

# Public Document Pack

## Officer Decisions

Friday, 14th May, 2021

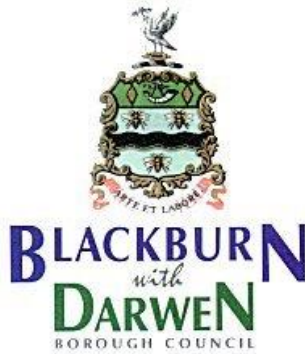
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### AGENDA

1. **Schools HR Policies Update**  
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**in-schools-v3.00-Updated-January-2021**  
**Appendix 11 Menopause Policy - v2.0 - April 2021**

Date Published: 14<sup>th</sup> May 2021  
Denise Park, Chief Executive

## RECORD OF DECISION TAKEN UNDER DELEGATED POWERS OUTLINED IN THE CONSTITUTION – Part 3 Section 16



**DELEGATED  
OFFICER DECISION  
TAKEN BY:  
PORTFOLIO  
AREA:**

**David Fairclough - Director of HR,  
Governance & Engagement**

Schools and Education

**SUBJECT: Update of Various Schools HR Policies**

### 1. DECISION

The Strategic Director Children's & Education & the Director of HR, Governance & Engagement are asked to approve the revised School Policies.

### 2. REASON FOR DECISION

These Policies have been updated to ensure that they are fit for purpose and up to date in line with employment legislation and best practice.

The changes have been consulted with key stakeholders and through the LA Schools' Policy Development Group and agreed at the Local Joint Negotiating Consultative Committee (Schools & Teaching) and included on the Directors Report.

### 3. BACKGROUND

Schools HR Policies and procedures require updating from time to time to ensure they remain accurate and reflect current legislation and good practice. In updating the policies and procedures, senior Education department staff, Schools, and trades unions are consulted. Over recent months the following policies and procedures have been agreed for update.

Summary details of all the Policies reviewed and updated as appropriate are set out below.

#### **Probationary Policy** (Appendix 1)

This is a new policy for schools and has been developed to support schools with understanding and following the requirements of the probation period for support staff. The aim of the probationary period is to ensure that new appointees can meet the basic requirements of the role to the standards expected. New appointees will be subject to the satisfactory completion of the probationary period, normally 6 months, in which the new appointee must demonstrate suitability for the post including the core aptitudes, behaviours and ethos detailed in the School's Mission Statement.

In developing the policy, account has been taken of best practice and current employment legislation. It is important to ensure that new employees to the school are provided with the appropriate induction to support them to settle into their new role so they can effectively perform their duties and responsibilities as quickly as possible. The policy supports both the employee and

the school in monitoring progress in that reviews are conducted and any improvements highlighted to allow the new employee time to meet the standards required.

### **Paternity Policy** (Appendix 2)

This policy was reviewed and no amendments were required. The LA has a responsibility to review all policies and guidance regularly in order to ensure they remain up to date and contain current information. Evidence that this review has been undertaken is reflected in the date displayed on the document and the review is noted at the Local Joint Negotiating Consultative Committee (Schools & Teaching). The wording remains in line with guidance and best practice.

### **Shared Parental Leave Policy** (Appendix 3)

The LA's revised statutory policy now includes an update on those who are using a surrogate parent and what procedure needs to be followed to make an application for leave. The wording of the policy has also been changed to reflect the wording on the Government website and make it easier to read/understand.

### **Bribery Act Statement** (Appendix 4)

This statement was reviewed and no amendments were required. The wording remained in line with guidance and best practice. Please see above regarding the LA's responsibility to review policies and guidance.

### **Continuous Professional Development Policy** (Appendix 5)

This policy was reviewed and no amendments were required. The wording remains in line with guidance and best practice.

### **Cycle to Work Policy and FAQ's** (Appendix 6)

This policy was reviewed and amendments were made to the process these included

- There is no longer an upper limit on the hire agreement value.
- At the end of the hire period you can decide to have an extension to the hire period of up to 3 years by paying a small refundable deposit (with an option to retain ownership at the end of that period); this has increased from 2.5 years to 3 years.
- Certificates will be emailed, not posted to employees.

In updating this policy this has ensured that the procedure to be followed is up to date

### **Special Leave Policy and Guidance for Teachers** (Appendix 7)

These documents were identified as requiring a review to ensure that they remained current in terms of employment legislation and best practice.

Apart from changes to ensure employment legislation was up to date there was also elements of the process contained in the Policy and this has been moved into the Guidance.

### **Code of Conduct** (Appendix 8)

This new document was requested by schools in order to support them with ensuring that they remained current in terms of employment legislation and best practice. This guidance is intended to:

- Give clear guidance to all concerned regarding appropriate conduct in the workplace;
- Enable schools to set out clear expectations of all staff in order to minimise the likelihood of misconduct in the workplace;
- Comply with legislation that affects staff employed in educational settings.

In developing the Code, account has been taken of best practice and current employment legislation. It is important to ensure that all employees are treated equally and this guidance will support equality of treatment for all.

#### **Smokefree Policy for Schools** (Appendix 9)

These documents were identified as requiring a review to ensure that they remained current in terms of employment legislation and best practice.

In updating this policy this has ensured that the procedure to be followed and the information around this procedure is up to date.

#### **Fixed Term Contract Guidance (Schools)** (Appendix 10)

This new piece of guidance has been developed in order to support schools with understanding and following the requirements of offering and ending a fixed term contract. Ending a fixed term contract is a dismissal in law and a three step dismissal process must be followed to ensure that the required statutory notice periods and any termination payments are applied. In developing the guidance, account has been taken of best practice and current employment legislation. It is important to ensure that all employees are treated equally and this guidance will support equality of treatment for all.

#### **Menopause Policy** (Appendix 11)

This is a new policy for schools and has been developed to support schools with understanding and supporting employees in the workplace who may be facing the menopause. This policy is intended to:

- Help create an environment where women feel confident enough to raise issues about their symptoms and ask for adjustments at work. The school will treat all individuals with dignity and respect during this time and to ensure that the workplace provides support that may be needed.
- Educate and inform employees and managers about the potential symptoms of menopause and how they can be supported at work.

Reduce absenteeism due to menopausal symptoms.

#### **4. OPTIONS CONSIDERED AND REJECTED**

N/A

#### **5. DECLARATION OF INTEREST**

All Declarations of Interest of the officer with delegation and the any Member who has been consulted, and note of any dispensation granted should be recorded below:

None

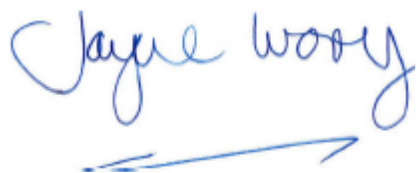
<b>VERSION:</b>	<b>4.0</b>
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<b>CONTACT OFFICER:</b>	<b>Gillian Shaw</b>
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<b>DATE:</b>	23/4/21
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<b>BACKGROUND DOCUMENTS:</b>	Appendices 1 to 12
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Signed:

A handwritten signature in blue ink, appearing to read 'Jayne Woollam', with a horizontal line underneath.

**Strategic Director Children's & Education**

**Date: 04/05/2021**

Signed:

A handwritten signature in blue ink, consisting of stylized, overlapping loops.

**Director of HR, Governance & Engagement**

**Date: 29/04/2021**



## **SCHOOLS PROBATIONARY POLICY - Support Staff**

### **1. Introduction**

Schools recognise the importance of introducing employees effectively into the organisation. Learning a new job is a challenging experience and it can take time to adjust to new colleagues and surroundings.

New appointees will be provided with an appropriate induction, the purpose of which is to support employees and help them to settle into their new role so that they can effectively perform their duties and responsibilities as quickly and as easily as possible.

The aim of the probationary period is to ensure that all employees of the School can meet the basic requirements of the role and perform to the standards expected.

New appointees will be subject to the satisfactory completion of a probationary period. This is a trial period during which time employees must demonstrate suitability for the post including the core attitudes and behaviours detailed in the School's Mission Statement and ethos.

The probationary period will normally last for 6 months, however, should an employee commence their role in the summer term, the probation would continue into the autumn term following the summer holidays.

### **2. Scope**

This policy applies to new employees to the School regardless of previous service in an educational setting. It includes those on fixed term and temporary contracts.

It does not apply to Teachers employed under the Burgundy Book, for whom separate arrangements apply, nor does it apply to existing employees transferring within the School from one role to another (unless the employee is still within an existing probationary period).

### **3. Induction**



Induction is the start of an important learning and development period for every new employee irrespective of their previous employment background.

As part of the induction process, Headteachers/Line Managers should set objectives for the new employee which will then form the basis of any future reviews/appraisals

#### **4. The Probationary Review Process**

Employees should be given a copy of the Probationary Policy at the start of their employment and Headteachers/Line-Managers should ensure that the employee understands the provisions of the policy.

During the probationary period, Headteachers/Line Managers should continually assess a new employee's performance, attendance and conduct – this includes their behaviours and attitudes.

Appropriate support, supervision and/or development should be provided and informal reviews/1-1 supervision sessions should take place at regular intervals.

It is important that Headteachers/Line Managers set work targets and explain the standards expected of the new employee at an early stage in their employment.

Review meetings should take place after 2 and 4 months of employment, or more frequently if necessary.

The emphasis is on developing good working relationships. Reviews should involve open and honest discussion about the employee's performance and Headteachers/Line Managers should clearly explain the standards required, the support and development being provided and the timescales for improvement if required.

If at any time during the probationary period there are any general issues or concerns these should be raised with the employee promptly.

The manager should consider any explanations provided by the employee and/or issues/concerns raised by them and these should be discussed and addressed appropriately.

Meetings should be clearly documented and signed by both the Headteacher/Line Manager and the employee. The employee should be given a copy of the notes and the originals placed on their personal file (see Appendix 1 – Record of Probationary Review Meeting). The record will reflect the positive achievements made during the



probationary period along with any agreed actions for dealing with any areas which fall below the standards expected.

If necessary the Headteacher/Line Manager should remind the employee of the implications if they do not achieve the required standards and refer them to the Probationary Policy. If appropriate this should be followed up in writing.

## **5. Satisfactory Completion of the Probationary Period**

Having assessed the employee's performance during the probationary period in accordance with this policy, if the Headteacher/Line Manager's view is that the employee has satisfactorily completed their probationary period this must be confirmed in writing to them (see Appendix 2 – Satisfactory Completion of Probationary Period).

## **6. Concerns during the Probationary Period**

Where an employee is not meeting the required standards, despite the provision of training and supervisory support, non-confirmation in post can be considered.

Before consideration is given to not confirming an employee in post the Headteacher/Line-Manager must have met with the employee and informed them that failure to meet the required standards may result in a formal meeting being arranged and that a possible outcome of this meeting may be that they are not confirmed in post.

This discussion could be at a scheduled review meeting or through the normal 1-1 process.

The employee may wish to seek the advice of their trade union at this point.

**Performance Issues** - If the issues are performance related, a performance improvement plan should be completed (see Appendix 3 – Performance Improvement Plan).

**Attendance Issues** - If there are concerns about the employee's level of attendance the following must be considered:

- Is a referral to Occupational Health appropriate?
- What support could/should the School be providing?
- Is it possible the employee's absences may be due to a disability covered by the Equality Act?





- If the employee does have a disability what reasonable adjustments should be considered?
- Does the employee feel that there is anything the Headteacher/Line-Manager and/or the School could do to support them to improve their level of attendance?

All this information must be clearly documented.

**Conduct Issues** - Where there are issues regarding the conduct of an employee during their probationary period which cannot be treated or resolved informally, an appropriate objective investigation should be completed before any decision is taken. HR advice should be sought on how to conduct the investigation.

The action taken will be dependent on the allegations made against the employee.

In some circumstances it may be appropriate to issue an 'informal' warning or feedback file note for example, if the employee is late for work on the first or second occasion without good explanation.

In these instances, the Headteacher/Line-Manager must discuss the issues fully with the employee and warn the employee that any further occurrence may result in a formal meeting and this may lead to them not being 'confirmed in post'.

In more serious circumstances it may be appropriate to go straight to a formal meeting (following an investigation) where non confirmation in post will be considered. HR advice should be sought as to whether or not suspension would be appropriate in these types of cases.

In addition to the points above where the required improvement in conduct, work performance, level of attendance or attitudes and behaviour is not being achieved it would be appropriate at this stage for the employee to be advised that they may be accompanied at their review meetings by their trade union representative or work colleague should they wish.

Dependent on the nature of the concerns a formal meeting which may result in non-confirmation in post can be considered at any time during the probationary period. If there are significant concerns it is not essential in every case to allow the probationary period to run its full duration.

This could be for example:



- where it becomes evident that it is unlikely that the required improvement/standard will be achieved within the relevant timescales;
- where there are significant concerns with regard to the potential safety of children or vulnerable adults;
- where there is an accumulation of issues and despite discussion sufficient improvements are not being made.

HR advice should always be sought in cases where early non confirmation in post is being considered.

If an employee feels that the Probationary Policy has not been followed appropriately or they have any concerns it is their responsibility to raise this with their Headteacher/Line Manager or the next level of management. This should be done at the earliest opportunity so that the matter can be considered and resolved wherever possible.

Should the employee raise a complaint during the probationary period this will be dealt with through the school's grievance procedure. Particular consideration will be given to the specific nature of the issue being raised by the employee before deciding how to proceed. This may include the following:

- whether or not to continue with a formal meeting and consider the issues separately or;
- to suspend the formal meeting until the complaint is resolved or;
- if the issues are sufficiently related, to deal with both issues in the same process.

## **7. Extending the Probationary Period**

In some circumstances, where an employee has not achieved the standards required for the post, it may be appropriate to consider extending the probationary period - this may be for a period of up to 3 months. An extension should only be agreed, however, where the Headteacher/Line Manager reasonably believes that the employee will be able to achieve the standards required given this further time.

In exceptional circumstances further extension beyond 3 months may be agreed, however, this should only be where there are specific reasons such as:



- the individual is subject to a disciplinary investigation;
- the manager has been unable to provide specific training or support;
- the employee has a disability which is covered by the Equality Act and reasonable adjustments are still being considered/implemented.

This is not an exhaustive list. HR Advice should be sought when extending probationary periods (see Appendix 4 – Extension of the Probationary Period).

### **8. Non Confirmation in Post**

If, after review meetings, the completion of an action plan/support programme and, where appropriate, an extension to the probationary period, the employee is not meeting the required standards, then the School's Dismissal Policy should be followed.

The process will determine either that:

- no further action be taken;
- there be a further opportunity to improve performance, together with any specific recommendations
- contract of employment be terminated in accordance with the School's Dismissal Policy

This policy refers to an employee 'not being confirmed in post', however, it should be noted that this is a dismissal in law and as such the process detailed below should be followed.

HR advice should be sought before undertaking any dismissal proceedings

As with any termination of contract (other than summary dismissal for acts of gross misconduct) the standard notice periods, as stated in the Statement of Particulars, apply.

Headteacher/Line Managers should always seek HR advice prior to holding a formal meeting.

The employee must be invited, in writing, providing at least 48 hours' notice to a formal meeting to discuss the issues (see Appendix 5 – Arrangements for a Formal Meeting).



In the letter the employee should be offered the right to representation by a Trade Union Representative or work colleague, be given a summary of the main concerns, and informed that a possible outcome of the meeting may be that they are 'not confirmed in post'.

At the meeting the Headteacher/Line Manager must discuss the concerns with the employee and provide evidence of where the employee has not met the required standards.

The employee should be given the opportunity to respond to the issues/concerns raised and put forward any mitigation / justification.

This information will be considered by the Headteacher/Line Manager before any recommendation for action is made to the appropriate Officer.

If the decision is that the employee is not confirmed in post, the employee must be given the right of appeal (see Appendix 6 – Non Confirmation in Post).

In all instances the dismissal policy for the setting must be followed and any dismissal is carried out at the appropriate level and any action confirmed in writing to the employee.

## **9. Appeal**

If the employee wishes to appeal against a decision not to confirm them in post, they must do so in writing within 10 working days of receiving written notification of the decision.

The appeal must be submitted to the appropriate body in the School in which they work and must state the ground(s) for the appeal.

The employee will be invited to attend an appeal hearing which will be held within 15 working days of receipt of the written letter of appeal.

An appropriate Officer who has not been previously involved in the case will hear the appeal.

The appeal decision is final and will be confirmed in writing no later than 5 working days after the hearing.

## **10. Further Information**



If you require further advice regarding the application of this policy and guidance please contact your HR Provider.

## **11. Approving Body**

SPDG/LJNCC - Friday 11 December 2020

## Appendix 1 – Record of Probationary Review Meeting



### Record of Probationary Period Review Meeting

<b>Employee Name:</b>	<b>Job Title:</b>
<b>Headteacher/Line-Manager Name:</b>	<b>School</b>
<b>Start Date in Post:</b>	<b>Date of Probationary Review Meeting:</b>

Please highlight whether this review meeting is at:

Month 2 ☐    Month 4 ☐    Other ☐ (*please specify*): \_\_\_\_ months

*The following must be completed by the Headteacher/Line-Manager and must record what is discussed as part of the probationary review meeting including comments from the employee. A copy must be given to the employee and a copy retained on their personal file.*

Employee's achievement of standards and objectives (*please summarise the main achievements and detail any specific evidence*):

Any areas requiring improvement (*please summarise and provide any explanations, concerns or obstacles*):

Outline of employee's views on the job, work environment and working conditions:

Outline any follow-up action agreed *(NB please complete a Performance Improvement Plan if issues identified are performance related)*:

Summary of employee's overall performance including their attitude and behaviours in line with the School's Mission Statement and ethos(also include expected improvements if appropriate):

Other comments:

(At 6 months) - Is the employee's appointment to be confirmed?

Yes ☐ No ☐

If no, please give details:

Should the employee's probationary period be extended to allow time for improvement?

Yes ☐ No ☐

If yes, please specify the date on which the employee will complete the extended period. Specify the improvement required and how this will be achieved.

Revised Probationary Period End Date:

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Employee Signature:

Date:

Headteacher/Line-Manager Signature:

Date:

## Appendix 2 – Satisfactory Completion of Probationary Period



**Private and Confidential**

**Date:**  
**Your Ref:**  
**My Ref:**  
**Please ask for:**  
**Direct Dial:**

Dear (Insert Name),

### **RE: SATISFACTORY COMPLETION OF PROBATIONARY PERIOD**

Further to our meeting on (Insert Date) I am pleased to confirm that you have satisfactorily completed your probationary period.

***(Please feel free to personalise the letter further or include details of employee achievements during the probationary period).***

I would like to take this opportunity to wish you well in your ongoing career with .....School.

Yours sincerely

(Insert Name)  
On behalf of .....School



Performance Improvement Support Plan ((from date) - (to date))

Name of Employee \_\_\_\_\_

Name of Line-Manager \_\_\_\_\_

Job Title \_\_\_\_\_

Job Title \_\_\_\_\_

Area of Concern/ Current Performance Issues <i>(use specific examples where as possible)</i>	Standards Expected	Development/Support to be Provided	Monitoring <i>(who,how and when)</i>	Timescales for Improvement/ Achievement/Review	Progress Made/Standard Achieved/Date Achieved

Signed (Employee): \_\_\_\_\_

Signed (Manager): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix 4 – Extension of the Probationary Period

SCHOOL LOGO

**Private and Confidential**

**Date:**  
**Your Ref:**  
**My Ref:**  
**Please ask for:**  
**Direct Dial:**

Dear (Insert Name),

### **RE: EXTENSION OF PROBATIONARY PERIOD**

I write to confirm the outcome of your probationary meeting which was held on *(Insert Date)*. You chose /chose not to be represented by *(insert name and union/position)*. I was supported at the meeting by *(insert name/position)*.

The purpose of the meeting was to review your performance within your probationary period to determine whether you had achieved the required standards of performance in order to be confirmed in post.

During the meeting I reviewed the areas of concern which we had discussed previously and the support that we had agreed which was felt would assist you in achieving the required standards of performance. In summary the areas of concern which we discussed were:-

*(Outline areas of concern which have previously been discussed).*

During the above meeting I referred to our previous discussions regarding the above shortfalls in performance which were discussed on *(Insert Dates)*. We reviewed the support currently in place and you confirmed that this remained appropriate and would be helpful to you. Following our discussion I confirmed that your probationary period would be extended by *(insert length of extension in line with the School's Probationary Policy)* to give you additional time to meet the required standards.

I must advise you that should you be unable to meet the expected standard(s) by *(insert end date)*, a formal meeting will be held at which a recommendation may be made that you should not be confirmed in post.

I appreciate that learning a new job can be a challenging experience and that it can take time to adjust and therefore I hope the above support framework will assist you in achieving the required standards of performance. If there is anything that you wish to discuss with me or any further support that you feel you would benefit from then please do not hesitate in speaking to me.

Please sign and return the enclosed duplicate copy of this letter.

Yours sincerely

(Insert Name) on behalf of

.....School

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(Insert Employee Name)

I confirm I have received, read and understood the contents of this letter.

Name:

Signed:

Date:

**SAMPLE LETTER TO REQUEST ATTENDANCE AT A FORMAL MEETING  
(following informal reviews meeting(s)).**

**SCHOOL LOGO**

**PRIVATE AND CONFIDENTIAL**

**Date:**  
**My Ref:**  
**Please ask for:**  
**Direct Dial:**  
**Email:**

Dear (Insert Name),

**RE: REQUEST TO ATTEND PROBATIONARY MEETING**

I write to request your attendance at a formal probationary meeting, the purpose of which will be to discuss the shortfalls in your performance, understand the reasons for this and explore any support that may assist you in achieving the required standards.

We previously met informally on (Insert Dates) to discuss the areas of your role where you are not achieving the required standards. Unfortunately your performance has not achieved the required standard of performance since we met informally and therefore I have arranged a formal meeting to discuss this further with you. I have summarised below the following areas of work performance that will be discussed at the meeting:

(Outline the issues to be discussed)

The meeting will take place on (Insert Date) in (Insert Location), at (Insert Time).

You have a right to be represented at this meeting by either a Trade Union Representative or a colleague and if you wish to exercise that right, please make arrangements for them to be present. I will be accompanied by (insert name and job title).

May I remind you that you are still under the terms of your probationary period with the School you should have already received a copy of the School's Probationary Procedure, if you have not please let me know and I will ensure you are provided with a copy

I appreciate that this may be a difficult time and understand that it takes time to adjust and settle into a new role. I therefore hope that when we meet we will be able to identify and agree measures that will support you in achieving the required standards of performance.

Should you have any questions or concerns in the meantime then please do not hesitate in speaking to me on the above number.

Yours sincerely

(Insert Name) on behalf of  
School

## Appendix 6 – Non Confirmation in Post

SCHOOL LOGO

### Private and Confidential

Date:  
Your Ref:  
Please ask for:  
Direct Dial:  
Email:

Dear (Insert Name),

### RE: NON CONFIRMATION IN POST

I write to confirm the outcome of the formal probationary meeting held on **(Insert Date)**. The purpose of the meeting was to review your performance during your probationary period and determine whether you would be confirmed in post

I was supported at the meeting by **(insert name/position)** and you chose/ chose not to be represented by **(insert name/ position)**.

During the meeting we reviewed the shortfalls in your performance which we had discussed previously and the support that we had agreed which was felt would assist you in achieving the required standards of performance. In summary the areas of concern which we discussed were:-

***(Outline areas of concern which have previously been discussed).***

I confirmed during the meeting that your ***(performance/conduct/attendance - delete as appropriate)*** does not meet the required standard in the following areas:

***(Insert Detail)***

During the meeting you were given an opportunity to respond to the concerns outlined above and to put forward any justification or mitigation.

***(Insert summary of employee response and mitigation)***

Having considered the continuing shortfalls in your performance and the representations which you have put forward I informed you of my decision to recommend that you are not confirmed in post and I am writing to confirm that decision. This means that your employment will cease on **(Insert Date)**. Any outstanding monies will be paid to you in the next available pay run.

I would like to remind you that you have a right of appeal against this decision. If you wish to appeal you should do so in writing, to me, within 10 working days of receipt of this letter. You should outline the reasons for your appeal.

Please can you sign the duplicate copy of this letter as confirmation of receipt and return it to me within the next 5 working days.

I am sorry that your employment has ended in these circumstances and I would like to take this opportunity to wish you well for the future.

Yours sincerely

(Insert Name) on behalf of  
School

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(Insert Employee Name)

I confirm I have received, read and understood the contents of this letter.

Name:

Signed:

Date:



## **PATERNITY POLICY - SCHOOLS**

### **Contents**

#### **1. Introduction**

This policy is designed to ensure a fair, supportive and consistent approach in managing paternity leave requests whilst balancing the needs of the authority to provide services to the community.

It is also committed to ensuring equality and diversity across Blackburn with Darwen Borough Schools. The purpose of this policy is to provide an opportunity for our employees to integrate the development of a career with family responsibilities.

#### **2. Scope**

This policy applies to all employees in Community and Controlled schools where the Local Authority (LA) is the employer. It is also commended to all other schools in the borough.

#### **3. Roles and Responsibilities**

**Employee** – to submit their application using the standard form provided and provide notice in line with the requirements set out in section 9.

**Manager/Headteacher** –to send the application for leave and pay to your payroll provider for processing. Please be aware that you are responsible for ensuring that your payroll provider is aware of any changes in circumstances that have been notified to you by the employee.

#### **4. Eligibility**

**4.1 Entitlement to unpaid leave to attend antenatal appointments for Fathers to be, Husbands, Partners and Civil partners.**



Regardless of your length of service, from 1st October 2014 if your wife, partner or civil partner is expecting a child you will be entitled to unpaid time off to attend two ante-natal appointments with them during their pregnancy. As with Mothers-to-be attending ante-natal appointments, you must be prepared to show evidence of appointments if requested. Time off will be granted on the basis of actual time required to attend the appointment. If practicable, you must attend work prior to their appointment and return afterwards.

#### **4.2 Entitlement to Paternity Leave (Birth)**

In a birth situation, you are eligible to take either one week's leave or two consecutive weeks' leave for the purpose of caring for the child or supporting the child's mother if you:

- have been continuously employed for 26 weeks or more by the end of the 15th week before the mother's expected week of childbirth (or would have satisfied that condition but for the fact that the child was born before the end of that 15th week, was stillborn after 24 weeks of pregnancy or has died);
- are the child's biological father and have (or expects to have) responsibility for the child's upbringing, or you are the mother's husband, civil \*partner or \*partner (but not the child's biological father) and have or expect to have the main responsibility (apart from any responsibility of the mother) for the child's upbringing; and have formally notified the Council of the date on which you intend to take the paternity leave and, where applicable, have produced evidence supporting your claim for this leave.

#### **4.3 Entitlement to Paternity Leave (adoption within the UK)**

In an adoption situation, you are also entitled to one week's or two consecutive weeks' leave for the purpose of caring for the adopted child or supporting the child's adopter if you:

- have been continuously employed for a period of 26 weeks by the end of the week in which the child's adopter is formally notified by an approved adoption agency that he or she has been matched with a child for adoption;
- are married to, the civil \*partner of, or the \*partner of the child's adopter, and have or expect to have the main responsibility (apart from any responsibility of the adopter) for the child's upbringing; and
- have formally notified the Council of the date on which you intend to take paternity leave and, where applicable, have produced evidence supporting the claim for this leave.

#### **4.4 Entitlement to Paternity Leave (adoption from overseas)**

Under the Paternity and Adoption Leave (Adoption from Overseas) Regulations 2003 (SI 2003/921), you are also entitled to one week's or two consecutive weeks' leave for the purpose of caring for a child adopted from overseas or supporting the child's adopter if you:

- have been continuously employed for a period of 26 weeks ending with the week in which the child's adopter received "official notification" from the relevant domestic authority, or commencing with the week in which your employment with the employer began (to accommodate the possibility that the \*official notification may have been

received a year or more before the child enters the UK and the employee may have changed employer in this time);

- are the spouse, civil \*\*partner or partner of the child's adopter, and have or expect to have the main responsibility (apart from any responsibility of the adopter) for the child's upbringing; and
- have formally notified the Council of the date on which you intend to take paternity leave and, where applicable, has produced evidence supporting the claim for this leave.

## **5. Nominated Carer Support Leave**

If you are not eligible for the above, you may be eligible for Nominated Carer Support Leave. You are eligible to take one week's leave if you have been nominated by the mother (or father if the child is being adopted) as their primary provider of support when the baby is born or the child is placed for adoption.

## **6. Timing of Paternity Leave**

The timing of a period of leave must be such as to enable you to take your full entitlement to leave (one week's leave or two consecutive weeks' leave, as the case may be) either:

- within 56 days of the child's date of birth or, if the child was born prematurely, within the period from the actual date of birth up to 56 days after the first day of the mother's expected week of childbirth;
- in the case of a child adopted within the UK, within 56 days of the date on which the child was placed for adoption with you and/or your partner (whether that date occurs sooner or later than expected);
- in the case of a child adopted from overseas, within 56 days of the child's entry into Great Britain.

There is no provision in the Regulations for you to take less than one week's leave or less than two consecutive weeks' leave at any one time or to interrupt or foreshorten either period of leave, i.e split the leave over a number of weeks.

In a birth situation, you may choose to begin the leave from the date of the child's birth (whether this is earlier or later than expected), or from a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected) or from a predetermined date. A period of leave may start on any day of the week but must be completed within 56 days of the actual date of birth or, if the child is born prematurely, within the period from the actual date of birth up to 56 days after the first day of the expected week of birth.

In the case of a child adopted within the UK, you may choose to begin your period of leave from the date of the child's placement with the adopter (whether this is earlier or later than expected), or from a chosen number of days or weeks after the date of the child's placement (whether this is earlier or later than expected) or from a predetermined date. A period of support leave may start on any day of the week on or following the child's placement with the adopter, but must be completed within 56 days of the date on which the placement occurred.

In the case of a child adopted from overseas, you may choose to begin your period of leave from the date of the child's entry into Great Britain or from a chosen date after the child's date of entry, so long as the leave is taken in full within 56 days of the child's entry into Great Britain.

Please be aware that you are only allowed to apply for one period of leave irrespective of whether more than one child is born as a result of the same pregnancy or placed for adoption at the same time. The leave must be used to support the mother/father or to care for the new baby/adoptive. The same right to leave exists for still births if your baby is born after 24 weeks of pregnancy.

## 7. Paternity Leave Pay and Entitlement

If you have at least 26 weeks' service with the Council by the end of the 15th week, before the week the baby is due (or the week in which a match is made with a child for adoption) and you continue to work for the Council (or School) until the baby's birth or child's placement, you are entitled to:

<u>Type of Leave</u>	<u>Leave Entitlement</u>	<u>Pay Entitlement</u>
Paternity Leave	2 weeks	1 week full pay (offset against SPP) and 1 week SPP.
Nominated Carer Support Leave	1 week	1 week full pay – no entitlement to SPP

If you have less than 26 weeks' service with the Council by the end of the 15th week, before the week the baby is due (or the week in which a match is made with a child for adoption) and you continue to work for the Council (or School) until the baby's birth or child's placement, you are entitled to:

<u>Type of Leave</u>	<u>Leave Entitlement</u>	<u>Pay Entitlement</u>
Paternity Leave	1 week	1 week full pay – no entitlement to SPP

If you have at least 26 weeks' continuous local government service but less than 26 weeks' service with the Council by the end of the 15th week, before the week the baby is due (or the week in which a match is made with a child for adoption) and you continue to work for the Council (or School) until the baby's birth or child's placement, you are entitled to:

<u>Type of Leave</u>	<u>Leave Entitlement</u>	<u>Pay Entitlement</u>
Paternity Leave	2 weeks	1 week full pay and 1 week unpaid

Nominated Carer Support Leave	1 week	1 week full pay
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## **8. Shared Parental Leave (Transfer of Maternity/Adoption Leave and Pay)**

You and your partner may be able to get Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP) if you are having a baby or adopting a child. You can share up to 50 weeks of leave and up to 37 weeks of pay between you.

You need to share the pay and leave in the first year of the birth of the child or the child being placed with your family. You can use SPL to take leave in blocks separated by periods of work, or take it all at once. You can also choose to be off work together or to stagger the leave and pay.

For further information please see the Shared Parental Leave Policy.

## **9. Notice of intention to take Paternity Leave (adoption within the UK)**

You will need to inform your manager of your intention to take leave no more than seven days after the date on which the adopter is notified by an approved adoption agency that you have been matched with a child for adoption (or if it is not reasonably practicable to give notice within that seven-day period, as soon as is reasonably practicable). In doing so, employees must specify:

- when the child is expected to be placed with the adopter (or, if placement has already occurred, the date of the placement);
- whether they wish to take one or two weeks' leave; and
- when they want that leave to start

You will need to give notice of your intention to take leave by completing the relevant application form.

You may change your mind about the date on which you intend to start the leave, so long as you inform your manager of the amended start date at least 28 days before the date in question (or as soon as is reasonably practicable, if you are not in a position to give the prescribed 28 days' notice).

### **9.1 Notice of intention to take Paternity Leave (adoption from overseas)**

You will need to; within 28 days of you (the adopter) receiving the official notification (or within 28 days of the date on which -you complete 26 weeks' continuous service with the Council, whichever is later) notify your manager of:

- the date on which you (the child's adopter) received the "official notification"; and
- the date on which the child is expected to enter Great Britain.

You will then need to give your manager at least 28 days advance notice of:

- when you want your leave to start; and
- whether you wish to take one or two weeks' leave

No later than 28 days after the date the child entered Great Britain, you must inform the Council of this date. You will need to give notice of your intention to take leave by completing the relevant application form.

HR and Payroll will write to you to acknowledge your application. We recognise that the exact timing of your leave may be difficult to predict, but you should agree the dates in principle with your manager. You will be able to amend the dates if necessary by further agreement with your manager.

## 10. Terms and Conditions

### 10.1 Annual Leave

Annual leave entitlement will continue to accrue during your period of leave.

### 10.2 Pension

If you are a member of the **Local Government Pension Scheme**, the Council (or your school) will pay pension contributions based on the pay you would have received had you been at work. The contributions you pay will be based on the pay you actually receive during this time. If you have any queries or require further information with regard to your pension, you should seek advice from the LCC Pensions Service regarding your payments and membership whilst on leave. If you are a member of the **Teachers Pension Scheme**, you should seek advice from the Teachers Pension Service with regard to effects on your pension whilst on leave.

## 11. Definitions

- **EWC** – The week, during which the employee is expected to give birth.
- **SPP** - is an abbreviation for Statutory Paternity Pay.
- **1 week** is a rolling period of 7 days, this includes days when you are not scheduled to work.
- **2 weeks** is a rolling period of 14 days, this includes days when you are not scheduled to work.
- 
- **Adoption from overseas** - the adoption of a child who enters Great Britain from outside the UK in connection with or for the purposes of adoption that does not involve the placement of the child for adoption under the law of any part of the UK.
- **\* Official notification** - written notification, issued by or on behalf of the relevant domestic authority, that it is prepared to issue a certificate to the overseas authority concerned with the adoption of the child, or has issued a certificate and sent it to that authority, confirming that the adopter is eligible to adopt and has been assessed and approved as being a suitable adoptive parent. The "relevant domestic authority" in the case of an adopter to whom the Intercountry Adoption (Hague Convention)

Regulations 2003 (SI 2003/118) apply and who is habitually resident in England is the Secretary of State for Health.

- **\*\* partner** - in relation to a child's mother, means a person (whether of the same or the opposite sex) who lives with the mother and the child in an enduring family relationship, but is not the mother's father, mother, grandfather, grandmother, sister, brother, aunt or uncle.

## **12. Further Guidance**

If managers require any general advice regarding the application of policy and guidance, please contact your HR provider. If schools require specific guidance or a LA view on any aspect of policy and guidance they may contact the LA who will be happy to provide advice.

## **13. Approving Body and Date**

LJNCC (Schools) – March 2021

Review Date – March 2024

## Paternity Pay and Leave entitlement

If you have at least 26 weeks' service with your current employer by the end of the 15<sup>th</sup> week, before the week the baby is due (or the week in which a match is made with a child for adoption) and you continue to work for the School until the baby's birth or child's placement, you are entitled to:

Type of Leave	Leave Entitlement	Pay Entitlement
Paternity Leave	2 week's	1 week full pay (offset against SPP) and 1 week SPP.
Nominated Carer Support Leave	1 week	1 week's full pay – no entitlement to SPP

If you have less than 26 weeks' service with your current employer by the end of the 15<sup>th</sup> week, before the week the baby is due (or the week in which a match is made with a child for adoption) and you continue to work for the or School until the baby's birth or child's placement, you are entitled to:

Type of Leave	Leave Entitlement	Pay Entitlement
Paternity & Nominated Carers Support Leave	1 week	1 week full pay no entitlement to SPP

If you have at least 26 weeks' continuous local government service but less than 26 weeks' service with your current employer by the end of the 15<sup>th</sup> week, before the week the baby is due (or the week in which a match is made with a child for adoption) and you continue to work for the School until the baby's birth or child's placement, you are entitled to:

Type of Leave	Leave Entitlement	Pay Entitlement
Paternity Leave	2 week's	1 week full pay and 1 week unpaid.
Nominated Carer Support Leave	1 week	1 week's full pay

You will not qualify for SPP if your average weekly earnings fall below the lower earnings limit for National Insurance purposes.

You will not qualify for SPP if you are a nominated carer.

March 2021



## Paternity Leave

**Please read the paternity leave policy before you complete this form**

**Once you have completed this form;**

- **Team Member** - Please take a copy for your own records and pass the completed form to your **Manager**
- **Manager** - Please send this form to **Payroll**

Name:			
School		Payroll No:	

Your Dates for Pay and Leave	Please write your details in this column
Date baby is due/placement of adopted child	
If the baby has been born/placed for adoption, please enter the actual date of birth/date of adoption	
I would like my SPP and/or paternity leave to start on	
I want to be away from work for:	One Week <input type="checkbox"/> Two Weeks <input type="checkbox"/>
<b>LGPS Pension Members Only</b> If you have a leave of absence or additional paternity period without pay your pension benefits are not protected and you may wish to consider making additional payments to cover this. If you wish to do so please tick the box opposite and we will contact you upon your return with the amount involved.	<b>I wish to purchase additional pension</b>  Please tick <input type="checkbox"/>

Your Declaration	
Surname	
First Name(s)	
National Insurance (NI) Number	
You must be able to tick <b>ALL THREE</b> boxes to get Statutory Paternity Pay and paternity leave	I am: -The baby's biological father, or - Married to the mother, or - Living with the mother in an enduring family relationship but am not an immediate relative <span style="float: right;"><input type="checkbox"/></span> I have a responsibility for the child's Upbringing <span style="float: right;"><input type="checkbox"/></span> I will take time off work to support the Mother or care for the child <span style="float: right;"><input type="checkbox"/></span>
Signature:	Date:
Manager's Name:	Date:
Manager's Signature:	





## **Shared Parental Leave Guidance – Schools**

### **1. Aim of this Policy**

This policy relating to Shared Parental Leave enables parents to choose how to share the care of their child during the first year following birth or adoption.

### **2. Scope**

This policy applies to all employees in Community and Controlled schools where the Local Authority (LA) is the employer. It is also commended to all other schools in the borough.

### **3. Roles & Responsibilities**

Employee – You should notify the school that you wish to take Shared Parental Leave.

Headteacher (or nominated person) – You must consider all requests for Shared Parental Leave.

You should forward any relevant correspondence/forms regarding requests for Shared Parental Leave to your HR and Payroll provider as appropriate.

### **4. Matters dealt with under this policy and procedure**

- 4.1 Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year following birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for, and bond with, their child.
- 4.2 All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).
- 4.3 The school recognises that, from time to time, employees may have questions or concerns relating to their shared parental rights. It is in the school's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible.
- 4.4 This document meets the requirements of the Equality Act 2010 in relation to Race, Religion or Belief, Age, Disability, Gender, Sexual Orientation, Gender Identity,

Pregnancy and Maternity, Marriage and Civil Partnership, Carers, Human Rights and Social and Economic Deprivation discrimination.

## **5. Definitions**

SPL	Shared Parental Leave
ShPP	Shared Parental Pay
SMP	Statutory Maternity Pay
SAP	Statutory Adoption Pay
MA	Maternity Allowance

Matching Date – The date when the adoption agency told your employee that they had been matched with a child.

## **6. Eligibility**

6.1 Shared Parental Leave and Shared Parental Pay applies to eligible parents of babies born after 5th April 2015, and in relation to adoptive parents of children placed for adoption on or after 5th April 2015.

6.2 Shared Parental Leave can only be used by people that:

- share responsibility for the child at birth
- share responsibility for an adopted child

If a surrogate is being used the guidance in relation to adoption should be followed.

You're not eligible if you started sharing responsibility for the child after it was born/placed for adoption.

6.3 Additionally an employee seeking to take Shared Parental Leave must satisfy each of the following criteria:

## **If both parents want to share the SPL and ShPP**

You and your partner must:

- For birth parents have been employed continuously for at least 26 weeks by the end of the 15th week before the due date
- For adopters have been employed continuously by the same employer for at least 26 weeks by the end of the week you were matched with the child
- stay employed by the School whilst you take SPL
- each earn on average at least £120 a week

## **If the birth mother's partner wants to take the SPL and ShPP**

The mother must:

- have been working for at least 26 weeks (they do not need to be in a row) during the 66 weeks before the week the baby's due
- have earned at least £390 in total across any 13 of the 66 weeks

The mother's partner must:

- have been employed continuously by the same employer for at least 26 weeks by the end of the 15th week before the due date
- stay employed by the School whilst they take SPL
- earn on average at least £120 a week

### **If the birth mother wants to take the SPL and ShPP**

The mother's partner must:

- have been working for at least 26 weeks (they do not need to be in a row) during the 66 weeks before the week the baby's due
- have earned at least £390 in total in 13 of the 66 weeks (add up the highest paying weeks, they do not need to be in a row)

The mother must:

- have been employed continuously by the School for at least 26 weeks by the end of the 15th week before the due date
- stay employed by the School whilst they take SPL
- earn on average at least £120 a week

### **In case of adoption if only one of the parents wants to take the SPL and ShPP**

The parent who wants to take the leave and pay must:

- have been employed continuously by the same employer for at least 26 weeks by the end of the week you were matched with the child
- have stayed with the same employer while they take SPL
- earn on average at least £120 each a week

The other parent must:

- have been working for at least 26 weeks (they do not need to be in a row) during the 66 weeks before the week the child was placed with you
- have earned at least £390 in total in 13 of the 66 weeks (add up the highest paying weeks, they do not need to be in a row)
- Employees must correctly notify their Headteacher (or nominated person) of their entitlement and provide evidence as required.

## **7.0 Entitlement**

- 7.1 Eligible employees may be entitled to take up to 50' weeks Shared Parental Leave during the child's first year in their family.

- 7.2 The number of weeks an employee is entitled to should be calculated using the Mother/Adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave.
- 7.3 If they reduce their maternity/adoption leave entitlement then they and/or their partner may opt-in to the Shared Parental Leave system and take any remaining weeks as Shared Parental Leave.
- 7.4 If the Mother/Adopter is not entitled to maternity/adoption leave but is entitled to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA), they must reduce their entitlement to less than the 39 weeks.
- 7.5 If they do this, their partner may be entitled to up to 50 weeks of Shared Parental Leave. This is calculated by deducting from 52 the number of weeks of SMP, SAP or MA taken by the Mother/Adopter.

## **8. Commencing Shared Parental Leave**

- 8.1 Shared Parental Leave will generally commence on the employee's chosen start date specified in their leave booking notice, or in any subsequent variation notice (see Section 10).
- 8.2 A Mother can take Shared Parental Leave after she has taken the legally required two weeks of maternity leave immediately following the birth of the child.
- 8.3 An Adopter can take Shared Parental Leave after taking at least two weeks of adoption leave.
- 8.4 A adopting Father/Partner/Spouse can take Shared Parental Leave immediately following the placement of the child, but may first choose to exhaust any paternity leave entitlements (as the Father/partner cannot take paternity leave or pay once they have taken any Shared Parental Leave or Shared Parental Pay). For birth parents Shared Parental Leave can only commence once the Mother has taken the compulsory 2 weeks of maternity leave following the birth.
- 8.5 A Mother/Adopter's Father/Partner/Spouse can take leave while the Mother/Adopter is still using their maternity/adoption entitlements.
- 8.6 Shared Parental Leave must end no later than one year after the birth/placement of the child. Any Shared Parental Leave not taken by the first birthday or first anniversary of placement for adoption is lost.

## **9. Notification of entitlement and intention**

- 9.1 An employee entitled and intending to take Shared Parental Leave must give their Headteacher (or nominated person) notification of their entitlement and intention to take it, at least eight weeks before they can take any period of Shared Parental Leave.
- 9.2 Notification must be in writing using Appendix 1 – Notification of entitlement and intention to take Shared Parental Leave/Shared Parental Pay form.
- 9.3 The employee must also provide their Line Manager with a signed declaration using Appendix 2 – Shared Parental Leave/Shared Parental Pay Declaration.

- 9.4 The employee must provide their Headteacher (or nominated person) with a signed declaration using Appendix 3 – Shared Parental Leave Declaration (Partner).

## **10. Requesting further evidence of Eligibility**

- 10.1 The school may, within 14 days of the Shared Parental Leave entitlement notification being given, request;
- The name and business address of the partner's employer (where the employee's partner is no longer employed or is self-employed their contact details must be given instead).
  - In the case of biological parents or surrogacy, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth);
  - In the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption.
- 10.2 In order to be entitled to Shared Parental Leave, the employee must produce this information within 14 days of the employer's request.

## **11. Booking Shared Parental leave**

- 11.1 In addition to notifying the employer of entitlement to Shared Parental Leave/Shared Parental Pay, an employee must also give notice to take the leave.
- 11.2 The employee must book Shared Parental Leave by giving the correct notification at least eight weeks before the date on which they wish to start the leave.
- 11.3 An employee can submit three notifications specifying leave periods they are intending to take (see Section 7.3)
- 11.4 Each notification may contain either:
- (a) A single period of weeks of leave (continuous leave); or
  - (b) Two or more weeks of discontinuous leave, where the employee intends to return to work between periods of leave.
- 11.5 Shared Parental Leave can only be taken in complete weeks but may begin on any day of the week.
- 11.6 Once the employee's Headteacher (or nominated person) receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made.
- 11.7 An employee will be informed in writing of the decision as soon as is reasonably practicable, but no later than the 14th day after the leave notification was made.
- 11.8 The request may be granted in full or in part: for example, the school may propose a modified version of the request.

- 11.9 If a discontinuous leave pattern is refused then an employee may withdraw the request without detriment on or before the 15th day after the notification was given; or may take the total number of weeks in the notice in a single continuous block.
- 11.10 If an employee chooses to take the leave in a single continuous block, they have until the 19th day from the date the original notification was given, to choose when they want the leave period to begin.
- 11.11 The leave cannot start sooner than eight weeks from the date the original notification was submitted.
- 11.12 If an employee does not choose a start date then the leave will begin on the first leave date requested in the original notification.

## **12. Requesting a change to arranged Shared Parental Leave**

- 12.1 An employee is permitted to vary or cancel an agreed and booked period of Shared Parental Leave, provided that they advise their Headteacher (or nominated person) in writing at least eight weeks before the date of any change using Appendix 4 – Variation/Cancellation of Shared Parental Leave form.
- 12.2 Any new start date cannot be sooner than eight weeks from the date of the variation request.
- 12.3 Any variation or cancellation notification made by the employee, including notice to return to work early, will usually count as a new notification reducing the employee's right to book/vary leave by one. However, a change as a result of a child being born early, or as a result of their Headteacher (or nominated person) requesting it be changed, and the employee being agreeable to the change, will not count as further notification. Any variation will be confirmed in writing by the employee's Headteacher (or nominated person).

## **13. Statutory Shared Parental Pay (ShPP)**

- 13.1 Eligible employees may be entitled to take up to 37 weeks Shared Parental Pay while taking Shared Parental Leave. The amount of weeks available will depend on the amount by which the Mother/Adopter reduces their maternity/adoption pay period or maternity allowance period.
- 13.2 Shared Parental Pay may be payable during some or all of Shared Parental Leave, depending on the length and timing of the leave.
- 13.3 In addition to meeting the eligibility requirements for Shared Parental Leave, an employee seeking to claim Shared Parental Pay must further satisfy each of the following criteria:
- The Mother/Adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;
  - Employees must intend to care for the child during the week in which Shared Parental Pay is payable;
  - Employees must have an average weekly earnings for the period of 26 weeks leading up to and including the 15<sup>th</sup> week before the child's expected due

date/matching date are not less than the lower earnings limit in force for national insurance contributions;

- Employees must remain in continuous employment while they take SPL
- Notification must be given in accordance with the rules set out in this policy.

- 13.4 Where an employee is entitled to receive Shared Parental Pay they must, at least eight weeks before receiving any Shared Parental Pay, give their Line Manager written notice of their entitlement and a signed declaration from both themselves and their partner using Appendix 1 – Notification of entitlement and intention to take Shared Parental Leave/Shared Parental Pay form and Appendix 2 – Shared Parental Leave/Shared Parental Pay Declaration.

#### **14. Shared Parental Leave Keeping In Touch days (SPLIT days)**

- 14.1 Employees can agree to work or attend training for up to 20 days each during Shared Parental Leave.

- 14.2 An employee taking a SPLIT day will receive full pay for any day worked.

#### **15. Fraudulent Claims**

- 15.1 The school can, where there is a suspicion that fraudulent information may have been provided, or, where the school has been informed by the HMRC that a fraudulent claim was made, investigate the matter further in accordance with the School's Disciplinary Policy.

#### **16. Links to other Policies/Documents**

[Disciplinary Policy](#)

[The Shared Parental Leave Regulations 2014](#)

[The Shared Parental Pay \(General\) Regulations 2014](#)

[The Maternity and Adoption Leave \(Curtailed of Statutory Rights to Leave\) Regulations 2014](#)

#### **17. Further Guidance**

If managers require any general advice regarding the application of policy and guidance, please contact your HR provider. If schools require specific guidance or a LA view on any aspect of policy and guidance they may contact the LA who will be happy to provide advice.

#### **18. Policy Review**

This policy will be reviewed in accordance with any changes to statutory legislation and in consultation with the recognised trade unions.

#### **19. Approving Body & Date**

LJNCC (Schools) - March 2021

Review Date – March 2023



**Date:**  
**My Ref:**  
**Please Ask For:**  
**Direct Dial**  
**Email:**

Dear XXXXXX,

**RE: CONFIRMATION OF SHARED PARENTAL LEAVE**

I write to acknowledge receipt of your (insert name of form or letter) informing me of your entitlement to take Shared Parental Leave.

I am pleased to confirm your entitlement to Shared Parental Leave based on the information you provided. I wish to inform you that you are eligible for XX weeks of Shared Parental Leave and are entitled to XX weeks of Statutory Shared Parental Pay.

The expected dates of your Shared Parental Leave are XXXXXX to XXXXXX.

If you and your partner wish to vary the amount of leave and/or pay that you are each entitled to receive then you must notify your line manager in writing, giving at least 8 weeks' notice and inform us:

- (a) of any Shared Parental Leave or Pay that you or your partner have already booked
- (b) the number of weeks you are adding to your entitlement from your partner's entitlement or the number of weeks you are deducting to give to your partner
- (c) when you expect to take any additional weeks of leave.

Please note, as per the Shared Parental Leave Policy, you are entitled to submit up to three variation notifications.

You will also need to provide a declaration signed by you and your partner both consenting to the change. This can be done by completing a Shared Parental Leave Variation Form available on the HR Intranet on the HR Policies and Guidance pages.

In the meantime, if you have any questions about any aspect of your shared parental leave and/or pay entitlement, please do not hesitate to contact the HR Advice line on 01254 585905 or email [HRAdvice@blackburn.gov.uk](mailto:HRAdvice@blackburn.gov.uk).

Yours sincerely

**(Insert Name) on behalf of**  
**Blackburn with Darwen Borough Council**





## Shared Parental Leave forms (Where Shared Parental Leave is resulting from Maternity)

These are the forms needed by a mother and the person she will share Shared Parental Leave (SPL) with – known as the partner - to confirm eligibility and entitlement with their employers. The forms can also be used to confirm eligibility and entitlement to Shared Parental Pay (ShPP).

What forms need to be completed?			
	Both parents want to take SPL	Just the mother wants to take SPL	Just the partner wants to take SPL
Form 1	<b>YES</b>	<b>YES</b>	<b>YES</b>
Form 2	<b>YES</b>	<b>YES</b>	<b>NO</b>
Form 3	<b>NO</b>	<b>NO</b>	<b>YES</b>
Form 4	<b>YES</b>	<b>NO</b>	<b>YES</b>

- To learn more about Shared Parental Leave and Shared Parental Pay Please refer to the Shared Parental Leave Policy.
- You can also use the online calculator [here](#) to help you find some of the information needed to complete these forms fully.
- Please ensure you keep a copy of any completed forms.
- If you or your partner, as the mother of the child, is in receipt of Maternity Allowance (MA), you will need to notify Jobcentre Plus to curtail this entitlement.

### Key abbreviations used in these forms:

SPL	Shared Parental Leave
ShPP	Statutory Shared Parental Pay
SMP	Statutory Maternity Pay
MA	Maternity Allowance

# Form 1: Curtailment of Maternity Leave and Pay (for Mother's Employer)

## SECTION A: General (must be completed)

Please accept this as my notice to curtail my maternity leave and/or SMP. This form is accompanied by notification that either I intend to take SPL and/or ShPP or that my partner intends to take SPL and/or ShPP.

- I understand that my maternity leave will end on the date given in Section B and that my SMP will end on the date given in Section C.
- I understand that I can only reinstate my maternity leave if I revoke this notice before the curtailment date given in Section B.
- I understand that I can only reinstate any SMP that I am eligible for if I revoke this notice before the end date given in Section C.

Mother's surname	
Mother's first name(s)	
National Insurance Number	
Child's expected date of birth	
Actual date of child's birth (if born)	

## SECTION B: Curtailing maternity leave (must be completed)

Date statutory maternity leave started/is intended to start	
Date statutory maternity leave will come to an end	
Total number of weeks of statutory maternity leave that will have been taken at the date that statutory maternity leave ends	

## SECTION C: Curtailing maternity pay (only complete if claiming ShPP)

Date SMP started/is intended to start	
Date SMP will come to an end	
Total number of weeks of SMP that will have been paid at the date that SMP ends	

## SECTION D: Signature (must be completed)

Signature of mother	
Date signed	

## Form 2: Notification that Mother is intending to take SPL (for Mother's Employer)

<b>SECTION A: General (must be completed)</b>	
Please accept this as notification that I (the mother) am entitled to and intend to take SPL (and ShPP if section C is completed).	
Mother's Surname	
Mother's First name(s)	
Mother's National Insurance Number	
Partner's surname	
Partner's first name(s)	
Partner's National Insurance Number (state 'none' if no number is held)	
Partner's Address	
Child's expected date of birth	
Actual date of child's birth (if child not yet born I will provide this information as soon as reasonably practicable following birth and before I take any SPL)	
<b>SECTION B: Maternity entitlement details (all answers that apply must be completed)</b>	
Date mother started (or intends to start) statutory maternity leave	
Date mother's statutory maternity leave ended (or will end)	
Total number of weeks of statutory maternity leave that will have been taken at the date that statutory maternity leave ends	
Date mother started (or intends to start) SMP or MA	
Date mother's SMP or MA ended (or will end)	
Total number of weeks SMP or MA has been paid or will have been paid at date of curtailment	
Total number of weeks by which SMP or MA will be reduced (i.e. 39 weeks minus total number of weeks SMP or MA has been paid or will have been paid at date of curtailment)	
<b>SECTION C: Amount of SPL available (must be completed)</b>	
Total number of weeks of SPL created (52 weeks less total number of maternity weeks taken and any SPL from a previous notice and revocation)	
Total number of weeks of SPL I (the mother) intend to take	
Total number of weeks of SPL my partner intends to take	

**SECTION D: Indication of Mother's leave intentions (must be completed but is not binding)**

I (the mother) currently expect to take SPL as follows:

Note: It will usually be helpful to answer this in a "From... To..." format

**SECTION E: Amount of ShPP available (only complete if claiming ShPP)**

Total number of weeks of ShPP created (39 weeks less total number of SMP taken and any ShPP paid from a previous notice and revocation)

Total number of weeks of ShPP I (the mother) intend to take:

Total number of weeks of ShPP my partner intends to take:

I (the mother) currently expect to take ShPP as follows:

Note: It will usually be helpful to answer this in a "From... To..." format

**SECTION F: Mother's declaration (must be completed)****The following points apply in all circumstances where a mother is entitled to maternity leave:**

- I am giving notice that I am entitled to and intend to take SPL
- I have, or will have, been continuously employed for 26 weeks at the end of the 15<sup>th</sup> week before the week in which the child is due
- I will remain employed with this employer until any period of SPL that I intend to take
- I had (or will have) the main responsibility for the care of the child at the time of the child's birth (along with my partner who has made the declaration below)
- I am entitled to maternity leave, my maternity leave period is reduced and the remaining weeks are now available as SPL
- I will inform my employer immediately if I am no longer caring for my child
- I will give my employer a copy of my child's birth certificate or a declaration of the date and place of the birth where no certificate is available if my employer asks for this within 14 days of the date of this notice
- I will give my employer the name and address of my partner's employer or a declaration that they do not have an employer if my employer asks for this within 14 days of the date of this notice
- The information provided in this declaration is accurate and meets the notification requirements for SPL

**The following points only apply if Section E has been completed:**

- I am giving notice that I am entitled to and intend to take ShPP
- I have been (or will be) paid at least the Lower Earnings Limit in the 8 weeks leading up to the end of the 15<sup>th</sup> week before the expected week of childbirth
- I am entitled to SMP in respect of the birth of our child, my maternity pay period is reduced and the period that remains is available as ShPP
- I will be absent from work in each week in which I will be paid ShPP and I will be on SPL in those weeks (if entitled to SPL)
- I intend to care for my child in the weeks I receive ShPP
- I will remain employed with this employer until before the date of my first period of ShPP
- I will immediately inform the person who will be paying ShPP if I revoke the curtailment of my SMP or MA
- The information provided in this declaration is accurate

Signature of mother

Date mother signed	
<b>SECTION G: Partner's declaration (must be completed)</b>	
<ul style="list-style-type: none"> <li>• I am the father of the child, or at the date of the birth I was (or will be) the mother's spouse, the mother's civil partner and/or the mother's partner living with her and the child in an enduring relationship</li> <li>• I had (or will have) the main responsibility for the care of our child at the time of the birth (along with the child's mother)</li> <li>• I have been (or will have been) employed or self-employed in England, Scotland or Wales in 26 weeks of the 66 weeks before the expected week of birth</li> <li>• I have (or will have) earned in total at least £390* in 13 weeks of the 66 weeks before the expected week of childbirth</li> <li>• I consent to the amount of SPL which the mother intends to take, as set out in Section D above.</li> <li>• I consent to the mother's employer processing the information I have provided</li> <li>• I consent to the amount of ShPP which the mother intends to take, as set out in Section E above.</li> <li>• The information provided in this declaration is accurate</li> </ul>	
Signature of partner	
Date partner signed	

\*Figure correct as of March 2021

### Form 3: Notice confirming that Partner is taking SPL but mother is not (for Mother's Employer)

<b>SECTION A: General (must be completed)</b>	
Please accept this as notification that I (the mother) do not intend to take SPL (or ShPP where relevant) but that my partner will be.	
Mother's surname	
Mother's first name(s)	
Mother's National Insurance Number	
<b>SECTION B: Confirmation</b>	
<ul style="list-style-type: none"> <li>• I am either not entitled to SPL (or ShPP where relevant), or I do not intend to take SPL (or claim ShPP where relevant)</li> <li>• I declare that my partner has given notice to their employer to take SPL and/or ShPP.</li> <li>• I consent to my partner's intended claim for SPL and/or ShPP.</li> </ul>	
<b>SECTION C: Signature (must be completed)</b>	
Signature of mother	
Date signed	

## Form 4: Notification that Partner is intending to take SPL (for Partner's Employer)

<b>SECTION A: General (must be completed)</b>	
Please accept this as notification that I (the mother's partner) am entitled to and intend to take SPL (and ShPP if section C is completed).	
Partner's Surname	
Partner's First name(s)	
Partner's National Insurance Number	
Mother's surname	
Mother's first name(s)	
Mother's Address	
Mother's National Insurance number (State 'none' if no number is held)	
Child's expected date of birth	
Actual date of child's birth (if child not yet born I will provide this information as soon as reasonably practicable following birth and before I take any SPL)	
<b>SECTION B: Maternity entitlement details (all answers that apply must be completed)</b>	
Date mother started (or intends to start) maternity leave (if applicable)	
Date mother's maternity leave ended (or will end) (if applicable)	
Total number of weeks of maternity leave taken (or that will be taken) when maternity leave ends	
Date mother started (or intends to start) SMP or MA (if applicable)	
Date mother's SMP or MA ended (or will end) (if applicable)	
Total number of weeks SMP or MA has been paid or will have been paid at date of curtailment	
Total number of weeks by which SMP or MA will be reduced (i.e. 39 weeks minus total number of weeks SMP or MA has been paid or will have been paid at date of curtailment)	

**SECTION C: Amount of SPL available (must be completed)**

The total number of weeks of SPL created depends on the mothers leave and pay entitlements:

- If the mother was/is entitled to maternity leave and SMP/MA, the total created will be 52 weeks less any weeks maternity leave taken
- If the mother was/is entitled to maternity leave but not to SMP or MA, the total created will be 52 weeks less any weeks maternity leave taken
- If the mother was/is not entitled to maternity leave but was entitled to SMP/MA, the total created will be 52 weeks less any weeks of SMP/MA that was paid
- If the mother previously revoked her curtailment notice any SPL that was taken by the partner must be deducted

Total number of weeks of SPL created (50 max)	
---	--

Total number of weeks of SPL I (the partner) intend to take	
---	--

Total number of weeks of SPL the mother intends to take (if applicable)	
---	--

**SECTION D: Indication of Partner's leave intentions (must be completed but is not binding)**

I (the partner) currently expect to take SPL as follows:

Note: It will usually be helpful to answer this in a "From... To..." format

**SECTION E: Amount of ShPP available (only complete if claiming ShPP)**

Total number of weeks of ShPP created (39 weeks less total number of SMP/MA taken and any ShPP paid from a previous notice and revocation)	
--	--

Total number of weeks of ShPP I (the partner) intend to take:	
---	--

Total number of weeks of ShPP mother intends to take (if applicable):	
---	--

I (the partner) currently expect to take ShPP as follows:

Note: It will usually be helpful to answer this in a "From... To..." format



**SECTION F: Partner's declaration (must be completed)****The following points apply in all circumstances:**

- I am giving notice that I am entitled to and intend to take SPL
- I am the father of the child, or at the time of the birth I was (or will be) the mother's spouse, the mother's civil partner and/or the mother's partner living with her and the child in an enduring relationship
- I have been (or will be) continuously employed for 26 weeks at the end of the 15<sup>th</sup> week before the week in which the child is due
- I will remain employed with this employer until any period of SPL that I intend to take
- I had (or will have) the main responsibility for the care of our child at the time of the child's birth (along with the child's mother who has made the declaration below)
- I will give my employer a copy of my child's birth certificate or a declaration of the date and place of the birth where no certificate is available if my employer asks for this within 14 days of the date of this notice
- I will give my employer the name and address of the mother's employer or a declaration that she does not have an employer if my employer asks for this within 14 days of the date of this notice
- I will inform my employer immediately if I am no longer caring for our child or if my partner revokes her notice to curtail her maternity leave or SMP/maternity allowance period
- The information provided in this declaration is accurate and meets the notification requirements for SPL

**The following points only apply if Section E has been completed:**

- I am giving notice that I am entitled to and intend to take ShPP
- I have been (or will be) paid at least the Lower Earnings Limit in the 8 weeks leading up to the end of the 15<sup>th</sup> week before the expected week of childbirth
- I intend to care for my child in the weeks I receive ShPP
- I will be absent from work in each week in which I will be paid ShPP and I will be on SPL in those weeks (if entitled to SPL)
- I will remain employed with this employer until before the date of my first period of ShPP
- The information provided in this declaration is correct

Signature of partner

Date partner signed

**SECTION G: Mother's declaration (must be completed)****The following points apply in all circumstances:**

- I had (or will have) the main responsibility for the care of the child at the time of the birth (along with my partner who has made the declaration above)
- I am entitled to maternity leave and/or SMP or MA in respect of the child and I have curtailed (or will curtail) my entitlement to maternity leave (or I have returned to work) and/or my entitlement to SMP or MA.
- I have, or will have, been employed or self-employed in England, Scotland or Wales in 26 weeks of the 66 weeks before the expected week of childbirth
- I have (or will have) earned in total at least £390\* in 13 weeks of the 66 weeks before the expected week of birth
- I will immediately inform my partner if I revoke my notice to curtail my maternity leave or, if I am not entitled to maternity leave, my SMP or MA entitlement
- I consent to my partner's intended SPL as set out in Section D above
- I consent to my partner's employer processing the information I have provided
- The information provided in this declaration is accurate and meets the notification requirements for SPL

**The following points only apply if Section E has been completed:**

- I am entitled to SMP or MA, and I have reduced (or will reduce) the SMP or MA period and the remainder will be available as ShPP
- I consent to my partner's intended ShPP as set out in Section E above
- I will immediately inform my partner if I revoke the reduction of my SMP or MA
- I consent to the person who will pay ShPP to my partner or the child's father processing the information I have provided
- The information provided in this declaration is correct

Signature of mother

Date mother signed

\*Figure correct as of March 2021



## Shared Parental Leave Forms (For parental order parents entitled to adoption leave and/or pay - Surrogacy)

These are the forms needed by a parental order parent (POP) who is entitled to adoption leave and/or pay and the person they will share Shared Parental Leave (SPL) with – known as the partner - to confirm eligibility and entitlement with their employers. The forms can also be used to confirm eligibility and entitlement to Shared Parental Pay (ShPP). The parent entitled to adoption leave and/or pay is referred to as the 'parental order parent' in these forms.

<b>What forms need to be completed?</b>			
	Both parents want to take SPL	Just the POP wants to take SPL	Just the partner wants to take SPL
Form 1	<b>YES</b>	<b>YES</b>	<b>YES</b>
Form 2	<b>YES</b>	<b>YES</b>	<b>NO</b>
Form 3	<b>NO</b>	<b>NO</b>	<b>YES</b>
Form 4	<b>YES</b>	<b>NO</b>	<b>YES</b>

- To learn more about Shared Parental Leave and Shared Parental Pay please refer to the Shared Parental Leave Policy.
- You can also use the online calculator at <https://www.gov.uk/pay-leave-for-parents> to help you find some of the information needed to complete these forms fully.
- Please ensure you keep a copy of any completed form.

### **Key abbreviations used in these forms:**

SPL Shared Parental Leave  
ShPP Statutory Shared Parental Pay  
SAP Statutory Adoption Pay

## Form 1: Curtailment of Adoption Leave and Pay (for parental order parent's Employer)

<b>SECTION A: General (must be completed)</b>	
Please accept this as my notice to curtail my adoption leave and/or SAP. This form is accompanied by notification that either I intend to take SPL and/or ShPP or that my partner intends to take SPL and/or ShPP. I understand that my adoption leave (if eligible) will finish on the end date given in Section B and that my SAP (if eligible) will finish on the end date given in Section C, unless I revoke my notice or there is no eligibility.	
Parental order parent's surname	
Parental order parent's first name(s)	
Child's expected date of birth	
Actual date of child's birth (if born)	
<b>SECTION B: Curtailing adoption leave (must be completed)</b>	
Date statutory adoption leave started/is intended to start	
Date statutory adoption leave will come to an end	
Total number of weeks of statutory adoption leave that will have been taken at the date that statutory adoption leave ends	
<b>SECTION C: Curtailing adoption pay (only complete if claiming ShPP)</b>	
Date SAP started/is intended to start	
Date SAP will come to an end	
Total number of weeks of SAP that will have been paid at the date that SAP ends	
<b>SECTION D: Signature (must be completed)</b>	
Signature of parental order parent	
Date signed	

## Form 2: Notification that parental order parent is intending to take SPL (For parental order parent's Employer)

<b>SECTION A: General (must be completed)</b>	
Please accept this as notification that I (the parental order parent entitled to adoption leave and/or pay) am entitled to and intend to take SPL (and ShPP if section D is completed).	
Parental order parent's Surname	
Parental order parent's First name(s)	
Partner's surname	
Partner's first name(s)	
Partner's Address	
Partner's National Insurance number (State 'none' if no number is held)	
The date the parental order was granted (if applicable and if it has been granted)	
Child's expected date of birth	
Actual date of child's birth (if child not yet born I will provide this information as soon as reasonably practicable following birth and before I take any SPL)	
<b>SECTION B: Adoption Entitlement Details (all answers that apply must be completed)</b>	
Date parental order parent started (or intends to start) statutory adoption leave	
Date statutory adoption leave ended (or will end)	
Total number of weeks of statutory adoption leave that will have been taken at the date that statutory adoption leave ends	
Date parental order parent started (or intends to start) SAP	
Date SAP ended (or will end)	
Total number of weeks SAP has been paid or will have been paid at date of curtailment	
Total number of weeks by which SAP will be reduced (i.e. 39 weeks minus total number of weeks SAP has been paid or will have been paid at date of curtailment)	

<b>SECTION C: Amount of SPL available (must be completed)</b>	
Total number of weeks of SPL created (52 weeks less total number of weeks of adoption leave taken)	
Total number of weeks of SPL I (the parental order parent) intend to take	
Total number of weeks of SPL my partner intends to take	
<b>SECTION D: Indication of parental order parent's leave intentions (must be completed but is not binding)</b>	
I (the parental order parent entitled to adoption leave) currently expect to take SPL as follows:	
Note: It will usually be helpful to answer this in a "From... To..." format	
<b>SECTION E: Amount of ShPP available (only complete if claiming ShPP)</b>	
Total number of weeks of ShPP created (39 weeks less total number of SAP taken and any ShPP paid from a previous notice and revocation)	
Total number of weeks of ShPP I (the parental order parent) intend to take:	
Total number of weeks of ShPP my partner intends to take:	
I (the parental order parent entitled to SAP) currently expect to take ShPP as follows:	
Note: It will usually be helpful to answer this in a "From... To..." format	
<b>SECTION F: Parental order parent's Declaration (must be completed)</b>	
<p><b>The following points apply in all circumstances:</b></p> <ul style="list-style-type: none"> <li>• I am giving notice that I am entitled to and intend to take SPL</li> <li>• I have, or will have, been continuously employed for 26 weeks at the end of the 15<sup>th</sup> week before the week in which the child is due</li> <li>• I will remain employed with this employer until any period of SPL that I intend to take</li> <li>• I had (or will have) the main responsibility for the care of the child at the time of the child's birth (along with my partner who has made the declaration below)</li> <li>• I am entitled to adoption leave in respect of my child, my adoption leave period will be reduced and the remainder will be available as SPL</li> <li>• I will inform my employer immediately if I am no longer responsible for the care of the child</li> <li>• I enclose a statutory declaration that I meet the requirements to be a parental order parent (unless I have already supplied this to my employer or I already have a parental order for my child.</li> <li>• If available I will provide my employer with a copy of the parental order if my employer asks for this within 14 days of this notice)</li> <li>• I will give my employer the name and address of my partner's employer or a declaration that they do not have an employer if my employer asks for this within 14 days of the date of this notice</li> <li>• The information provided in this declaration is accurate</li> </ul>	

**The following points only apply if Section E has been completed:**

- I am giving notice that I am entitled to and intend to take ShPP
- I have been (or will be) paid at least the Lower Earnings Limit in the 8 weeks leading up to the end of the 15<sup>th</sup> week before the expected week of childbirth
- I am entitled to SAP in respect of the child, my adoption pay period is reduced and the period that remains is available as ShPP
- I will be absent from work in each week in which I will be paid ShPP and I will be on SPL in those weeks
- I intend to care for my child and will be absent from work in the weeks I receive ShPP and I will be on SPL during those weeks if I am an employee
- I will remain employed with this employer until before the date of my first period of ShPP
- I will immediately inform the person paying ShPP if I revoke the curtailment of my SAP
- The information provided in this declaration is accurate

Signature of parental order parent	
Date parental order parent signed	

**SECTION G: Partner's Declaration (must be completed)**

- I am the parental order parent's spouse, civil partner or partner living with them and the child in an enduring relationship
- I had (or will have) the main responsibility for the care of the child at the time of the birth (along with the parental order parent)
- I have been employed or self-employed in England, Scotland or Wales in 26 weeks of the 66 weeks preceding the expected week of birth
- I have earned in total at least £390\* in 13 weeks of the 66 weeks preceding the expected week of childbirth
- I consent to the amount of SPL which the parental order parent intends to take, as set out in Section D above
- I consent to the parental order parent's employer processing the information I have provided
- I consent to the amount of ShPP which the parental order parent intends to take, as set out in Section E above.
- The information provided in this declaration is accurate

Signature of partner	
Date partner signed	

\*Figure correct as of March 2021

# **Form 3: Notice confirming that Partner is taking SPL but the parental order parent is not (For parental order parent's Employer)**

<b>SECTION A: General (must be completed)</b>	
Please accept this as notification that I (the parental order parent) do not intend to take SPL (or ShPP where relevant) but that my partner will be.	
Parental order parent's surname	
Parental order parent's first name(s)	
<b>SECTION B: Confirmation</b>	
<ul style="list-style-type: none"> <li>• I am either not entitled to SPL (or ShPP where relevant), or I do not intend to take SPL (or claim ShPP where relevant)</li> <li>• I declare that my partner has given a notice to their employer to take SPL and/or ShPP.</li> <li>• I consent to my partner's intended claim for SPL and/or ShPP.</li> </ul>	
<b>SECTION B: Signature (must be completed)</b>	
Signature of parental order parent	
Date signed	



## Form 4: Notification that Partner is intending to take SPL (for Partner's Employer)

SECTION A: General (must be completed)	
Please accept this as notification that I (the partner) am entitled to and intend to take SPL (and ShPP if section E is completed).	
Partner's Surname	
Partner's First name(s)	
Parental order parent's surname	
Parental order parent's first name(s)	
Parental order parent's Address	
Parental order parent's National Insurance number (State 'none' if no number is held)	
The date the parental order was granted (if it has been granted)	
Child's expected date of birth	
Actual date of child's birth (if child not yet born I will provide this information as soon as reasonably practicable following birth and before I take any SPL)	
SECTION B: Adoption Entitlement Details (all answers that apply must be completed)	
Date parental order parent started (or intends to start) statutory adoption leave (if applicable)	
Date parental order parent's statutory adoption leave ended (or will end) (if applicable)	
Total number of weeks of statutory adoption leave taken (or that will be taken) when statutory adoption leave ends	
Date parental order parent started (or intends to start) SAP (if applicable)	
Date SAP ended (or will end) (if applicable)	
Total number of weeks SAP has been paid or will have been paid at date of curtailment	
Total number of weeks by which SAP will be reduced (i.e. 39 weeks minus total number of weeks SAP has been paid or will have been paid at date of curtailment)	

**SECTION C: Amount of SPL available (must be completed)**

The total number of weeks of SPL created depends on the parental order parent's leave and pay entitlements:

- If the parental order parent was/is entitled to adoption leave and SAP, the total created will be 52 weeks less any weeks adoption leave taken
- If the parental order parent was/is entitled to adoption leave but not to SAP, the total created will be 52 weeks less any weeks adoption leave taken
- If the parental order parent was/is not entitled to adoption leave but is entitled to SAP, the total created will be 52 weeks less any weeks SAP

Total number of weeks of SPL created (50 max)	
Total number of weeks of SPL I (the partner) intend to take	
Total number of weeks of SPL the parental order parent intends to take (if applicable)	

**Section D: Indication of Partner's leave intentions (must be completed but is not binding)**

I (the partner) currently expect to take SPL as follows:

Note: It will usually be helpful to answer this in a "From... To..." format

**SECTION E: Amount of ShPP available (only complete if claiming ShPP)**

Total number of weeks of ShPP created (39 weeks less total number of SAP taken and any ShPP paid from a previous notice and revocation)	
Total number of weeks of ShPP I (the partner) intend to take:	
Total number of weeks of ShPP the parental order parent intends to take:	

I (the partner) currently expect to take ShPP as follows:

Note: It will usually be helpful to answer this in a "From... To..." format

**SECTION F: Partner's Declaration (must be completed)****The following points apply in all circumstances:**

- I am giving notice that I am entitled to and intend to take SPL
- I am the parental order parent's spouse, civil partner or partner living with them and the child in an enduring relationship
- I have been continuously employed for 26 weeks at the end of the 15<sup>th</sup> week before the expected week of childbirth
- I will remain employed with this employer until any period of SPL that I intend to take
- I had (or will have) the main responsibility for the care of our child at the time of the child's birth (along with the parental order parent who has made the declaration below)
- I enclose a statutory declaration that my partner (and I) meet the requirements to be a parental order parent (unless I have already supplied this to my employer or I already have a parental order for my child. If available I will provide my employer with a copy of the parental order if my employer asks for this within 14 days of this notice).
- I will give my employer the name and address of the parental order parent's employer or a declaration that they do not have an employer if my employer asks for this within 14 days of the date of this notice
- I will inform my employer immediately if I am no longer caring for our child
- The information provided in this declaration is accurate and meets the notification requirements for SPL

**The following points only apply if Section E has been completed:**

- I am giving notice that I am entitled to and intend to take ShPP
- I have been (or will be) paid at least the Lower Earnings Limit in the 8 weeks leading up to the end of the 15<sup>th</sup> week before the expected week of childbirth
- I intend to care for my child and will be absent from work in the weeks I receive ShPP and I will be on SPL during those weeks if I am an employee
- I will remain employed with this employer until before the date of my first period of ShPP
- The information provided in this declaration is correct

Signature of partner

Date partner signed

**SECTION F: Parental order parent's Declaration (must be completed)****The following points apply in all circumstances:**

- I had (or will have) the main responsibility for the care of the child at the time of the birth (along with my partner who has made the declaration above)
- I am entitled to adoption leave and/or SAP in respect of the child and I have curtailed (or will curtail) my entitlement to adoption leave (or I have returned to work) and/or my entitlement to SAP.
- I have been employed or self-employed in England, Scotland or Wales in 26 weeks of the 66 weeks preceding the expected week of childbirth
- I have earned in total at least £390\* in 13 weeks of the 66 weeks preceding the expected week of birth
- I consent to my partner's intended SPL as set out in Section D above
- I consent to my partner's employer processing the information I have provided
- The information provided in this declaration is accurate

**The following points only apply if Section E has been completed:**

- I am entitled to SAP, and I have reduced (or will reduce) the SAP period and the

<p>remainder will be available as ShPP</p> <ul style="list-style-type: none"> <li>• I consent to my partner's intended ShPP as set out in Section E above</li> <li>• I consent to the person who will pay ShPP to my partner processing the information I have provided</li> <li>• I will immediately inform my partner if I revoke the curtailment of my adoption pay</li> <li>• The information provided in this declaration is accurate</li> </ul>	
Signature of parental order parent	
Date signed	

\*Figure correct as of March 2021



## Shared Parental Leave Variation Form

Personal Details	
<b>Name</b>	
<b>Manager</b>	
<b>Department</b>	

I understand that I am entitled to make a maximum of three notifications to take Shared Parental Leave. This includes my original booking notice, any additional booking notice and any variation form which I have submitted.

<b>Date of original booking notice</b>	
<b>Date(s) of any additional booking notice previously submitted:</b>	
<b>Date(s) of any variation form previously submitted</b>	

I have already taken \_\_\_\_\_ weeks of shared parental leave and (where applicable) \_\_\_\_\_ weeks of statutory parental pay.

I wish to vary the dates of my Shared Parental Leave which I have currently booked for:

The revised dates on which I wish to take Shared Parental Leave are:

Shared Parental Leave may be taken in blocks of whole weeks prior to the child's first birthday or anniversary of placement of the child. Leave may be taken in one block or up to three discontinuous blocks.

**By signing this notification of a variation to shared parental leave;**

- We confirm that the mother/adopter and/or the father/partner/spouse has given a notice of entitlement to his/ her/their employer(s) and that the mother/adopter and/or the father/partner/spouse consent(s) to each other taking the leave set out in the notice of that entitlement.
- We confirm that the information given is accurate and that we will inform our employers as soon as reasonably practicable if we are no longer responsible for the care of the child.

**Both parents must sign this form to indicate their agreement to the new division of the shared parental leave and pay.**

Mother / Adopter	
Signature	
Name	
Print name	

Father / partner / spouse	
Signature	
Name	
Print name	

# Bribery Act Statement (Schools) 2010

The UK Bribery Act 2010 came into force on the 1 July 2011. Its requirements apply to all businesses and to all employees (permanent, temporary or on contract) in all jurisdictions, regardless of local law and culture, who are engaged on behalf of all Blackburn with Darwen Borough Council schools.

For the purposes of this Act, bribery is defined as the giving or taking of a reward in return for acting dishonestly and/or in breach of the law. The Act modernises the law on bribery and makes it a criminal offence to:

- offer or receive bribes;
- bribe foreign public officials in order to obtain or retain business or an advantage in the conduct of business;
- Fail to prevent bribery on behalf of a commercial organisation.

All schools within Blackburn with Darwen Borough Council are committed to applying the highest standards of ethical conduct and integrity in its activities and considers that bribery and corruption has a detrimental impact on business. Every employee and individual acting on the school's behalf is responsible for maintaining the school's reputation and for conducting company business honestly and professionally.

The school does not tolerate any form of bribery, whether direct or indirect, by, or of, its employees, officers, agents or consultants or any persons or companies acting for it or on its behalf.

Any breach of the School's commitment to the Bribery Act by an employee will be dealt with in accordance with the School's Disciplinary Policy and will be treated as grounds for disciplinary action, which may result in a finding of gross misconduct and immediate dismissal. Employees and other individuals acting for the school should note that bribery is a criminal offence that may result in up to 10 years' imprisonment and/or an unlimited fine for the individual and an unlimited fine for the school.

The success of the school's anti-bribery measures depends on all employees, and those acting for the school, playing their part in helping to detect and eradicate bribery.

Therefore, all employees and others acting for, or on behalf of, the school are encouraged to report any suspected bribery in accordance with the procedures set out in the Whistleblowing Policy. The school will support

any individuals who make such a report, provided that it is made in good faith.

### Further Advice

If managers require any general advice regarding the application of policy and guidance, please contact your HR provider. If schools require specific guidance or a LA view on any aspect of policy and guidance they may contact the LA who will be happy to provide advice.

**Schools LNJCC:** 11<sup>th</sup> March 2020





## **CONTINUOUS PROFESSIONAL DEVELOPMENT POLICY (SCHOOLS)**

### **1. Statement of Purpose/Objectives**

1.1 This policy is intended to provide a framework to enable schools to:

- confirm the school's commitment to providing high quality CPD for all staff
- ensure that all staff feel valued
- ensure that there is common understanding in relation to CPD matters
- develop a skilled and knowledgeable workforce that meets the current and future needs of the school
- clarify roles and responsibilities

1.2 The key principles of the policy are to:

- ensure fairness and equity of opportunity for all
- ensure that national, local and school priorities are reflected in the school's training and development plan
- seek to balance individual needs, aspirations and personal fulfilment with the school's strategic priorities
- raise the importance of learning and development for all
- support continual performance improvement as a core value

### **2. Scope**

2.1 This policy applies to the whole school workforce and wider school community. It includes for example:

- teaching staff
- support staff e.g. teaching assistants, administration and clerical staff, cleaning and supervision staff, technical staff and pastoral staff
- the head teacher and senior leadership team
- governors
- volunteers

### **4. Roles and responsibilities**

4.1 Governors - the role of the governing body is to take a strategic overview of CPD ensuring that:

- CPD is promoted as a central element of school improvement
- systems are in place to effectively identify professional development needs e.g. an effective training needs analysis tool
- a whole school training and development plan is in place
- adequate funding is allocated to meet identified priorities, ensuring value for money principles are met
- the principles of equity and fairness are applied
- effective monitoring and evaluation takes place

- the impact of professional development on outcomes for children, young people and their families is a core consideration
- the head teacher has adequate access to training and development opportunities in order to support her/him to meet her/his performance management objectives
- the head teacher is encouraged to consider other relevant training opportunities, including relevant recognised qualifications

**4.2 Head Teacher** - the role of the head teacher is twofold:

1. To support the governing body to take a strategic overview of CPD
2. To ensure the operational delivery of CPD in the school

This includes ensuring that:

- CPD is promoted as a central element of school improvement
- systems are in place to effectively identify professional development needs e.g. an effective training needs analysis tool
- an appropriate and effective training and development plan is in place in the school
- adequate funding is allocated to meet identified priorities, ensuring value for money principles are met
- the principles of equity and fairness are applied
- effective monitoring and evaluation takes place
- the impact of professional development on outcomes for children, young people and their families is a core consideration
- staff have adequate access to training and development opportunities in order to support them to meet their performance management objectives
- staff are encouraged to consider other relevant training opportunities, including relevant recognised qualifications

**4.3 CPD Co-ordinator /CPD Leader** - the role of the CPD Co-ordinator is to:

- promote CPD as a central element of school improvement
- oversee and manage the school's CPD processes e.g. induction, training needs analysis, and monitoring and evaluation
- ensure the CPD process assists colleagues in developing their professional practice
- report progress and impact of CPD activities to relevant bodies
- maintain effective links with internal and external groups linked with CPD
- ensure adequate funding is allocated to meet identified priorities, ensuring value for money principles are met

**4.4 Whole School Workforce** (as defined paragraph 2) - the role of each member of the whole school workforce is to:

- actively plan their own professional development, including the identification of training and development needs
- review their own professional practice
- actively contribute to professional development discussions
- maintain a record of training and development activities
- review the impact of training and development activities on their professional practice

- review the impact of their own professional development on the outcomes for the children, young people and families with whom they work
- be willing to consider undertaking appropriate training towards nationally determined qualifications or relevant training programmes
- share/disseminate best practice with colleagues

## **5 Core CPD Activities**

Blackburn with Darwen Borough Council recognises the value of the Investors in People award which is a nationally recognised standard based on good practice principles.

The following core CPD activities would provide a framework that would enable a school to work towards meeting the liP Standard.

**5.1 Induction** - all staff should receive an appropriate induction within the first month of their start date. As a minimum, this should include the following:

- the organisation e.g. layout of school buildings, school structures, policies and procedures
- the team e.g. introduction to appropriate staff and immediate colleagues
- job role e.g. discussion to clarify job role and expectations

This is in addition to induction programmes provided by the Local Authority e.g. NQT Induction programme, Support Staff Introductory Training.

**5.2 Training Needs Analysis** - all staff should be given the opportunity to:

- identify their own training and development needs
- discuss and review their training and development needs
- access appropriate and relevant training and development opportunities

**5.3 Performance Management** – is part of an ongoing professional dialogue and all staff should be given the opportunity to meet with the head teacher or a nominated person to:

- discuss and review their performance
- review their strengths and areas for development
- agree training and development needs and how best to meet them
- agree future expectations/objectives

**5.4 Monitoring and Review** - appropriate arrangements should be put in place in order to:

- ensure that agreed training and development activities are undertaken
- review initial feedback on the training and development activity undertaken
- share/disseminate best practice with colleagues

**5.5 Evaluation** - appropriate arrangements should be put in place in order to:

- promote the need to evaluate the costs and benefits of training and development as a basis for effective decision making
- demonstrate that the training and development of people improves the performance of the organisation, teams and individuals
- assess the impact of training and development activities on professional practice

- feedback the evaluation of training and development opportunities to the Headteacher through agreed channels.

## **6 CPD Opportunities**

The following are examples of potential CPD opportunities:

- collaborative learning within school e.g. team teaching, classroom observation and work shadowing
- network learning community e.g. meetings with subject specialists, cross-curricular meetings
- coaching and mentoring
- job enrichment/enlargement/rotation e.g. broadening duties, increased duties and the opportunity to change roles
- seeking professional advice and guidance e.g. from an experienced colleague, a local authority officer, a professional association.
- school visits to observe best practice
- secondments
- exchanges and placements
- course attendance e.g. course provided by Local Authority, professional association, or private training provider which may or may not be accredited.
- professional study e.g. degree
- open learning
- work based accredited learning e.g. National Vocational Qualifications
- research and project work
- distance learning

## **7 Approving Body & Date - Schools LJNCC 11<sup>th</sup> March 2020**



## **CYCLE TO WORK SCHEME - SCHOOLS**

### **Contents**

1. Aim of this scheme
2. Scope
3. Principles
4. Benefits of the scheme
5. Procedure
6. End of the Initial Hire Period
7. Salary Sacrifice – Key Considerations
  - 7.1. State and Statutory Benefits
  - 7.2. Student Loan Repayments
  - 7.3 Pension
8. Further Advice

### **1. Aim of this Scheme**

The Cycle to Work Scheme initiative is a key element of the Government's strategy and green travel plan to encourage sustainable commuting and reduce the impact of commuting by car and the associated impact on air quality and the environment.

The introduction of the Scheme supports the Council's objectives within the Third Local Transport Plan (LTP) and the Council's Green Travel Plan. The scheme is also identified as a priority within 'Actively Moving Forward', Lancashire's Cycling and Walking Strategy and the Carbon Management Plan. The scheme also complements the work of the School Travel Plan team in encouraging and enabling active travel to schools.

### **2. Scope**

The scheme is available to all employees in maintained schools who adopt this scheme except:

- employees who have a contract which will end during the hire period and
- employees who do not earn more than the National Minimum Wage after the salary sacrifice.

Please note that if a school ceases to be a maintained school, this scheme will no longer be available and will not transfer to a non-maintained school. In these circumstances the school may set up their own Cycle Scheme.

### **3. Principles**

The Council operates the Cycle to Work Scheme through a management company called Cyclescheme Limited in accordance with Inland Revenue regulations.

The Council will offer eligible employees a tax exempt hire agreement using a salary sacrifice scheme to obtain cycling equipment. Salary sacrifice means that an employee formally agrees to a reduction in their salary in order to repay the loan, where an amount equivalent to the hire repayment will be deducted from the employee's salary on a monthly basis. The employee will then be exempt from deduction of tax and National Insurance contributions on the amount of the hire payment.

**IMPORTANT** – Schools who adopt this scheme must ensure that appropriate arrangements are in place with the schools' payroll provider with regard to the salary sacrifice arrangements/deductions from pay, and these arrangements will need to be agreed with the Council.

The minimum hire agreement value is £250 and there is no upper limit. Any approvals will be made in line with employees individual salary and what they can afford to prepay. The initial repayment term is 18 months. The employee is liable to repay the Cycle to Work hire agreement in accordance with the terms of the agreement.

Savings will vary depending on employee's earnings, amount of the hire agreement and the type of National Insurance contributions paid.

The cycle and/or equipment remain the property of the Council throughout the initial term of the hire agreement.

The employee is responsible for all maintenance and associated costs for cycle equipment obtained through the Cycle to Work Scheme.

The employee is responsible for ensuring that they have adequate insurance for the cycle and/or equipment as required by the hire agreement. Employees are advised to read these provisions carefully as existing insurance may not meet the hire agreement requirements.

At the end of the initial hire agreement period, there are three options available to employees:

- a final payment (at fair market value) to enable the employee to purchase ownership of the cycle;
- an extension to the hire period of up to 3 years by paying a small refundable deposit (with an option to retain ownership at the end of that period);
- or return the cycle to Cycle scheme Limited for disposal.

If the employee leaves the School's employment, they will be required, as part of the original hire agreement, to authorise the school to deduct the outstanding hire payments from their final salary and repay the loan payments in full when they leave.

As schools are in effect borrowing from the Council in order to provide a loan to the employee, the school will pay an amount of interest and an arrangement fee. Schools will benefit by paying lower national insurance contributions on the salaries of employees who are participating in the scheme.

#### **4. Benefits of the scheme**

Benefits of the scheme include:

- promoting the health and wellbeing of employees;
- offering an enhanced benefits package for employees ;
- widening and developing choice on modes of transport;
- freeing up space from car parking; and
- directly influencing the LTP3 mandatory target of increasing the numbers of people cycling into Blackburn town centre/within the Borough.

#### **5. Procedure**

Step 1 - Employees wishing to participate in the scheme can visit a local Cyclescheme Partner Store to choose the bike and, if required, safety equipment, for which they will receive a paper quote. To locate the nearest participating bike shop employees can access the Cyclescheme website [www.cyclescheme.co.uk](http://www.cyclescheme.co.uk).

Step 2 - Employees then apply for a Cyclescheme Certificate online using a unique link to the secure extranet facility. The unique link is provided to employers and distributed to all employees. The employee will usually sign an online Hire Agreement at this time.

Step 3 - If the application is approved the Hire Agreement will be countersigned and Cyclescheme will be paid for the full retail price of the bike and equipment.

Step 4 - Cyclescheme will then email an eCertificate, to the employee's email address.

Step 5 - The Certificate is then redeemed in the bike shop and exchanged for the bike package. Salary sacrifice then commences over the initial hire period of 18 months. The salary sacrifice is made prior to Income Tax and National Insurance contributions and, as a result, employees pay less of both.

Step 6 - At the end of the hire agreement period Cyclescheme will offer the employee ownership of the bike for a market value payment, or the employee may pay a small deposit allowing them to remain in possession of the bike and continue to use it for an extended period. Alternatively the employee may choose to return the bike to Cyclescheme at their own expense.

## **6. End of the Initial Hire Period**

In order to preserve the tax benefits of the scheme, there can be no guarantee or obligation to transfer ownership to the employee immediately after the initial hire period has ended. However, the employer will offer this option in addition to any others via Cyclescheme.

At the end of the initial hire period, Cyclescheme will contact employees to discuss the options available.

The most attractive option for employees will be to pay a small, refundable deposit (3% or 7% of the equipment value\*) and continue to use the bicycle for an extended period of up to 3 years.

At the end of this period, if the employee does not wish to keep the bicycle, then Cyclescheme will refund the deposit in full. Alternatively, Cyclescheme may at its discretion, offer ownership of the bicycle to the employee at this point, and no further action or payment will be required if they wish to keep the bicycle.

\* the lower figure is for an equipment value of less than £500 and the higher one for equipment value of £500 or more. These figures include VAT.

## **7. Salary Sacrifice – Key Considerations**

### **7.1 State and Statutory Benefits**

The Cycle to Work Scheme may affect an employee's entitlement to state benefits and tax credits. Employees in this situation should explore possible entitlement to tax credits first before considering the salary sacrifice scheme as it is possible that there is a greater benefit in the benefit/tax credits than saving from the scheme. For more information on tax credits, go to [www.taxcredits.inlandrevenue.gov.uk](http://www.taxcredits.inlandrevenue.gov.uk) or call 0845 300 3900.

The Cycle to Work Scheme can also have an impact on statutory benefits such as maternity pay, sick pay and redundancy pay. Employees will need to consider this before taking out a Cycle to Work loan as statutory payments could be adversely affected.

### **7.2 Student Loan Repayments**

Salary sacrifice may have an effect on student loan repayments. These are only activated above a set amount of earnings and if the earnings are lowered, the repayment may not need to be made. For more information, go to [www.slc.co.uk](http://www.slc.co.uk)

### **7.3 Pension**

Employees' pensionable pay will not be reduced by receiving a Cycle to Work loan as it will be calculated using the employee's 'notional' salary (this is the full salary value before deduction for the Cycle to Work payment).



## **8. Further Advice**

For any employee issues regarding the Cycle to Work Scheme please contact your HR provider.

Further information can also be found on the Cyclescheme website at [www.cyclescheme.co.uk](http://www.cyclescheme.co.uk).

Cyclescheme Ltd, PO Box 3809, Bath, BA1 1WX.

Email: [info@cyclescheme.co.uk](mailto:info@cyclescheme.co.uk)

Tel: 0844 879 5101/ Fax: 0844 409 9464

## **9. Approving Body and Date**

LJNCC (Schools) – 16 September 2020



## **CYCLE TO WORK SCHEME FAQs - SCHOOLS**

### **What is the Cycle to Work Scheme and who are Cyclescheme?**

The Cycle to Work initiative enables employers to lease bicycles and associated safety equipment to their employees through what's called salary sacrifice. This means that employees receive income tax and National Insurance savings on the value of the salary sacrifice which will depend upon employee marginal income tax and National Insurance rates.

Cyclescheme is an independent company created to help employers, employees and bike shops participate in the scheme and make the most of the Government's Green Transport Plan Initiative.

### **How does the scheme work?**

1. You find your local Cyclescheme Partner Shop by visiting the Cyclescheme website or by contacting the Cyclescheme helpdesk on 0844 879 5 101 or [info@cyclescheme.co.uk](mailto:info@cyclescheme.co.uk);
2. Visit a shop and choose bike and equipment - the shop will complete a Cyclescheme Quotation Form detailing the equipment;
3. You then enter the details from the shop online via the following link: [www.cyclescheme.co.uk/7c544e](http://www.cyclescheme.co.uk/7c544e);
4. An online hire agreement will also be signed at this stage;
5. Your employer will need to approve your request and then pay an invoice from Cyclescheme for the full retail amount of your bike package;
6. Cyclescheme will send you an eCertificate to the email address you have provided
7. You take the certificate to the bike shop, along with photographic ID, and sign the certificate to acknowledge receipt of the bike and equipment;
8. Your gross salary is reduced by the salary sacrifice amount and spread over the agreed payment period of 18 months;
9. On completion of your hire term Cyclescheme will then contact you with your end of hire options.

### **Who can get a bike?**

Eligible employees are those paying PAYE, who have an employment contract that is longer than the duration of the salary sacrifice period, they must also be over 18

years old, earn more than the National Minimum Wage after the loan repayment has been deducted, and have completed the employer's probationary period.

### **What is salary sacrifice and how are savings made?**

With salary sacrifice an employee agrees to give up part of their pay in return for a non-cash benefit. In this case, you pay back the loan on your bike, accessories and safety equipment from gross rather than net pay for the hire period (18 months), allowing you to benefit from income tax and NI relief.

### **What are the savings?**

Typical savings for employees are currently between 9% and 14% if the bike is purchased at the end of the 18 month hire period, or between 23% and 27% if the hire period is extended for a further 2.5 years. The actual amount you pay depends on your personal tax band and the value of bike and equipment you purchase. Savings for higher rate tax payers are greater.

### **What are the costs to the school?**

For schools buying payroll services through the Council - as schools are in effect borrowing from the Council in order to provide the loan to the employee, the school will pay an interest amount (currently 3.0% of the total loan value for 18 months) and an arrangement fee of £25.00. However, schools will benefit by paying a lower amount of national insurance contributions on salaries over the 18 month period, which in most cases will more than offset these costs.

For schools who do not purchase their payroll services through the Council - it is still possible for the Council to administer the scheme on behalf of the school although additional monthly transaction fees will also apply.

### **What is an employer code?**

An employer code is a unique code that follows the usual Cyclescheme web address and gains you access to your employers' Cyclescheme web portal  
[www.cyclescheme.co.uk/7c544e](http://www.cyclescheme.co.uk/7c544e)

From here, you can find a local bike shop, and request a certificate.

### **How do I get my certificate?**

Cyclescheme will email the certificate to you to the email address provided.

### **How long does it take to get a certificate through the scheme?**

You will receive the certificate instantly. **How long is a certificate valid for?**

Cyclescheme certificates do not expire. .

### **Can certificates be cancelled?**

Once the hire agreement is signed the agreement is non-cancellable after 14 days following the day after collection of the goods.

### **What is the hire period?**

18 months with the same period for salary sacrifice.

### **Do I have to use the bike for work?**

You can use the bike as you like; a bike purchased under Cyclescheme should be used for work journeys at least 50% of the time. However, you don't have to cycle to work for a specified number of days throughout the year and you don't have to record your trips or mileage.

### **Is there a minimum or maximum spend?**

There is a minimum spend of £250 but there is no upper limit. Any approvals will be made in line with employee's individual salary and what they can afford to repay. An application will be rejected should we feel the repayments will bring the employee below national minimum wage and/or financial hardship.

### **Who is responsible for maintaining the bike?**

By signing the Hire Agreement you are agreeing to maintain the bike in accordance with the manufacturer instructions. Your partner shop will be able to advise you about necessary servicing depending on how you use your bike.

### **Whose responsibility is it to insure the bike?**

You are responsible to adequately insure the bike, even though your employer owns it. When you sign the hire agreement you are agreeing to insure the bike. Insurance companies should be advised that your employer has an interest in the goods to be insured. Most home contents insurance covers cycles to a certain value.

### **What bike shops can be used?**

Cyclescheme is partnered with nearly all-independent bike shops in the UK, which means that you can choose almost any bike and safety equipment you wish. Local shops can be found via a postcode search on the Cyclescheme website or by contacting the Cyclescheme helpdesk on 0844 879 5 101 or [info@cyclescheme.co.uk](mailto:info@cyclescheme.co.uk);

Please note that Halfords, and Wheelies are not Cyclescheme Partner Shops.

### **Can bikes be procured via a mail order specialist?**

Cyclescheme's Partner Shops are capable of supplying bike packages mail order from their shops through the Cycle to Work Scheme. However, there are distinct advantages when getting a bike from a local bike shop, which will be the first port of

call for advice, servicing, after sales and warranty. Please note that, because of this, some mail-order or on-line specialists are not part of the Cyclescheme Partner network.

### **What if my preferred independent bike shop isn't a Cyclescheme partner?**

If your preferred shop isn't a partner, Cyclescheme can invite them to join the scheme.

### **Can special-order bikes be obtained or must existing stock be selected?**

Partner Shops can order bikes and accessories but may wish to either take a deposit or have any carriage fees covered to prevent them from being left with a special-order bike or paying extra carriage fees. Any deposits taken on a credit card will be credited back when the certificate is redeemed. Please note that Cyclescheme does not insist on deposits being taken and all such transaction requests are at the discretion of the bike shop or at the request of the employee.

### **If I already have a bike, can bike components or just safety equipment be obtained through the scheme?**

No, a complete bike must be obtained with each certificate obtained through the scheme.

### **What does 'safety equipment' include?**

The bike shop will be able to advise as to what is permitted under the rules of the scheme and it is ultimately the decision of your employer, but as a guide, child seats, helmets, lights (including dynamos), mirrors, mudguards, cycle clips and dress guards, panniers, locks, bells, pumps, puncture repair kits, multi-tools, reflective clothing and spoke reflectors are all permitted. Children's bikes and bikes for other family members/ friends are not permitted.

### **Can more than one bike be obtained on the same certificate?**

It is possible to hire two bikes to you, if for example, you needed a bike at either end of a train journey between your home and place of work, but the maximum spend of £1,000 per certificate must still be adhered to.

### **Can sale bikes be obtained through Cyclescheme?**

Any new bike from any Cyclescheme Partner Shop can be obtained, including sale bikes. However, as Partner Shops have agreed to sacrifice a small commission to Cyclescheme, if a bike shop has marked a bike down in the sale to a price which would have an extremely low profit margin on it, or even be sold at a loss to the shop, then they may wish to add a 10 or 12% surcharge to the bike. This is only permitted if made explicit to the customer before a quotation form is completed. The only other occasion when a charge of up to 12% may be applied to the retail price of a bike is when purchasing custom bikes. This is because the profit margins on custom bikes built in the UK, are lower than those available on standard, mass-produced bikes. The shop also has additional administration when building a custom

bike, as parts have to be ordered in advance and in-house builds coordinated amongst other daily work.

**Are electric-assist bikes allowed in the scheme?**

Yes, electric-assist bikes are available through the scheme.

**Are bikes for disabled people available on the scheme?**

Yes, any new bike that will be used for the correct purposes from any Cyclescheme Partner Shop can be obtained through the scheme.

**Can second hand bikes be obtained through Cyclescheme?**

Cyclescheme does not allow second hand bikes to be obtained because your rights are not protected to the same extent as with new bikes. We are also concerned that the right size of bike may not be obtained and that existing wear and tear could compromise the first year's hire during which time you are responsible for its maintenance and roadworthiness. Your employer will also want a full warranty to be available during the hire period and it is unlikely that the Partner Shop can provide this with a used bike.

**Is there a credit check?**

There is no credit check

**Who actually owns the bike? What happens if it is stolen?**

The bike and goods remain the property of your employer until the hire period finishes. At the end of the hire period you may be given the option to buy the bike for a fair market value payment.

If the bike gets stolen you will be liable for any outstanding monies, so it is very important to make sure the bike is insured. You can obtain safety equipment, including Home Office-approved 'Sold Secure' D-locks and cable locks, as part of the scheme.

If the bike is adequately insured, the insurance company will replace the bike and the hire agreement will continue.

If the bike is not adequately insured and the bike is not replaced, the hire agreement will be terminated by all remaining reductions coming out of the net salary and no further tax benefits will be received.

**If the employment status of a scheme participant changes, what happens?**

During the initial hire period, if Cyclescheme are notified of a change of employment status, they will contact the employee with their end of hire options at the point they are informed.

During the extended use period, the employer has no responsibility to contact Cyclescheme, as the agreement is between Cyclescheme and the employee. If the employee changes jobs the agreement is still valid

**What happens if I leave my employment before the end of the hire period?**

Under the terms of the Hire Agreement and the Credit Consumer Act, the agreement to pay the loan is non-cancellable. All outstanding monies must be paid to your employer from your net salary. This is because the bike is no longer being used to ride to work so no longer qualifies for any tax exemption.

**What happens if I am made redundant or my contract is terminated?**

Employees with sufficient service and who meet certain other conditions may be entitled to statutory payments on redundancy. It is possible, though unlikely, that such payments could be affected when you join the scheme. If you leave your employer before the final reduction has been made from salary, you will be obliged to pay the remaining amount in full, without any tax exemptions as described in 'What happens if I leave my employer before the end of the hire period?'

**How will salary sacrifice affect out of hours payments paid on top of salary?**

In calculating all other payments to employees such as out of hour's payments, the total unreduced pay will be used.

**What happens when there is a pay award?**

You will receive any relevant pay awards based on their unreduced salary.

**How will salary sacrifice affect pension?**

The scheme will not affect your pension. Pensionable earnings are calculated on your gross pay before any salary sacrifice you may have in place.

**How will salary sacrifice affect approved unpaid leave?**

During approved unpaid leave such as extended maternity leave or career break, up to a maximum of six months, the Hire Agreement period may be extended by the number of months when the salary was not paid and your employer were not able to collect payments

**How will salary sacrifice affect sickness leave?**

If you are absent from work during the Hire Period the salary sacrifice will continue to reduce any pay that is received during the period of absence, as long as and to the extent that:

- the pay is of a kind against which Salary Sacrifice reductions can legally be made and so excluding for example, statutory maternity pay, paternity, adoption and sick pay; and

- the continuation of salary sacrifice arrangements is not in breach of the National Minimum Wage regulations.

If during a period of absence from work you are temporarily not in receipt of sufficient pay so as to allow for the Salary Sacrifice to continue, but you remain an employee of your employer, then to the extent allowable by law:

- the Salary Sacrifice payments envisaged by this agreement will be suspended for the period in question; and
- the Hire Period will be extended for an equivalent period of time to allow payments to be made-up once they return to work.

### **How will salary sacrifice affect maternity, paternity, or parental leave?**

Your employer now has to provide non-cash contractual benefits for the whole of the Maternity Pay Period (MPP), this covers Ordinary Maternity Leave (the first 26 weeks) and Additional Maternity Leave (the following 26 weeks).

Your employer must allow the hire of the cycle to continue during the maternity leave in question, but that the underlying salary sacrifice arrangement can only operate against any Enhanced Maternity Pay as detailed above and not Statutory Maternity Pay (SMP) as SMP cannot be reduced under any circumstances.

Your employer will allow you to remain in possession of the bike and the salary sacrifice reductions can continue when you return, only if the hire period has not expired. If you do not return to work, you will be considered an early leaver, and any remaining balance left if the hire period has not expired should be paid by you within 14 days of employment ceasing.

### **How will salary sacrifice affect student loan payments?**

Student loan repayment is based on a percentage of earnings over an allocated amount. This will alter as the trigger point is based on the salary on which you are liable to pay National Insurance Contributions (NICS). Under salary sacrifice the total gross salary on which NI is paid will reduce, so the loan repayments will reduce.

### **How will salary sacrifice affect Childcare Tax Credit?**

Current advice from the Inland Revenue suggests that individuals can still apply for Childcare Tax Credit whilst being in a salary sacrifice scheme. For more information, please check with the Inland Revenue advice line on 0845 300 3900.

### **How will salary sacrifice affect Working Tax Credit?**

The vast majority of staff will benefit from joining the scheme. However, personal circumstances may mean that it is not beneficial. This is most likely to be the case for those on a low income affected by Working Tax Credit, which may cancel out the savings made on Income Tax and National Insurance Contributions. Please seek advice from the Inland Revenue Tax Credits helpline on 0845 300 3900.



## **What happens at the end of the hire period?**

In order to preserve the tax benefits of the scheme, there can be no guarantee or obligation to transfer ownership to the employee immediately after the hire period has ended. However, end of hire options are offered via Cyclescheme.

## **How is the market value for a bike obtained through a Cycle to Work Scheme determined?**

HMRC has published the following 'Valuation Table' to be used to calculate the market value of bicycles and safety equipment at the end of the hire period.

Age of Cycle	Acceptable disposal value %	
	Original price less than £500 (incl. VAT)	Original price £500+ (incl. VAT)
18 months	16%	21%
2 years	13%	17%
3 years	8%	12%
4 years	3%	7%

## **Why can't my employer just give me the bike for free after the hire period?**

The market value payment is necessary if you are to legitimately own the bike after receiving tax benefits throughout the hire period without a 'Benefit in Kind' occurring.

## **How can employees still make a saving?**

At the end of the hire period, Cyclescheme will contact employees to discuss the options available.

The most attractive option for employees will be to pay a small, refundable deposit (3% or 7% of the equipment value\*) and continue to use the bicycle or safety equipment for an extended period of up to 30 months.

At the end of this period, if the employee does not wish to keep the bicycle or safety equipment, then Cyclescheme will refund the deposit in full. Alternatively, Cyclescheme may at its discretion, offer ownership of the bicycle or safety equipment to the employee at this point, and no further action or payment will be required if they wish to keep the bicycle or safety equipment.

\* the lower figure is for an equipment value of less than £500 and the higher one for equipment value of £500 or more. These figures include VAT.

## **If the employee extends the use period, what are the monthly payments?**

The monthly payments are zero. There are no further salary sacrifice payments or hire charges due during the extended use period.

### **Will employees have to pay more when the extended use period ends?**

No. Employees will have the option to return the bicycle and receive a refund of their deposit. If offered ownership by Cyclescheme at this point, no further action or payment is required if they wish to keep the bicycle.

### **Can an employee participate in a new scheme during the extended use period?**

Yes, the employee is free to participate in future Cycle to Work Schemes with their employer. The Extended Use Agreement is not a salary sacrifice arrangement and, apart from the refundable deposit, no further payments are required from the employee.

### **How is the market value payment calculated?**

The market value is calculated as below:

Figure to which market value is applied = equipment value minus safety equipment value. The appropriate Valuation Table percentage is then applied to this amount.

Here's an example based on an equipment value of £520 including a £30 Helmet and VAT:

Figure to which market value is applied = £520 minus £30 Helmet = £490.00  
£490.00 is less than £500, therefore;

18 month valuation percentage = 16%

Purchase price at that stage would be £78.40 incl VAT

4 year valuation percentage = 3%

Deposit for hire extended to 4 years would be £14.70 incl VAT.

### **Will HMRC update this guidance again?**

Employees should be aware that there is always a possibility that the guidance on 'acceptable disposal percentages' may be revised.

**LJNCC (Schools) – 16 September 2020**



## **SPECIAL LEAVE POLICY – TEACHERS**

### **1. Aim and Scope of Policy**

This document sets out the policy framework for leave of absence for all teaching employees employed on School Teachers' Pay and Conditions.

This scheme applies to teaching staff in Community and Voluntary Controlled Schools and centrally managed services. It is commended to the Governing Bodies of Voluntary Aided and Foundation Schools.

Leave of absence is a contractual right and minimum entitlements to paid and unpaid leave within the policy must be met. Schools may exercise discretion to award leave, paid or unpaid in excess of the minimum. All requests for such leave should be considered on an individual basis, with due sensitivity to the circumstances.

This policy does not apply to sickness absence, maternity/adoption leave, paternity leave, shared parental leave, time off for family and dependents or time off for Trade Union duties for which there are separate provisions.

Please ensure you read this policy in conjunction with the guidance.

### **2. Roles and Responsibilities**

#### **2.1 School Management**

- School Management may seek guidance and support from HR as and when appropriate.
- School Management should be supportive of employees requiring special leave but this must be balanced against the needs of the School.
- School Management should consider requests for Special leave for Head Teachers and determine whether they can be authorised either paid or unpaid.
- School Management should be made aware of all requests for special leave.
- School Management must be consulted regarding requests for special leave for circumstances over two days.

## **2.2 Head Teacher**

- The Head Teacher may seek guidance and support from HR as and when appropriate.
- The Head Teacher should be supportive of employees requiring special leave but this must be balanced against the needs of the school.
- The Head Teacher will have the discretion to determine the amount of leave to be granted within the framework of this policy, bearing in mind the circumstances of the case and the needs of the school.
- The Head Teacher will consider all requests for special leave and determine whether they can be authorised either paid or unpaid. Paid time off will be considered in accordance with the special leave policy and guidance.
- The Head Teacher should be able to demonstrate that meaningful consideration has been given to the request along with solutions to minimise the impact to the school before a decision is reached.

## **2.3 Employee**

- Employees will be expected to have taken steps to avoid requesting time off, where practical.
- Employees will request special leave as soon as possible.
- Employees will submit relevant documentation to apply for special leave. In an emergency situation, the employee must contact the school as soon as reasonably practical and explain the reason for their absence and the duration.
- Employees should work with their line manager to identify solutions to minimise the impact on service caused by their absence.
- Employees must, where possible, look to other methods of support for prolonged absences.

## **3. Categories of Special Leave**

Details of provisions covered by legislation are referred to in the School Teachers' Pay and Conditions Document and The Burgundy Book National Conditions of Service. The amount of leave may not necessarily be detailed in the legislation

Leave of absence is considered as four separate areas as follows:

- a) Contractual Leave (Section 4 of this policy);
- b) Statutory Special Leave (Section 5 of this policy);
- c) Personal and Dependency Leave (Refer to guidance document)
- d) Exceptional Circumstances (Section 6 of this policy)

## **4. Contractual Leave**

This refers to leave granted to teachers as a contractual entitlement under the terms of such national agreements as may be in force.

These are currently as follows:

- Teachers' Sick Pay Regulations; - See separate Improving Attendance Procedures
- Maternity, Adoption and Surrogacy Leave provisions; - See separate Maternity, Adoption and Surrogacy Leave Schemes
- Trade Union Facilities Agreement; - See separate Facilities Agreement
- Health and Safety Representatives.- Leave of absence with pay will be available to Safety Representatives as necessary for performing duties as defined in the Health and Safety at Work Regulations.

## **5. Statutory Leave**

This refers to details of provisions covered by legislation that are referred to in national conditions of service including Public Service Duties, Medical Screening, Time off for Dependents, Parental Leave and Parental Bereavement Leave. The amount of leave may not necessarily be detailed in the legislation but it may be that reasonable time off is allowed, for example, for officials of trade unions to undertake trade union duties. Equally under the national conditions of service, it may be that, for example, post entry training and education should be afforded. (Refer to the guidance document for entitlements for this category.)

## **6. Exceptional Circumstances**

In exceptional circumstances, school management can authorise unpaid leave of up to 30 days in any one academic year, where other leave provisions do not apply. This could include leave to travel abroad.

Governors/Head Teachers are advised to think carefully about the effects on school organisation, the effects on other staff, the teaching of pupils and setting precedents that the school may not wish or be able to follow.

## **7. Applications for Leave of Absence**

Further information on applying for special leave can be found in the guidance however, please note it is always helpful if employees provide as much information as possible. Failure to give adequate notice of the request, without good reason, so that arrangements can be made for adequate cover may result in the request not being approved.

Where an employee requires paid time off in accordance with local agreements, this will need to be agreed in advance of the time being taken. Unless specified within the management guidance, a maximum number of 10 days' paid special leave may be granted in any academic year. Governor approval is required for any employees where their situation may require an excess of 10 paid days.

In all instances, paid special leave will be calculated pro-rata for part-time employees.

## **8. Terms and Conditions of Employment**

The contract of employment continues throughout the period of leave unless either party expressly ends it or it expires.

If you are a member of the Teachers' Pension Scheme, you should seek advice from the Teachers' Pensions Service regarding your payments and membership whilst on unpaid leave.

## **9. Further Guidance**

If Head Teachers or managers require any advice regarding the application of this policy and guidance, please contact your HR provider.

## **10. Policy Review**

This policy and guidance will be reviewed in accordance with any changes to statutory legislation and in consultation with the recognised Trade Unions.

## **11. Approving Body and Date**

SPDG & LNJCC – October 2020



## **SPECIAL LEAVE GUIDANCE - TEACHERS**

### **1. Introduction: The aim of this guidance document**

This document aims to provide guidance on how to apply the Special Leave policy in day-to-day practice. The School values the contribution of its teachers in the delivery of services and aims to address the needs of employees to balance work with personal circumstances. It is expected that all teachers will comply with the arrangements for the application of special leave detailed in the policy.

### **2. Scope**

This procedure applies to all teaching employees employed on School Teachers' Pay and Conditions and the Burgundy Book.

### **3. Importance of Special Leave**

The Special Leave Policy and procedure enables Schools to comply with relevant legislation and positively influence teacher motivation and commitment, help to reduce sickness absence and promote a positive image of the school as a caring and responsive employer.

### **4. Applications for Leave of Absence**

Except in cases of sickness, maternity/adoption/surrogacy or emergency applications for leave of absence, employees must:

- ensure that, where possible, at least seven days' notice is given prior to the first day of intended absence for absences where the duration is less than a week;
- make the request in writing on the Special Leave Request Form ensuring that they date and sign the application form as soon as they are aware that the leave will be required;
- ensure that they request a finite period of leave, with an expected return date;

- ensure that, where possible, at least seven weeks' notice is given prior to the first day of absence for absences when the duration is greater than a week. For Parental Leave, employees are required to give at least 21 days' notice of the request for Parental Leave;
- specify the dates of leave applied for, including commencement dates, cessation dates and number of days applied for;
- indicate whether they would like the absence to be considered as paid or unpaid leave;
- Explain the circumstances of the leave request.

It is always helpful if employees provide as much information as possible. Failure to give adequate notice of the request, without good reason, so that arrangements can be made for adequate cover may result in the request not being approved.

Where an employee requires paid time off in accordance with local agreements, this will need to be agreed in advance of the time being taken. Unless specified within the management guidance, a maximum number of 10 days' paid special leave may be granted in any academic year. Governor approval is required for any employees where their situation may require an excess of 10 paid days.

In all instances, paid special leave will be calculated pro-rata for part-time employees.

School management must:

- carefully consider the response and follow the procedure which is detailed within the guidance document;
- notify the employee of the outcome with 10 days if practicable.(Appendices 2 and 3)

There may be exceptional circumstances when it is not possible for an employee to provide notice that time off is required. When this is the case, the employee should contact the designated person in accordance with the School's absence reporting procedure, informing them of:

- their absence from work;
- the circumstances of the absence;
- the likely length of absence;
- the expected return date.

When an employee returns to work, they will be required to complete the Special Leave Request Form and allow for approval to be granted on the time being paid or unpaid.



## **5 Statutory Special Leave**

### **5.1 Councillors with Local Authorities**

Members of local authority councils and committees will be allowed not more than 21 days paid leave per year for the purpose of undertaking approved duties..

Leave is not normally available for polling duties or to be a party worker or for duties as a census officer or enumerator.

### **5.2 Jury Service / Witness at Court**

Teachers required attending a court or tribunal as a juror or witness will be allowed leave with pay as necessary. Individual teachers should complete a "loss of earnings" claim supplied by the Court, where attendance allowances are paid in connection with public service, the amount paid will be recouped by the HR & Payroll service. Where attendance extends over 30 days, the teacher's superannuation position can be affected and advice should be sought through payroll/Teacher Trade Union representative

Where teachers are required to attend a court or tribunal other than as a juror or witness, leave of absence will be granted as necessary. The question of salary payment for such absences will be at the discretion of the Governing Body.

### **5.3 Magistrate Duties**

Reasonable paid time off is allowed at the School's discretion but this will normally be limited to 26 half-day sessions per year. Only the necessary time off required to attend the session will be allowed (i.e. if the session only lasts 1.5 hours the teacher must return to work and that will be classed as one of the half day sessions). The teacher must make their own arrangements for claiming loss of earnings from the Court.

### **5.4 Election Duties**

Paid time off is allowed for teachers to undertake Polling Station duties in connection with Elections

### **5.5 Medical Screening/Appointment**

Paid time off is allowed for medical screening or appointments that cannot be made outside of normal working hours.

Where determined by the Manager, this will also include tests where this is necessary due to the employees job e.g. eyesight tests and audiometric tests

Routine medical appointments i.e. doctors, dentists, opticians, should normally be made outside working hours. However, if this is not possible or the appointment is an emergency, appropriate paid time off is allowed. Teachers should be prepared to show an appointment card, if requested. Confidential details maybe redacted.

It is expected for elective surgery e.g. laser eye, plastic/cosmetic/vasectomy surgery that such procedures should be undertaken outside of normal working hours. Where this is not possible leave **without** pay may be granted.

## **5.6 Time off for Dependants**

This relates to time off to deal with incidents involving a 'dependant' - defined as the teacher's parent, spouse/partner, child or someone who lives as part of the family or for whom the teacher is the main carer. This leave will be granted in order for alternative caring arrangements to be made. For each occasion, any leave beyond 1 day will be without pay and a total of 10 days per year will be granted.

Managers should be aware that a request should not be unreasonably refused. However, in considering the request, Headteachers and managers are advised to consider:

- the specific reason for the leave;
- the time and dates required;
- If the employee has explored alternative arrangements to support their dependant e.g. partner, other family member or appropriate person;
- organisational implications and cover arrangements.

Although time off under these provisions in the law is not paid, within Blackburn with Darwen, teachers can request not more than 10 days paid leave. Not more than 10 days paid leave may be granted for teachers in any academic year.

## **5.7 Parental Leave**

In accordance with legislation parents are entitled to 18 weeks' unpaid parental leave.

The right to unpaid parental leave can be used by employees who have at least one year's continuous service and who have parental responsibility for the purpose of caring for a child. Parents can use it to spend more time with their children and to achieve a better balance between their work and family life.

Entitlement relates to both men and women who are:

- the employed parents of a child have the legal right to take up to 18 weeks' unpaid parental leave until the child's 18th birthday.
- the employed parents of a child placed with them for adoption and each have the legal right to take up to 18 weeks' unpaid parental leave until the child's 18th birthday.
- the parents or adoptive parents of a child who has been awarded Disability Living Allowance and are each entitled to take up to 18 weeks' parental leave until the child's 18th birthday.

In the case of multiple children, the employee has the right to take unpaid parental leave in respect of each child, but will only be eligible to unpaid leave in blocks of multiples of one week up to a maximum of four weeks in any year.

An employee must give the employer at least 21 calendar days' notice of the date on which he or she intends a period of parental leave to start and the duration of the period of leave

In exceptional circumstances, the manager of the employee or the organisation may postpone parental leave for a maximum of 6 months from the date when the employee wishes to take the leave, where the service would be unduly disrupted. Parental Leave cannot be postponed when an employee provides notice to take it immediately after the time the child is born or placed for adoption. If it is necessary to postpone parental leave, the manager will write to the employee to confirm the reason why and confirm the alternative date agreed when parental leave can be taken.

## **5.8 Disability Leave**

Disability Leave is paid time off work for a reason related to someone's disability. It may be for a long or short period of time and may or may not be pre-planned.

Disability Leave is a 'reasonable adjustment' under the Equality Act, and is in accordance with good employment practice as recommended by the Equality and Human Rights Commission.

Disability Leave will not be included for purposes of assessing performance, promotion, attendance, selection for redundancy, and similar issues.

Where Disability Leave is needed, agreement must be reached on the approximate number of days and approximate date of the leave.

Some examples of reasons for planned disability leave include (but are not limited to):

- hospital, doctors, or complementary medicine practitioners appointments;
- hospital treatment as an outpatient;
- assessment for such conditions as dyslexia;
- hearing aid tests;
- training with guide or hearing dog;
- counselling/therapeutic treatment;
- recovery time after blood transfusion or dialysis treatment;
- physiotherapy (sessional or residential).

When, however, it is not possible to give the school notice, the teacher must contact the school as soon as it is reasonably practical of the estimated time off to be taken.

## **5.9 Redundancy**

Teachers who are under notice of redundancy are entitled, during the notice period, to reasonable paid time off during working hours to look for new employment, to undertake job observations or to make arrangements for training for future employment. The training need not be for the same type of work from which the employee is being dismissed.

## **5.10 School Governor Duties**

Reasonable time off is allowed for teachers to undertake School Governor duties.

When agreeing reasonable time off, consideration should be given for attendance at:

- full governing body meetings;
- committee meetings;
- disciplinary hearings;
- appeal committees;
- admissions committees;
- interviews.

## **5.11 Volunteer Members of Non Regular Forces**

Wherever possible, teachers should negotiate to attend camp outside term time. One week's additional paid leave (teachers 27.5 hours, part time pro rata) is allowed to attend summer camp with the choice to take the second week without pay.

## **Other Special Leave**

### **6.1 IVF (Fertility) Treatment**

Discretionary paid time off may be given to teachers undergoing fertility treatment where appointments cannot be arranged outside working time..

Teachers should be prepared to show an appointment card if requested. Confidential details maybe redacted.

### **6.2 Compassionate Leave**

To qualify for paid special leave for compassionate reasons, the event must be the death of a family member or a person with whom the teacher had a close, continuing relationship/friendship.

An employee may wish to request time off to make funeral arrangements as well as to attend a funeral. It would also be appropriate for leave to be granted on the day of notification of death.

The granting of compassionate leave for bereavement is to enable the teacher to make necessary arrangements and also to deal with their grief, to ensure that they are able to return to work and resume their duties. Each individual case is different therefore different amounts of leave may be granted depending upon the circumstances surrounding each case.

Where grief or trauma makes a teacher unable to return to work for health reasons, it may be more appropriate for the period of absence to be covered by a medical certificate. In such circumstances, a manager may suggest that an employee consult their general practitioner.

Primary carers who lose a child under 18 are entitled to leave and pay as per the Parental Bereavement Act. More information about this can be found in the Parental Leave Policy.

### **6.3 Time off to attend Funerals**

If a funeral is further afield than the immediate locality, or overseas, then a teacher may request a longer period of absence for travelling, which would be deemed reasonable in such circumstances.

The time allowed can range from just a few hours off to up to 6 days' paid leave in exceptional circumstances. In an aim to ensure some consistency, the following guidelines should apply:

- 1 day's paid leave to attend the funeral of a close relative;
- Up to 2 days' paid leave on the death of a partner, dependant or close relative;
- Up to a further 2 days' leave if you are responsible for the funeral arrangements or the estate of the deceased, partner or relative;
- Up to a further 2 days' paid leave if it is necessary to travel a considerable distance or abroad, or where travelling is unusually difficult, to attend the funeral.

Unpaid leave may be requested if additional time off is required.

### **6.4 Religious Observance**

The Council acknowledges the multi-faith nature of the British Society.

On some occasions, religious festivals may fall outside school holiday periods, weekends or closure days and this necessitates consideration of special leave for religious observance for teachers practicing that particular faith.

It is legitimate to balance the needs of the individual with the needs of the school, but this must be done in a consistent way. This does not mean that all requests have to

be granted, but that careful consideration must be given to each request and a response given.

## **6.5 Extended leave for Family / Religious purposes**

Employees may wish to take extended leave or travel abroad to fulfill family/religious obligations festivals or pilgrimage.

Although there is no express right to time off work for such religious observance, Headteachers and managers should aim to accommodate such requests where practical, bearing in mind that such occasions are clearly of significant personal importance to the individuals concerned. With this in mind, forward planning on the part of both Headteachers and employees for time off for observance of religious festivals and events is necessary.

When applying for extended leave, teachers should ideally provide 7 weeks' notice, or longer if possible, and include:

- the specific reason for the leave;
- the dates of any events requiring leave;
- clarity on the return date and the first day of work thereafter.

Requests should be made in writing well in advance of taking leave to allow time to consider the duration of time off required and should be considered sympathetically where it is reasonable and practically possible for employees to take leave.

Where the exact dates of leave required are not known at the time of the request, an approximate idea should be given. Teachers are asked to be mindful that, although Headteachers and managers will endeavour to accommodate leave requests for religious observance, this may not always be possible.

Before extending the discretion governors are advised to consider:

- is there an obligation for the teacher to attend the Religious Event as part of their faith?
- is there specific time for the Religious event?
- how many times are employees obliged to undertake the Religious Event?

Headteachers and managers should consider factors such as continuity of educational provision, and the health and safety, budgetary, and organisational implications of requests for time off.

Whilst it may be possible for one or a small number of teachers to be absent, it may be difficult if numerous requests are made. In these instances, the Headteacher/Manager is recommended to discuss the matter with the employees affected, and their Trade Union/Professional Association with the aim of exploring all the available options to minimise the potential disadvantage to employees of a particular religion/belief and balance the needs of the school and other

employees. Such discussions should be held in a timely manner, as uncertainty over whether requests for time off will be granted until very near the occasion itself may cause unnecessary distress.

Refusal to grant leave could be discriminatory if it cannot be justified by a legitimate business need which cannot be met by other reasonable means. Where leave is granted, it must be unpaid.

## **6.6 Other Emergencies**

This is to allow teachers time to meet with the police, arrange emergency housing for the family etc. after an incident such as a house burglary, explosion or fire. It is only intended to cover emergencies, not general visits to solicitors, sick relatives etc.

## **6.7 Attending Employment Interviews**

Paid time off is allowed for teachers to attend job interviews within the Council's service. For interviews outside local government, employees will be required to take special leave. The same criteria apply to anyone who is required to have a medical examination following an interview.

## **6.8 House Removal**

This facility is designed for situations where the removal cannot be on any other day than a working day.

One day will be allowed paid and it is to cover that day only and is not an allowance that can be taken in lieu.

## **6.9 Prospective Parents (Other than Mother)**

Paid time off is allowed for a teacher to attend one ante natal appointment, with reasonable time off for scans.

## **6.10 Wedding of a Close Relative**

To qualify for paid special leave for a wedding, the event must be for a family member or a person with whom the employee had a close, continuing relationship/friendship. If a wedding is further afield than the immediate locality, or overseas, then a teacher may request a longer period of absence for travelling. A maximum of three paid days will be authorised for the wedding of a family member. Subsequent time requested will be without pay.

## **6.11 Attendance at a Degree Ceremony**

To qualify for paid special leave for a degree ceremony, the event must be for the employee or a dependent. If the degree ceremony is further afield than the immediate locality, or overseas, then the option of two paid days may be authorised.

## **6.12 External Examiner / Moderator**

This applies to work done outside that already stipulated as part of a teacher's role in the current Pay and Conditions document. It includes external examiner, marker, awarder, external moderator, setters or revisers of question papers examination board instructors or presenters of INSET courses, members of committees/subject panels. Teachers should be encouraged to plan well ahead and to give schools good notice of their commitments to minimise disruption.

Paid leave from duties in connection with external examinations shall be available to teachers in certain circumstances. Details of this connection are set out in Appendix II of the Burgundy Book titled "Memorandum of agreement for the release of teachers".

### **6.13 Guest Lectureship**

Time off may be allowed at the Manager's discretion for teachers who are requested to provide lectures/talks on their work where this is to take place during normal hours. Requests for time off should be made to the Manager who, in deciding whether to approve the request, will take into account the relevance of the employee's job and benefits to the School.

If the work for the event has to be done in school time, then any monies paid for it should be made to offset salary costs.

If the work has been undertaken entirely in the teacher's own time, then any monies paid should go to the employee, who must understand the need to declare this to the Inland Revenue for tax purposes.

### **6.14 Study leave**

This facility should only apply where the teacher is receiving financial and/or time support from the school for a programme of study, which falls within the School's Teachers' Development Policy.

Where a teacher is undertaking approved private study for a recognised degree or diploma, not more than 20 days' paid leave will be available over the duration of the course as a whole. The amount of paid leave granted for specific courses shall be in accordance with arrangements determined by the Authority. The amounts of approved leave will be reduced pro rata for part-time teachers.

## **7 Further Advice**

For further advice and guidance on policy application and HR support, please contact your HR provider.

This is not intended to be an exclusive document and the guidance should be read in conjunction with the Special Leave Policy and information on Blackburn with Darwen Council School's HR intranet site.

Appendix 1 – Special Leave Request Form

Appendix 2 – Special Unpaid Leave – Agreement letter

Appendix 3 – Special Unpaid Leave – Refusal letter



Appendix 4 – Table detailing maximum periods of leave per Academic year

**Version Updated October 2020**

## Appendix 1 - Special Leave Request Form

### SECTION 1 – TO BE COMPLETED BY THE EMPLOYEE

PERSONAL DETAILS			
FULL NAME			
PAY REFERENCE			
POST HELD			
SCHOOL		SCHOOL NUMBER	
CIRCUMSTANCES OF LEAVE REQUEST			
I wish to request leave as specified below in the current Academic leave year:			
DATES			
When would you like the leave to commence? DATE (dd/mm/yyyy)			
When would you like the leave to cease? DATE (dd/mm/yyyy)			
Date returning to School			
Number of working days absent		<input type="checkbox"/> Paid <input type="checkbox"/> Unpaid	
Signed:			
Dated:			

### SECTION 2 – TO BE COMPLETED BY HEAD TEACHER / SCHOOL GOVERNOR

Request approved	<input type="checkbox"/> Yes <input type="checkbox"/> No
<div style="border: 1px solid black; width: 40px; height: 30px; margin-bottom: 10px;"></div> <div style="border: 1px solid black; width: 40px; height: 30px;"></div>	<div style="margin-bottom: 10px;">Days approved with pay</div> <div>Days approved without pay</div>
Reasons for approving or not approving request:	
Copy of letter provided to employee to confirm final decision.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If request approved for unpaid leave – have you informed your payroll provider?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signed:	
Dated:	

## **Appendix 2 – Special Unpaid Leave Agreement letter**

**Date:**  
**Ref:**  
**Ask for:**  
**Direct Dial:**

Dear

### **Special Unpaid Leave – Agreement**

Further to your recent request for extended, unpaid special leave, I am pleased to inform you that your request has been approved.

Your period of special leave will commence on (insert date) and you will be expected to return to work on (insert date). Failure to return to work on the agreed date, without prior agreement, may invoke the Disciplinary Procedure

I list below the specific terms agreed with you in relation to this period of special leave:-

(Insert details, as appropriate)

Yours sincerely,

Name  
Headteacher

### **Appendix 3 – Special Unpaid Leave – Refusal letter**

**Date:**  
**Ref:**  
**Ask for:**  
**Direct Dial:**

Dear

#### **Special Unpaid Leave – Refusal**

Further to your recent request for extended, unpaid special leave, I am writing to advise you that your request cannot be approved at this time.

The reasons that your request cannot be accommodated are:

(Insert details, as appropriate)

The School seriously considers all requests for special leave due to the reduced flexibility of term time teachers not having flexible holidays and I am sorry that we cannot support your requested period of absence. Please do not let this deter you from applying for a different period in the future.

Please do not hesitate to contact me if you have any queries relating to this decision on the above number.

Yours sincerely,

Name  
Headteacher

## Appendix 4 – Maximum periods of leave

Maximum periods of leave quoted relate to an academic year (1<sup>st</sup> September – 31<sup>st</sup> August). A day for purposes of this document is a day when an employee would be required to be available to work under the terms and conditions of their employment.

Category	Maximum Entitlement per Academic year (paid leave unless otherwise indicated)	Who Authorises
<b>STATUTORY SPECIAL LEAVE</b> <ul style="list-style-type: none"> <li>▪ Counsellors with Local Authorities</li> <li>▪ Election duties</li> <li>▪ Jury Service</li> <li>▪ Witness at Court</li> <li>▪ Magistrate Duties</li> <li>▪ Medical Screening</li> <li>▪ Time off for Dependants</li> <li>▪ Parental Leave</li> <li>▪ Disability Leave</li> <li>▪ Redundancy</li> <li>▪ School Governor Duties.</li> <li>▪ Trade Union / Teacher Association Duties</li> <li>▪ Volunteer members in the non-Regular forces</li> </ul>	<p>Up to a maximum of 208 hours</p> <p>As necessary</p> <p>No maximum</p> <p>No maximum</p> <p>Up to a maximum of 26 half day sessions.</p> <p>As necessary</p> <p>Up to a maximum of 10 working days paid leave, subsequent time unpaid</p> <p>18 weeks (maximum of 4 weeks in any 12 month period)</p> <p>Reasonable time off</p> <p>As necessary</p> <p>Reasonable time off</p> <p>Reasonable time off</p> <p>5 days paid, subsequent time unpaid</p>	<p>School</p> <p>School</p> <p>School</p> <p>School</p>
<b>OTHER SPECIAL LEAVE</b> <ul style="list-style-type: none"> <li>▪ Medical Appointments</li> <li>▪ IVF (Fertility) Treatment</li> <li>▪ Compassionate Leave</li> <li>▪ Time off to attend Funerals</li> <li>▪ Religious Observance</li> <li>▪ Going abroad for Family / Religious Purposes</li> <li>▪ Other Emergencies</li> <li>▪ Employment Interviews</li> <li>▪ House Removal</li> </ul>	<p>As necessary</p> <p>Reasonable time off</p> <p>Reasonable time off</p> <p>Up to a maximum of 6 days paid leave</p> <p>As necessary, unpaid</p> <p>As necessary, unpaid</p> <p>As necessary, unpaid</p> <p>As necessary, unpaid</p> <p>As necessary, paid</p> <p>1 day paid, otherwise unpaid</p>	<p>School</p> <p>School</p> <p>School</p> <p>School</p> <p>School</p> <p>School</p> <p>School</p> <p>School</p> <p>School</p>

<ul style="list-style-type: none"> <li>▪ Prospective Parents</li> <li>▪ Wedding of a Close Relative</li> <li>▪ Attendance at a Degree Ceremony</li> <li>▪ External Examiner / Moderator</li> <li>▪ Guest Lectureship</li> <li>▪ Study Leave</li> </ul>	<p>Reasonable time off</p> <p>Up to a maximum of 3 days paid leave</p> <p>Up to a maximum of 2 days paid leave</p> <p>Reasonable time off</p> <p>Reasonable time off</p> <p>As necessary, paid</p>	School
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## **CODE OF CONDUCT (SCHOOLS)**

### **1. INTRODUCTION**

School staff have an influential position in the school, and should act as role models for pupils by consistently demonstrating high standards of behaviour. All members of the school community are entitled to expect the highest standards of conduct (morally, ethically and legally) from all staff employed in schools and this guidance reflects relevant legislation and expectations applying to all employees working in such establishments.

### **2. PURPOSE**

This guidance is intended to:

- give clear guidance to all concerned regarding appropriate conduct in the workplace;
- enable schools to set out clear expectations of all staff in order to minimise the likelihood of misconduct in the workplace;
- comply with legislation that affects staff employed in educational settings.

### **2. SCOPE**

- 2.1 This procedure applies to all employees in Community and Voluntary Controlled schools (where the Local Authority (LA) is the employer). It is also recommended to all other maintained schools in the Borough.
- 2.2 Reference to 'Headteacher' throughout this document should read 'Chair of Governors' in the case of the conduct of the Headteacher.

### **3. BACKGROUND**

- 3.1 The Code sets out the minimum standards that should apply and is not exhaustive (See Section 6 for further details).

- 3.2 It is recommended that this document is shared with all staff on appointment and those in current employment and that a copy is included in the school's staff handbook.
- 3.3 Employees whose conduct fails to meet the standards of conduct as set out in this document may be regarded as being in breach of discipline and may be dealt with under the School's Disciplinary Procedure.

#### **4. GENERAL PRINCIPLES**

Staff are expected to fulfil the obligations placed upon them under the terms of their contract of employment, i.e.

- Be ready and willing to work as specified in their Job Description/Role Profile
- Conduct their work in a co-operative manner
- Attend work
- Be punctual in time keeping
- Be honest and trustworthy
- Carry out reasonable management instructions
- Take care of themselves, their colleagues and others whilst at work
- Take care of school property
- Familiarise themselves with, and follow the Health and Safety rules applicable in their school
- Comply with the school's Smokefree Policy.

#### **5. SPECIFIC REQUIREMENTS**

- 5.1 Teachers are expected to adhere to the Teachers Standards as set out in the School Teachers Pay and Conditions Document.
- 5.2 All staff are expected to adhere to and conduct themselves in line with the Safer Recruitment Consortium's 'Guidance for Safer Working Practice for Adults who Work With Children and Young People in Education Settings' (2019), including the requirement to safeguard pupils from harm and report any concerns they have..
- 5.3 All staff are expected to adhere to and conduct themselves in line with the Department for Education's statutory guidance for schools on the current 'Keeping Children Safe in Education' document

#### **6. GENERAL REQUIREMENTS**

##### Professional Conduct

All staff are expected to:-

- i. Accept and adhere to school policies and procedures.
- ii. Undertake their duties and responsibilities effectively, efficiently and diligently.



- iii. Show respect for all members of the school community by being polite, courteous and refraining from the use of inappropriate language, in all forms of communication e.g. verbal, face-to-face and electronic communications.
- iv. Maintain proper boundaries and relationships with pupils that are appropriate to their professional position at all times.
- v. Maintain the confidentiality of sensitive information (particularly relating to pupils) obtained in the course of their employment. Any information obtained in the course of employment should not be used for personal gain or benefit, nor should it be passed on to others who might use it in the same way. Any queries about what constitutes 'sensitive' information and with whom it can be shared should be directed to the appropriate member of the school's leadership team or the Designated Safeguarding Lead. All information containing personal data must be obtained, held and dealt with fairly and lawfully in accordance with current UK Data Protection legislation.).
- vi. Ensure fairness at all times when dealing with customers, suppliers, other contractors and sub-contractors. No special favour should be given to current/former employees or partners/relatives or associates.
- vii. Comply with the school's Bribery Act Statement in relation to the acceptance of gifts in cash or kind and hospitality, noting that it is a criminal offence under the Bribery Act 2010 to offer, promise or give financial advantage or other advantage to someone; or to request, agree or accept or receive a bribe from another person.
- viii. Declare any interests (financial or otherwise) that may be considered as being in conflict with the school's interests.
- ix. Use appropriate lines of communication and/or the relevant procedure to express views relating to their employment or the activities of the school.
- x. Have no contact with the media regarding school matters without the express permission of the Headteacher.
- xi. Notify the Headteacher of any known or suspected breaches of the law or of the school's policies, procedures and regulations and co-operate with any investigation of such breaches, particularly in relation to the safeguarding of children, health and safety and financial irregularity. Where this is considered not possible, reference should be made to the school's whistleblowing policy.
- xii. Disclose on appointment or at any time any civil/criminal charges, convictions or being the subject of a criminal investigation process (being charged or in possession of a conviction may not necessarily debar from appointment/employment or lead to disciplinary action; however failure to disclose where required will be considered as a serious act of misconduct).

- xiii. Use school equipment provided for the purposes of carrying out their role in a responsible and lawful manner.
- xiv. Not provide a professional reference on behalf of the school unless the contents of such reference have been agreed by the Headteacher.

### Personal Conduct

All staff are expected to:

- i. Ensure that personal relationships within work do not affect their professional role and do not bring the school into disrepute.
- ii. Notify the Headteacher either at appointment or during employment of any personal relationship in or outside of school which may result in honesty, objectivity or integrity being brought into question.
- iii. Notify the Headteacher of any change in personal (including medical) circumstances, which could impact on their ability to carry out their role.
- iv. Not engage in outside employment (e.g. private tutoring of the school's own pupils) which would be considered as undermining or conflicting with the business of the school.
- v. Wear any uniform, clothes, overalls or protective clothing as required for their role in school.
- vi. Dress in a way which is appropriate for a school setting and which reflects Paragraph 8 of the 'Guidance for Safer Working Practice'.
- vii. Conduct themselves in a professional manner at all times when wearing clothing or an identification badge that identifies them as an employee of the school.
- viii. Declare any interest/involvement with any outside organisations which may benefit financially or contractually from decisions taken by the school, e.g. the procurement of goods or services.
- ix. Conduct themselves both on and off duty (including the appropriate use of social media and technology) in a manner compatible with their employment status with the school. Social media includes any on-line web based tool which allows users to communicate with one another, by sharing information, opinions, knowledge and interests on line. Examples of social media include, but are not limited to, the use of apps, blogs, instant messaging, Facebook, Twitter, LinkedIn, YouTube, Instagram, Google+, Skype and Cloud Storage Solution. See the school's Social Media Policy for further details. Staff are also expected to use only school equipment to take photographs and videos, having previously obtained the appropriate consent.

- x. Ensure personal hygiene and appearance is respective of being employed in a school setting.

## **7. FURTHER GUIDANCE**

If Headteachers require any general advice regarding the application of this guidance and guidance, please contact your HR provider.

## **8. GUIDANCE REVIEW**

This guidance will be reviewed in accordance with any changes to statutory legislation and in consultation with the relevant recognised trade unions.

## **9. APPROVING BODY & DATE**

LJNCC: 21<sup>st</sup> October 2020



## **Smokefree Policy for Schools based Staff**

### **1. Statement of Purpose**

Schools within Blackburn with Darwen Borough Council are committed to the health and well-being of all of their employees. Under Section 2 of the Health and Safety at Work Act (HSWA) 1974 employers have a general duty to ensure, so far as is reasonably practicable, the health and safety of all employees. This policy aims to protect employees from the harmful effects of passive smoking.

The Government announced that smoking is to be banned in all enclosed public places with effect from 1st July 2007. This policy will ensure that Blackburn with Darwen Borough Council and Schools within the Borough adhere to all legal requirements as outlined in the legislation.

### **2. Scope**

This policy will apply to all Schools based staff in schools that choose to adopt this policy.

The policy covers all enclosed public spaces including entrances & exits to buildings, playgrounds, and school owned vehicles which are used as a shared commodity.

### **3. Roles & Responsibilities**

**Employees:** Employees are required not to smoke in enclosed public spaces or any other area defined in the scope of this policy.

**Headteacher:** Headteachers are responsible for ensuring that the policy is implemented and adhered to. Appropriate signage should be displayed in your work area to indicate that it is a non-smoking area and you should make employees aware of the policy content.

**Human Resources:** HR will provide Headteachers with advice and guidance on policy issues and support Headteachers, where necessary, during the formal stages of the policy, and will be responsible for policy revisions when necessary.

#### 4. Definitions

**Enclosed Public Space:** For the purpose of this policy, an enclosed public space is; any School/Council owned building; School/Council owned vehicles which are used as a shared commodity; entrances & exits to buildings; play grounds or School/Council owned premises.

**Smoking Cessation Sessions:** A smoking cessation session is a meeting with a group or individual where guidance and support are offered to people who would like help to give up smoking.

**Smoking:** For the purpose of this policy, smoking relates to the smoking of tobacco products or e-cigarette vapour. Smoking of any other substance will be dealt with under the alcohol and other substance abuse policy.

**Designated Breaks:** For the purpose of this policy, the following definitions of designated breaks will apply;

A Headteacher shall be entitled to a break of reasonable length in the course of each school day, and shall arrange a suitable person to assume responsibility for the discharge of his/her functions as Headteacher during that break.

A teacher shall be entitled to a break of reasonable length as near to the middle of each school day as is reasonably practicable.

For all other staff, designated breaks refer to the time agreed between the Headteacher & employee where the individual is entitled to take their unpaid break.

#### 5. Defining smoking & non-smoking areas

The legislation states that all enclosed public spaces are to be designated as non-smoking areas. All school premises, offices, vehicles, entrances & exits will be no smoking areas. However, there are some exemptions contained within the legislation i.e. private accommodation is exempt from the legislation. This means that school employees, who enter homes during the course of their work, will not be protected by the smoking legislation. Employees may wish to request that the home occupants do not smoke whilst they are present, however it is the occupants decision, and this cannot be enforced by the School. Whilst working in private accommodation employees will not be permitted to smoke during their working hours.

#### 6. Managing and maintaining the implementation of the Policy

If an employee is having difficulty refraining from smoking during working hours and they bring this to the attention of their Headteacher then they should be encouraged to seek help voluntarily. The Headteacher should provide information on smoking cessation sessions.

An employee who is found to be in breach of the policy will be given the opportunity to discuss the issue and where appropriate support will be offered. If an employee continually breaches the policy, or their initial breach poses a significant health &

safety risk to themselves or others, then they may be subject to disciplinary action in line with the disciplinary policy.

Employees who wish to smoke should only do so on their designated breaks and this should be done away from the School premises.

## **7. Managing employees who breach the policy**

### **7.1 Stage 1: Support Meeting**

Initial concerns about an employee smoking on School premises or during working hours should be discussed in the support meeting. This is an informal stage to the policy and does not form part of the disciplinary procedure. The Headteacher should explain to the employee that they are in breach of the policy and any further breaches may result in disciplinary action been taken. However, should the initial breach pose a significant health & safety risk to themselves or others, the employee may be subject to disciplinary action in line with the disciplinary policy.

The Headteacher should use this opportunity to discuss any concerns the employee has regarding smoking in the workplace. The employee should be offered support where appropriate, and if necessary, an action plan could be discussed / drawn up (Appendix A) where an employee is having difficulty refraining from smoking. The action plan should look to explore options such as Occupational Health Referrals, nicotine patches or smoking cessation sessions. Any support or action plan that is agreed should be continually monitored over an agreed period. It may be necessary to have more than one support meeting.

### **7.2 Stage 2: Review Meeting**

If an employee fails to adhere to the agreed action plan then they will be invited to attend a review meeting. Headteachers are required to give employees at least 48 hours written notice of the review meeting. The invitation letter (Appendix B) should remind the employee of their right to representation (either a Trade Union representative or work colleague).

At the review meeting the Headteacher or nominated person should re-enforce the importance of not smoking in the workplace and the action plan and agree any changes or additional support required. A management instruction will be issued at this meeting to confirm the required compliance with the amended action plan. It should also be explained that any further breaches of the policy may result in further disciplinary action being taken. The outcome of the meeting should be confirmed in writing within 7 working days.

### **7.3 Stage 3 - Disciplinary**

If an employee is found to be in breach of the policy on more than one occasion, or if the initial breach poses a significant risk to the health & safety or wellbeing of themselves or others then you should immediately move to the formal stages of the Disciplinary Policy. Please refer to the Schools Disciplinary Policy.

## Smokefree Policy: Action Plan

<b>Employee</b>	
<b>Headteacher</b>	
<b>Date</b>	

<b>Issue</b>	<b>Target</b>	<b>Support</b>	<b>Timescale</b>	<b>Review Period</b>
1.				
2.				
3.				
4.				

Employee Signature: \_\_\_\_\_

Headteachers Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PRIVATE AND CONFIDENTIAL

**Date:**  
**Your Ref:**  
**My Ref:**  
**Please ask**  
**for:**  
**Direct Dial:**

Dear

**RE: Stage 2 Review Meeting**

I write in reference to our previous discussion(s) regarding smoking in the workplace / smoking during work time (*delete as applicable*), which took place on (*Insert date*). At that time I informed you that I would continue to monitor the situation for a (*Insert period*) and that if you were found to be in breach of the policy again then I would have to address the situation in accordance with the Schools Smokefree Policy.

Following this meeting, you have been found to have once again breached the Schools Smokefree Policy. Therefore, I feel that we now need to discuss this issue in a formal meeting, in accordance with the Schools Smokefree Policy. This meeting will take place on (*Insert date, time & venue*). At the meeting I shall be accompanied by (*Insert name*) (*delete if not appropriate*)

The purpose of this meeting is to discuss your breach of the policy, to review the content of your action plan (*if applicable*) and to review what support can be offered. The meeting may result in you being issued with a management instruction.

You are entitled to be represented at this meeting, by a representative of the recognised Trade Unions or by a colleague of your choice. You are responsible for arranging your own representation.

(*If applicable*) I have enclosed a copy of the Schools Smokefree Policy for your information.

In the meantime, if you have any queries regarding this meeting, please do not hesitate to contact me.

Yours sincerely

(Insert name)  
Headteacher





## **ENDING FIXED-TERM CONTRACTS IN SCHOOLS: MANAGERS' GUIDANCE**

### **Contents**

- 1. Introduction: the aim of this guidance**
- 2. Scope**
- 3. Principles**
- 4. Procedure**
- 5. Post procedural considerations**
- 6. Timescales**
- 7. When to seek further advice**
- 8. Scheduling the meeting**
- 9. Content of the meeting**
- 10. Conduct of the meeting**
- 11. Other Council policies**

- Appendix A - Checklist for ending a fixed term contract**  
**Appendix B - Invitation letter - meeting to discuss the termination**  
**Appendix C - Decision letter**

### **1. Introduction**

This document aims to provide guidance on the procedure and process for ending the employment of those employees who are employed on a fixed-term contract in schools.

**The expiry of a fixed-term contract without renewal is regarded in UK law as a dismissal.**

Ending a fixed-term contract is a dismissal in the same way as a dismissal by reason of discipline or capability etc. For this reason it is necessary to ensure a fair process when dismissing an employee at the end of a fixed-term contract.

Please note that the term "Fixed Term" covers all fixed term and temporary contracts – not just those which are fixed term by virtue of the fact that at the outset they were due to end on a specific date (i.e. it includes contracts, for example, to cover for sickness or maternity leave which are temporary but for which there is no specific end date).

## **2. Scope**

This procedure applies to all employees in schools employed on a fixed-term contract.

## **3. Principles**

In Schools, where the Local Authority (LA) is the employer, the Headteacher and/or Governing Body must consult with the LA (Director of Children's Services), their HR Provider, and where appropriate the Diocese, for advice at the earliest opportunity, and prior to any hearing being arranged in cases which may potentially result in the dismissal of an employee. Schools must also consult with the LA when considering a settlement agreement.

All community, voluntary controlled, community special and maintained nursery schools should note the following:

- that when arranging a hearing or appeal hearing to consider dismissal they should notify the LA; the LA may then make the decision that an LA representative will be on the panel;
- in cases where the LA is not on the panel, the school should inform the LA of their decision before communicating this to the employee;
- the panel has a duty to consider the views of the LA and document these and any reasons why they are not taking account of their views.

### **3.1 Support at meetings**

Employees may be accompanied by a recognised Trade Union Representative or work colleague where they are required to attend a meeting. This does not extend to legal representation. It is the employee's responsibility to arrange this.

If the employee has a disability, schools should consider whether it might be reasonable to allow them to be accompanied with consideration of their disability or the disability of a companion. For example, if the employee or companion has a hearing impairment, they may request that someone who can do sign language accompanies them. If schools have a particular query, they should contact HR for further advice.

An employee who is accompanying a colleague of the same employer is entitled to take reasonable time off to fulfil that responsibility.

The companion has no right to answer questions on the employee's behalf, or to address the meeting if the employee does not wish it, or to prevent the employer from explaining their case.

### **3.2 The role of the HR Consultant**

The role of the HR Consultant in any meeting is to support the manager conducting the meeting, to provide advice on the application of the procedure and to ensure that the procedures are carried out in a fair and consistent manner. The HR Consultant will be allowed to ask any necessary questions of any party within the meeting but will have no authority to determine any outcomes.

### 3.3 Record keeping / Confidentiality

Full confidential records of the process should be kept covering all stages of the procedure, including a record of:

- Documentation to support the ending of the contract
- The initial notification to the employee of the termination of employment and any subsequent related correspondence
- Notes of all meetings held with the employee
- Any follow-up actions taken e.g. redeployment activity
- Details of any appeal against the dismissal and its outcome

These should be held confidentially on the employee's personal file and the employee's manager should ensure all such documentation is provided to their HR provider.

Under current UK Data Protection legislation individuals have the right to request and be granted access to any documents held about them personally on file or on a computer system. Such requests should be made through the completion of a subject access request which will be forwarded to the Data Protection Team.

## 4. Procedure

There must be a genuine reason for ending the contract (i.e. such as a return from maternity leave, or the cessation of a funding source, and when other options have been explored but no alternative to dismissal has been identified i.e. some other substantial reason or redundancy).

Prior to taking a decision to terminate an employee's contract of employment, the following three-step process must be followed

- |        |   |
|--------|---|
| Step 1 | The employee must be advised in writing of the impending expiry of the contract and the reasons for the termination, and be invited to attend a meeting to discuss the termination (A template letter can be found at Appendix B)   |
| Step 2 | The meeting should then be held to discuss those reasons and to consider any alternatives put forward by the employee, for example, to establish whether there is any alternative work that the employee could do.  |
| Step 3 | The decision (e.g. that the employee is to be dismissed on account of his or her fixed-term contract coming to an end) must be confirmed in writing by an appropriate person with the authority to dismiss (i.e. Head teacher, Chair of Governors, Local Authority), specifying the right to appeal the decision, and how to exercise that right (A template letter can be found at Appendix C) |

If the employee does appeal against the decision to dismiss, the appeal must be confirmed in writing to the Clerk to the Governing Body and will be heard by a panel of Governors. The final decision should be communicated to the employee in writing.

Successive Fixed Term Contracts – These should not last longer than a combined period of four years (unless the adoption of a longer period is objectively justified). As a result, after four years the contract will normally become permanent. An employee on a fixed term contract will have the right to request a statement from his/her employer outlining the reasons why the contract remains fixed term beyond the four year period or for confirmation that the contract has become permanent.

#### **4.1 Right to be informed of suitable vacancies**

Employees engaged on a fixed-term contract have the right to be informed of any suitable available vacancies that arise within the schools in accordance with the schools' advertising procedures.

The occupation of a fixed term post does not create an automatic right to occupy that post should a decision be made to establish it on a permanent basis.

#### **4.2 Redeployment**

The school will support the employee to obtain alternative employment. Information about employees at risk of redundancy will be shared with other schools via Headteachers forums etc in order to encourage those undertaking recruitment to consider vulnerable employees.

#### **4.3 Written statement of reasons for dismissal**

Any employee is entitled to request a written statement of reasons for dismissal, and the school is obliged to comply with such a request within 14 days. Compliance with this procedure will ensure that this legal obligation is met.

#### **4.4 Redundancy pay**

The employee will also be entitled to statutory redundancy pay if the dismissal is by reason of redundancy and the person has accrued two or more year's continuous service, whether on one or more fixed-term contracts.

### **5. Post procedural considerations**

An employee who has worked for the school for two years or more will have gained the right to bring a complaint of unfair dismissal to an employment tribunal, so appropriate steps must be taken to ensure that the dismissal is fair.

Generally, dismissal on the expiry of a fixed-term contract will be fair provided that:

- The fixed-term contract was set up for a genuine purpose;
- The purpose of the contract and the reason for it being for a fixed term were known to the employee;
- The underlying purpose of the contract had ceased to be applicable when the employee was dismissed

## **6. Timescales**

Attention must be paid to the length of service of the employee and whether or not they have worked on any preceding fixed-term contracts that are linked to the current contract.

Even if the date of termination has been agreed in advance, the employee should be given statutory written notice of at least one week.

Employees that have been continuously employed for two years or more are entitled to a minimum of a week's notice for every year of service up to a maximum of 12 weeks.

Employees in a probationary period are subject to one week's notice.

There is no requirement to re-issue notice where employees are on a fixed term contract where the end date has been specified, however, should such contracts be terminated early then notice would need to be given.

## **7. When to seek further advice**

### **7.1 Redundancies – part of a pool**

Please contact your HR provider if a fixed-term employee is likely to become at risk of redundancy for any reason other than the end of their contract.

### **7.2 If a fixed-term employee is to work beyond 2 years**

If an employee has been continuously employed beyond 2 years in a single role or in a number of roles with the school or local government advice on their employment status must be sought from your HR provider.

### **7.3 During the 3-step process**

During meetings with the employee to discuss the ending of their contract, although the Head teacher holding the meeting should have gathered relevant information prior to the meeting, further details may come to light which may make it necessary to adjourn the meeting and seek further information or advice. Where such an adjournment is necessary, clear timescales should be agreed with the employee.

## **8. Scheduling the meeting**

Where possible the Head teacher should agree the date of the meeting with the employee in consultation with the employee's representative. If the representative cannot attend on the proposed date, the employee can suggest an alternative time and date so long as it is reasonable and it is not more than five working days after the original date.

If the availability of a representative will unduly delay the meeting then the employee should be requested to arrange a different representative who can attend within a reasonable timescale.

## **9. Content of the meeting**

The meeting should focus on the termination of the contract and not be diverted into a discussion on other issues. All parties should be allowed to state their case without interruption. The manager will control the meeting with the assistance of the HR Consultant (if present). This is a formal meeting and not a general discussion.

## **10. Conduct of the meeting**

The manager will chair the meeting and normally be advised by a HR Consultant. It is important that the meeting is conducted in a professional manner at all times and all parties are given the opportunity to ask and respond to questions. A short adjournment for a reasonable reason may be requested at any time during the meeting.

## **11. Outcome Letters**

For all employees who are legally employed or engaged by a Community School and are to be dismissed:

- within 14 calendar days beginning with the date on which the notification from the Governing Body is received, the LA will issue notice to terminate the employee's contract or issue confirmation of the decision taken at a dismissal appeal hearing.
- The notice period and the date of termination will be confirmed in writing and will be as given in the dismissal decision at the hearing. If a subsequent appeal reverses the decision, the notice to terminate the contract will be rescinded. Where a notice period applies, the notice period will commence from the date the employee receives the dismissal decision.

For all employees who are legally employed or engaged by the Governing Body and are to be dismissed:

- within 14 calendar days of the hearing, the Governing Body will issue notice to terminate the employee's contract or issue confirmation of the decision taken at a dismissal appeal hearing.
- Where a notice period applies, the notice period will commence from the date the employee receives the dismissal decision from the Governing Body.
- The notice period and the date of termination will be confirmed in writing and will be the same as that given with the dismissal decision by the governing body at the hearing. If a subsequent appeal reverses the decision, the notice to terminate the contract will be rescinded.
- A written statement will accompany all dismissal letters issued from the School confirming their decision.

A standard outcome letter is available from the school's HR Provider.

The decision of the governor panel hearing the appeal is final. There is no further right of appeal. A copy of the outcome letter should be retained by the school and placed on the employee's HR file.

## **12. Other Policies**

Reference should also be made to the following school policies:

- Redundancy Policy and Procedure

**If you have any questions or queries with regard to the content of this guidance you should contact your HR Provider, if BWD is your provider please ring the School HR Advice Line on 01254 588973.**

**Updated: January 2021**

## **Appendix A**

### **Checklist for ending a fixed-term contract**

- Recognise that the expiry of a fixed-term contract is regarded in UK law as a dismissal
- Ensure that all fixed term contracts are reviewed at least 4 months before they are due to end, to ensure that the potential maximum 12 weeks' notice for employees who have 12 years' continuous service is satisfied.
- Make sure that it is possible to demonstrate the reason for the dismissal (usually redundancy)
- Take appropriate steps to ensure that the dismissal is fair in all circumstances
- Remember that employers are required to follow minimum statutory procedures when contemplating dismissing an employee
- Take care not to allow a fixed-term contract to expire without renewal and then engage someone else on a new temporary contract to do the same work
- Check, before dismissing the employee that the underlying purpose of the contract has ceased to be applicable.
- Establish whether the fixed-term employee is entitled to statutory redundancy pay.
- Take steps to ensure that fixed-term employees are informed of any suitable vacancies.
- Give the employee written notice of the termination of the contract (in accordance with the provisions of the Employments Act 1996).
- Be aware that employees with the requisite service can request a written statement of reasons for dismissal.



## Appendix B

Dear \*\*\*\*,

**FIXED TERM CONTRACT/TEMPORARY CONTRACT** \*delete as appropriate

I am writing to notify you that your fixed term/temporary\* contract is due to end on (date).  
(\*delete as appropriate)

The reason for this is.....

You are invited to attend a meeting to discuss this matter on (date) at (time) at (venue).  
\*\*\*\*\*, HR Consultant will be supporting at the meeting.

You are entitled, if you wish, to be accompanied by a work colleague or a representative of your trade union or professional association. You are responsible for arranging your own representation. This does not extend to legal representation.

I would be grateful if you could confirm if this date is convenient.

Yours sincerely,

## Appendix C

Dear \*\*\*\*\*,

**FIXED TERM CONTRACT/TEMPORARY CONTRACT** \* delete as appropriate

Thank you for attending the meeting on (date). Present at the meeting were xxxxxxxxxx

At this meeting you were informed that your fixed term/temporary contract was due to end on (date) and that the reason for this is .....

(\*delete as appropriate)

**For fixed term contracts**

I am writing to confirm that your fixed term contract will end on .....(date)

**For temporary contracts**

I am writing to confirm that your temporary contract will end on ..... (date) and this letter is formal notice of the termination of your employment.

***NB - For temporary contracts be mindful of notice periods***

You have a right of appeal against this decision. If you wish to appeal please write to (name) within \*.....working days.

**(\*please use the number of days specified in the disciplinary procedure adopted by your school).**

I would like to take this opportunity to thank you for your service to the school which has been very much appreciated.

Yours sincerely



## Menopause Policy and Guidance - Schools

### 1. Introduction

Menopause is a normal part of every woman's life. We want everyone to understand what menopause is and to be able to talk about it openly without embarrassment.

This policy recognises that menopause affects individuals in different ways and that women may need appropriate flexibility, support and adjustments during the time of change before, during and after the menopause.

This policy sets out the guidelines for members of staff and managers on providing the right support to manage menopausal symptoms at work. It may also be useful for employees who have family members who are going through the menopause, as this may also impact on employees.

### 2. Scope of Policy and Guidance

This policy applies to all staff and managers.

### 3. Aims of the Policy

The aim of this policy is to:

- help create an environment where women feel confident enough to raise issues about their symptoms and ask for adjustments at work. The school will treat all individuals with dignity and respect during this time and to ensure that the workplace provides support that may be needed.
- Educate and inform employees and managers about the potential symptoms of menopause and how they can be supported at work.
- Reduce absenteeism due to menopausal symptoms.

### 4. Definitions

**Perimenopause** - this is the time leading up to menopause when a woman may experience changes, such as irregular periods or other menopausal symptoms. This can be years before menopause.

**Menopause** occurs when a woman stops menstruating and reaches the end of her natural reproductive life. This usually occurs when a woman has not had a period for twelve consecutive months (for women reaching menopause naturally). The average age for a woman to reach menopause is 51, however, it can be earlier or later than this due to surgery, illness or other reasons. Menopause is caused by a change in the balance of the body's hormones, such as the body stops producing as much oestrogen.

**Post menopause** is the time after menopause has occurred, starting when a woman has not had a period for twelve consecutive months.

### 5. Menopause Symptoms

Most women will experience some menopausal symptoms. Symptoms can manifest both physically and psychologically including, but not exclusively, hot flushes, sleep disturbance, low mood, poor concentration, headaches, panic attacks, heavy/light periods, depression, anxiety, and loss of confidence.

## **6. Managing Menopause Symptoms and Support**

Employees who feel they may be experiencing menopause symptoms, should in the first instance consult with their GP. The National Institute for Health and Care Excellence (NICE) website, [Nice.org.uk guidance](https://www.nice.org.uk/guidance) provide a helpful guide for women on managing menopause and seeking advice and support from a medical professional.

Employees are encouraged to speak to their manager to discuss their symptoms, any issues or just to talk about how they are feeling (they may not recognise themselves that they are symptomatic).

The manager will allow adequate time to have a confidential conversation with the employee, suggest ways in which they can be supported and agree actions, and how to implement. They will also agree if other members of the team should be informed, and by whom so that the employee has the support they require.

## **7. Workplace Adjustments**

Your Headteacher / Line manager will consider appropriate work place adjustments, These temporary adjustments will hopefully be beneficial. Working in a school setting may present challenges in adapting working practice, however a manager may consider the following adjustments, but not exclusive:

- temperature control for their work area, such as a fan on their desk or moving near a window, or away from a heat source;
- Easy access to drinking water;
- Be allowed to adapt prescribed uniform/dress code;
- Discuss if there are times of the day when concentration is better or worse, and adjust practice accordingly, where feasible;
- Promote counselling and employee support services offered via AbleFutures, Mindmatters and Blackburn Health Services

Where adjustments are unsuccessful or if symptoms are proving more problematic, the manager may refer the employee to Occupational Health with the assistance and guidance from HR and implement any recommendations, where reasonably practical.

## **8. Managing an Employee's Absence**

Menopause may cause an employee to have an increase in absences from work. It is important to refer to the improving attendance policy when managing absences, including giving consideration to the Equality Act 2010.

## **9. Additional Support and Guidance**

There are a number of sources of information available for both employees and managers through the following websites:

[NHS website - menopause guidance](https://www.nhs.uk/health/a-z/menopause)

[Nice.org.uk guidance](https://www.nice.org.uk/guidance)

[Menopause matters website](https://www.menopausematters.co.uk)

[Simply hormones website](https://www.simplyhormones.co.uk)

## **9 Monitoring**

Headteachers will be responsible for monitoring the policy in their own schools in order to measure its effectiveness and to identify any improvements that can be made.

Approving body and date:  
LJNCC: 14<sup>th</sup> April 2021