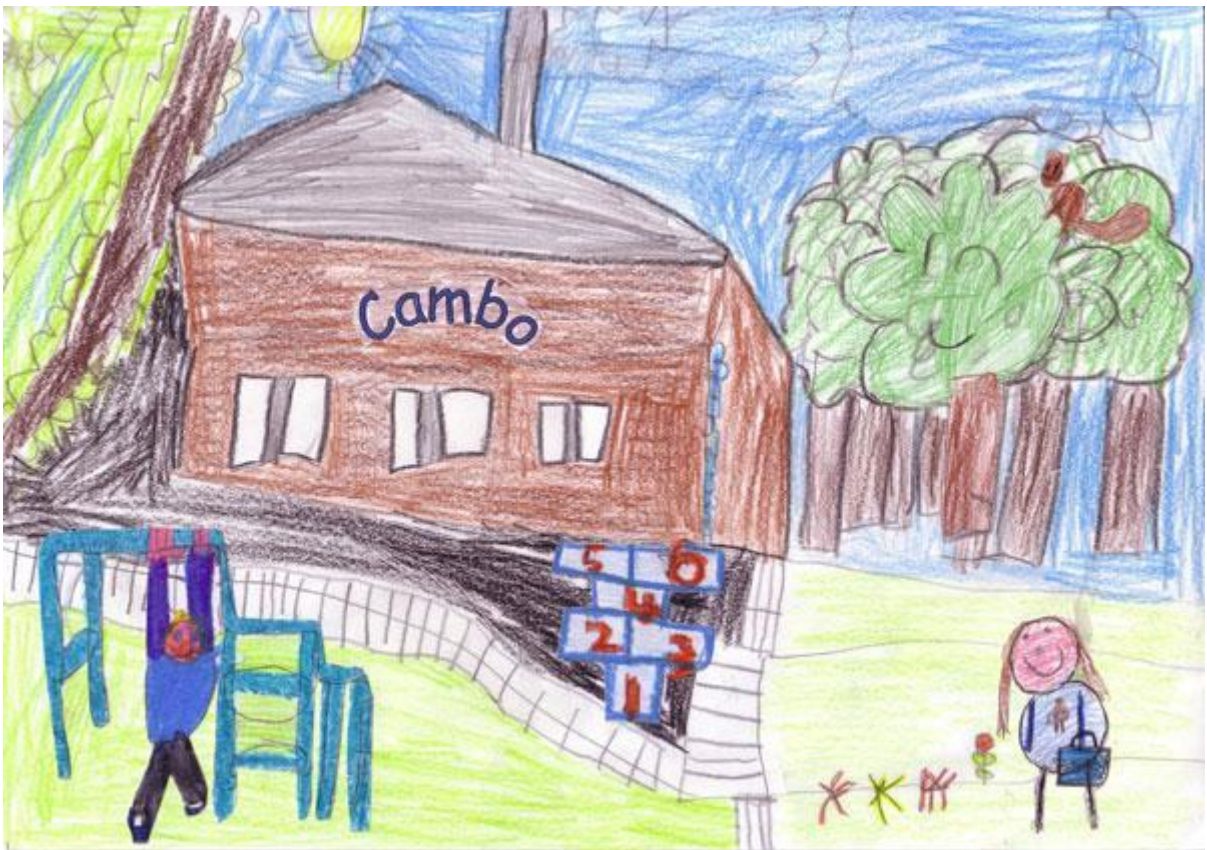




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Cambo First School

PAY POLICY 2022/23

Date of Adoption by the Governing Body	2411/22
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Cambo First School

1. Introduction

- 1.1 In implementing this policy, as the Governing Body we will
- act with integrity, objectivity and honesty in the best interest of the school,
 - be open about decisions made and actions taken,
 - be prepared to explain decisions and actions.
- 1.2 This will not normally require the disclosure of material relating to the pay of any employee or anyone proposed to be employed at School, nor to any matter which, by reason of its nature, should remain confidential. However, through the Freedom of Information Act 2000, we are aware that there is a requirement on us (the Governing Body) to produce, a copy of this policy if requested.

2. Scope of the Policy

- 2.1 This pay policy and procedure is aligned with the objectives and principles contained in the school's Managing Performance Policy Frameworks for teaching and support staff.
- 2.2 We will abide by the relevant pay provisions in the conditions of service appropriate to staff and relevant collective agreements, using any pay discretions where appropriate and practicable¹.
- 2.3 Full details of:
- a) Teachers: Guidance relating to pay and conditions for teaching staff are contained within both the School Teachers Pay and Conditions Document (referred to in this Policy as "the STPCD"), published each year by the DfE: a copy of which is available for teaching staff upon request or on the Gov.uk website
<https://www.gov.uk/government/publications/school-teachers-pay-and-conditions>
 - b) Support Staff: Nationally agreed guidelines for Support Staff are contained within the NJC Green Book, in addition any locally agreed variations.
- 2.4 All appointments will be made in line with the published school staffing structure and will be reviewed annually, or when a vacancy arises within the school. We will, Prior to appointment, approve any permanent deviation from the agreed structure, where this is required.
- 2.5 The Pay Policy will be reviewed on an annual basis, or at any time where changes are proposed to employee terms/conditions. Consultation will take place with all recognised employee and local trade union/professional association representatives to which this document applies, with amendments considered in light of the comments received. As a Governing Body we recognise the following Trade Unions relating to pay matters under this policy:
- N.A.S.U.W.T.

¹ The Governing Board agree to apply the provisions of the relevant national and locally agreed terms and conditions for teachers and support staff as set out in section 2.3 of this policy.

- N.E.U.
- N.A.H.T.
- A.S.C.L.
- UNISON
- GMB
- UNITE

3. Equality and Diversity

- 3.1 We will comply with all relevant legislation and in particular, will have regard to the Equality Act 2010 through our adopted Equality Diversity Policy and Single Equality Scheme.
- 3.2 We will promote equality in all aspects of the employment cycle, inclusive of decisions on recruitment to posts, appointing (except where a Genuine Occupational Qualification applies), promoting and paying employees, including provision of training and employee development. In doing so we will pay particular regard to legislation in relation to equal pay and regulations governing the treatment of part time/fixed term employees².
- 3.3 An equality Impact assessment can be found in **Appendix 6**.

4. Provision and Means of Revising Job Descriptions

- 4.1 The Headteacher will ensure that each employee is provided with a job description at appointment and following any subsequent change in role/responsibilities as outlined within the staffing structure agreed by us.
- 4.2 The School's HR Advisor should also be consulted where this involves supporting employees to ensure an appropriate assessment of the post's grading and responsibilities has been undertaken for equal pay purposes³.
- 4.3 Where a new post is created (or an existing one is amended) the school will refer to their procedure for reviewing the school staffing structure prior to implementation.

5. Salary Reviews and Appeals

- 5.1 Criteria for the use of pay discretion are set out in this policy and discretionary awards of additional pay will only be made in accordance with these criteria.
- 5.2 As a School we will pay all teachers in accordance with the current edition of the School Teachers' Pay and Conditions Document (STPCD). It is recognised that any payments to teachers not provided for within the STPCD are unlawful.
- 5.3 We will determine the annual pay budget on the recommendation of the Pay Committee⁴, having delegated its powers relating to pay to this Committee in accordance with the Education (School Government) (England) Regulations 2003. In undertaking its responsibilities through these delegated arrangements, the Pay Committee will have regard to this budget, mindful of the future financial consequences of any decision and ensuring sufficient funds are identified to meet the expectation of successful pay progression by all applicable

² Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002

³ Further details on job evaluation requirement in relation to support employees can be found later in this document.

⁴ As a Governing Body may determine from time to time to review its delegation arrangements, noting that the Committee referenced here may be a separate committee.

employees. The power to make temporary regrading and temporary discretionary payments within this policy is delegated to the Headteacher, with such decisions referred to the Pay Committee at its next meeting for ratification.

- 5.4 In reviewing membership and standing orders for conducting meetings of the Pay Committee, we will ensure that any person employed to work at the school, other than the Headteacher, must withdraw from a meeting at which the pay of any other employee is under consideration. However, the Headteacher must withdraw from that part of the meeting where the subject of consideration is their own pay. We also note that a relevant person must withdraw where there is a conflict of interest, or potential conflict of interest, or any doubt about their ability to act impartially.
- 5.5 We will ensure the report of the Pay Committee outlining its decisions in relation to pay matters will be placed in the confidential section of the Governing Body's agenda and will be either received or referred back. Reference back may occur only if the Pay Committee has exceeded its delegated powers under this Policy or the budget allocated for pay has been exceeded.
- 5.6 The Pay Committee will review employee salaries whenever a new appointment is taken up, or when the duties of an existing post are amended, or when changes in relevant terms/conditions require such a review to take place. In addition, teaching employee salaries will be reviewed annually following completion of the appraisal cycle. In exceptional circumstances we may extend these timescales, e.g., where a teacher is absent on maternity leave or long-term sick absence and additional time is needed to complete the process.
- 5.7 The Headteacher will communicate the decisions of the Pay Committee to each employee in writing through the provision of a "pay statement" showing a breakdown of pay (inclusive of any allowances and/or safeguarding) within one month of the determination. The Chair of the Governing Body will communicate the decision on the pay of the Headteacher to him/her, outlining their right to make representations and appeal as set out in **Appendix 1**. Where a pay review takes place outside the normal cycle, a written statement will be provided to the employee concerned within one month of such a review.
- 5.8 Where, we decide to reduce a teacher's remuneration (e.g., as a result of a teacher taking up a new post), the new salary and safeguarding become applicable in accordance with the provisions of the STPCD.
- 5.9 Where an employee is not satisfied with a decision or recommendation relating to pay, they can appeal this decision by raising such concerns in accordance with the agreed procedure as laid down in this policy at **Appendix 1** and accompanying flowchart at **Appendix 2**. Any instruction to amend pay from a relevant date will only be issued after the conclusion of this procedure⁵.

6. Confidentiality and Record Keeping

- 6.1 A copy of the policy will be made available to employees and will be placed on a shared network within school that all employees can access easily.
- 6.2 The pay of an employee is a confidential matter between the employer and the employee. Access will therefore be limited to those who need to be aware of

⁵ Note that in relation to support staff JE appeals there is a separate appeal process to be followed, information for which can be obtained by contacting your HR Advisor.

employee salaries in order to perform their duties, and all details will be held/maintained in accordance with GDPR requirements.

- 6.3 As a Governing Body we will ensure that pay recommendations and decisions are confidential, maintained in accordance with GDPR requirements and presented in such a way that individuals cannot be identified.
- 6.4 Records of pay decisions and any appeals will be retained by School for a minimum period of 6 years. All employees will be granted reasonable access to their own employment records.

7. Monitoring and Review

- 7.1 As a Governing Body we will monitor the application of our policy, particularly to ensure that its practices are fair and do not discriminate unlawfully. We will also monitor trends in progression across specific employee groups including teachers to assess its effect.
- 7.2 We will review this policy every year and will seek to agree any revisions with recognised trade unions after consultation with all employees, prior to adoption.
- 7.3 Statutory regulations and guidance will take precedence in the event of any inadvertent contradictions with this policy.

Teaching Employees Pay Arrangements

8. Determination of Pay and Differentials

8.1 Pay at Appointment

- 8.1.1 This pay policy seeks to ensure that there are appropriate pay differentials between posts, which are established and reviewed according to clear criteria. Therefore, we will set starting salaries and pay ranges as noted within this policy.
- 8.1.2 We will determine the relevant pay range for a vacancy prior to advertising, taking account of:
- the nature of the post;
 - the level of qualifications, skills and experience required;
 - market conditions; and
 - the wider school context.
- 8.1.3 In determining the starting salary of the successful candidate, as a Governing Body⁶.

we note that salaries are not automatically portable between schools/settings, however the appointment panel will take the teachers' current salary into account when deciding the starting salary to be offered

- 8.1.4 Where this is a teacher's initial appointment as a qualified/ unqualified teacher we may consider the awarding of discretionary points upon appointment, taking into account both the nature of the post and level of skills and qualifications required.

8.2 Headteacher Pay Arrangements⁷

- 8.2.1 The headteacher's starting salary (see **Appendix 3** for reference points) will be determined following the adoption of a three-stage process⁸. This is applicable to new Heads appointed after 1 September 2014 or where there is deemed to be a significant change to the responsibilities of Heads. The three stages are:
- Stage 1 – Defining the role and determining the headteacher group;
 - Stage 2 – Setting the indicative pay range;
 - Stage 3 – Deciding the starting salary and indicative pay range.
- 8.2.2 We will decide the group for a headteacher when the school intends to make a new appointment or at any other time it sees fit to do so and review the pay range if there are significant changes including where the head becomes responsible and accountable for more than one school on a permanent basis.
- 8.2.3. In the case of new salary determinations, the indicative pay range will be set within the headteacher group relevant to the school's unit total. The

⁶ Any salary determination should be consistent with all other applicable employment contracts within school, federation of schools or multi academy trust.

⁷ This will be inclusive of executive HT roles and school leaders/CEOs of Academies/MAT's

⁸ Additional advice on assessing headteacher pay during recruitment is contained within the DfE document implementing your school approach to pay" or by contacting your Link HR Adviser.

expectation is that in most cases the pay range will be within the limits of the headteacher group. If we consider that circumstances warrant it, we may exercise our discretion to set an indicative pay range with a maximum of up to 25% above the top of the relevant headteacher group range. However, we would not do this without taking on further professional advice and guidance from our HR service.

8.3 Deputy/Assistant Headteacher Pay Arrangements

8.3.1 We will

keep under review whether or not we wish to establish one or more deputy, head of school or assistant head posts.

8.3.2 Where the headteacher takes on significant additional responsibility⁹ that impacts on other members of the leadership group we will take this account when setting the pay range. Any salary uplift will be proportionate to the level of responsibility and accountability being undertaken. This uplift will be temporary in circumstances where the headteacher is only temporarily accountable and responsible for more than one school and safeguarding will not apply when the arrangement ceases. However, we would not do this without taking on further professional advice and guidance from our HR service.

8.4 Leading Practitioner Pay Range

8.4.1 We will

keep under review whether or not to establish one or more Lead Practitioner posts in light of the school's needs.

8.5 Upper Pay Range (UPR)

8.5.1 We have determined

to adopt a 3-point scale on the upper pay range (UPR) to reflect the min/max range as set out within the STPCD as follows:

UPR1	£40,625
UPR2	£42,131
UPR3	£43,685

8.5.2 Pay progression within the range will be awarded following two successful annual performance management/appraisal reviews.

8.6 Main Pay Range (MPR)

⁹ For example, extended services or responsibility for more than one school

8.6.1 We have determined

to adopt a 6-point scale on the main pay range (MPR) to reflect the min/max range as set out within the STPCD as follows

MPR1	£28,000
MPR2	£29,800
MPR3	£31,750
MPR4	£33,850
MPR5	£35,990
MPR6	£38,810

8.6.2 Pay progression within the range will be awarded following each successful annual performance management/appraisal review.

8.7 Progression to the Upper Pay Range

8.7.1 Qualified teachers who wish to do so should:

- submit a statement of intent in writing.

Once complete the document need to be submitted to **Paula Cummings** [headteacher] by 31/10/22. Once received and reviewed where the application is successful the payment will be effective from

- the 1 September in that calendar year,

Applications may be made

- only once in each school year.

8.7.2 For a teacher to progress to a salary value within the upper pay range, as determined by the policy they must demonstrate, through appraisal, that they are:

- highly competent in all elements of the Teachers' Standards; and
- their achievements and contribution to the school are substantial and sustained.

8.7.3 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; play a critical role in the life of the school; provide a role model for teaching and learning; make a distinctive contribution to the raising of pupil standards; take advantage of appropriate opportunities for professional development and use the outcomes effectively to improve pupils’ learning); and

“sustained” means “maintained continuously over a period of 2 school years”).

8.7.4 Applications normally include the result of appraisals (or performance management reviews depending on time period of the evidence submitted), including any recommendation on pay. Where that information is not applicable or available, the application may include a statement and summary of evidence designed to demonstrate that the above criteria have been met.

Applications should contain evidence from the last 2 appraisal or equivalent for those not subject to appraisal regulations, subject to any break in service by the teacher.

8.7.5 The application will be considered as follows:

The initial assessment will be made by the Head teacher moderation of all applications received will be undertaken by the Chair of Governors and the headteacher to ensure consistency and a recommendation on each made; as a Governing Body we will make a decision having first satisfied ourself that the application and initial assessment process has been undertaken fairly in line with this Pay Policy but will not make professional judgements about individual teachers.

8.7.6 Any teacher who is unsuccessful in their application may appeal under the arrangements set out in Appendix 1.

8.7.7 Any movement from the main pay range to the upper pay range will apply to all contracts of employment held by the teacher in our school¹⁰.

8.8 Unqualified Teacher Pay Range (UTPR)

8.8.1 WE have determined

to adopt a 6 point, pay range for unqualified teachers as out below

U1	£19,340
U2	£21,559
U3	£23,777
U4	£25,733
U5	£27,954
U6	£30,172

¹⁰ Any salary determination should be consistent with all other applicable employment contracts within school, federation of schools or multi academy trust.

8.9 Progression from unqualified teacher pay range to main pay range

- 8.9.1 As a Governing Body we are aware of the need to transfer an unqualified teacher who attains qualified teacher status to the main pay range from date of receiving QTS.
- 8.9.2 Where an unqualified teacher continues to be employed at this school when they obtain qualified teacher status, they will be paid a salary on the main pay range that is the same as, or higher than, the sum of their salary on the unqualified pay range and any unqualified teacher allowance payable.
- 8.9.3 Where an unqualified teacher obtains qualified teacher status retrospectively, they will be paid a lump sum by this school if we were responsible for their remuneration at the time when QTS was effectively obtained. This will be the difference (if any) between the remuneration the teacher was actually paid as an unqualified teacher and the salary (not including any allowances) the teacher would have been paid as a qualified teacher, from the date QTS was effectively obtained to the date when the lump sum is paid.

9. Performance Pay Decisions

9.1 Performance Related Pay Progression

- 9.1.1 We have agreed that for the 2022/23 academic year all teachers will be awarded pay progression effective from 1st September through a performance management/appraisal/induction review up to the maximum of the relevant pay range, in the following manner¹¹:
- (a) Early Career Teachers (ECT's) – progression will be awarded within the 2 year induction period by means of determining a successful performance review through the statutory induction process¹².
 - (b) Main Pay Range – progression will be awarded following each successful annual performance management/appraisal review.
 - (c) Upper Pay Range - progression will be awarded following two consecutive and successful annual performance management/appraisal reviews.
 - (d) Lead Practitioner Teachers - progression will be awarded following each successful annual performance management/appraisal review.
 - (e) Leadership Group – progression will be awarded following each successful annual performance management/appraisal review in which they have demonstrated high quality of performance in respect of school leadership and management and pupil progress.

9.2 Principles of Pay Progression

- 9.2.1 This pay policy seeks to ensure that discretionary powers for performance pay progression are operated fairly and transparently according to clear criteria. We

¹¹ In addition to the above teacher staff groups schools should look toward ensuring performance management arrangements are in place for unqualified teachers.

¹² School will ensure that ECTs are not negatively affected by the extension of the induction period from one to two years. This change does not prevent a school from awarding pay progression to ECTs at the end of the first year.

will consider setting aside a designated sum of money for performance pay awards for all levels of teachers as part of the annual budget process. However, we note that lack of affordability cannot be used as a criterion to refuse performance pay progression where the teacher has otherwise met the criteria for progression set within this Pay Policy.

9.2.2 In considering the relationship between appraisal and pay review, we will take note of the following principles:

- a) teachers' salaries within the relevant pay range are considered as "fixed" i.e., must be permanent for as long as the teacher remains employed in the same school unless the teacher's individual performance warrants further progression;
- b) all eligible teachers will be considered for performance pay progression annually and there will be no requirement to submit an application (except in the case of moving through the main pay range to the upper pay range (previously "threshold") from the main pay range to the upper pay range where the teacher will decide when to do so and should submit a statement of intent);
- c) in making its decision we will have regard to any recommendation on pay progression made by the teacher's appraiser, and in the case of the headteacher following advice from an external adviser, under the appraisal regulations; or the outcome of the statutory induction process in the case of newly qualified teachers; or equivalent evidence where the teacher is not subject to the appraisal regulations;
- d) where the headteacher has delegated responsibility to other line managers under the school's Appraisal Policy, appraisers' pay recommendations are submitted to the headteacher as part of the written appraisal report and the headteacher will pass the recommendations on to us (following any moderation process set out in the school's Managing Performance policy), advising the us as they see appropriate;
- e) the appraiser will assess the teacher's performance of their role taking into consideration their experience and responsibilities within the appraisal period against the teachers' standards and the teacher's objectives when reaching his/her recommendation;
- f) in the interests of responsible decision-making, we are aware that we are entitled to seek to establish the robustness of the appraisers' recommendations about performance pay progression and may access the teacher's written appraisal report as part of their moderation of the process. We will not make professional judgments about the effectiveness of individual teachers as that is the responsibility of appraisers in the school;
- g) continued good performance as defined in the school's Pay Policy should give classroom or unqualified teachers an expectation of progression to the top of their respective pay range.
- h) it will be possible for a determination to be made not to award pay progression without the teacher being subject to formal capability procedures, however in these circumstances concerns should have been raised with the teacher during the appraisal cycle and support put in place by the school; and

- i) a school calendar for appraisals and making decisions on performance pay progression will be published by the headteacher each year.

9.3 Eligibility to be considered for pay progression

- 9.3.1 Teachers will be eligible to be considered for pay progression on 1 September if they have completed a year of employment, defined as at least 26 weeks of employment in aggregate within the previous school year. This includes any holiday periods, absence due to sickness, injury, pregnancy, maternity leave, parental leave, paternity leave or adoption leave.
- 9.3.2 Where a teacher is absent from work for any other reason, we will use its discretion on a case-by-case basis to decide whether the teacher is eligible for consideration for pay progression.

9.4 Pay progression for Leadership Group

- 9.4.1 The headteacher, deputy, head of school or assistant head must demonstrate sustained high quality of performance in respect of school leadership, management and pupil progress. Their performance will be reviewed against their objectives in accordance with the school's performance management policy before any performance points are awarded.
- 9.4.2 It is our responsibility to ensure that performance-based progression awards reflect individual performance. We will consider the recommendation of those governors responsible for reviewing the performance of the headteacher. We will also consider the recommendation of the headteacher who has responsibility for reviewing the performance of deputy, head of school and assistant heads.

9.5 Pay progression for other pay ranges

- 9.5.1 Pay progression within pay ranges with effect from 1 September 2022 will be decided under the rules within the STPCD 2021 and the arrangements set out within that Pay Policy. Continued good performance will give the teacher an expectation of progression to the top of their respective pay range.
- 9.5.2 In this school judgements of performance will be made at the end of the appraisal period. The judgement will include consideration of the teachers' standards to a level appropriate to the teacher's job role, career stage and school context and the extent to which objectives have been met or exceeded in accordance with the School's Appraisal Policy.
- 9.5.3 Any pay progression awarded will apply to all relevant contracts of employment held by the teacher¹³.

10. Discretionary allowances/payments

10.1 Temporary payments for the headteacher

¹³ Any salary determination should be consistent with all other applicable employment contracts within school, federation of schools or multi academy trust.

- 10.1.1 As a Governing Body we are aware that we may determine that additional payments can be made to a headteacher for clearly temporary responsibilities or duties that are in addition to the post for which their salary has been determined. We are also aware that we must not take these into account when determining the headteachers pay range.
- 10.1.2 The total sum of temporary payments made under these provisions will not exceed 25% of the headteacher's annual salary, although payments under section 10.5 are excluded if the payment is for relocation expenses related to the personal circumstances of the headteacher and payments under 10.8 are excluded where the residential duties are a requirement of the post.
- 10.1.3 We are aware that we may determine that additional payments are made that exceed the 25% limit only in wholly exceptional circumstances. In such cases a business case will be presented to the full Governing Body; in consideration of such a recommendation we would not do this without taking on further professional advice and guidance from our HR service to ensure that the provision of the STPCD remain intact/ are being properly and appropriately applies before moving forward with the implementation of such.

10.2 Teaching and Learning Responsibility (TLR) payments¹⁴

- 10.2.1 We will only award a Teaching & Learning Responsibility (TLR) where it is satisfied that the qualified teacher's duties include a significant responsibility that is not required of all teachers.
- 10.2.2 Where a TLR 3 is awarded this will be for a fixed term period, with the focused aim to implement time-limited improvement projects or one-off externally driven responsibilities. The duration of the fixed term must be established at the outset and payment should be made on a monthly basis for the duration of the fixed term.
- 10.2.3 A fixed term TLR3 should not awarded consecutively for the same responsibility unless that responsibility specifically relates to tutoring of pupils to deliver catch-up support on learning lost during the pandemic.
- 10.2.4 TLR3 will be assigned to designated posts where the following conditions are met
- a) the responsibility is focussed on teaching and learning;
 - b) the responsibility requires the exercise of a teacher's professional skills and judgement;
 - c) the responsibility has an impact on the educational progress of pupils other than the teacher's assigned classes or groups of pupils.
- 10.2.5 A permanent TLR payment should be paid to a teacher for undertaking a sustained additional responsibility for the purpose of ensuring the continued delivery of high-quality teaching and learning and for which the teacher is made accountable. In these circumstances the following criteria will apply.
- 10.2.6 Where appointed, a TLR2 will be assigned to designated permanent posts where, in addition to the above (TLR3) criteria, the following conditions are met

¹⁴ Applicable to MPR/UPR teaching staff only

- a) the responsibility requires the teacher to lead, manage and develop a subject or curriculum area or to lead and manage pupil development across the curriculum.
- b) the responsibility involves leading, developing and enhancing the teaching practice of other employees.

10.2.7 Where appointed, a TLR1 will be assigned to designated permanent posts where, in addition to the above (TLR3 & 2) criteria, the following condition is met

- a) the post has a clear line-management responsibility for a significant number of people.

10.2.8 We will refer to relevant statutory guidance and regulation, as appropriate, in determining the range of TLR spot payments within the agreed staffing structure. In doing so, we will set out the monetary values to TLR posts.

TLR Level	TLR Point	value	TLR Point	value	TLR Point	value	TLR Point	value
TLR1	(a)	£600	(b)	£1200	(c)	£1800	(d)	£2975

10.2.9 We recognise that any differentiation in TLR payments between posts must be justified using the above criteria and relevant statutory guidance and regulation, assessed against the job outline(s) for the respective posts within the school staffing structure.

10.2.10 If a TLR1 is awarded to a part-time teacher it will be paid on a pro-rata basis at the same proportion as the teacher's part-time contract or to a temporarily employee covering a permanent post.

10.3 Special Educational Needs (SEN) allowances¹⁵

10.3.1 We have agreed that a SEN allowance may be payable to members of staff, as part of the published school staffing structure, in the following circumstances:

- a) Where the staffing structure stipulates a SEN post that requires a mandatory SEN qualification AND involves teaching pupils with SEN;
- b) To all teaching employees where designated as a special school
- c) Where the staffing structure requires the teaching of pupils in one or more designated special classes or units in a school
- d) Where the staffing structure requires teaching in any non-designated setting (including any pupil referral unit) that is analogous to a designated special class or unit, where the post:
 - i. involves a substantial element of working directly with children with SEN; and

¹⁵Applicable to MPR/UPR teaching employees only

- ii. requires the exercise of a teacher's professional skills and judgement in the teaching of children with SEN; and
- iii. has a greater level of involvement in the teaching of children with SEN than is the normal requirement of teachers throughout the school or unit within the school or, in the case of an unattached teacher, the unit or service.

10.3.2 Where a SEN allowance is payable, as a Governing Body we have delegated to the Pay Committee responsibility for determining the spot value of the allowance as prescribed by "the Document", taking into account the structure of the school's SEN provision and the following factors:

- a) whether any mandatory qualifications are required for the post.
- b) the qualifications or expertise of the teacher relevant to the post; and
- c) the relative demands of the post.

10.3.4 We recognise that any differentiation in SEN payments between posts must be justified using the above criteria and relevant statutory guidance and regulation and assessed against the job outline(s) Currently Cambo First School has no SEN Posts in school

10.4 Unqualified teachers' allowance

10.4.1 We may consider payment of an unqualified teachers' allowance when we consider that, in the context of the school staffing structure and this policy, that the unqualified teacher has taken on a sustained additional responsibility as outlined in the STPCD or has qualifications or experience which bring added value to their role.

10.4.2 The value of the allowance, where payable, will be reviewed annually in light of the above criteria as part of the unqualified teacher's salary review on 1 September. Where such payments are adjusted due to changes in responsibility (or to this Pay Policy) then appropriate safeguarding arrangements will apply as necessary.

10.5 Recruitment and retention incentives and benefits

10.5.1 We may award lump sum payments, periodic payments or provide other financial assistance, support or benefits to teaching staff other than the Headteacher, Deputy or Assistant Headteacher ¹⁶ as it considers necessary as an incentive for the recruitment or retention in its service of teachers.

10.5.2 Where a teacher is given such an incentive, he/she will be provided with written notification by the Headteacher at the time of the award that will identify:

- a) Whether the award is for recruitment or retention
- b) The nature and value of the award (cash sum, travel, housing etc

¹⁶ Recruitment and retention payments are no longer payable to members of the leadership group other than reimbursement for reasonably incurred housing or relocation costs. Those with existing allowances, subject to review may continue until such time as the respective pay range is reviewed under this policy.

- c) When and how it will be paid
- d) The fixed duration of the award and review date

10.6 Acting allowance

- 10.6.1 Where a teacher is assigned and carried out the duties of a headteacher, deputy headteacher, head of school or assistant headteacher, but has not been appointed to the post, we will, within four weeks of the duties first being assigned and carried out, decide whether or not to pay an acting allowance in accordance with the STPCD. If we decide to pay an allowance, the amount will be as is necessary to ensure that the teacher receives remuneration equivalent to such point on the pay range for the post as we consider to be appropriate. However, we would not do this without taking on further professional advice and guidance from our HR service.

10.7 Performance payments to seconded teachers

- 10.7.1 Where a teacher is temporarily seconded to a post as headteacher in another school and we consider that the teacher merits an additional point or points to reflect this we are aware that we may choose to pay the teacher a lump sum equal to the value of the additional point(s) on the individual school range. However, we would not do this without taking on further professional advice and guidance from our HR service.

10.8 Residential duties

- 10.8.1 As a Governing Body we have determined that we are:

a non-residential school therefore we do not pay staff for residential duties.

10.9 Additional Payments¹⁷

- 10.9.1 We have

determined not to make payments in respect of

- a) continuing professional development undertaken outside the school day;
- b) participation in out-of-school-hours learning activities agreed between the teacher and the Headteacher or;
- c) activities relating to the provision of initial teacher training as part of the ordinary conduct of the school;
- d) additional responsibilities and activities due to, or in respect of, the temporary provision of services relating to the raising of educational standards to one or more additional schools.

¹⁷ Not applicable to employees on leadership pay range

- 10.9.2 Payment will be determined having regard to appropriate rates of pay for staff engaged in such activities.

11. Non-discretionary payments

11.1 Salary Safeguarding

- 11.1.1 Where teachers would otherwise experience a reduction in salary, we will apply the statutory arrangements for safeguarding set out in the STPCD, recognising that we have no discretion to provide different safeguarding arrangements. If the safeguarded sum is £500 or more the employee must undertake additional duties that we consider are appropriate and commensurate with the safeguarded sum. We will withdraw the safeguarded sum if the employee unreasonably refuses to undertake these duties and will give one month's notice to the teacher. For more details, please refer to our Pay Protection and Salary Safeguarding Scheme in **Appendix 4**.

11.2 Honoraria

- 11.2.1 We will not pay an honorarium to any teaching employee, and this includes those on the leadership scale. There is no provision for these payments in the STPCD and we recognise that such payments would be unlawful.

12. Part-time Teachers

- 12.1 Teachers employed on an ongoing basis at the school but who work less than a full working day or week are defined as part-time. We recognise that such employees are eligible for pay progression and other allowances/ payments in the same way as full-time teaching employees and will act in accordance with the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, in applying the provisions of this policy on a pro-rata basis to all employees.
- 12.2 A part-time teacher will be paid according to the proportion of the school's timetabled teaching week (STTW) that they work, as set out in the STPCD. Two or more calculations will be required where the teacher works across different parts of the school which each have a different timetabled teaching week. Further information is provided in **Appendix 5**.
- 12.3 In addition teaching staff will be provided with a written statement detailing their working time obligations calculated on the proportion of time a part-time teacher works against the SSTW.

13. Supply teachers

- 13.1 Teachers who are employed to work on a day-to-day or other short notice basis are entitled to have their pay determined in line with the STPCD and our Pay Policy in the same way as other teaching employees.
- 13.2 As a Governing Body we are aware we have the discretion to award relevant allowances or payments where this is specified in our staffing structure and where a supply teacher is undertaking the range of duties appropriate to that particular payment.

- 13.3 Where eligible teachers have worked sufficiently on a regular or irregular basis for a decision to be made in accordance with the STPCD and our Pay Policy, we will consider awarding pay progression based on performance at the 1 September salary determination.
- 13.4 The pay of supply teachers will be calculated as a daily rate of annual salary divided by 194 days or a pro rata rate for less than a day in accordance with the STPCD.

Support Staff Pay Arrangements

14. General Principles

- 14.1 As a Governing Body we operate within the pay and conditions for support staff agreed by the NJC (National Joint Council) commonly referred to as the “Green Book” in addition to those we have chosen to adopt from the local authority or where the local authority has authority to provide direction.
- 14.2 When making an appointment we will ensure that each post holder is appointed onto a job role/ description that reflects the duties of the post. The grade for the post will be determined by the use of using an already evaluated job description with an identified pay band or a new job description which has been subject to job evaluation. We also note that we would not look to alter or change the grading of a post without taking on further professional advice and guidance from our HR service and we are aware that any changes will be subject to job evaluation. To ensure that we have a robust and equitable job evaluation methodology in place as a Governing Body we have determined that we will use the job evaluation process and methodologies provided by the local authority.

15. Pay Decisions for Support Staff

15.1 Starting salaries

We recognise that we have discretion to select a starting salary at any scale point within the pay band for the post, but that an inconsistent approach would not be fair or equitable and may give rise to equal pay risks. Therefore, appointments will normally be made to the lowest point of the pay band, except in exceptional circumstances. Such circumstances being recorded on the employee personal file.

15.2 Incremental progression

Increments will be paid each 1 April up to the maximum of the pay band, subject to six months’ service within the pay band. Where the service requirement is not met on 1 April, the increment will be paid on the six-month anniversary of the employee’s start date on that pay band.

16. Discretionary payments/allowances

16.1 Temporarily undertaking additional duties/ responsibilities

- 16.1.1 We follow the appropriate Terms and Conditions of Employment and associated guidance to award an upgrading payment when an employee who, for any reason other than annual leave of another employee, is called upon by their manager to undertake:

All of the duties of a higher graded post - Payment will be made at the evaluated rate of pay of the new job. If the job is evaluated at a higher level than the substantive job, payment will be made at the minimum point of the higher band without any qualifying period i.e., from day one. The employee will be required to return to their substantive job once the acting up arrangement ends.

Some of the duties and responsibilities of a higher graded post - Where an employee is asked to undertake some additional duties and responsibilities of a higher graded post for a period of at least four weeks whilst continuing to carry out their own job, an acting up payment may be considered. The duties of a job may be shared between more than one employee and the amount payable will be determined by the percentage of the higher graded job each person is undertaking. The duties and responsibilities must be carried out for at least four weeks, although payment will be due from day one once the four weeks have been satisfied. The amount payable will be determined by the Head Teacher and will be dependent on the circumstances of each case i.e., the extent of the additional duties and responsibilities undertaken, taking account of the nature, level and extent of the additional duties and responsibilities. This is usually based on looking at the assessed pay band for the job, considering what percentage (if not all) that is being undertaken, and paying the corresponding percentage difference between current salary point and the minimum point of the higher graded post (subject to that being at least one incremental point above the employee's salary).

Work on a specific, time-limited project - One-off payments may be made in order to recognise significant additional work performed over and above the usual responsibilities of a role e.g., work on a specific, time-limited project. The amount will be determined by the Head Teacher and should be consistent with the level/scale of the additional work carried out.

16.2 First aid payments

- 16.2.1 A first-aid payment will be made to employees designated as responsible for first aid, except where the requirement to possess a first-aid certificate and to undertake first-aid duties is included in the job description and person specification and reflected in the pay band of the post. A pro rata payment is made to part-time employees. Employees working in excess of 37 hours will receive additional payments. The allowance should not be added to the annual or weekly salary for the purpose of determining the hourly rate for overtime payments or other enhancements.
- 16.2.2 The payment is made on a personal basis to first aiders holding qualifications recognised by the employer, for as long as they are designated as such. As a consequence, the payment may be withdrawn at any time. The allowance is not attached to specific posts.

16.3 Standby payments

- 16.3.1 The standby rate for qualifying employees will be paid per session. A session is defined as a complete 24-hour period or part thereof. This is a standard rate for all jobs and periods, save for the periods when double time is applicable when the above rate will be doubled.

17. Pay Protection

- 17.1 We will follow our Pay Protection and Salary Safeguarding Scheme (**Appendix 4**) in circumstances where it is appropriate to protect the pay of support staff. The scheme also details the circumstances in which staff with protected pay must be allocated additional duties and/or hours to justify that payment.

18. Term-time support staff

- 18.1 Support staff who do not work all of the school holidays (except for their annual leave entitlement) will be paid an equated salary pro-rata to the number of weeks actually worked.

19 Appeals by support staff against their pay and grading

- 19.1 Support staff may request a review of their role and in the first instance should contact either their line manager or the business manager who will provide details of the process and how the employee may formally go about making this request.

20 Salary Protection Arrangements

- 20.1 Where a pay determination leads, or may lead, to the start of a period of salary safeguarding, we will give the required notification as soon as possible (through a revised pay statement) and no later than one month after the date of the determination. Details of salary safeguarding arrangements are enclosed in **Appendix 4**.

Appendix 1: Procedure For Dealing With Disputes On Pay

Staff may seek a review of any determination in relation to their pay or any other decision taken by employer (or those acting on behalf of the employer) that affects their pay.¹⁸

Resolution Through Appraisal Process

Where the member of staff disagrees with the recommended outcome of their appraisal cycle, then under the School Appraisal Policy they will be given the opportunity to request a review with the Headteacher within 10 working days of their notification. This review will allow the member of staff to submit additional information to the Headteacher (acting as appraiser and/or moderator) prior to a final determination¹⁹.

Any comments from the member of staff arising from this review should be included when subsequently referring any recommendations on Pay by the Headteacher to the Pay Committee. The Pay Committee will then make a determination based upon the information provided, subject to any formal representations being made by the member of staff through this procedure on dealing with disputes on pay. The employee will then be informed of the proposed outcome and details on who to submit representations if they do not agree.

Where there is no potential impact on Pay then the outcome of this "Review Meeting" with the Headteacher is the end of the process.

Making Representations to Pay Committee

Where a member of staff feels aggrieved with the pay decision, they can refer his/her dispute in relation to pay to a Hearing/Appeal on the grounds that:

- a) the provisions within this policy, STPCD, or "Green Book" were not applied correctly
- b) there was insufficient regard given to statutory guidance OR
- c) procedures were not applied correctly in relation to consultation on a school Staffing Review and associated Implementation Plan.

That those making the pay progression decision:

- a) failed to take account of relevant evidence OR
- b) took into account irrelevant or inaccurate evidence OR
- c) were biased OR
- d) discriminated unlawfully against the member of staff.

Stage 1 - Hearing relating to pay progression determination

Where one or more of the above criteria are met the member of staff may write to the Chair of the Pay Committee, setting out the FULL grounds for questioning the pay decision. This submission must be within ten standard working days following written confirmation of the initial decision by the Committee²⁰.

¹⁸ Those making recommendation and decisions on pay should be clearly set out in school standing orders. Note there is a separate process in relation to job evaluation/ pay and grading for support employees.

¹⁹ More information can be found on this review meeting under the School Appraisal Policy

²⁰ Where all parties agree this deadline can be extended.

The Chair of the Pay Committee should then arrange a Hearing with up to 3 members of this committee who made the initial decision, together with the member of staff to take place within ten working days of the formal request being received.

The member of staff will be given at least five standard working days' notice of the date, time and place of the Hearing, being advised of the right to be represented by either a recognised Trade Union/Professional Association representative or a work colleague. Any determination should only be made following the receipt of advice from the school HR Advisory Service²¹.

The decision will be announced verbally at the close of the Hearing whenever possible and will be confirmed in writing within five standard working days of the decision. If the employee's case is not upheld then the letter should inform the individual of their right to appeal within ten standard working days of written confirmation of the decision, and the mechanism for this appeal.

Stage 2 - Appeal to Governing Body Appeals Committee

Where the member of staff concerned wishes to challenge the decision arising from the initial Hearing then they should submit, in writing, to the Clerk to the Governors, their wish to do so including the FULL reasons for their request for an Appeal. This submission must be made within ten standard working days following receipt of the written notification of its decision.

The purpose of an Appeal is for the employee to put forward their comments / arguments concerning why the decision reached at the earlier stage was unacceptable. It is then for the Appeal Committee to consider the comments raised by the employee, reviewing the outcomes heard at the earlier stages and again attempt to resolve the matter.

Such a meeting of the Appeal Committee will take place within twenty standard working days of the formal request being received. The Clerk to the Governors will advise both parties, in writing, of the date, time and place of the Appeal, giving at least ten working days' notice. The employee should be advised of the right to be represented by a recognised Trade Union/Professional Association representative or a work colleague. A representative of the HR Advisory Service will also be in attendance to provide advice to the governor panel.

The decision will be announced verbally at the close of the Appeal Hearing whenever possible, being confirmed in writing within 5 working days of the decision. The decision of the Appeal Committee is final ²².

A flowchart is available at Appendix 2 explaining the decision-making process for both:

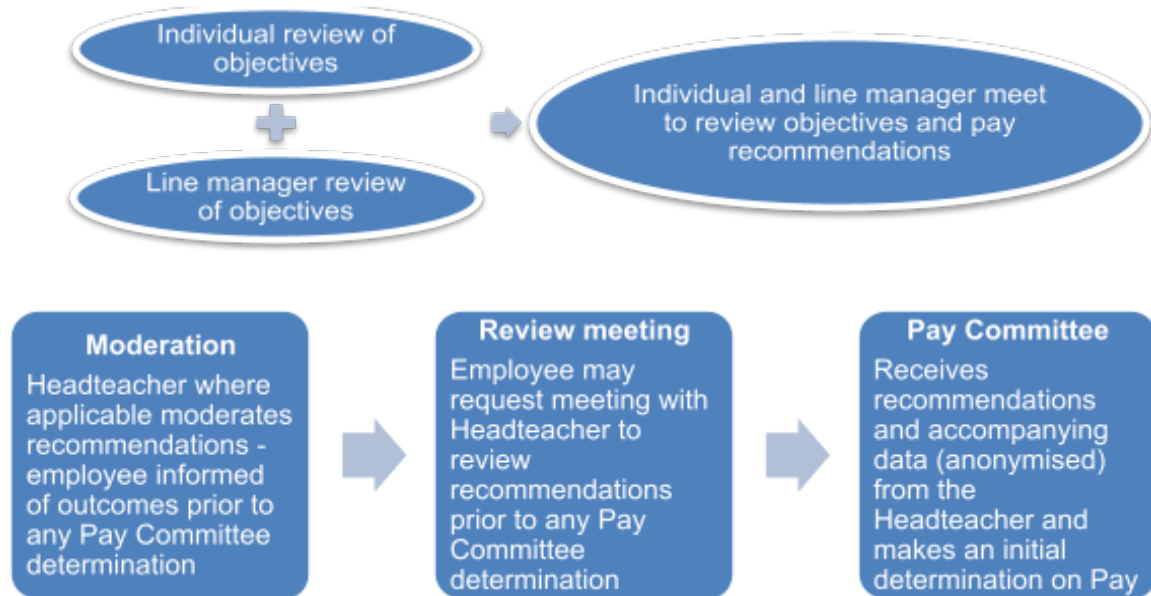
- a) the appraisal cycle, and
- b) recommendations on performance related pay.

²¹ DfE Advice note to schools on managing appeals June 2014

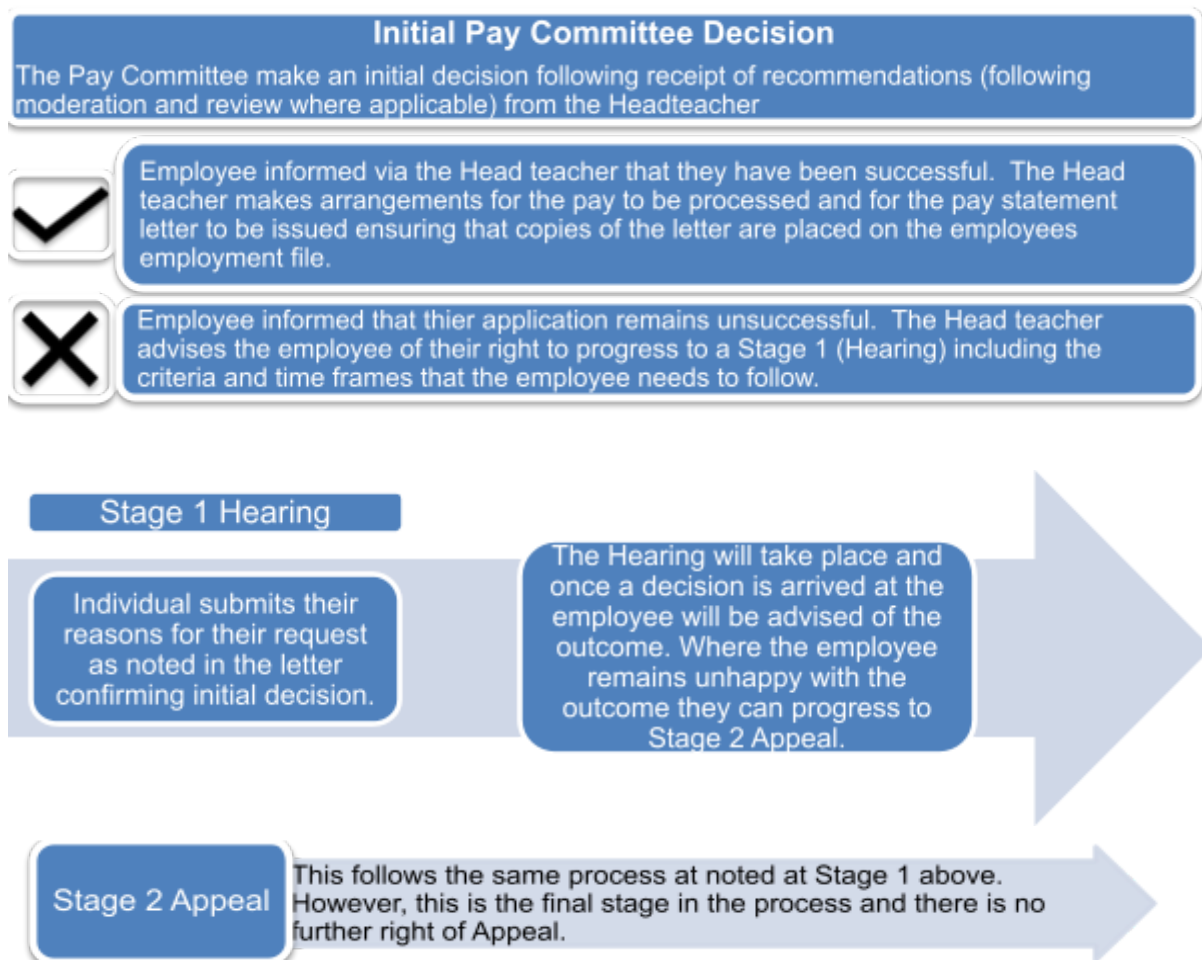
²² As this Hearing/Appeal Procedure performs the function of a grievance procedure on pay matters, such decisions should not be reopened under the school's general grievance procedures.

Appendix 2: Performance Management Flowchart

(a) Appraisal Process



(b) Pay Appeal Process



Appendix 3 – Pay Rates for Headteachers as at 1st September 2022

The STPCD does not specify pay points within the minima and maxima. It is for schools to determine how they translate the uplift to the national ranges in relation to their pay decisions for individual Headteachers, ensuring that they are consistent with the provisions of the school's Pay Policy.

We have agreed to adopt the enclosed pay ranges for Headteachers for the 2022/23 academic year.

Note: Points 18, 21*, 24*, 27*, 31*, 35*, 39* and 43 on the Leadership Pay Range are the salary figures for head teachers at, or moving to, the top of the school group ranges only.*

Leadership Group Pay Range - Discretionary Reference Points 2022/23					
Range	2022	Range	2022	Range	2022
1	£44,305	18*	£66,684	31*	£91,679
2	£45,414	18	£67,351	31	£92,597
3	£46,548	19	£69,022	32	£94,898
4	£47,706	20	£70,733	33	£97,256
5	£48,895	21*	£71,765	34	£99,660
6	£50,122	21	£72,483	35*	£101,126
7	£51,470	22	£74,283	35	£102,137
8	£52,659	23	£76,122	36	£104,666
9	£53,973	24*	£77,237	37	£107,267
10	£55,360	24	£78,010	38	£109,922
11	£56,796	25	£79,949	39*	£111,485
12	£58,105	26	£81,927	39	£112,601
13	£59,558	27*	£83,126	40	£115,410
14	£61,042	27	£83,956	41	£118,293
15	£62,561	28	£86,040	42	£121,258
16	£64,225	29	£88,170	43	£123,057
17	£65,699	30	£90,365		
Note: * These points and point 43 are the maximum salaries for the eight Headteacher group ranges					

Appendix 4: Pay Protection and Salary Safeguarding Scheme

This pay protection and salary safeguarding scheme sets out the arrangements that we will use to provide pay protection for support staff and salary safeguarding for teachers. The scheme will be reviewed as part of our annual review of this Pay Policy or at any other time as determined by the Governing Body.

The purpose of the scheme is to enable an employee to adjust to a reduction in earnings, or other detriment, as a result of a change to their contract of employment. Such a change to the employee's contract will typically arise when they have been appointed to a new post with less favourable terms and conditions as a result of, for example, redundancy, restructure or ill-health. It does not cover situations where an employee voluntarily applies for a post through a recruitment process.

Salary safeguarding for teachers

There is no discretion to offer safeguarding in circumstances other than those statutorily provided for within the School Teachers Pay and Conditions Document (STPCD) as outlined within this scheme.

As the employer we may, as a result of a review of this Pay Policy or a review of the staffing structure of an establishment or service area, make a determination that a teacher's duties and responsibilities require amendment²³. Where this results in a reduction in pay for the post concerned then a period of pay safeguarding will apply as follows:

- a) Where there is a reduction in numbers of the leadership group or teachers paid on the range for leading practitioners or it only merits a pay range of a lower monetary value.
- b) where there is a reduction or removal of a TLR teaching allowance
- c) Where there is a reduction or removal of an SEN teacher allowance
- d) Where there is a reduction or removal of an unqualified teacher allowance

In such circumstances, a safeguarded sum will be paid from a 'relevant date' for a period of three years. In respect of a decision taken:

- a) between 1st September to 31st December, the relevant date is 1st January
- b) between 1st January and 31st March, The relevant date is 1st April
- c) between 1st April and 31st August, the relevant date is 1st September

This safeguarding will end three years from the relevant date as defined above or prior to this date where one of the following conditions are met²⁴:

- a) the teacher ceases to be a classroom teacher
- b) the teacher is awarded, at a later date, an allowance that is higher or equals the protected sum
- c) the end date for a fixed term allowance is within the three year general safeguarding period
- d) the teacher is awarded an increased salary or allowance the value of which exceeds the combined value of the pre-safeguarding salary and any one or more of the safeguarded sums so payable

²³ Changes in duties/responsibilities should be discussed with the teachers affected prior to implementation..

²⁴ There is no time limit on general safeguarding in place issued before 1 January 2006.

- e) the teacher's employment ceases at the school concerned (unless as part of school reorganization)
- f) the teacher, unreasonably, refuses to carry out additional duties appropriate to the safeguarded sum

Advice will be sought from the School HR advisor in such cases where safeguarding may apply.

Allocation of additional duties

If a teacher is in receipt of a safeguarded sum or sums totalling more than £500, the governing body must review the teacher's assigned duties and allocate such additional duties as they reasonably consider to be appropriate and commensurate with the safeguarded remuneration during the time that the safeguarded sum(s) are in payment.

Pay protection for support staff

As the employer we may, as a result of a review of this Pay Policy or a review of the staffing structure of an establishment or service area, or for another reason, make a determination that an employee's duties and responsibilities require amendment. Where this results in a reduction in pay for the post concerned then a period of pay protection will apply as follows:

Eligibility

We have determined that this scheme covers appointments made by the governing body for staff to this school (or federation) who are offered alternative employment in this school as outlined in the scheme. However, it shall **not** apply where an employee:

- is employed under a contract of employment which provides for variations in hours of work and the hours of work are within those permitted under the contract; or
- is employed on a fixed term contract where the contract has/is due to expire, and suitable alternative employment is secured. In cases where termination occurs during the period of the fixed term (i.e., before it is due to expire, subject to a minimum of two year's continuous service), pay protection will apply until the end of the original contract period, subject to a maximum period of three years. This will apply providing the alternative is suitable, but, regardless of whether it is a further fixed term contract or a permanent contract; or
- fails to undertake the duties of suitable alternative employment in any reasonable location (the circumstances of each case will be considered on its merits); or
- fails to comply with the obligations set out in this scheme or
- is redeployed or suffers a reduction of hours as a result of action taken under a capability or disciplinary matter; or
- receives a reduction in hours as a consequence of the implementation of a national or local agreement; or
- suffers a reduction in pay as a result of the removal of gender based pay arrangements.
- is redeployed into or from a job which is covered by different conditions of service e.g., moving from teachers' pay and conditions to support staff role. or
- The post they wish to transfer to is not considered by school as reasonable alternative employment.

Pay protection arrangements

Subject to the provisions of paragraph *Obligations of the Employee* below, an eligible employee who is redeployed to a post with a lower salary or pay band, or whose hours of work are reduced shall receive the rate of pay applicable to the new post plus 'protected pay' for a period of three years from the date of appointment to the new post.

'Protected pay' will be provided up to the difference between the employee's current salary and the salary of new post, subject to a limit of no more than 15% of the old salary. For the avoidance of doubt pay protection will only apply to elements of pay that are contractual.

This cash protection will erode over time through implementation of cost of living pay awards, until such time that new substantive salary eliminates the need for a cash protection or the expiry of the three-year protection period.

It will be applied as follows:

- Where both hours and pay rate have been reduced, protection will be based on the actual contractual cash loss (up to a maximum of 15% of the old contractual pay).
- Where the pay rate has been reduced but hours have increased, protection will be also be based on the on the actual contractual cash loss (up to a maximum of 15% of the old contractual pay).
- Where a post is otherwise suitable (i.e., job content, hours, location) but the level of pay protection is prohibitive, "pay protection" will be capped at the cash equivalent of no more than 15% of previous contractual pay.

Employees will be placed at a point on their new pay spine that will minimise any pay protection arrangements.

Salary for employees who do not have a 'normal' monthly salary will be calculated as for sickness absences and holiday pay in their current substantive post over the twelve months immediately prior to the change.

Subject to the provisions of the paragraph *Obligations of the Employee* below, if, whilst protected under this scheme, an employee is again redeployed and is subject to further reductions in pay then, provided that the circumstances of that change are covered by this scheme, the original level of pay protection shall continue for the remainder of the initial three year period referred to above (or to the end of the fixed term contract). This will be followed by a further period of pay protection, with the amount of protection during that period based on the subsequent reduction in pay. The period of protection arising from the second redeployment and reduction in pay will not exceed three years.

Obligations of the Employee

Whilst an employee is in receipt of pay protection the following obligations will apply:

- the full duties and responsibilities of the new post must continuously and conscientiously be undertaken; and,
- where hours have been reduced, extra work must be undertaken up to the previous contracted hours without additional payment. Additional hours must be reasonable

i.e., excessive travelling will not be required, and each case will be considered on its merits; and,

- serious and conscientious efforts must be made to secure appointment to any appropriate vacancy to which he or she is directed by School and,
- co-operation with all reasonable measures designed to enable School to reduce the cost of protected pay or other protections, including participating in any reviews of the position; and working in a suitable post at the level of the protection as required.

Formal review

Employee Services will review every pay protection payment whenever the employee's contract of employment or pay changes or at least annually and therefore the amount of pay protection may decrease if earnings in the new job increase during the pay protection period.

The school should review the employee's position at least annually and make an effort to align employees with pay protection to a post similar to their previous post. This may involve alternative employment in a different post within the school or federation, as well as additional training, job enrichment, additional duties etc.

Complaints

Any complaint by a member of support staff regarding the application of this scheme will be heard in the first instance by the committee who made the decision. Staff are advised to follow the procedure as set out in Appendix 1.

Excess travelling expenses for support staff and teachers

Provisions

An employee whose place of work is changed will receive an allowance equal to the difference between the cost of travelling from their home to new place of work and the cost of travelling from their home to the old place of work for a period of up to three years. If the place of work is changed again whilst in receipt of excess travelling expenses they will be able to claim:

- The difference between the cost of travelling from their home to their original place of work and home to new place of work until the date of their second move (not exceeding three years), then,
- The difference between the cost of travelling from their home to original place of work and home and second new place of work until the third anniversary of the original move.
- After the initial three year period, they will be eligible to claim the difference between the cost of travelling from him to first new place of work, and their home to second new place of work until the third anniversary of their move to the second place of work.

For employees who have leased or SMART benefits cars, payment will be based on the relevant HMRC company car rate for a period agreed in each case, but not exceeding the payment period identified above.

In all other cases payment of excess travel expenses will be on the basis of public transport rates based on second class train and/or bus fare. This amount will be calculated by reference to a similar journey by public transport, normally using the most direct route between the employee's home and the employee's new place of work. Alternatively, employees may opt to receive the relevant HMRC company car rate for actual excess miles.

This provision only applies where the difference between the cost of travelling (both ways) from home to the new place of work and from home to the old place of work exceeds the minimum cost of £3.99 per week (subject to annual review).

Where possible, employees changing work locations are encouraged to travel together and agree a formal car sharing arrangement. Such arrangements will be voluntary.

Where an employee in receipt of excess travelling expenses does not travel directly between their home and their normal work base the following will apply:

- a) **Home to site(s) to new base or new base to site(s) to home** - mileage or public transport expenses to be calculated as if the employee still working at the old base i.e., actual less home to old base. All expenses are to be claimed as normal business expenses;
- b) **Home to site(s) to home** - as (a) except that the return journey between home and old base will be deducted.

Journeys beginning or ending at the new base will be calculated by reference to the new base with the actual mileage or public transport costs claimed as a business mileage journey.

Where access to public transport is limited and an employee has no other means of travelling, the headteacher will discuss the situation with the employee with a view to the two parties providing a solution to the situation. Each case will be considered on its merits and the solution may involve alternative transport arrangements where possible.

Appendix 5: Calculating Pay and Hours for Part-Time Teachers

The pay and hours of part-time teachers are calculated according to a standard national formula based on the proportion of the full-time timetabled teaching week in the service that they work:

- a) the Service Timetabled Teaching Week (STTW) is the session hours that are timetabled for teaching in a specific service including planning, preparation and assessment (PPA) time and other non- contact time and excluding break times, registration and assemblies e.g., 25 hours per week;
- b) the number of hours of the STTW worked by the teacher is the number of session hours within the STTW worked by a specific part-time teacher e.g., 15 hours per week;
- c) the percentage of the STTW worked by the teacher is used to calculate the proportion of the full-time salary that they are paid e.g., 15 hours/25 hours = 60%;
- d) the number of hours of directed time worked by the teacher is calculated using the same percentage as the proportion of STTW hours worked by the teacher e.g., 60% of 1265 hours of directed time = 759 hours per year.

Rates for Supply Teachers/ Part-Time Teachers Working Additional Hours

Daily rate = $1/195 \times$ full-time annual salary (194 days for the 2022/23 academic year)

Hourly rate = $1/1265 \times$ full time annual salary (1258.5 for the 2022/23 academic year)

Appendix 6: Equality Impact Assessment

1) Name of the change, strategy, project or policy:		Whole School Pay Policy	
2) Name of person completing this form:		Head Teacher on behalf of the Governing Body	
3) Has the policy/ practice been assessed to consider any negative impact on the key groups?			
Yes. The policy is based on the 2022 School Teachers Pay and Conditions Document and accompanying statutory guidance, and National Joint Council (NJC) "Green Book" Terms/ Conditions for support staff.			
4) Potential Negative Impact:			
Equality Area:	Negative impact – it could disadvantage	Reason/Mitigation against impact	
Race Religion/belief Sex Sexual Orientation	No evidence of Impact No evidence of Impact No Evidence of Impact No Evidence of Impact	Salary increases are based on performance related pay linked to a number of annual assessments to be determined by the individual school. Criteria used by schools will need to be objective in order to ensure that pay decisions are not biased.	
Pregnancy/Maternity Gender Reassignment Disability	Possible impact	Provision has been made to avoid any bias relating to pregnancy/maternity and disability, by allowing individuals who are absent and who have missed a performance review, to submit a statement and accompanying evidence, or through use of previous year's data.	
Age	Possible impact	Provision has been made to avoid potential for impact upon new starters/ECT's (which are predominantly younger members of staff) as it will take longer to reach the top of the current scale, this being for example through applications for movement to UPR being linked to evidence rather than length of service.	
5		Yes	No
(a) Is the impact legal/lawful? Seek advice from your School link HR Partner if necessary.		Yes	
(b) Is the impact intended?			No
6 Could you minimise or improve any negative impact? Use the space below to detail how.			
Additional flexibility exists to advance progression on performance thereby minimising any age related link to pay. There is also additional flexibility to disregard absence linked to pregnancy/maternity and disability in any such decisions linked to pay. (see above regarding opportunity to submit statement and evidence where a performance review has been missed)			

7 Is it possible to consider a different policy/strategy/action, which still achieves your aim, but avoids any adverse impact on equality?

No: The Pay Policy framework reflects statutory arrangements set by Parliament

8. In light of all the information detailed in this form; what practical actions would you take to reduce or remove any adverse / negative impact?

*see above regarding option to submit statement and evidence and use of previous data.
 Recommending mid-year/periodic reviews to allow individuals the opportunity to discuss problems with performance during the year, and therefore opportunity to have an input into their end of year pay decision.*

PART B) Post Consultation Assessment

9a) As a result of the assessment and consultation completed in Part A above, are there any changes that made to the policy, project or planned action.

9b) As a result of this assessment and consultation, have we needed to commission specific research on this issue or carry out monitoring/data collection?

9a) No

9b) No

As a Governing Bodies we hold records regarding decisions relating to pay progression/ awards to allow ongoing monitoring against target groups. The Pay Policy is also reviewed annually.

10) We have set up a monitoring/ evaluation /review process to check the successful implementation of the policy, project or change?	Yes	✓	No	As described above
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Signed: PAULA CUMMINGS

Date: 25/11/22

