



*I have come that they may have life and have it to the full
(John 10:10)*

ADOPTION POLICY

This policy is taken from the OLHOC Trust Handbook of Statutory policies and should be read in conjunction with the other policies within the document.

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ADOPTION POLICY

1. Introduction

- 1.1. This policy outlines the statutory rights and responsibilities of employees who adopt and sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK or overseas adoption agency.
- 1.2. This policy only applies to employees and does not apply to agency workers or the self-employed.
- 1.3. It is provided to all employees for guidance only. It does not form part of any individual's contract of employment with the Trust and is not intended to have contractual effect. Subject to minimum statutory requirements from time to time in force, the Trust reserves the right to vary and amend this policy and any procedure under it at any time and will notify all employees of the details of the change as soon as is reasonably practicable.

2. Eligibility for Adoption Leave

- 2.1. Adoption leave is only available to eligible employees who are adopting through a UK or overseas adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative. If you have a child placed with you under a local authority "fostering for adoption" or "concurrent planning" arrangement, or you are entering into a surrogacy arrangement under which you will be applying for a parental order, you may also be entitled to adoption leave and pay.
- 2.2. In some cases, you and your spouse, civil partner or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in the Shared Parental Leave Policy.

3. Entitlement to Adoption Leave

- 3.1. You are entitled to adoption leave if you meet the following conditions:
 - 3.1.1. You are adopting a child through a UK or overseas adoption agency;
 - 3.1.2. The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**Expected Placement Date**);
 - 3.1.3. You have notified the agency that you agree to the child being placed with you on the Expected Placement Date;
 - 3.1.4. Your spouse, civil partner or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- 3.2. The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (**OAL**) and 26 weeks' Additional Adoption Leave (**AAL**).

4. Notification Requirements

- 4.1. Not more than 7 days after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably possible), you must give the Trust notice in writing of the Expected Placement Date, and your intended start date for adoption leave (Intended Start Date).
- 4.2. The Trust will write to you within 28 days to inform you of your Expected Return Date assuming you take your full entitlement to adoption leave.
- 4.3. In addition, 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 name and date of birth of the child;
 - 4.3.4. the date you were notified of the match; and
 - 4.3.5. the EPD; and
 - 4.3.6. written confirmation that you intend to take statutory adoption pay and not statutory paternity pay.

5. Overseas Adoption

- 5.1. If you are adopting a child from overseas this policy applies with the modifications set out in this paragraph.
- 5.2. Firstly, you must have received notification that the adoption has been approved by the relevant UK authority (**Official Notification**).
- 5.3. You are then required to give the Trust notice in writing of the following:
 - 5.3.1. your intention to take adoption leave;
 - 5.3.2. the date you received Official Notification; and
 - 5.3.3. the date the child is expected to arrive in Great Britain.
- 5.4. You are required to give this notice to the Trust 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).
- 5.5. Further, you must also give the Trust 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.
- 5.6. In addition, within 28 days of the date the child arrives in Great Britain you must also notify the Trust of that date.
- 5.7. The Trust may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain and will notify of this requirement in writing if applicable.

6. Starting Adoption Leave

- 6.1. Ordinary Adoption Leave 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 the Trust of your Intended Start Date in accordance with the above provisions. The Trust will then write to you within 28 days to inform you of the date it will expect you to return to work if you take your full entitlement to adoption leave (**Expected Return Date**).
- 6.3. If you want to change your Intended Start Date, please tell the Trust in writing. You should tell the Trust as soon as you can, but wherever possible you must tell it at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). The Trust will then write to you within 28 days to inform you of your new Expected Return Date.

7. Informal Meeting Before Adoption Leave Starts

- 7.1. Shortly before your adoption leave starts, the CEO / Principal / Head Teacher or local academy Business Manager will contact you to arrange an informal meeting with you in which we shall 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.
- 7.2. You may also find this a useful opportunity to discuss any concerns questions or queries that you may have before your adoption leave commences. Unless you expressly request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

8. Entitlement to Statutory Adoption Pay

- 8.1. 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.
- 8.2. You are entitled to SAP if:
 - 8.2.1. you have been continuously employed for at least 26 weeks ending with the week in which the agency notified you that you had been matched with a child (Qualifying Week) and are still employed by the Trust during that week; and
 - 8.2.2. 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
 - 8.2.3. You have given us the relevant notification.
- 8.3. SAP is calculated as follows:
 - 8.3.1. First six weeks: SAP is paid at the Earnings-Related Rate of 90% of your average weekly earnings with no upper limit calculated over the Relevant Period;
 - 8.3.2. Remaining 33 weeks: SAP is paid at the Prescribed Rate which is set by the Government for the relevant tax year; or the Earnings-Related Rate if this is lower.
- 8.4. 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.
- 8.5. 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 and complied with the notification provisions set out in this policy.
- 8.6. In such cases, SAP shall start 14 days before the Expected Placement Date or the day after your employment ends, whichever is the later.

9. Pay Rises Before the End of Adoption Leave

- 9.1. 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.
- 9.2. In practical terms, this means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify.
- 9.3. The Trust will 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.
- 9.4. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

10. Terms and Conditions of Employment During Adoption Leave

- 10.1. All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.
- 10.2. Terms relating to pay include, but are not limited to:
 - 10.2.1. annual leave entitlement under your contract shall continue to accrue (see below); and
 - 10.2.2. pension benefits shall continue (see below).
 - 10.2.3. salary sacrifice schemes may or may not apply during the whole period of adoption leave. Please seek further details with regards to the specific terms of the scheme.

11. Annual Leave Entitlement During Adoption Leave

- 11.1. During OAL and AAL, your normal annual leave will accrue at the rate provided under your contract.
- 11.2. Annual leave entitlement cannot usually be carried over from one holiday year to the next and employees are normally required to take their holiday entitlement within the holiday year in which it accrues or forfeit any accrued but untaken holiday entitlement at the end of the holiday year.
- 11.3. However, the Trust recognises that this may operate in such a way as to unfairly disadvantage employees who elect to take the maximum statutory entitlement to adoption leave. As such, special exceptions apply in the case of adoption leave.
- 11.4. The CEO / Principal / Head Teacher or local academy Business Manager will usually hold an informal meeting to discuss the best way to manage your holiday entitlement during your proposed period of adoption leave as soon as possible after notification of your Intended Start Date. The options the Trust will consider with you may include:
 - 11.4.1. Arrangement to take the period of holiday entitlement that you would have accrued but been unable to take during that holiday year by reason of proposed adoption leave dates prior to the commencement of adoption leave;
 - 11.4.2. Arrangement to allow for an exceptional carry-over of such holiday entitlement to the following year to be taken at such time or times as the Trust's operational needs and requirements dictate;
 - 11.4.3. Discussion regarding the possibility of changing the Intended Start Date of your adoption leave voluntarily to enable you to take your holiday entitlement prior to commencing your adoption leave. If you wish to choose this option, you will be required to submit notification of intention to delay the start of your adoption leave as above within 28 days of the originally intended start date;

- 11.4.4. Discussion regarding the possibility of changing your intended adoption leave dates, voluntarily, by substituting days of AAL which are unremunerated for holiday days which will be paid at your normal rate of pay. If you wish to choose this option, you will be required to submit notification of intention to alter your Expected Return Date.
- 11.5. The Trust must in considering the alternatives with you have regard to its operational requirements, needs and demands throughout the academic term to ensure that a mutually satisfactory arrangement can be reached.

12. Pension Entitlements

- 12.1. During OAL and any further period of paid adoption leave, the Trust shall continue to make any employer contributions that it usually makes into the Teachers' Pension Scheme or the Local Government Pension Scheme, if applicable, based on what your earnings would have been if you had not been on adoption leave provided that you continue to make contributions based on the adoption pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact the relevant Pensions Administrator directly.
- 12.2. During unpaid AAL and any further period of unpaid adoption leave, the Trust will not make any payments into the Teachers' Pension Scheme or the Local Government Pension Scheme and the time shall not count as pensionable service. Members of the Teachers' Pension Scheme are not obliged to make up for any missed contributions at a later date but may do so if they wish. Staff who are members of the Local Government Pension Scheme may pay back their pension contributions for the period of unpaid adoption leave following their return to work and must inform the Trust if they intend to do this within 30 days of returning to work. If pension contributions are not paid during the unpaid period of adoption leave, this period will not count in the calculation of pensionable service.

13. Redundancy During Adoption Leave

- 13.1. In the event your post is affected by a redundancy situation occurring during your adoption leave, the Trust shall write to you to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on adoption leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

14. Disrupted Adoption

- 14.1. Adoption leave is treated as disrupted if it has started but:
- 14.1.1. you are notified that the placement will not take place;
 - 14.1.2. the child is returned to the adoption agency after placement; or
 - 14.1.3. the child dies after placement.
- 14.2. In case of disruption, your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.
- 14.3. If such circumstances arise, you are required to notify the Trust as soon as reasonably practicable so that your continued entitlement can be correctly administered for you.

15. Keeping in Touch During Adoption Leave

- 15.1. The Trust may make reasonable contact with you from time to time during your adoption leave and will continue to inform you of internal news, job vacancies and social events unless you expressly ask it not to before your leave commences.
- 15.2. You may also work (including attending training) on up to 10 usual working days during adoption leave without bringing your adoption leave or SAP to an end. This is by no means compulsory and arrangements, including any additional pay, would be set by agreement with the CEO / Principal / Head Teacher or local academy Business Manager. You will usually be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day (KIT Day) and this will be inclusive of any adoption pay entitlement. Alternatively, the Trust may agree to you receiving the equivalent time off in lieu.

16. Returning to Work

- 16.1. Shortly before you are due to return to work, the Trust may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include:
 - 16.1.1. updating you on any changes that may have occurred during your absence;
 - 16.1.2. discussing any necessary training needs; and
 - 16.1.3. discussing any changes to working arrangements (for example, if you have made a request to work flexibly - see below)
- 16.2. Once you have notified the Trust in writing of your Intended Start Date, the Trust shall send you a letter within 28 days to inform you of your Expected Return Date.
- 16.3. If your start date changes, the Trust shall write to you within 28 days with a revised Expected Return Date.
- 16.4. The Trust expects you to return on the Expected Return Date unless you tell it otherwise (see below). It is helpful to the Trust if you confirm during your adoption leave that you will be returning to work as expected.
- 16.5. 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.
- 16.6. If you do not give enough notice, the Trust may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.
- 16.7. If you wish to return later than the Expected Return Date, you should either:
 - 16.7.1. request unpaid parental leave in accordance with the Trust's parental leave policy, giving us as much notice as possible but not less than 21 days; or
 - 16.7.2. request paid annual leave in accordance with your contract, which will be at the Trust's discretion.
- 16.8. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Trust's usual sickness policy will apply.
- 16.9. [In any other case, late return will be treated as unauthorised absence and may result in disciplinary action under the Trust's Disciplinary Policy and Procedure.](#)

17. Rights on Return to Work After Adoption Leave

- 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 if you had 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 the Trust to allow you to return into the same position; it may provide you with another suitable and appropriate job on terms and conditions that are not less favourable.

18. Deciding not to Return

- 18.1. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract.
- 18.2. The amount of adoption leave left to run when you give notice, must be at least equal to your contractual notice period; otherwise, the Trust may require you to return to work for the remainder of the notice period.
- 18.3. Once you have given notice that you will not be returning to work, you cannot change your mind without the Trust's agreement.
- 18.4. This does not affect your right to receive SAP.

19. Switching to Shared Parental Leave

- 19.1. In some cases, you and your spouse, civil partner 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 spouse, civil partner or partner should check with their employer that they are eligible.
- 19.2. You would need to give the Trust 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 two weeks' adoption leave. You would then be able to share any remaining leave with your spouse, civil partner or partner.
- 19.3. Please refer to the Trust's Shared Parental Leave Policy for further details.

20. Flexible Working

- 20.1. The Trust will deal with any requests by employees to change their working patterns (such as working part-time) after adoption leave on a case-by-case basis. However, employees should note that there is no absolute right to insist on working part-time, only a statutory right to request flexible working.
- 20.2. The Trust will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business.
- 20.3. It is helpful if requests are made as early as possible.
- 20.4. Employees should refer to the Trust's Flexible Working Policy for further details.

