of Charges**

The Governing Body of the School recognise that the legislation prohibits charges for the following:

- education provided during school hours (including the supply of any materials, books, instruments or other equipment);
- education provided outside school hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the School, or part of religious education;
- tuition for pupils learning to play musical instruments if the tuition is required as part of the National Curriculum, or as part of a syllabus a prescribed public examination that the student is being prepared for at the School, or part of religious education;
- entry for a prescribed examination, if the student has been prepared for it at the School;
- examination re-sit(s) if the student is being prepared for the re-sit(s) at the School;
- education provided on any trip that takes place during school hours;
- education provided on any trip that takes place outside school hours if it is part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at the School, or part of religious education;
- supply teachers to cover for those teachers who are absent from school accompanying students on a residential trip;
- transporting registered students to or from the school premises, where the local education authority has a statutory obligation to provide transport;
- transporting registered students to other premises where the governing body or the local education authority has arranged for students to be educated;
- transport that enables a student to meet an examination requirement when she/he has been prepared for that examination at the School;
- transport provided in connection with an education trip.

## **2) Voluntary Contributions**

The School will seek voluntary contributions from parents/carers for the benefit of the School or in support of any School activities whether during or outside school hours, residential or non residential.

The terms of any request made to parents will specify that the request for voluntary contribution in no way represents a charge. In addition, the following will be made clear to parents/carers: -

- a) that the contribution is genuinely voluntary, and a parent is under no obligation to pay;
- b) that the registered student at the School will not be treated differently according to whether or not their parents/carers have made any contribution in response to the request;
- c) if the activity cannot be funded without voluntary contribution, the Headteacher or his/her representative must make this clear to parents/carers at the outset;
- d) the use to which the voluntary contributions will be put.

The responsibility for determining the level of voluntary contribution is delegated to the Headteacher. A part or all of the cost of an approved activity may be met from School funds or a fund-raising activity.

(As a guide, the initial letter to parents/carers for which voluntary contributions are requested will include the following: -

- 1) The nature of the proposed activity;
- 2) The value of the activity in educational terms;
- 3) The contribution per student which would be required if the activity were to take place;
- 4) A statement that the contribution is genuinely voluntary, and a parent/carer is under no obligation to pay;
- 5) A reassurance that no registered student will be treated differently whether a voluntary contribution has been made;
- 6) The use to which a voluntary contribution will be put (travel costs, residential costs etc.);
- 7) How any surplus will be managed (repayment, put into School funds etc.);
- 8) A clear statement that the activity will not go ahead without sufficient voluntary contributions if this is the case;
- 9) A contact name/telephone number for discrete communication regarding support in case of hardship;
- 10) A statement that anyone in receipt of support payments (e.g. Income Support) is entitled to claim remission).

## **3) Activities (during school hours) not arranged by the school**

When an organisation operating totally independently of the School or LA arranges an activity to take place during school hours and parents/carers want their children to join the activity, such organisations may charge parents/carers. The School accepts no responsibility or liability for these activities. Risk Assessments and Safety Checks are not made by the School and the School will not recommend or approve such organisations or activities. Parents/carers must go through the normal procedures for requesting absence for their children as they would to take their children out of school for a family holiday.

However, where an activity is organised by a third party, and is approved by the school, is educational or is supervised by someone authorised by the School, it will be treated as if it were provided by the school and will follow the school's procedures for an approved educational activity. A request for Voluntary Contributions can thus be made.

## **4) Education outside school hours**

Education outside school hours is defined in legislation as an 'optional extra'. Participation in any optional extra will be on the basis of parental choice and a willingness to meet such charges as are made. The agreement of parents/carers is a necessary pre-requisite for the provision of an optional extra for which a charge is made. The School's delegated budget cannot be used to subsidise extra-curricular activity.

A charge:

- may not exceed the actual cost of provision;
- may not include an element of subsidy;
- if the activity takes place with a small proportion of school time, the cost of providing cover for students not attending may not be included;
- may be met by fund raising.

The costs may include:

- student travel costs;
- students' board and lodging;
- materials and equipment;
- non teaching staff costs;
- entrance fees;
- insurance costs;
- an amount to cover the cost of engaging staff specifically for the purpose of providing the activity and their travel and board and lodging. (Staff already employed by the school may not have their costs included unless they are engaged on a separate contract to provide the optional extra).

### **5) Residential activities**

A residential activity involves nights away from school/home.

The test to determine whether the activity is within or outside school hours (and therefore the legitimacy of charging students) is based on the number of half days taken up by the activity (including travel) relative to the number of days the student would have attended had the activity not taken place. A residential activity is deemed to have taken place within school time if the number of half day sessions missed by the student amounts to half or more of the number of half days taken up by the activity.

#### **Example 1**

School trip from noon Wednesday to 9am Sunday would last for 9 half days, i.e. 5 half days of school sessions and 4 half days of non-school sessions. This activity takes place in school time and any charges must reflect this. Charges may not be made for educational provision or travel. A charge can be made for board and lodging. Voluntary contributions may be requested.

#### **Example 2**

School trip from noon Thursday to 9pm Sunday would last for 7 half days, ie.3 half days of school sessions and 4 half days of non-school sessions. This activity takes outside school time and charges may reflect this.

### **7) Instrumental/Vocal Music Tuition**

The following procedures are based on the 2006 Education and Inspection Act and the Statutory Instrument "The Education (Charges for Music Tuition) (England) Regulations 2007".

The Regulations prescribe the circumstances in which a charge may be made for tuition given during school hours. Music tuition as part of the National curriculum is excluded. They clarify that a charge may be made where the tuition is provided at the request of the student's parent and is provided to individuals or groups of students. However, the School may not charge for music tuition to:-

- a) students "looked after" by the LA (as defined by section 221 of the Children's Act 1989;
- b) students not being charged prior to the new regulations coming into force on September 1st 2007 will not be charged after that date;

(NB. Whether students entitled to free school meals are charged is at the discretion of the Headteacher).

At The Jubilee Academy, music tuition is provided by specialist external service providers. Details of the tuition, charges, payment options, termination and attendance/failure to attend are set out in the exemplar School paperwork (enclosed).

### **8) Charges for Educational Activity**

(This section summarises details from the seven sections above.)

With the exception of those activities prohibited by legislation and within the procedures described above, the School has determined to charge as follows:

- a) board and lodgings on residential visits (not to exceed costs) (Section 5);
- b) the proportionate cost for an individual student of activities known as “optional extras” to meet the costs for: travel; materials and equipment, non-teaching costs; entrance fees; insurance costs; costs of engaging staff to deliver the activity and their board and lodging. (Section 4);
- c) individual (and group) music/vocal tuition. (Section 7);
- d) re-sits for public examinations where no preparation has been provided by the School;
- e) costs of non-prescribed examinations where no further preparation has been provided by the School;
- f) any other education, transport or examination fee unless charges are specifically prohibited;
- g) breakages, loss and replacements as a result of damage caused wilfully or negligently by students. (Section 10);
- h) extra curricula activity and School clubs.

Parents/carers will also be expected to pay for:

- costs of ingredients and materials provided by the School where parents/carers have indicated in advance they wish to own or retain the finished product;
- transport from home to an activity provided or sanctioned by the School or LA for example a work placement;
- the cost of an examination fee where, without good cause, the student has failed to complete the examination required;
- the costs of any individual re-marking or re-assessment where the parent/carer has queried the marking or grading;

### **9) Hire and Rental Charges**

It is the policy of the School that its resources (buildings, sports facilities etc.) should be used to the maximum benefit of the community it serves.

The details of the resources available and the charges are published and easily accessible via the School’s web site.

Booking can also be done over the internet.

A list of charges will be made available when the school opens.

### **10) Charges for Loss or Damage**

In any school, some accidental loss or damage to resources and fair wear and tear are accepted as a fact of life and the School’s budget makes due allowance for this.

However, deliberate, wilful or negligent loss of or damage to the School’s resources not only puts an unfair strain on the budget but denies or compromises the opportunity and right to learn.

For these reasons, it is the policy of the School that those causing wilful loss or damage will make good the loss or damage appropriately and as follows:

- 1) Loss of /irreparable damage to books, IT equipment, PE equipment, DT tools etc. : the School will claim the “market rate” for repair or replacement.

- 2) Damage to the structure of the buildings, furniture etc.: the School will claim the cost of the repair (e.g. broken window, chair, etc.) or an appropriate replacement.
- 3) Where damage has been sustained to the fabric of the School or equipment due to the criminal behaviour of others, the School will actively co-operate with the police authorities with a view to seeking restitution.
- 4) The Head of School and/or his/her representative will consider in all cases where the costs of replacement have not been met by the perpetrators of the wilful loss or damage or criminal behaviour, action via a Civil Prosecution or the Small Claims Court.
- 5) The School should always try to recover debts owed to preserve its budget (for spending on improvements for learning) rather than replacement of wilfully lost or damaged items. The Headteacher is thus authorised to pursue bad debts, including the use of outside specialist debt collection agencies, as long as the effect on the School's budget is at least cost neutral.

### **11) Headteacher's Waiver/Discretion**

Specifically, in relation to this Charging and Remissions Policy, the Headteacher has the right to use his/her discretion and waive or reduce charges, costs or hiring charges as in the examples below. (These examples are not prescriptive nor exhaustive.)

It is anticipated by the Governors that the Headteacher will use this right to waive or reduce in exceptional circumstances only. Action taken by the Headteacher to waive or reduce will be reported to the Governors Finance and Resources Sub Committee at the meeting following the action taken.

The Headteacher's actions will be constrained by the School's budget and no action to waive costs may be made that would prejudice the budget no matter what the circumstances or how deserving the cause.

Approved by:

Approved on:

Review date:

Responsibility for review: