

# The Penk Valley Federation



# *Charging, Remissions & Debt Recovery*

## A Statement of Policy

Agreed at

**Federation Finance & Premises Committee Meeting**

**25 May 2016**

Responsible Officer: J Ablewhite

Frequency of Review: Annually

Statutory: Yes

Policy based on DfE "Charging for school activities" October 2014

## *Aim*

The aim of this policy is to set out:

- what charges will be levied for school activities, external lettings and extended school provision
- what remissions will be implemented and the circumstances under which voluntary contributions will be requested from parent/carers. Guidance is based on the Education Act 1996: Sections 449-462
- the debt recovery process in place to enable the School to receive all income to which it is entitled

## *Responsibilities*

The Federation Governing Body has devolved responsibility for this policy to the Finance & Premises Committee. This committee will determine the content of the policy in order to meet statutory requirements. Any determinations in respect to individual parents will be considered by the Principal/Headteacher(s), the Federation Business Manager and/or the Federation Governing Body.

## *Prohibition of Charges*

Charges will not be made for the following educational provision:

1. Education provided during school hours (including the supply of any materials, books, instruments or other equipment).
2. 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.
3. Tuition for students learning to play musical instruments if the tuition is required as part of the National Curriculum, or part of a syllabus for a prescribed public examination that the student is being prepared for at school, or part of religious education.
4. Education provided on any trip that takes place during school hours.
5. 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 the school's basic curriculum for Religious Education.
6. Supply teachers to be employed to cover teachers who are absent from lessons as they are accompanying students on a residential visit.
7. Entry for a prescribed public examination, if the student has been prepared for it at the school.
8. GCSE examination re-sits if the student is being prepared for the resits at the school.

## **Transport**

Charges will not be made in relation to transport costs in the following circumstances:

1. Transporting registered students to or from the school premises, where the Local Education Authority has a statutory obligation to provide transport.
2. Transporting registered students to other premises where the Federation Governing body or Local Authority has arranged for students to be educated.
3. Transport that enables a student to meet an examination requirement when he/she has been prepared for that examination at the school.
4. Transport provided in connection with an educational visit.

## ***Charges***

### **Educational Provision**

Charges will be made in certain circumstances relating to education:

1. Any materials, books, instruments or equipment where a student's parent or carer wishes him/her to own them.
2. A charge may be made for examination fees if the school has not prepared the registered student for the examination as part of the normal educational provision.
3. A charge may be made for an enquiry about an examination result should the school not support the enquiry and the candidate wishes to proceed.

## ***Charges Relating to Optional Extras***

Charges **will** be made in certain circumstances where there are optional extras:

1. Extended school activities, including Nursery and Before and After School sessions. Costs agreed annually by ISC.
2. Participation in any optional extra activity will be on the basis of parental choice and willingness to accept a charge for the costs. Parental agreement is therefore a necessary prerequisite for the provision of optional extra activities.
3. Any charge made in respect of individual students will not exceed the actual cost of providing the optional activity. The individual charge will comprise of the actual cost of the activity divided equally by the number of students participating.
4. In cases where a small proportion of the activity takes place during school hours the charge will not include the cost of alternative provision for those students who do not wish to participate.
5. A charge will be made in respect of materials, books, instruments, equipment and tuition fees for educational provision that is not part of the National Curriculum, or part of a syllabus for a prescribed examination that a student

is being prepared for at the school or part of religious education. A charge will be made for any transport or journeys that are undertaken in relation to optional extras.

6. A charge will be made for the cost, or proportion of the cost, for teaching staff employed specifically to provide tuition in playing a musical instrument where the tuition is an optional extra and not part of the National Curriculum. To be agreed by ISC.
7. Re-sits for public examinations where no further preparation has been provided by the school. Full costs will be charged.
8. Any other education, transport or examination fees unless charges are specifically prohibited.
9. Breakages and replacements as a result of damages caused wilfully or negligently by students.
10. Extra-curricular activities and school clubs.
11. External letting of the school premises or grounds. Annual charges to be agreed by ISC which will at least cover services, staffing, admin and wear and tear.
12. Charges for materials or ingredients where the students wish to have the finished product. Full costs will be charged.
13. Cost of transport to take part in work experience. Full costs will be charged.
14. The Federation reserves the right to recharge back to parents any bank charges which arise due to default on payment – e.g. bounced cheques, returned payments etc.

### ***Charges Relating to Voluntary Contributions***

Charges will be made in certain circumstances relating to voluntary contributions. The law allows schools to seek voluntary contributions from parents to benefit the school or any school activities. The governing body has determined that certain conditions should be applied when seeking voluntary contributions when planning an additional activity.

1. It will be made clear at the outset that there is no obligation on parents to make voluntary contributions.
2. Where a trip or activity is planned on the basis of voluntary contributions and insufficient funds are raised then the trip or activity will be cancelled.
3. No students would be excluded from a trip or activity simply because his or her parents are unwilling or unable to pay.
4. The Principal/Headteacher or Federation Business Manager can seek support from the individual school fund or school trust with a view to discretely subsidising families who are genuinely unable to pay voluntary contributions.

## ***Education Partly during School Hours***

Charges will only be applied to activities which are not part of the National Curriculum, part of a syllabus for a prescribed examination that the student is being prepared for at the school and not part of religious education.

Where the activity is mostly within school hours the Principal/Headteacher(s) may remit, wholly or partly any charge which would otherwise be payable under the term of this charging policy. Where an activity takes place partly within and partly outside of school hours the following is the basis on which it will be determined whether it is an optional extra activity that can be subject to a charge.

### **Non-Residential Activities and Remissions.**

In the following circumstances relating to non-residential activities, charges may be remitted.

1. If 50% or more of the time spent on an optional extra activity occurs during school hours, including time spent travelling, it is deemed to have taken place within school hours.
2. Conversely where less than 50% of the time spent on an activity occurs during school hours it is deemed to take place outside school hours. For example, students may leave on a theatre trip two hours before the end of the school day but at the trip continues until late evening it is deemed to be outside of school hours.

### **Residential Visits and Remissions.**

If the number of school half day sessions taken up by a school trip is equal to or greater than 50% of the number of half days spent on a trip it is deemed to be in school hours. (Regulations require that a school day be divided into two sessions with a session meaning any period of 12 hours ending at noon or midnight.) Therefore a residential trip that starts at noon on a Thursday and ends at 9pm on Sunday counts as seven half days but as only three re school sessions the trip is deemed to be out of school hours.

## ***REMISSIONS***

### **Hardship**

In the interests of equality of opportunity, where parents are unable to meet the costs of an optional extra activity due to poverty or other special family circumstances, the cost of the activity may be waived at the discretion of the Principal/Headteacher and/or the Federation Business Manager. This cost would be met from the individual school fund account or relevant trust fund. Students in receipt of pupil premium may also receive support from the school budget.

A charge will be made for board and lodging on residential trips. When the school informs parents about a forthcoming visit, it must be made clear that parents who can provide evidence that they are in receipt of any of the benefits detailed below, then they would be exempt from paying the cost of board and lodging.

- Income Support;
- Universal Credit
- Income Based Jobseeker's Allowance;
- Support under part VI of the Immigration and Asylum Act 1999;
- Child Tax Credit when Working Tax Credit is not being received and the family is below that specified by the Inland Revenue

Special consideration may be made for hardship cases not fulfilling the above criteria. The Principal/Headteacher may apply discretion and fund the charges directly from school fund if there are adequate funds available.

### **Examination Fees**

Wolgarston High School will fund any appeals requested by teaching staff.

Wolgarston High School will not charge on the first occasion if a student wishes to retake a module of their GCSE examination or if they have taken an AS examination early (i.e. in Year 11). However, students will be charged at cost for any subsequent resit.

### **Lettings & Charges Agreement**

Each school will annually review its lettings and charges. Following approval by Individual School Committee (ISC) the information will be published on each school's website.

# ***DEBT RECOVERY PROCESS***

## **Introduction**

The Federation Governing body has a responsibility to have a debt recovery policy which ensures that appropriate procedures are in place to enable the school to receive all income to which it is entitled.

## **Aims and Objectives**

- To ensure that the Governing body complies with the Staffordshire Scheme for Financing Schools Financial Regulations;
- To protect the delegated school budget;
- To apply this policy consistently to ensure debt is dealt with in a timely manner;
- To ensure further goods or services are not supplied to parent/carers or customers who have not paid for items already received or used.

## **The debt recovery process**

The Penk Valley Federation raises official invoices in the County Council's finance system which then leads to the Council's debt recovery procedures as follows:

- Invoice raised with payment terms of 28 days
- A reminder is sent 3 days after the 28 days has expired
- A final notice is issued before the school can request the debt recovery officer to contact the parent/carer/customer at their home/business address (minimum value £150) or the matter referred onto the courts (minimum value £250)

## **Dinner Money**

Payment of dinner money should be made in advance weekly or paid directly at the time of purchase. In the event of a student not having any funds, the school will contact the parent and make a loan to the student. This is then collected by the school directly from the parent.

Any parent/carer that has not made payment by the end of the week will be sent a letter requesting immediate payment. This will be sent with the child and emailed. If payment is still not received within 5 school days then the parent/carer will be informed that the matter will be referred to the County Council and recovery action will be pursued.

Governors have decided on the following policy regarding unpaid meals:

- A basic meal (sandwich) only will be provided to students where the parent has not paid
- A meal will be served until the arrears reach the value of ten meals after which point no further meals will be served. Thereafter, parents/carer will be asked to send in a packed lunch or to collect their child for lunch.

### **After School Clubs**

Payment for after school activities are made in accordance with the appropriate organisation.

### **Extended school activities**

Payment for extended school activities should be made in advance and clearly marked in a sealed envelope with the name of the child, amount and day/s that the care is required.

Accounts are reviewed on a weekly basis and statements will be sent out to parent/carers every half term. If in the event that payment has not been made then at the end of the week parent/carers will be sent a letter and email requesting payment.

Any non-payment will result in the parent/carer being informed that they can no longer use the facility and the debt will be referred onto the County Council for recovery.

Parents are able to set up individual payment terms by agreeing with the individual school how debts will be paid over time.

### **Music Tuition**

Music lessons are provided by the school at a charge to the parent/carer of a child. Parent/carers are informed of the cost upfront and have a commitment to pay for a term/full year regardless of whether the child continues with the lessons.

A statement is sent to the parent/carer on an annual basis asking for payment. If a payment has not been received a further reminder is sent. In the event that no payment is received the debt will be referred onto the County Council for recovery.

### **Board and lodging on residential visits**

The board and lodging element of a residential visit can be charged to parent/carers and they are notified of the cost in advance and are given the opportunity to pay in instalments should they wish.

Payment must be made in full before the departure date or the child will not be allowed to attend.



## **Lettings**

Contracts for lettings of the school premises will be drawn up as necessary between individual schools and the client in line with this Charges, Remissions & Debt Recovery Policy. An invoice will be sent each term. A reminder letter will be sent after 7 days.

Failure to pay on time will result in the debt being referred to the County Council for recovery. The letting agreement will be void and the client will be refused future hires.

## **Before and after School Care and Additional Nursery Hours**

Parents are invoiced directly in advance of each half term. Payment is expected in full via cheque, cash or childcare voucher before the half term begins.

A statement will be issued after 14 days requesting immediate payment.

Failure to pay on time will result in the debt being referred to the County Council for recovery, and the child will be unable to attend nursery/before and after school club.

Ad hoc sessions will be included on the following half term invoice.

## **Exam fees**

The cost of exam re-sits will be sent to parent/carers at the start of term. If payment is not made by the date specified by the school then the student will not be entered for the exam.

## **Writing off debts**

When all practical and cost effective methods of debt recovery have been exhausted by the County Council the school will be notified of the amount of debt that is considered to be irrecoverable.

The Federation Governing body will take into account the age and size of each debt and any advice from the County Council before making a decision to write off debt.