



## King's Group Academies Adoption Leave Policy

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**Date reviewed:** 14<sup>th</sup> December 2022

**Date of review:** Biennially

### 1. Introduction

1.1 This policy outlines the statutory rights and responsibilities of employees who adopt (including surrogacy cases<sup>1</sup>).

### 2. Entitlement to adoption leave

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

- (a) Ordinary adoption leave of 26 weeks (OAL)
- (b) Additional adoption leave of a further 26 weeks immediately following OAL (AAL)

2.2 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.

2.3 You are entitled to adoption leave 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).

There is no right to statutory adoption leave or pay for private adoptions or for step-parents adopting their step-children.

2.4 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

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<sup>1</sup> Please note: Every pregnant employee has the right to 52 weeks' maternity leave and to return to their job after this. The KGA Maternity and Paternity Policy will apply to surrogate mothers even if they are not genetically related to the baby and irrespective of what the birth mother does after the child is born.

surrogacy arrangement under which you will be applying for a parental order, you may also be entitled to adoption leave and pay.

- 2.5 In relation to surrogacy, you are entitled to adoption leave if all of the following conditions are met:
- (a) A surrogate mother gives birth to a child who is biologically your child, the child of your spouse or partner, or the child of both of you.
  - (b) You expect to be given parental responsibility for the child under a parental order from the court. The child must live with you and you must apply for the parental order within six months of the child's birth.

There is no right to statutory leave or pay for parents who have a child with the help of a surrogate but who are not eligible for a parental order (for example where neither of them has supplied the genetic material for the child).

### **3. Time off for adoption appointments**

- 3.1 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. These appointments must be made by an adoption agency:
- (a) So that you can have contact with that child; or
  - (b) For any other purpose connected with that adoption.
- 3.2 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 at 3.1 have the same right to attend.
- 3.3 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:
- (a) Adopting on your own; or
  - (b) Adopting as part of a couple and have been elected as the main adopter
- 3.4 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.
- 3.5 If you are eligible and wish to take time off for this purpose, you must provide us with a signed "employee declaration" addressed to the Head/Principal of your academy confirming:
- (a) 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; and
  - (b) The date and time of the appointment; and
  - (c) 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
- 3.6 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.

#### **4. Notification of intention to take leave**

- 4.1 You must give us notice in writing of:
- (a) The Expected Placement Date; and
  - (b) Your intended start date for adoption leave (Intended Start Date) (see paragraph 5).
- 4.2 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.
- 4.3 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:
  - (b) The agency's name and address;
  - (c) The date you were notified of the match;
  - (d) The Expected Placement Date; and
  - (e) Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.
- 4.4 In relation to surrogacy, you must tell us in writing of your intention to take adoption leave and give the expected week of childbirth (EWC). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as is reasonably practicable. We will write to you within 28 days of receiving your notification, to confirm your Expected Return Date assuming you take your full entitlement to adoption leave. When the child is born you must tell us the date of birth.

#### **5. Overseas adoptions**

- 5.1 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).
- 5.2 You must give us notice in writing of:
- (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.
- 5.3 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).
- 5.4 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.
- 5.5 You must also notify us of the date the child arrives in Great Britain within 28 days of that date.
- 5.6 We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

## **6. Starting adoption leave**

- 6.1 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.
- 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, job vacancies, training and work-related social events.]
- 6.6 In relation to surrogacy, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

## **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 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. Terms and conditions during OAL and AAL**

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

- (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 8, Annual leave); and
- (c) Pension benefits shall continue (see paragraph 9, Pensions).

## **9. Annual leave**

9.1 All staff continue to accrue annual leave during OAL and AAL 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 school closure periods.

9.3 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 [line manager/Head Teacher/Principal].

### 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 school closure periods.

9.5 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 Head Teacher/Principal.

### Support staff - full working year

9.6 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 holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.

## **10. Pensions**

10.1 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 on 0845 6066166 and for support staff, this will be the Local Government Pension Scheme. The contact details for your fund can be found here: <https://www.lgpsmember.org/contactfund.php>

10.2 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.

## **11. Disrupted adoption**

11.1 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.

11.2 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.

## **12. Keeping in touch**

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

12.2 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, including any additional pay, would be discussed and agreed with your Head Teacher/Principal.

12.3 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
- (c) Any changes to working arrangements (for example, if you have made a request to work part time). See paragraph 17, 'Requests to change your working pattern'

### **13. Expected Return Date**

- 13.1 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.
- 13.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise (see paragraphs, 13, 14 and 15). It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

### **14. Returning early**

- 14.1 If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing.
- 14.2 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.

### **15. Returning late**

- 15.1 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.
- 15.2 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.
- 15.3 In any other case, late return will be treated as unauthorised absence.

### **16. Deciding not to return**

- 16.1 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.
- 16.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 16.3 This does not affect your right to receive SAP.

### **17. Your rights when you return**

- 17.1 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.
- 17.2 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.

**18. Requests to change your working pattern**

- 18.1 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.

**19. Shared parental leave**

- 19.1 You may choose to end your adoption leave and take shared parental leave. See the KGA Shared Parental Leave (Adoption) Policy for further details.