Maternity, Paternity, Adoption, Parental, Shared Parental and Neonatal Leave Policy

For all schools in the Bosco Catholic Education Trust

This Policy has been approved and adopted by the Bosco Catholic Education Trust.

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A. General introduction

1. Bosco Catholic Education Trust Mission Statement

The Bosco Catholic Education Trust is a Christ-centred family of Catholic academies, within the Diocese of Arundel and Brighton, working together as one body to provide an outstanding education for all. As Catholic schools, we endeavour to develop confident, compassionate and faithful young people. Through partnership, collaboration and mutual support, we seek to enable all those entrusted to our care to become the person God called them to be.

"Serve the Lord joyfully"

2. Introduction

This policy sets out statutory and contractual rights in relation to maternity, paternity, adoption, parental l shared parental and neonatal care leave and pay for employees of Bosco Catholic Education 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.

3. Scope of the policy

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

4. Monitoring and review of the policy

This policy is reviewed and amended annually by the Trust. We will monitor the application and outcomes of this policy to ensure it is working effectively. .

5. Retention and data protection

5.1 When managing an employee's leave and pay under this policy, the Trust processes personal data collected in accordance with its data protection policy. Data collected is held securely and accessed by, and disclosed to, individuals only for the purposes of managing the leave and pay. We will comply with the requirements of the Data Protection Legislation (being (i) the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018)

5.2 Records will be kept in accordance with our Workforce Privacy Notice, our Retention and Destruction Policy and in line with the requirements of Data Protection Legislation.

6. Definitions

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 8-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
Additional Maternity Leave (AML)	a further period of up to 26 weeks' leave immediately following OML
Partner	someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle, niece or nephew
Parent	one of two people (whether of a different sex or the same sex) who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father)
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

B. Maternity Leave and Pay

1. Introduction

This section outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, including setting out the arrangements for pregnancy-related sickness, health and safety and maternity leave.

2. Notification

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

2.2 Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell your Headteacher in writing:

2.2.1 That you are pregnant

2.2.2 The Expected Week of Childbirth

2.2.3 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

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.

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.

4.2 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records 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 (once you have notified us of your pregnancy), 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 which could affect the health and safety of you or your baby. This may involve:

5.2.1 Changing your working conditions or hours of work;

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

5.2.3 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:

6.1.1 Ordinary maternity leave of 26 weeks (OML); and

6.1.2 Additional maternity leave of a further 26 weeks immediately following OML (AML); provided that you comply with the notification requirements set out in paragraph 2.

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.

7.2 You must notify your Headteacher 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:

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

7.5.2 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

7.5.3 The day after you give birth.

7.6 If you give birth before your maternity leave was due to start, you must let your Headteacher 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. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, 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:

8.1.1 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.

8.1.2 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.

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

8.1.4 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

8.1.5 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:

8.4.1 The week following the week in which employment ends; or

8.4.2 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.

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 (if eligible):

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, paid without deduction except by the extent to which the combined pay and SMP exceeds full pay.

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 amount paid to you for this period.

9.3 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

9.4 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, paid without deduction except by the extent to which the combined pay and SMP exceeds full pay.

9.5 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 amount paid to you for this period.

9.6 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.

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. In particular:

10.1.1 Benefits in kind such as life insurance and health insurance shall continue;

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

10.1.3 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 school closure periods.

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

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 school closure periods.

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

Support Staff – Full Working Year

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

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 0345 6066166 and for support staff, this will be Hampshire Pensions/West Sussex LGPS Scheme who you can email at pensions@hants.gov.uk.

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 Keeping In Touch

13.1 We may make reasonable contact with you from time to time during your maternity leave.

13.2 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, including pay, would be set by agreement with your Headteacher.

13.3 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.

13.4 KIT days are by agreement. You are not obliged to undertake any such work during maternity leave. Equally we may refuse a request from you for you to work a KIT day. In any case, you must not work during the 2 weeks following the birth of your child.

13.5 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:

13.5.1 Updating you on any changes that have occurred during your absence;

13.5.2 Any training needs you might have; and

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

14 Expected Return Date

14.1 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.

14.2 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.

15 Returning Early

15.1 If you wish to return to work earlier than the Expected Return Date, you must provide us with 21 days prior notice in writing. If not enough notice is provided, we may postpone your return date until 8 weeks after you provided us with notice, or to the Expected Return Date if sooner.

16 Returning Late

16.1 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.

16.2 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.

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

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

17 Deciding Not To Return

17.1 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.

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

17.3 This does not affect your right to receive SMP.

18 Your Rights When You Return

18.1 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.

18.2 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.

19 Requests To Change Your Working Pattern

19.1 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. 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.

20 Shared Parental Leave

20.1 In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year after birth. Your partner should check with their employer if they are eligible.

20.2 You would need to give us at least 8 weeks' written notice to end your maternity leave and opt into SPL. You can give this notice before or after the birth, but you must remain on maternity leave until at least 2 weeks after birth. You would then be able to share any remaining leave with your partner. For further information about how SPL works, see Section F.

C. Paternity Leave and Pay

1. Introduction

This section sets out employees' entitlement to accompany a pregnant woman to appointments to receive ante-natal care, paternity leave and pay. This section can apply to eligible employees of either gender for the purpose of caring for a child or supporting the child's other parent subject to the qualifying conditions as set out below.

2. Time Off To Accompany For Antenatal Care

2.1 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 (including travel and waiting time), if you:

2.1.1 Are the biological father of the child; or

2.1.2 Are the spouse or civil partner of the pregnant employee; or

2.1.3 Live with the pregnant employee in an enduring family relationship and are not a relative; or

2.1.4 The pregnant employee has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or

2.1.5 You are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

2.2 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 2.1 have the same right to accompany.

2.3 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.

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

2.4.1 That you have a qualifying relationship (see paragraph 2.1 above) with a pregnant woman or her expected child; and

2.4.2 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; and

2.4.3 The date and time of the appointment.

2.5 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.

3. Entitlement To Paternity Leave

3.1 Both men and women can request paternity leave. Certain employees can take paternity leave in relation to the birth or adoption of a child, fostering for adoption or surrogacy. In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead (see section D, Adoption Leave and Pay). Only one parent can take adoption leave, so you should discuss this with your partner. You cannot take both paternity leave and adoption leave.

3.2 In some cases, you may be eligible to opt into the shared parental leave scheme, which gives you and your partner more flexibility to share the leave and pay available in the first year.

You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave. Further details are set out in Section F, Shared Parental Leave and Pay.

4. Maternity Support Leave – Timing And Eligibility

4.1 Maternity support leave is up to one week with full pay and must be taken as one period at a time mutually agreed by you and your Headteacher.

4.2 Maternity support leave can be taken from the date of the child's birth or adoption placement, but must end:

4.2.1 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.

4.2.2 In adoption cases, within 56 days of the child's placement.

4.3 You may combine maternity support leave with up to one additional week of paternity leave (if eligible) to give a total of two weeks' paternity leave, but these must be taken as consecutive weeks.

4.4 Maternity support leave is only available if you are a member of support staff who is covered by the National Joint Council (NJC) Conditions of Service, and you are either:

4.4.1 The child's father.

4.4.2 The partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of birth.

4.5 Maternity support leave is available to both men and women. Teachers are not eligible for maternity support leave.

5 Paternity Leave – Timing And Eligibility

5.1 Paternity leave must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.

5.2 Paternity Leave can be taken from the date of the child's birth or adoption placement, or a later date of your choosing, but must end:

5.2.1 In birth cases, within 56 days' (8 weeks) 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.

5.2.2 In adoption cases, within 56 days' (8 weeks) of the child's placement.

5.3 You are entitled to paternity leave if you meet all the following conditions:

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

5.3.1.1 In birth cases, the 15th week before the Expected Week of Childbirth.

5.3.1.2 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.

5.3.2 You:

5.3.2.1 Are the biological father of the child; or

5.3.2.2 Have been matched with a child by an adoption agency; or

5.3.2.3 Have had a child placed with you by a local authority under a fostering for adoption arrangement; or

5.3.2.4 Are the spouse, civil partner or partner of the child's mother; or

5.3.2.5 Are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency; or

5.3.2.6 Your spouse, civil partner or partner is one of the child's legal parents, and you expect to obtain a parental order giving you or your partner responsibility for the child; or

5.3.2.7 Are the spouse, civil partner or partner of a child placed with you by a local authority under a fostering for adoption arrangement.

5.3.3 You:

5.3.3.1 Expect to have main responsibility (with the child's mother, or your partner) for the child's upbringing; or

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

5.3.3.3 Are taking leave for the purpose of caring for the child, or supporting the child's mother, or your partner in caring for the child.

6 Notification Of Maternity Support Leave Or Paternity Leave

6.1 If you are eligible and wish to take paternity leave or maternity support leave 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 no more than 7 days after you and/or your partner were notified of having been matched with the child, or if this is not possible, as soon as you can.

6.2 You must confirm:

6.2.1 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;

6.2.2 Whether you intend to take one week's leave or two consecutive weeks' leave;

6.2.3 Whether this will be paternity leave, maternity support leave or a combination of paternity leave and maternity support leave.

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

6.2.4.1 The day of the child's birth or the day on which the child is placed with you or the adopter;

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

6.2.4.3 A specific date later than the first date of the Expected Week of Childbirth or the Expected Placement Date

6.3 We may require a signed declaration from you that you are taking paternity leave or maternity support leave to care for the child or to support the child's other parent in caring for the child.

7 Changing The Dates Of Maternity Support Leave Or Paternity Leave

7.1 Where you are to take paternity leave 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 6. This notice should be given:

7.1.1 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.

7.1.2 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 d ay of the Expected Week of Childbirth/Expected Placement Date.

7.1.3 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.

7.2 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.

8 Statutory Paternity Pay

8.1 If you take paternity leave 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.

8.2 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 your School Business Manager

9 Terms And Conditions During Paternity Leave And Maternity Support Leave

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

9.1.1 Benefits in kind such as life insurance and health insurance shall continue;

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

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

10 Annual Leave

10.1 All staff continue to accrue annual leave during paternity leave at the rate provided under their 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 school closure periods.

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

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 school closure periods.

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

Support Staff – Full Working Year

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

11 Pensions

11.1 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' Pensions on 0845 6066166 and for support staff, this will be Hampshire Pensions/West Sussex LGPS Scheme via email, pensions@hants.gov.uk.

11.2 During any period of unpaid paternity 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 to 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 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.

12 Returning To Work

12.1 You are normally entitled to return to work following maternity support leave or paternity 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.

12.2 However, if you 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, Shared Parental Leave and Pay for information about rights on return to work.

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. This does not affect your right to receive SPP.

D. Adoption Leave and Pay

1. Introduction

This section outlines the statutory rights and responsibilities of employees who adopt, foster a child with a view to possible adoption, have a child through a surrogate mother.

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:

2.2 Ordinary adoption leave of 26 weeks (OAL)

2.3 Additional adoption leave of a further 26 weeks immediately following OAL (AAL)

2.4 Adoption leave is only available if you are a local authority foster parent who has been approved as a prospective adopter or you are adopting through a UK or overseas adoption agency (for overseas adoptions see paragraph 5). It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

2.5 You are entitled to adoption leave if you meet all the following conditions:

2.5.1 An adoption agency or a local authority has given you written notice that it has matched you with a child for adoption, or that it will be placing a child with you under a fostering for adoption arrangement and tells you the Expected Placement Date.

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

2.5.3 Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave and/or shared parental leave).

2.5.4 There is no right to statutory adoption leave or pay for private adoptions or for stepparents adopting their stepchildren.

2.6 In relation to surrogacy, you are entitled to adoption leave if all of the following conditions are met:

2.6.1 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.

2.6.2 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.

2.6.3 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:

3.2 So that you can have contact with that child; or

3.3 For any other purpose connected with that adoption.

3.4 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.

3.5 You are entitled to paid time off to attend up to five appointments, lasting no more than 6 and a half hours (including travel and waiting time) each during working hours if you are:

3.5.1 Adopting on your own; or

3.5.2 Adopting as part of a couple and have been elected as the main adopter.

3.6 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.

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

3.7.1 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

3.7.2 The date and time of the appointment; and

3.7.3 Whether you are adopting a child alone or jointly with another person; and

3.7.4 If you're adopting with another person, whether you are electing to take paid or unpaid time off.

3.8 If you are an agency worker, you may have to notify your agency as well. You should check this with the agency.

3.9 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:

4.1.1 The Expected Placement Date; and

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

4.2 This notice should be given not more than seven days after the agency or local authority 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:

4.3.1 A Matching Certificate from the adoption agency confirming:

4.3.2 The agency's name and address;

4.3.3 The date you were notified of the match;

4.3.4 The Expected Placement Date; and

4.3.5 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:

5.1.1 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:

5.2.1 Your intention to take adoption leave;

5.2.2 The date you received Official Notification; and

5.2.3 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 4. 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:

7.1.1 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;

7.1.2 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

7.1.3 You have given us the relevant notifications under paragraph 4.

7.2 SAP is calculated as follows:

7.2.1 First six weeks: SAP is paid at the Earnings-related Rate of 90% of your average earnings over the Relevant Period.

7.2.2 Remaining 33 weeks: 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:

7.4.1 14 days before the Expected Placement Date; or

7.4.2 The day after your employment ends,

7.4.3 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:

8.1.1 Benefits in kind such as life insurance and health insurance shall continue;

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

8.1.3 Pension benefits shall continue (see paragraph 10, 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 Headteacher.

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 Headteacher.

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]. You should try to limit carry over to one week's holiday or less. Carryover of more than one week is at your manager's discretion. 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. Our holiday year runs from 1 September to 31 August.

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 Hampshire Pensions/West Sussex LGPS Scheme who can be contacted at pensions@hants.gov.uk.

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 to 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 In an adoption or fostering for adoption case, adoption leave is disrupted if it has started but:

11.1.1 You are notified that the placement will not take place;

11.1.2 The child is returned to the adoption agency after placement; or

11.1.3 The child dies after placement.

11.2 In a surrogacy case, adoption leave is disrupted where you do not apply for a parental order within the relevant time, or the court does not grant a parental order and the time limit for appeal or further application has expired, or where the child dies.

11.3 In the event 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 Headteacher.

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:

12.3.1 Updating you on any changes that have occurred during your absence;
12.3.2 Any training needs you might have; and
12.3.3 Any changes to working arrangements (for example, if you have made a request to work part time). See paragraph 18, '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 In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year. Your partner should check with their employer if they are eligible.

19.2 You would need to give us at least 8 weeks' written notice to end your adoption leave and opt into SPL. You can give this notice before or after the child is placed with you, but you must take at least 2 weeks' adoption leave. You would then be able to share any remaining leave with your partner. See Section F, Shared Parental Leave, for further details.

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 your Headteacher.

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

2.3.1 Have at least one year's continuous employment;

2.3.2 Have or expect to have responsibility for the child; and

2.3.3 Be taking the leave to spend time with or otherwise care for the child.

2.4 You have responsibility for a child if you:

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

2.4.2 Are the child's adoptive parent; or

2.4.3 Otherwise have legal parental responsibility for the child. For example, if you are the child's guardian or a stepparent who has a parental responsibility agreement or parental responsibility order.

3 Timing Of Parental Leave

3.1 You can take parental leave for each child and adopted child up to their 18th birthday.

3.2 You are only entitled to take no more than 4 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 disabled child, you can only take parental leave in blocks of a week's leave or a multiple of a week's leave.

3.4 For the purposes of this policy, a disabled child means a child who is entitled to a disability living allowance, armed forces independence allowance or personal independence payment.

4 Notification Requirements

4.1 You must give your Headteacher notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:

4.1.1 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.

4.1.2 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.

4.1.3 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 paternity leave, it would be helpful if you could give your Headteacher 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 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:

5.1.1 Your responsibility or expected responsibility for the child, such as a birth certificate, adoption or matching certificate, parental responsibility agreement or court order; and

5.1.2 The child's date of birth or date of adoption placement.

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

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 the postponement would result in the leave being taken after the child's 18th birthday.

6.3 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:

6.3.1 You wish to take parental leave during a peak period;

6.3.2 A number of employees wish to take parental leave at the same time;

6.3.3 Your work is of importance to a time-critical project; or

6.3.4 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:

6.4.1 Consult you about the date to which the leave might be postponed; and

6.4.2 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.

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 parental 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 parental 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 may 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 on no less favourable terms.

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.

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.

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.

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. You may be able to take this leave at the same time or at different times. Up to 50 weeks of this leave may be designated as SPL. 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:

3.1.1 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);

3.1.2 you are the child's father and share the main responsibility for the care of the child with the child's mother; or

3.1.3 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:

3.2.1 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;

3.2.2 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 had average weekly earnings of at least £30 during 13 of those weeks; and

3.2.3 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, or where a child is placed with you and/or your partner as foster parents with a view to possible adoption. You must 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:

4.2.1 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;

4.2.2 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 had average weekly earnings of at least £30 during 13 of those weeks; and

4.2.3 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).

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.

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 giving the information in 5.2 or 5.3 as appropriate.

5.2 When a child is born:

5.2.1 your name and your partner’s name;

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

5.2.3 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;

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

5.2.5 how much of the available SPL 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);

5.2.6 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);

5.2.7 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);

5.2.8 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

5.2.9 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:

5.3.1 your name and your partner's name;

5.3.2 if you are taking adoption leave, your adoption leave start and end dates;

5.3.3 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;

5.3.4 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;

5.3.5 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);

5.3.6 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);

5.3.7 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);

5.3.8 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 9 and paragraph 10 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

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

6 Ending Your Maternity Or Adoption Leave

6.1 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.

6.2 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.

6.3 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.

6.4 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:

6.4.1 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;

6.4.2 (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

6.4.3 if your partner has died.

6.5 Once you revoke a curtailment notice you cannot submit a second curtailment notice, unless the revocation was given in the circumstances in paragraph 6.4.2.

7 Ending The Mother's Maternity Leave Or Your Partner's Adoption Leave

7.1 When a child is born, if you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once the mother has either:

7.1.1 returned to work;

7.1.2 given her employer a curtailment notice to end her maternity leave;

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

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

7.2 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:

7.2.1 returned to work;

7.2.2 given their employer a curtailment notice to end adoption leave; or

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

8 Evidence Of Entitlement

8.1 You must also provide on request:

8.1.1 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

8.1.2 One or more documents from the adoption agency showing the agency's name and address and the expected placement date; AND

8.1.3 The name and address of the other parent's employer (or a declaration that they have no employer).]

9 Notifying Us Of Your SPL Dates

9.1 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 can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. If the child has not been born or placed with you yet, it can state the number of days after birth or placement that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth or date of placement and wish to take SPL straight afterwards. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.

9.2 Leave must be taken in blocks of at least one week.

9.3 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.

9.4 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in Paragraph 10, below.

9.5 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 but there is no obligation for us to do so.]

10 Procedure For Requesting Discontinuous (Split) Periods Of SPL

10.1 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 with your Headteacher 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.

10.2 You must submit a period of leave notice setting out the requested pattern of leave 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:

10.2.1 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

10.2.2 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).

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 or the new start date, whichever is earlier.

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 or the new end date, whichever is earlier.

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. Since this will involve a change to the start date or end date, see Paragraph 11.2 and Paragraph 11.3 above which set out how much notice is required for the request. We will consider any such request as set out in paragraph 10.

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.

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

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

11.7.2 you are cancelling a request for discontinuous leave within 2 days of the end of the 2-week discussion period under Paragraph 10.2.

11.7.3 the variation is at our request; or

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

13.1.1 Benefits in kind such as Easit and health insurance shall continue;

13.1.2 Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 15, Annual leave); and

13.1.3 Pension benefits shall continue (see paragraph 14, Pensions).

14 Pensions

14.1 During any period of paid SPL, 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 Hampshire Pension/West Sussex LGPS Scheme via email pensions@hants.gov.uk

14.2 During any period of unpaid SPL, 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 to 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 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.

15 Annual Leave

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

Teachers

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

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

Support Staff – Term Time Only/Term Time Plus

15.4 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.

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

Support Staff – Full Working Year

15.6 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can 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 manager in good time before starting SPL. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 September to 31 August.

16 Keeping In Touch

16.1 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.

16.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. The arrangements, including pay, would be set by agreement with your line manager/headteacher/another.

16.3 KIT days are not compulsory and must be discussed and agreed with Headteacher.

17 Returning To Work

17.1 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. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

17.2 If you have unused SPL entitlement remaining and 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. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. 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.

17.3 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:

17.3.1 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

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

17.4 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.

17.5 If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract. [This will have an impact on your entitlement to occupational shared parental pay (see Paragraph 12).]

G. Neonatal Care Leave and Pay

Introduction
This section outlines the provisions for neonatal care leave and pay to support employees during such critical times.

1 Definition of neonatal care leave

1.1 Neonatal care leave is intended to support new parents of infants who require neonatal medical attention which starts within the first 28 days of birth. Under this policy, neonatal care encompasses:

1.1.1 Medical care provided to your child in a hospital setting.

1.1.2 Medical care provided to your child in any other location including:

(1) Continued medical care post-hospital discharge;

(2) Care provided under a consultant's direction; and

(3) Care which involves ongoing monitoring from healthcare professionals under the direction of the hospital in which your child was inpatient.

1.1.3 End of life or palliative care.

2 How neonatal care leave can be taken

2.1 There is the option to take neonatal care leave in two different tiers:

2.1.1 The "**Tier 1 period**" commences when your child begins receiving neonatal care and ends on the seventh day following your child's discharge. If your neonatal care leave is taken during the tier 1 period, it can be taken in one continuous block or in a number of blocks with durations of no less than 1 week at a time.

2.1.2 The "**Tier 2 period**" is any remaining time during the 68-week period following your child's birth which does not fall into the tier 1 period. Any neonatal care leave taken in the tier 2 period must be taken in one continuous block.

2.2 You do not need to have taken leave under Tier 1 to be eligible for Tier 2 leave.

3 Notification

3.1 The notice requirements differ depending on whether the period is classified as Tier 1 or Tier 2.

3.1.1 Tier 1

(1) First and foremost, we recognise that this will be a difficult time and so we ask that effort be made to follow these timelines, but understand that it may not always be reasonably practical to do so. However, for each week of leave that you wish to take in tier 1, please notify your line manager by telephone or email, preferably in advance of the week you intend to take the leave.

(2) You will also be required to complete the *Notice of entitlement and intention to take neonatal care leave form* which is available from your line manager or arrangements can be made to send a copy to employees by post or email. There is no expectation to provide this form in order to receive neonatal care leave but we do request that it is sent to us within 28 days of the first day of your neonatal care leave or as soon as reasonably practical.

3.1.2 Tier 2

(1) If you plan to, or are required to, take neonatal care leave during the tier 2 period, you will need to give notice of your intent by completing the *Notice of entitlement and intention to take neonatal care leave form* which is

available from your line manager or arrangements can be made to send a copy to employees by post or email.

(2) For a single week of neonatal care leave, where possible the form should be submitted at least 15 days before the first date that you have chosen for your leave to start, or as soon as reasonably practical where this timeline is not possible.

(3) If you are taking two or more weeks of tier 2 leave, your form should be submitted at least 28 days before the first date that you have chosen for your leave to start, or as soon as reasonably practical where this timeline is not possible.

4 Eligibility for neonatal care leave

4.1 Regardless of length of service, employees may be eligible for neonatal care leave if:

4.1.1 You are the parent of, and have or expect to have responsibility for the upbringing of, the child; or

4.1.2 You are the intended parent under a surrogacy arrangement and have or expect to have responsibility for the upbringing of, the child;

4.1.3 You are the child's adopter or prospective adopter via a UK adoption agency or an adoption from overseas;

4.1.4 You are the partner of any of the above at the date of birth or placement and will share primary responsibility for the upbringing of the child with the above.

4.2 Under this policy, partner is defined as a person of any sex who lives with the mother or prospective adopter in an enduring family relationship but is not their full or half-blood relative.

4.3 Additionally, employees must also meet the following conditions in order to be eligible under this policy:

4.3.1 The child was born on or after 6 April 2025 and received neonatal care within 28 days of birth; and

4.3.2 Neonatal care lasted at least seven continuous days (counted from the first full day after the neonatal care started); and

4.3.3 You are taking leave to care for the child; and

4.3.4 Compliance with notice and declaration requirements outlined in this policy.

5 Entitlement to neonatal care leave

5.1 Eligible employees may take one week of neonatal care leave for each full, uninterrupted week the child is in neonatal care, up to a maximum of 12 weeks. Neonatal care leave is available once a child has received neonatal care for an uninterrupted period of seven days, not counting the day on which the neonatal care starts. Leave must be taken in minimum blocks of one week. The maximum number of weeks remains the same, even if multiple children from the same pregnancy require neonatal care (e.g., twins).

5.2 In adoption cases, neonatal care leave will only be available for each uninterrupted week that the child spends in neonatal care, after the date the child was placed with you or, for adoption from overseas, after the date the child entered the UK.

5.3 Neonatal care leave must be taken within 68 weeks of the child's birth.

5.4 The right to neonatal care leave is in addition to any other statutory leave that you may be entitled to, including maternity, adoption, paternity, ordinary parental, parental bereavement, or shared parental leave (see paragraph 1 0).

6 Starting your leave

6.1 Your leave will commence on the date that you have specified in your notice, provided that it complies with the notice requirements set out in paragraph 3.

6.2 If you are in work on the same day that you give your notice, your notice will start on the following day.

6.3 If notice requirements were not able to be met, your neonatal care leave will begin on a mutually agreed day.

7 Pay during neonatal care leave

7.1 Statutory neonatal care pay

7.1.1 Eligible employees may receive statutory neonatal care pay (SNCP) as the lower of the rate currently set by the Government for the relevant tax year or 90% of your average weekly earnings (whichever is lower), subject to meeting the following specific conditions:

(1) Entitlement to take neonatal care leave;

(2) 26 weeks' of continuous employment at the end of the relevant week of pregnancy or the week in which you are notified in writing by an adoption agency of having been matched with a child;

(3) Remaining in continuous employment from the end of the relevant week (or from the child's birth if they were born before the relevant week);

(4) Your average weekly earnings exceed the lower earnings limit for national insurance contributions; and

(5) You have completed the required form to provide notice of an entitlement regarding neonatal care leave.

7.1.2 Neonatal care pay is treated as earnings and therefore is subject to PAYE and national insurance deductions.

8 Changing your leave plans

8.1 If your intentions change and you need to cancel a period of neonatal care leave which you have already notified the school about, you must inform your line manager in writing.

9 Requesting support

9.1 Employees struggling due to their child's neonatal care are encouraged to discuss their situation with their line manager or, if necessary, the headteacher.

9.2 We appreciate that these discussions will be difficult, but we encourage openness to ensure that the necessary support can be offered. Discussions will be handled with sensitivity and confidentiality.

10 Other statutory leave

10.1 The entitlement to neonatal care leave is in addition to any other statutory leave that you may be entitled to, including maternity, adoption, paternity, ordinary parental, parental bereavement, and shared parental leave.

10.2 If you have already commenced a period of statutory leave and then subsequently become eligible for neonatal care leave, or if you become eligible on the day another period of statutory leave starts, you can take your neonatal care leave following the completion of your other period of statutory leave, provided that the neonatal care leave is taken within 68 weeks of the child's birth date.

10.3 If you are within the tier 1 period of your neonatal care leave but need to begin another type of statutory leave, your neonatal care leave will pause temporarily immediately before the other statutory leave begins. You can then resume your neonatal care leave in one of two ways:

10.3.1 If you are still within tier 1 period, it will resume immediately following the end of the other statutory leave period; or

10.3.2 If you have transitioned into the tier 2 period, the remaining balance will be added to the end of the tier 2 period.

10.4 Tier 2 leave cannot overlap with any other type of statutory leave if you are aware of this overlap at the time of giving notice.

11 Changes and bereavement

11.1 Employees must inform the school of any changes in their child's care status. This includes the date that the neonatal care ends. If, after informing the school about the end of the care period, care resumes, you must keep your line manager informed of the new start and end dates.

11.2 Bereaved employees may still take accrued neonatal care leave and may be eligible for parental bereavement leave. If you have suffered a bereavement, please contact your line manager or headteacher so we can discuss other support that we may be able to offer you.

12 Employee rights and keeping in touch during leave

12.1 During neonatal care leave, terms and conditions of your contract, with the exception of normal pay, will continue. Your pay will be replaced with neonatal care pay depending on eligibility. You will continue to accrue holiday entitlement where applicable and receive pension contributions based on their normal pay if receiving paid leave. Employee pension contributions will be based on actual pay that you receive during your period of neonatal care leave.

12.2 Reasonable contact may be maintained to discuss leave arrangements and updates on developments at work.

13 Returning to work

13.1 Employees are entitled to return to the same job on the same terms and conditions after isolated neonatal care leave. If you return to work after any consecutive periods of statutory leave which exceeded 26 weeks in total, or if you took NCL following a period of ordinary parental leave of at least 4 weeks, a suitable alternative position on no less favourable terms may be offered if returning to the same job is not feasible.