THE PRIORY
LEARNING TRUST

Family Friendly Policy

Approved and authorised for use by the Trust Board 2022

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The Priory Learning Trust, a charitable company limited by guarantee registered in England & Wales

with company number 07698707.

Registered office address: Priory Community School, Queensway, Weston-super-Mare, North Somerset, BS22 6BP

History of Policy Changes

Date	Version	Author	Origin of Change e.g. TU request, change in legislation	Changed by
September 2017	1		Creation of policy	
May 2018	2		Review of policy	DL
February 2019	3		Following consultation with Somerset Unions	DL
June 2019	4		Review of policy	DL
May 2020	5		Review of policy	LH
May 2021	6		Review of Policy	AT
May 2022	7		Review of Policy	KW

This policy applies to The Priory Learning Trust and all its schools.

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Review cycle	Annual
Review date	May 2023

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Section A: General introduction

1. Introduction

1.1 This policy sets out statutory and contractual rights in relation to maternity, paternity, adoption and parental leave for employees within The Priory Learning Trust (the Trust). It covers rights and responsibilities, arrangements for leave and pay, and provisions for return to work. 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.

1.2 Employees should make requests under this policy to the Principal for Teaching and Learning Academy staff and Academy Operations Managers for Academy Business Staff, Chief Executive Officer or Chief Operations Officer for Principals, Academy Operations Managers and Central Team.

2. Scope of the 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. Definitions

3.1 The following definitions apply in this policy:

Expected Week of Childbirth	the week starting on a Sunday in which your doctor or midwife expects you (or your spouse, civil partner or partner) to give birth
Qualifying Week	the fifteenth week before the Expected Week of Childbirth, or the week in which you are notified in writing by an adoption agency of having been matched with a child
Intended Start Date	the date on which you would like to start your maternity, paternity or adoption leave
Expected Return Date	the date we will expect you to return to work if you take your full entitlement to maternity leave or adoption leave
Relevant Period	an eight week period ending with the Qualifying Week in birth cases, or the eight week period ending with the week in which you or your spouse, civil partner or partner were notified of being matched with a child in adoption cases
Ordinary Maternity Leave (OML)	a period of 26 weeks' leave available to all employees who qualify for maternity leave

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Additional Maternity Leave (AML)	a further period of up to 26 weeks' leave immediately following OML
Maternity Allowance (MA)	This is paid (up to 39 weeks) to employees who are not entitled to SMP but who meet the qualifying conditions for Maternity Allowance.
Partner	someone with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle
Expected Placement Date	the date on which an adoption agency expects that it will place a child into your care with a view to adoption
Ordinary Adoption Leave (OAL)	a period of up to 26 weeks' leave available to all employees who qualify for adoption leave
Additional Adoption Leave (AAL)	a further period of up to 26 weeks' leave immediately following OAL
Adopter	A child's adopter is either the person who has been matched with the child for adoption or, where two people have been matched jointly, the person who has elected (at the time when they are notified that they have been matched) to be the child's adopter for statutory adoption leave and pay purposes.
Adoption Agency	In essence, adoption agencies are either a local authority or a registered adoption society in England and Wales, or a registered adoption service in Scotland
Matched for adoption	A person is matched with a child for adoption when: an adoption agency decides that they would be a suitable adoptive parent for the child either individually or jointly with another person; or a decision has been made to place the child with a local authority foster parent who is also an approved prospective adopter
Notification of being matched for adoption	A person is notified of having been matched with a child: when an adoption agency decides that they would be a suitable adoptive parent, on the date on which they receive notification of the adoption agency's decision; or

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	when a local authority foster parent is identified as an adoptive parent, on the date on which they receive notification of the adoption agency's decision
Placed for adoption	Placed for statutory adoption or placed with a local authority foster parent who is also a prospective adopter
Prospective adopter	Someone who has been approved as suitable to adopt a child and has been notified of that decision.

4. Monitoring and review of the policy

4.1 This policy is reviewed annually by the Trust and where materially amended is consulted on, where necessary. We will monitor the application and outcomes of this policy to ensure it is working effectively

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Section B: Maternity leave and pay

1. Introduction

1.1 This section outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth.

2. Notification

2.1 You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety issues.

2.2 Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell the Trust in writing using the Trust Maternity Leave Notification Form (available on ACCESS):

(a) That you are pregnant

(b) The Expected Week of Childbirth

(c) The date on which you would like to start your maternity leave **(**Intended Start Date**)**

2.3 You must also provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth (this is not available before the 20th week of pregnancy and is usually provided around the 26th week of pregnancy).

3. Time off for ante-natal care

3.1 If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. 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.

3.2 Unless it is the first appointment, we may ask you for proof, for example your appointment card, of your attendance at ante-natal appointments.

4. Sickness

4.1 Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence.

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4.2 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded as pregnancy related and will be disregarded in any future employment-related decisions.

4.3 If you are absent due to sickness for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will start automatically (see paragraph 7, Starting maternity leave).

5. Health and safety

5.1 We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to identify and assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.

5.2 We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal duties we will take reasonable steps necessary (for as long as necessary) to avoid those risks. This may involve:

(a) Changing your working conditions or hours of work;

(b) Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or

(c) Suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

6. Entitlement to maternity leave

6.1 All employees, regardless of hours worked or length of service, are entitled to up to 52 weeks' maternity leave which is divided into:

(a) Ordinary maternity leave of 26 weeks **(**OML**)**

(b) Additional maternity leave of a further 26 weeks immediately following OML **(**AML**)**

7. Starting maternity leave

7.1 The earliest date you can start maternity leave is 11 weeks' before the Expected Week of Childbirth (unless your child is born prematurely before that date). Maternity leave can commence on any day of the week.

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7.2 You must notify in writing of your Intended Start Date before the end of the Qualifying Week (in accordance with paragraph 2.2). 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 maternity leave (Expected Return Date).

7.3 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

7.4 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

7.5 Maternity leave shall start on the earlier of:

(a) Your Intended Start Date (if notified to us in accordance with this policy); or

(b) The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or

(c) The day after you give birth.

7.6 If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.

7.7 The law prohibits you from working during the two weeks following childbirth.

7.8 Shortly before your maternity leave starts, you and your line manager will discuss the arrangements for covering your work and how you will remain in contact, should you wish to do so, during your leave and if appropriate at this stage, arrangements for KIT days, as detailed in section 13. Unless you request otherwise, you will remain on circulation lists for internal news, daily brief, training and work-related social events.

8. Statutory maternity pay

8.1 Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 13). You are entitled to SMP if:

(a) You have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;

(b) Your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period**)** are not less than the lower earnings limit set by the Government;

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(c) You provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;

(d) You give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and

(e) You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

8.2 SMP 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.

8.3 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

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

(a) The week following the week in which employment ends; or

(b) The eleventh week before the Expected Week of Childbirth.

8.5 If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

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9. Contractual maternity pay

Teachers

9.1 Teaching staff with at least twelve months continuous service at the 11th week before the EWC, will be entitled to receive contractual maternity pay as follows, in addition to payments set out in 8:

Weeks 1 - 4	Full pay (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP)
Weeks 5 - 6	90 % of salary (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP)
Weeks 7 - 18	50% of salary plus any Prescribed Rate SMP to which you are entitled

9.2 You must return to your job for at least 13 weeks as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 13 week period, you will be required to refund the additional amount paid to you for this period above your statutory entitlement.

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.

Support staff

9.3 Support staff) with twelve months continuous service at the 11th week before the EWC, will be entitled to receive contractual maternity pay as follows, in addition to payments set out in 8:

Weeks 1 – 6	90% of salary (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP)
Weeks 7 - 18	50% of salary plus any Prescribed Rate SMP to which you are entitled

9.4 You must return to your job for at least 3 months as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 3 month period, you will be required to refund the additional amount paid to you for this period above your statutory entitlement.

9.5 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.

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10. Terms and conditions during OML and AML

10.1 All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay, including childcare vouchers (see paragraph 13, childcare vouchers). In particular:

(a) Benefits in kind such as life insurance and health insurance shall continue;

(b) Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 11, Annual leave); and

(c) Pension benefits shall continue (see paragraph 12, Pensions).

11. Annual leave

11.1 All staff continue to accrue annual leave during maternity leave at the rate provided under your contract of employment.

Teachers

11.2 The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during academy closure periods.

11.3 Your accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after your maternity leave. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the maternity leave period. However, on the rare occasions that there are insufficient academy 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 the Principal.

Support staff – term time only/term time plus

11.4 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 academy closure periods.

11.5 Your accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after your maternity leave. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the maternity leave period. However, on the rare occasions that there are insufficient academy closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during

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term time at a time mutually agreed with your line manager and the Academy Operations Manager.

Support staff – full working year

11.6 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your maternity leave, you should ensure that you have taken the full year's entitlement before starting your maternity leave.

11.7 Any holiday entitlement that cannot reasonably be taken before starting your maternity leave may be carried over and must be taken immediately before returning to work unless your line manager agrees otherwise. Please discuss your holiday plans with your line manager in good time before starting maternity leave. All holiday dates are subject to approval by your line manager.

12. Pensions

12.1 During OML and any further period of paid maternity leave we shall continue to make any employer pension contributions that we usually make, based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Pensions Administrator directly. For teaching staff this will be Teachers' Pensions on 0845 6066166 and for support staff, this will be Avon Pension Fund on 01225 477000 or Devon Pension Fund on 01392 383000. If you are unsure of which pension, please contact HR.

12.2 During any period of unpaid maternity leave, we shall not make any employer pension contributions and the period shall not count as pensionable service. If you are a member of support staff, you may if you wish make up any contributions for the unpaid period. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits. If you are a member of teaching staff, you do not have the option of paying contributions during any period of unpaid maternity leave, but you can purchase additional pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions.

13. Childcare Vouchers

13.1 During any period of SMP or nil pay it is not possible for deductions to be made towards childcare vouchers. Childcare voucher payments may be deducted where employees are in receipt of contractual maternity pay (prior to entering the SMP entitlement) or where an employee has worked a KIT day (see paragraph 14, Keeping in touch). Childcare voucher amounts may need to be reduced due to the reduction in remuneration. If you suspend your childcare vouchers due to maternity leave you will be able to resume vouchers on your return to work so long as you are returning to the same employer and have not gone 52 consecutive tax weeks without receiving a voucher

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14. Keeping in touch

14.1 We may make reasonable contact with you, which will be sensitive to circumstances, from time to time during your maternity leave.

14.2 You may work (including attending training) for up to ten days during ordinary or additional maternity leave without bringing your maternity leave or SMP to an end. These are known as Keeping in Touch (KIT) days, the arrangements for which, would be set by agreement with your line manager. Any KIT days completed should be recorded on a 'Keeping in Touch Days Record Form' (available on ACCESS) and submitted to HR for payment purposes.

14.3 Any work you do as a KIT day, even as little as an hour for example, will be counted as a whole KIT day. They can be taken as single days, consecutive days or in blocks. Once you have used up your ten KIT days, if you do any further work you will lose a week's SMP for the week in which you have done that work.

14.4 You are not obliged to undertake any such work during maternity leave.

14.5 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 could be one of your KIT days. This may cover:

(a) Updating you on any changes that have occurred during your absence;

(b) Any training needs you might have; and

(c) Any changes to working arrangements (for example if you have made a request to work part-time)

15. Expected return date

15.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

15.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

16. Returning early

16.1 If you wish to return to work earlier than the Expected Return Date, you need to give 8 weeks' notice, If not enough notice is given, we may postpone your

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return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

17. Returning late

17.1 If you wish to return later than the Expected Return Date, you may request unpaid parental leave in accordance with section E, 'Parental Leave', giving us as much notice as possible but not less than 21 days.

17.2 Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at our discretion.

17.3 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Absence Review Policy and Procedure will apply.

17.4 In any other case, late return will be treated as unauthorised absence.

18. Deciding not to return

18.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period; otherwise we may require you to return to work for the remainder of the notice period.

18.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

18.3 This does not affect your right to receive SMP.

18.4 If you have been in receipt of AMP please refer to section 9.2 for teachers and section 9.5 for support staff.

19. Your rights when you return

19.1 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.

19.2 However, if you have taken any period of AML 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.

20. Requests to change your working pattern

20.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis.

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There is no right to insist on working part-time, but you do have a statutory right to request flexible working. We will consider your request in accordance with the provisions of this statutory right, bearing in mind the needs of our organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

21. Miscarriage / still births

21.1 Miscarriage or stillbirth at or after the start of the sixteenth week before the EWC is treated as a confinement and the entitlement to maternity pay and leave will be the same as for a live birth. Where a miscarriage or stillbirth occurs before this date, the procedures relating to sickness absence will apply, however, will be viewed as pregnancy related absence,

21.2 In such cases, individuals may wish to contact the counselling service available via the Trust's employee assistance programme

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Section C: Paternity leave and pay

1. Introduction

1.1 This section sets out employees' entitlement to paternity leave and pay.

2. Entitlement

2.1 Certain employees can take paternity leave in relation to the birth or adoption of a child. Both men and women can request paternity leave. However, in adoption cases paternity leave is not available to an employee who also decides to take adoption leave. Further details of adoption leave are set out in section D, Adoption Leave and Pay.

3. Paternity leave – timing and eligibility

3.1 PL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.

3.2 PL can be taken from the date of the child's birth or adoption placement, but must end:

(a) In birth cases, within 56 days' of the child's birth, or if they were born before the first day of the Expected week of Childbirth, within 56 days' of the first day of the Expected Week of Childbirth.

(b) In adoption cases, within 56 days' of the child's placement.

3.3 You are entitled to PL if you meet all the following conditions:

(a) You have been continuously employed by us for at least 26 weeks' ending with:

(b) In birth cases, the 15th week before the Expected Week of Childbirth.

(c) In adoption cases, the week in which you or your partner are notified by an adoption agency that you/they have been matched with a child.

(d) You:

(i) Are the biological father of the child; or

(ii) Have been matched with a child by an adoption agency;

(iii) Are the spouse, civil partner or partner of the child's mother; or

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(iv) Are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency.

(e) You:

(i) Expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or

(ii) Are the child's biological father and you expecting to have some responsibility for the child's upbringing.

(iii) Are taking leave for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

4. Notification Paternity Leave

4.1 If you are eligible and wish to take PL in relation to a child's birth or the adoption of a child, you must give us notice in writing of your intention to do so by the end of the Qualifying Week, or if this is not possible, as soon as you can.

4.2 You must confirm using the Trust Paternity Leave Request Form (available on ACCESS):

(a) The Expected Week of Childbirth, or the date on which you and your partner were notified of having been matched with the child, together with the Expected Placement Date;

(b) Whether you intend to take one week's leave or two consecutive weeks' leave;

(c) When you would like to start your leave. You can state that your leave will start on:

(d) The day of the child's birth or the day on which the child is placed with you or the adopter

(e) A day which is a specified number of days after the child's birth or placement; or

(f) A specific date later than the first date of the Expected Week of Childbirth or the Expected Placement Date

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4.3 We may require a signed declaration from you that you are taking PL to care for the child or to support the child's mother or your partner in caring for the child.

5. Changing the dates of Paternity Leave

5.1 Where you are to take PL in respect of a child's birth or adoption, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 4. This notice should be given:

(a) Where you wish to vary your leave to start on the day of the child's birth/placement, at least 28 days' before the first day of the Expected Week of Childbirth/Expected Placement Date, where practicable.

(b) Where you wish to vary your leave to start a specified number of days after the child's birth/placement, at least 28 days' (minus the specified number of days) before the first day of the Expected Week of Childbirth/Expected Placement Date, where practicable.

(c) Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days' before that date.

5.2 If you are unable to give us 28 days' written notice of the wish to vary the start of your leave as set out above, you should give us written notice of the change as soon as you can.

6. Contractual Paternity Pay

6.1 Contractual Paternity Pay is up to one week with full pay and must be taken as one period at a time mutually agreed.

6.2 In many cases, employees will take two weeks PL, the first week being paid Contractual Paternity Pay and the second week, being paid Statutory Paternity Pay (see below).

7. Statutory Paternity Pay (SPP)

7.1 If you take PL in accordance with this policy, you will be entitled to statutory paternity pay (SPP) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.

7.2 SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please visit www.gov.uk/paternity-pay-leave or contact the HR Team.

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8. Terms and conditions during Paternity Leave

8.1 All the terms and conditions of your employment remain in force, except for the terms relating to pay during PL. In particular:

(a) Benefits in kind such as life insurance and health insurance shall continue;

(b) Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 9, Annual leave); and

(c) Pension benefits shall continue (see paragraph 10, Pensions).

(d) If you are in receipt of childcare vouchers and elect to take SPP you should speak to the HR team to check your entitlement.

9. Annual leave

9.1 All staff continue to accrue annual leave during paternity leave at the rate provided under your contract of employment.

Teachers

9.2 The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during academy closure periods.

9.3 Your accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after your paternity leave. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the paternity leave period. However, on the rare occasions that there are insufficient academy 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 line manager.

Support staff – term time only/term time plus

9.4 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 academy closure periods.

9.5 Your accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after your paternity leave. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the paternity leave period. However, on the rare occasions that there are insufficient academy closure periods to accommodate your outstanding

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annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed.

Support staff – full working year

9.6 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your paternity leave, you should ensure that you have taken the full year's entitlement before starting your paternity leave.

9.7 Any holiday entitlement that cannot reasonably be taken before starting your leave may be carried over and must be taken immediately before returning to work unless your line manager agrees otherwise. Please discuss your holiday plans with your line manager in good time before starting PL. All holiday dates are subject to approval by your line manager.

10. Pensions

10.1 During any period of paid paternity leave we shall continue to make any employer pension contributions that we usually make, based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Pensions Administrator directly. For teaching staff this will be Teachers' Pension and for support staff, this will be either Avon Pension Fund or Devon Pension Fund. If you are unsure of which pension please contact HR.

11. Keeping in touch during APL

11.1 We may make reasonable contact with you from time to time, which will be sensitive to the circumstances, during your APL however you are not obliged to undertake your normal work during paternity leave. 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 on your return.

12. Returning to work

12.1 You are entitled to return to work following PL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

12.2 However, if you have taken paternity leave straight after or straight before a period of parental leave of more than four weeks, and it is not reasonably practicable for us to allow you to return to the same job, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

12.3 If you are also taking shared parental leave in respect of the same child, see section F for information about rights on return to work.

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13. Requests to change your working pattern

13.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with our Flexible Working Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.

14. Deciding not to return

14.1 If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement.

15. Time off to accompany for antenatal care

15.1 Employees are entitled to take unpaid time off during your working hours to accompany a pregnant woman to up to two appointments to receive antenatal care, lasting no more than 6 and a half hours each, if you:

(i) Are the biological father of the child; or

(ii) Are the spouse or civil partner of the child's mother;

(iii) Live with the child's mother in an enduring family relationship and are not a relative; or

(iv) Are to be treated as a parent of an expected child by fertility treatment (under the assisted reproduction provisions of the Human Fertilisation and Embryology Act (HEFA) 2008); or

(v) Are a potential applicant for a parental order where a child has been conceived using the sperm or egg of your spouse, civil partner or partner and has been carried by a surrogate mother (under the HEFA 2008).

15.2 Agency workers who have completed their 12 week qualifying period in the same role, with no breaks during or between assignments and who meet the criteria above have the same right to accompany.

15.3 The appointments may include any relaxation or parenting classes but must have been made on the advice of the pregnant woman's doctor, midwife or health visitor.

15.4 If you are eligible and wish to take time off for this purpose, you must provide us with a signed "employee declaration" confirming:

(a) That you have a qualifying relationship with a pregnant woman or her expected child

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(b) That you wish to take time off to accompany the pregnant woman to an appointment to receive antenatal care which has been made on the advice of their doctor, midwife or health visitor

(c) The date and time of the appointment

15.5 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.

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Section D: Adoption leave and pay

1. Introduction

1.1 This section outlines the statutory rights and responsibilities of employees who adopt.

2. Entitlement to adoption leave

2.1 Adoption leave is only available if you are adopting through a UK or overseas adoption agency (for overseas adoptions see paragraph 4). It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

2.2 You are entitled to adoption leave, regardless of length of service, if you meet all the following conditions:

(a) 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.

(b) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.

(c) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

3. Notification of intention to take leave

3.1 You must give us notice in writing of the following, using our Adoption Leave Request Form (available on ACCESS):

(a) The Expected Placement Date; and

(b) Your intended start date for adoption leave (Intended Start Date) (see paragraph 6).

3.2 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.

3.3 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) A Matching Certificate from the adoption agency confirming:

i. The agency's name and address;

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ii. The date you were notified of the match;

iii. The Expected Placement Date; and

(b) Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

4. Overseas adoptions

4.1 If you are adopting a child from overseas, the following will apply:

(a) You must have received notification that the adoption has been approved by the relevant UK authority (Official Notification).

4.2 You must give us notice in writing of the following, using our Adoption Leave Request Form (available on ACCESS):

(a) Your intention to take adoption leave;

(b) The date you received Official Notification; and

(c) The date the child is expected to arrive in Great Britain.

4.3 This notice should be given as early as possible but in any case within 28 days' of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks' of starting employment).

4.4 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.

4.5 You must also notify us of the date the child arrives in Great Britain within 28 days of that date.

4.6 We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

5. Time off for pre adoption/fostering assessment meetings

5.1 You will be granted up to five days paid leave (pro-rata for part time employees) in order to attend pre-adoption/fostering assessment meetings.

5.2 We may ask you for proof, for example letters, of your attendance at assessment meetings.

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6. Starting adoption leave

6.1 Occupational adoption leave (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.

6.2 You must notify us of your Intended Start Date in accordance with paragraph 3. 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).

6.3 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.

6.4 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.

6.5 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, daily brief, training and work-related social events.

7. Statutory Adoption Pay

7.1 Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:

(a) You have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;

(b) Your average weekly earnings during the eight weeks ending with the Qualifying Week (The Relevant Period) are not less than the lower earnings limit set by the Government; and

(c) You have given us the relevant notifications under paragraph 3.

7.2 SAP is paid at a Prescribed Rate which is set by the Government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

7.3 SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

7.4 If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified

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by an agency that you have been matched with a child. In such cases, SAP shall start:

(a) 14 days before the Expected Placement Date; or

(b) The day after your employment ends,

(c) whichever is the later.

7.5 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.

8. Contractual Adoption Pay

Teachers

8.1 Teaching staff with at least twelve months continuous service at the 11th week before the expected week of placement will be entitled to receive contractual adoption pay as follows, in addition to payments set out in 8:

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

8.2 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 refund the additional amount paid to you above your statutory entitlement for this period.

8.3 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.

Support staff

8.4 Support staff with twelve months continuous service at the 11th week before the Expected Week of Placement, will be entitled to receive contractual adoption pay as follows, in addition to payments set out in 7:

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Weeks 1 – 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

8.5 You must return to your job for at least 3 months 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 additional amount paid to you above your statutory entitlement for this period.

8.6 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.

9. Terms and conditions during OAL and AAL

9.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay including childcare vouchers (see paragraph 12, childcare vouchers). In particular:

(a) Benefits in kind such as life insurance and health insurance shall continue;

(b) Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 10, Annual leave); and

(c) Pension benefits shall continue (see paragraph 11, Pensions).

10. Annual leave

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

Teachers

10.2 The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during academy closure periods.

10.3 Your accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after your adoption leave. Usually, there will be sufficient time within the academy 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 academy 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 the Principal.

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Support staff – term time only/term time plus

10.4 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 academy closure periods.

10.5 Your accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after your adoption leave. Usually, there will be sufficient time within the academy 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 academy 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 your line manager and Academy Operations Manager.

Support staff – full working year

10.6 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your adoption leave, you should ensure that you have taken the full year's entitlement before starting your paternity leave.

10.7 Any holiday entitlement that cannot reasonably be taken before starting your leave may be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your line manager in good time before starting AL. All holiday dates are subject to approval by your line manager.

11. Pensions

11.1 During OAL and any further period of paid adoption leave we shall continue to make any employer pension contributions that we usually make, based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Pensions Administrator directly. For teaching staff this will be Teachers' Pensions and for support staff, this will be Avon Pension Fund or Devon Pension Fund. If you are unsure which pension please contact HR.

11.2 During unpaid AAL, we shall not make any employer pension contributions and the period shall not count as pensionable service. If you are a member of support staff, you may if you wish make up any contributions for the unpaid period. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits. If you are a member of teaching staff, you do not have the option of paying contributions during any period of unpaid AAL, but you can purchase additional pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions.

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12. Childcare Vouchers

12.1 During any period of AAL or nil pay it is not possible for deductions to be made towards childcare vouchers. Childcare voucher payments may be deducted where employees are in receipt of contractual adoption pay (prior to entering the SAP entitlement) or where an employee has worked a KIT day (see paragraph 14, Keeping in touch). Childcare voucher amounts may need to be reduced due to the reduction in remuneration. If you suspend your childcare vouchers due to adoption leave you will be able to resume vouchers on your return to work so long as you are returning to the same employer and have not gone 52 consecutive tax weeks without receiving a voucher

13. Disrupted adoption

13.1 Adoption leave is disrupted if it has started but:

(a) You are notified that the placement will not take place;

(b) The child is returned to the adoption agency after placement; or

(c) The child dies after placement.

13.2 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.

14. Keeping in touch

14.1 We may make reasonable contact with you from time to time during your adoption leave.

14.2 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 would be discussed and agreed with your line manager. Any KIT days completed should be recorded on a 'Keeping in Touch Days Record Form' (available on ACCESS) and submitted to HR for payment purposes.

14.3 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:

(a) Updating you on any changes that have occurred during your absence;

(b) Any training needs you might have; and

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(c) Any changes to working arrangements (for example, if you have made a request to work part time). See paragraph 20, 'Requests to change your working pattern'

15. Expected Return Date

15.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.

15.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise (see paragraphs 16, 17 and 18). It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

16. Returning early

16.1 If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. You must provide this notice in writing to the HR team.

16.2 If you do not give enough notice, we 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.

17. Returning late

17.1 If you wish to return later than the Expected Return Date, you should request unpaid parental leave in accordance with section E, 'Parental Leave' 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 our discretion.

17.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

17.3 In any other case, late return will be treated as unauthorised absence.

18. Deciding not to return

18.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us 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 we may require you to return to work for the remainder of the notice period.

18.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

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18.3 This does not affect your right to receive SAP.

18.4 If you have been in receipt of Contractual Adoption Pay, please refer to section 8.2 for teachers and section 8.5 for support staff.

19. Your rights when you return

19.1 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.

19.2 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.

20. Requests to change your working pattern

20.1 We 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 our Flexible Working Policy.

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Section E: Parental leave

1. Introduction

1.1 The law recognises and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

1.2 This section of the policy reflects the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

2. Entitlement to parental leave

2.1 Employees who fulfil the criteria set out in this paragraph 2.3 (below) are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. The rules on how and when parental leave can be taken are set out in paragraph 3 to paragraph 6.

2.2 Any parental leave that employees take in relation to a child while working for another employer counts towards their 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to the HR Team.

2.3 To take a period of parental leave in relation to a child, you must:

(a) Have at least one year's continuous employment;

(b) Have or expect to have responsibility for the child; and

(c) Be taking the leave to spend time with or otherwise care for the child.

2.4 You have responsibility for a child if you:

(a) Are the child's biological mother or father (whether or not you are living with the child);

(b) Are the child's adoptive parent; or

(c) Otherwise have legal parental responsibility for the child. For example, if you are the child's guardian.

3. Timing of parental leave

3.1 You can only take parental leave before the child's 18th birthday.

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3.2 You are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

3.3 Unless the leave is to be taken in respect of a child entitled to a disability living allowance, you can only take parental leave in blocks of a week's leave or a multiple of a week's leave.

4. Notification requirements

4.1 You must give notice of your intention to take parental leave in writing. The notice requirements are as follows:

(a) If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (EWC). The notice must specify the EWC and the duration of the period of leave required.

(b) If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (EWP). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.

(c) In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

4.2 If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

5. Evidential requirements

5.1 Before you take a period of parental leave under this policy, you must provide us with evidence of:

(a) Your responsibility or expected responsibility for the child;

(b) The child's date of birth or date of adoption placement; and

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(c) If applicable, the child's entitlement to a disability living allowance.

5.2 For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact the HR Team.

6. Our right to postpone parental leave

6.1 Where you give notice in accordance with paragraph 4 of your intention to take parental leave on the birth or adoption of a child, we shall not postpone that leave.

6.2 We shall not postpone parental leave if, in the case of an adopted or disabled child, the postponement would result in the leave being taken after the child's 18th birthday.

6.3 However, in any other circumstances we might postpone a proposed period of parental leave for up to six months where the leave as planned would unduly disrupt our business. We might do so, for example, where:

(a) You wish to take parental leave during a peak period;

(b) A number of employees wish to take parental leave at the same time;

(c) Your work is of importance to a time-critical project; or

(d) Cover for your work cannot be found before the date on which your parental leave is due to start.

6.4 If we decide to postpone your parental leave, we shall:

(a) Consult with you about the date to which the leave might be postponed; and

(b) No more than seven days after you gave notice of your intention to take the leave, give you written notice stating the reason for the postponement and the new beginning and end dates of the leave which we will allow you to take.

7. Terms and conditions during parental leave

7.1 Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

7.2 However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures.

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7.3 During parental leave you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

8. Pensions – teaching staff

8.1 During any period of unpaid paternity leave, we shall not make any employer pension contributions and the period shall not count as pensionable service. You do not have the option of paying contributions during any period of unpaid paternity leave, but you can purchase additional pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions.

9. Pensions – support staff

9.1 LGPS membership continues to build up during the first 30 days of any period of unpaid leave, including parental leave, as long as you make the pension contributions that you would have paid had you been at work. After the first 30 days, the period will not count as pensionable service. You may if you wish, elect to pay contributions for the period of your absence. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits.

10. Returning to work

10.1 You are normally entitled to return to work following parental leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

10.2 However, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than four weeks, or has been combined with a period of additional maternity, paternity or adoption leave. In such circumstances, we will offer you a suitable and appropriate alternative position.

10.3 We will deal with any requests by employees to change their working patterns (such as working part-time) after parental leave on a case-by-case basis, in accordance with our Flexible Working Policy. 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 flexible working requests are made as early as possible.

11. Abuse of this policy

11.1 Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue under our Disciplinary Procedure.

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Section F: Shared parental leave and pay

1. Introduction

1.1 This section outlines the arrangements for shared parental leave and pay in relation to the birth or adoption of a child.

1.2 This section applies to employees. It does not apply to agency workers or self-employed contractors.

2. What is shared parental leave?

2.1 Shared parental leave (SPL) is a form of leave available to working parents following the birth or adoption of a child. It applies in respect of children who are expected to be born or placed on or after 5 April 2015.

2.2 SPL allows parents, and partners in certain circumstances (see 3.1 below), to take up to 52 weeks leave in total on the birth or adoption of a child. Up to 50 weeks of this leave may be designated as SPL (52 weeks less two weeks compulsory maternity or adoption leave). Assuming you are both eligible, you and your partner can choose how you split that leave between you. You may be able to take this leave at the same time or at different times. You may also be able to take it in more than one block.

2.3 SPL must be taken in the first 52 weeks of the child's birth or adoption.

2.4 If you choose to take SPL then any period of maternity or adoption leave being taken in respect of the child will end.

3. Entitlement to SPL when a child is born

3.1 You are entitled to SPL in relation to the birth of a child if:

(a) you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner);

(b) you are the child's father and share the main responsibility for the care of the child with the child's mother (or your partner, if the mother is not your partner); or

(c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

3.2 The following conditions must also be fulfilled:

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(a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;

(b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and have earned at least £390 in total across any 13 of the 66 weeks; and

(c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

3.3 The total amount of SPL available is 52 weeks less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

3.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

3.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL (see section C Paternity leave and pay). Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

4. Entitlement to SPL when a child is adopted

4.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption and you intend to share the main responsibility for the care of the child with your partner.

4.2 The following conditions must be fulfilled:

(a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;

(b) your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and have earned at least £390 in total across any 13 of the 66 weeks ; and

(c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP).

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4.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay, prior to SPL commencing.

4.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see section C Paternity leave and pay). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

4.5 The total amount of SPL available is 52 weeks less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

5. Opting in to shared parental leave and pay

5.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice using the Trust Shared Parental Leave Request Form (available on ACCESS), giving the information in 5.2 or 5.3 as appropriate.

5.2 When a child is born:

(a) your name and the name of the other parent;

(b) if you are the child's mother, the start and end dates of your maternity leave;

(c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;

(d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;

(e) how much of that will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);

(f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);

(g) how much of that will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);

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(h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and

(i) declarations by you and the other parent that you meet the statutory conditions for entitlement to SPL and ShPP.

5.3 When a child is adopted:

(a) your name and your partner's name;

(b) if you are taking adoption leave, your adoption leave start and end dates;

(c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;

(d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;

(e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);

(f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);

(g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);

(h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 6 and paragraph 7 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and

(i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

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6. Notifying us of your SPL dates

6.1 Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This information can be included when completing your Shared Parental Leave Request form, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.

6.2 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

6.3 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of shared parental leave. In exceptional circumstances we may agree to accept more than three period of leave notices.

7. Procedure for requesting split periods of SPL

7.1 In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this in advance of submitting any formal period of leave notices. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

7.2 You must submit a period of leave notice in writing setting out the requested pattern of leave. This information can be given when completing your Shared Parental Leave Request form, or it can be given later, as long as it is given at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, you will be entitled to one 12-week period of leave). Alternatively, you may:

(a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or

(b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

8. Ending your maternity or adoption leave

8.1 If you choose to take SPL then the maternity or adoption leave that you, your partner or the other parent are taking will come to an end. This is called curtailment.

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8.2 If you are still on maternity leave or adoption leave, you must give us at least eight weeks' written notice to end your maternity or adoption leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity or adoption leave will end. You can give the notice before or after you give birth or your child is placed, but you cannot end your maternity or adoption leave until at least two weeks after the birth or placement.

8.3 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see clause 5 above) or a written declaration that the child's other parent or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice.

8.4 The curtailment notice is usually binding and cannot be revoked. You can only revoke a curtailment notice if maternity or adoption leave has not yet ended and one of the following applies:

(a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, you can revoke the curtailment notice in writing up to eight weeks after it was given;

(b) (birth only) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or

(c) if the other parent has died.

8.5 Once you revoke a curtailment notice you cannot submit a second curtailment notice, unless the revocation was given in the in circumstances in paragraph 8.4 (b).

9. Ending the mother's maternity leave or your partner's adoption leave

9.1 When a child is born, If you are the child's father or the mother's partner, you will only be able to take SPL once the mother has either:

(a) returned to work;

(b) given her employer a curtailment notice to end her maternity leave;

(c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or

(d) given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP).

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9.2 When a child is adopted if your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

(a) returned to work;

(b) given their employer a curtailment notice to end adoption leave; or

(c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

9.3 You should use the form at the end of the policy to give us notice of curtailment of maternity or adoption leave.

10. Evidence of entitlement

10.1 You must also provide on request:

- A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); **OR**
- One or more documents from the adoption agency showing the agency's name and address and the expected placement date; AND
- The name and address of the other parent's employer (or a declaration that they have no employer).

11. Changing the dates or cancelling your SPL

11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

11.2 You can change the dates for a period of leave by giving us at least eight weeks' notice before the original start date and the new start date.

11.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.

11.4 You can change split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date.

11.5 You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph 7.

11.6 You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.

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11.7 A notice to cancel or change a period of leave will count as one of your three period of leave notices, unless:

(a) the variation is a result of your child being born or placed earlier or later than the EWC or expected placement date;

(b) the variation is at our request; or

(c) we agree otherwise.

12. Shared parental pay

12.1 ShPP of up to 39 weeks (less any weeks of SMP or SAP claimed by you or the other parent/eligible partner) may be available provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

13. Other terms during shared parental leave

13.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

13.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your shared parental leave, you should ensure that you have taken the full year's entitlement before starting your shared parental leave. Any holiday entitlement that cannot reasonably be taken before starting your leave may be carried over 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. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your line manager in good time before starting SPL. All holiday dates are subject to approval by your line manager and the Principal for teaching staff or the Academy Operations Manager for support staff.

13.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the HR team that you wish to make up any shortfall.

14. Keeping in touch

14.1 Shortly before your SPL 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

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remain on circulation lists for internal news, daily brief, training and work-related social events.

14.2 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

14.3 You may ask or be asked to work (including attending training) on up to 20 "Shared Parental Leave-in-touch" days (SPLIT days) during your SPL. This is in addition to any “Keeping in Touch” (KIT) days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager. Any KIT days completed should be recorded on a ‘Keeping in Touch Days Record Form’ (available on ACCESS) and submitted to HR for payment purposes.

14.4 You will be paid at your normal basic rate of pay for time spent working on a SPLIT day and this will be inclusive of any shared parental pay entitlement. Alternatively, you may agree with your line manager to receive the equivalent paid time off in lieu.

15. Returning to work

15.1 If you want to end a period of SPL early, you must give us eight weeks' prior notice of the return date. You should give this notice in writing.

15.2 If you want to extend your SPL you must submit a new period of leave notice at least eight weeks before the date you were due to return to work, assuming you still have SPL entitlement remaining and have not already submitted three period of leave notices. If you are unable to request more SPL you may be able to request annual leave or ordinary parental leave (see section E), which will be subject to business need.

15.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if 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, but only in the following circumstances:

(a) if your SPL and any maternity, adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or

(b) if you took SPL consecutively with more than four weeks of ordinary parental leave (under our Parental Leave Policy).

15.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

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15.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

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