



## Adoption Leave Policy

This Policy applies will apply to all schools and employees within the Lighthouse Trust Partnership.

Policy approved by the Trust Board

Signed:

Date: 16 March 2020

Name: Adele Haysom  
Chair of the Board of Trustees

Authorised for issue

Signed:

Name: Gary Lewis  
Chief Executive Officer (CEO)

Date: 16 March 2020

### Document History

Version	Author/Owner	Drafted	Comments
1.0	Amy Sutton	07.08.2018	Designed to mirroring of contractual maternity entitlement
1.1	Amy Sutton	01.01.2020	Separation of Maternity, Paternity, Adoption, Parental & Shared Parental Leave policy.

Date Policy Adopted	
Review cycle	Every 3 years
Review date	Autumn Term 2022

## **1. Introduction**

- 1.1 When you take time off to adopt a child or have a child through a surrogacy arrangement you might be eligible for statutory adoption leave and statutory adoption pay.
- 1.2 This policy sets out statutory and contractual rights in relation to Adoption Leave for employees at the Lighthouse Schools Partnership Trust (LSP). It covers statutory rights and responsibilities, arrangements for leave and pay, and provisions for return to work.
- 1.3 This policy reflects our commitment to providing equality of opportunity in employment and to developing work practices and policies that support work-life balance. No-one will be discriminated against, be subject to detriment or lose career development opportunities by taking leave under this policy.

## **2. Scope of Policy**

- 2.1 This policy applies to all employees of the Trust. The policy does not apply to agency workers, consultants or the self-employed.

## **3. Key Principles**

- 3.1 All eligible staff are entitled to take up to a maximum of 52 week's Adoption leave, combining both paid and unpaid Adoption Leave, regardless of the number of hours they work or their length of service.
- 3.2 The Trust Adoption Leave pay provision, which is an enhanced provision and incorporates the statutory entitlement where applicable, is available to staff who meet specific eligibility criteria.
- 3.3 All contractual benefits with the exception of pay will continue to accrue during the whole period of Adoption Leave.
- 3.4 Keeping in touch days (KIT) are available to support continued communication during The Adoption Leave absence.
- 3.5 Annual leave can be used flexibly outside of the Adoption Leave absence; subject to agreement/business needs to support effective planning.

## **4. How the Trust Supports this Policy**

- 4.1 In addition to the above, there are also a number of family friendly policies aimed at supporting staff to achieve a work/life balance and meet demands faced when caring for dependents e.g. flexible working, parental leave, the use of additional paternity/partner leave (to enable the sharing of the responsibilities for the care of the child during its first year).

## **5. Entitlement to Adoption Leave**

- 5.1. All LSP employees, regardless of hours worked or length of service, are entitled to up to 52 weeks' Adoption Leave which is divided into:
- Ordinary Adoption Leave of 26 weeks (OAL)
  - Additional Adoption Leave of a further 26 weeks immediately following OAL (AAL)
- 5.2 Adoption Leave is only available if you are adopting through a UK or overseas Adoption agency (for overseas adoptions see paragraph 8). It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.
- 5.3 You are entitled to Adoption Leave if you meet all the following conditions:
- An Adoption agency has given you written notice that it has matched you with a child for Adoption and tells you the Expected Placement Date.
  - You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
  - Your spouse or partner will not be taking Adoption Leave with their employer (although they may be entitled to take paternity/partner leave).
- 5.4 If you have a child placed with you under a local authority "fostering for adoption" or "concurrent planning" arrangement, or you are entering into a surrogacy arrangement under which you will be applying for a parental order, you may also be entitled to Adoption Leave and pay.
- 5.5 Please view the following link to plan your adoption leave:  
<https://www.gov.uk/plan-adoption-leave>

## **6. Time Off for Adoption Appointments**

- 6.1 From 5 April 2015 you are entitled to take time off during your working hours to attend Adoption appointments that take place after an Adoption agency has notified you that a child is, or is expected to be placed with you for adoption.
- 6.2 These appointments must be made by an Adoption agency, so that you can have contact with that child; or for any other purpose connected with that adoption.
- 6.3 You are entitled to paid time off to attend up to five appointments, lasting no more than 6 and a half hours each during working hours if you are:
- Adopting on your own; or
  - Adopting as part of a couple and have been elected as the main adopter.

- 6.4 You will be entitled to unpaid time off to attend up to two appointments, lasting no more than 6 and a half hours each during working hours if you are adopting a child as part of a couple and have not been elected as the main adopter.
- 6.5 If you are eligible and wish to take time off for this purpose, you must provide us with a signed “employee declaration” confirming all of the following:
- That you wish to take time off to attend an Adoption appointment that has been made by or at the request of the Adoption agency;
  - The date and time of the appointment;
  - If you are part of a couple adopting and have been elected as the main adopter, confirmation that you are electing to take paid time off.
- 6.6 You should try to give us as much notice as possible of the appointment and wherever possible, try to arrange them as near to the start or end of the working day.

## **7. Notification of Intent to Take Leave**

- 7.1 You must give us notice in writing of:
- The Expected Placement Date; and Your intended start date for Adoption Leave (Intended Start Date) (see paragraph 9).
- 7.2. This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.
- 7.2 At least 28 days before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:
- A Matching Certificate from the Adoption Agency confirming:
  - The agency's name and address;
  - The date you were notified of the match;
  - The Expected Placement Date;
  - Written confirmation that you intend to take statutory Adoption Leave and not statutory paternity/ shared parental leave.

## **8. Overseas Adoption**

- 8.1 If you are adopting a child from overseas, the following will apply:
- You must have received notification that the Adoption has been approved by the relevant UK authority (Official Notification).
- 8.2 You must give us notice in writing of:
- Your intention to take Adoption Leave;
  - The date you received Official Notification;
  - The date the child is expected to arrive in Great Britain.

- 8.3 This notice should be given within 28 days' of receiving official notification or as early as possible (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks' of starting employment).
- 8.4 You must also give us at least 28 days' notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.
- 8.5 You must also notify us of the date the child arrives in Great Britain within 28 days of that date.
- 8.6 The Trust may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

## **9. Starting Adoption Leave**

- 9.1 OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
- 9.2 You must notify the Trust of your Intended Start Date in accordance with paragraph 7. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to Adoption Leave (Expected Return Date).
- 9.3 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.
- 9.4 You can bring forward your Intended Start Date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.
- 9.5 Shortly before your Adoption Leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events. However, an out of office message will be placed in your school email account for the duration of your absence.

## **10. Statutory Adoption Pay**

- 10.1. Statutory Adoption Pay (SAP) is payable for up to 39 weeks. SAP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 12). To view the current rate; <https://www.gov.uk/adoption-pay-leave/pay>

10.2. Statutory Adoption Pay (SAP) is a statutory entitlement for those who have completed at least 26 week's continuous service with the employer by the week that they are matched with a child and who have average earnings above the Lower Earnings Limit (LEL) in the 8-week period prior to the Matching Week. The up-to-date LEL can be viewed at [www.gov.uk](http://www.gov.uk)

10.3. Statutory Adoption Pay is calculated as follows:

Weeks 1 - 6	90% of your average weekly earnings, calculated over the Relevant Period. This is called the Earnings-Related Rate.
Weeks 7 - 39	The Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate (90% of your average weekly earnings) if this is lower.

10.4. You shall still be eligible for SAP if you leave employment for any reason after the start of the Matching Week (for example, if you resign or are made redundant). In such cases, if your Adoption Leave has not already begun, SAP shall start to accrue in whichever is the later of:

- The week following the week in which employment ends; or
- The eleventh week before the matching week.

10.5. Employees must provide proof of Adoption in order to be eligible for SAP. This proof will need to include the following information:

- The employee's name and address
- The name and address of the Adoption agency
- Evidence of the match date, which is evidenced from the Matching Certificate
- Confirmation of the date of placement, which can be provided via a letter from the Adoption agency
- The relevant UK authority's 'official notification' confirming that the employee is allowed to adopt (overseas adoptions only)
- Evidence of the date that the child arrived in the UK (overseas adoptions only)

10.6. If an employee does not qualify for SAP, please access the following link:

[https://public-online.hmrc.gov.uk/lc/content/xfafoms/profiles/forms.html?contentRoot=repository:///Applications/PersonalTax\\_iForms/1.0/SAP1&template=SAP1.xdp](https://public-online.hmrc.gov.uk/lc/content/xfafoms/profiles/forms.html?contentRoot=repository:///Applications/PersonalTax_iForms/1.0/SAP1&template=SAP1.xdp)

## 11. Occupational Adoption Pay

11.1. Occupational Adoption Pay (OAP) is paid by the Trust to employees who have completed at least one years' continuous service by the Matching Week.

11.2. OAP is subject to an employee returning to work for a period of 13 weeks after their Adoption Leave. If an employee resigns from their post without having returned to work for the requisite period of time they shall be required to refund the OAP payments made during their Adoption Leave apart from those made during

the first 6 weeks of Adoption leave - such action will be considered on an individual basis by the Trust.

- 11.3. Where the Trust agrees, a full-time employee may return to work on a part-time basis for a period which equates to 13 weeks' full-time service. Similarly, where the Trust agrees, a part-time employee may return to work on a different part-time basis for a period which equates to 13 weeks' part-time service relating to their previous contract.
- 11.4. The 13-week period (or part-time equivalent) starts from the date the employee actually returns to work or the date during the School holiday on which the employee has notified the School in writing that they are available to work, provided they actually return to duty on the first day after the period of closure.
- 11.5. If an employee is unsure whether they will be making a return to work following their Adoption Leave, they can request that their payroll provider withhold the refundable OAP aspect of their Adoption pay. If the employee does return to work for the qualifying period, they will be paid the OAP owed to them.
- 11.6. SAP accrues from the day on which you commence your OAL and thereafter at the end of each complete week of absence. SAP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.
- 11.7. If you become eligible for a pay rise before the end of your Adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

## **12. Contractual Adoption Pay**

### **12.1. Teaching Staff**

- 12.1.1. Teaching Staff with at least twelve months' continuous service at the 11<sup>th</sup> week before matching, will be entitled to receive contractual Adoption pay as follows, in addition to payments set out in section 10 (if eligible):

Weeks 1 - 4	Full pay (offset against payments made by way of SAP)
Weeks 5 - 6	90% of salary (offset against payments made by way of SAP)
Weeks 7 - 18	50% of salary plus any Prescribed Rate SAP to which you are entitled, paid without deduction except by the extent to which the combined pay and SAP exceeds full pay.

- 12.1.2. You must return to your job for at least 13 weeks as a qualifying condition to receive this contractual adoption pay. If you do not return to work for

the 13-week period, you will be required to Pay Back the amount paid to you for this period.

- 12.1.3. If you request to reduce your hours on your return and your request is agreed, this 13-week period will be extended to equate to 13 weeks of service based on the number of hours you worked prior to your reduction in hours.

## **12.2. Support Staff**

- 12.2.1. Support Staff with twelve months' continuous service at the 11<sup>th</sup> week before matching, will be entitled to receive contractual Adoption pay as follows, in addition to payments set out in section 10:

Weeks 1 - 6	90% of salary (offset against payments made by way of SMP)
Weeks 7 - 18	50% of salary plus any Prescribed Rate SMP to which you are entitled, paid without deduction except by the extent to which the combined pay and SMP exceeds full pay.

- 12.2.2. You must return to your job for at least 13 weeks as a qualifying condition to receive this contractual Adoption pay. If you do not return to work for the 3-month period, you will be required to refund the amount paid to you for this period.
- 12.2.3. If you request to reduce your hours on your return and your request is agreed, this 3-month period will be extended to equate to 3 months of service based on the number of hours you worked prior to your reduction in hours.

## **13. Terms and Conditions During OAL and AAL**

- 13.1. All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:
- Benefits in Kind such as life insurance and health insurance shall continue;
  - Annual Leave entitlement under your contract shall continue to accrue where applicable (see paragraph 14, Annual Leave); and
  - Pension benefits shall continue (see paragraph 15, Pensions).

## **14. Annual leave**

- 14.1. All staff continue to accrue annual leave during OAL and AAL at the rate provided under your contract of employment.

### **14.2. Teachers**

- 14.2.1. The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except



during school closure periods. Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your Adoption Leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the Adoption Leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher.

#### **14.3. Support Staff - Term Time Only/Term Time Plus**

14.3.1. The salary calculation for Support Staff contracted to work term time only or term time plus additional working weeks, includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods. Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your Adoption Leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the Adoption Leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher.

#### **14.4. Support Staff - Full Working Year**

14.4.1. Annual Leave entitlement will continue to accrue at the rate provided under your contract. If your Adoption Leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your Adoption Leave can be carried over to the next annual leave year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carryover of more than one week is at your Headteacher's discretion. Please discuss your holiday plans with your manager in good time before starting your Adoption Leave. All annual leave dates are subject to approval by your manager. Our annual leave year runs from 1 September to 31 August.

### **15. Pensions**

15.1. If the employee is a member of the Teachers' Pension Scheme or LGPS, contributions will continue to be deducted while they are in receipt of Adoption pay and the Trust will continue to pay the employer's contribution based on the employee's normal full pay.

15.2. Contributions cannot be made for any unpaid Adoption Leave period, thus, such period does not count as part of pensionable service. Teachers may wish to discuss the possibility of Additional Pension Contributions (APCs) with their pension provider, for any period of unpaid leave.

## **16. Disrupted Adoption Leave**

16.1. Adoption Leave is disrupted if it has started but:

- You are notified that the placement will not take place;
- The child is returned to the Adoption agency after placement; or
- The child dies after placement.

16.2. In case of disruption your entitlement to Adoption Leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

## **17. Keeping in Touch**

17.1. We may make reasonable contact with you from time to time during your Adoption Leave. You may work (including attending training) on up to ten days during Adoption Leave without bringing your Adoption Leave to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with your Headteacher.

17.2. Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

- Updating you on any changes that have occurred during your absence;
- Any training needs you might have;
- Any changes to working arrangements (for example, if you have made a request to work part time). See paragraph 23, 'Requests to Change your Working Pattern'.

## **18. Expected Return Date**

18.1. Once you have notified us in writing of your Intended Start Date, the School will send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes the Trust will write to you within 28 days of the start of Adoption Leave with a revised Expected Return Date.

18.2. The Trust expects you back at work on your Expected Return Date unless you request otherwise (see paragraphs, 19, 20 and 21). It will help us if, during your Adoption Leave, you are able to confirm that you will be returning to work as expected.

## **19. Returning Early**

19.1. If you wish to return to work earlier than the Expected Return Date, you must give the Trust at least eight weeks' notice. It is helpful if you give this notice in writing.

- 19.2. If you do not give enough notice, the Trust may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

## **20. Returning Late**

- 20.1. If you wish to return later than the Expected Return Date, you should request unpaid parental leave in accordance with the Leave of Absence Policy giving us as much notice as possible but not less than 21 days. Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at the Trust's discretion.
- 20.2. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Trust's usual Managing Attendance Policy will apply. In any other case, late return will be treated as unauthorised absence.

## **21. Deciding Not to Return**

- 21.1. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with your Headteacher / Line Manager as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of Adoption Leave left to run when you give notice must be at least equal to your contractual notice period, otherwise the Trust may require you to return to work for the remainder of the notice period.
- 21.2. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 21.3. This does not affect your right to receive SAP.

## **22. Your Rights When You Return**

- 22.1. You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.
- 22.2. However, if you have taken any period of AAL or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

## **23. Requests to Change your Working Pattern**

- 23.1. The Trust will deal with any requests by employees to change their working patterns (such as working part time) after Adoption Leave on a case-by-case basis. There is no absolute right to insist on working part time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal,

bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in the Trust's Flexible Working Policy.

## **24. Shared Parental Leave**

- 24.1. If you choose to you may take shared parental leave and stop the Adoption leave. Please see the Parental Leave Policy.