

Family Leave Policy

Family leave policy: document provenance

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Summary of changes in this review	• Changes to reflect updated terminology related to the introduction of business services • Separate policies relating to family leave combined into one overall policy • Revision of existing provisions to recognise updates in best practice and employment law • Addition of provision for neonatal care leave, child loss and death of a partner introduced in the updated Employment Rights Act
Related policies and documents	• Equality, diversity and inclusion policy • Working flexibly policy • Staff leave policy • Data protection policy • Health and safety policy • Absence monitoring policy

Unless there are legislative or regulatory changes in the interim, the policy will be reviewed as per the review cycle. Should no substantive change be required at this point, the policy will move to the next review cycle.

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Part A: General

1.0 Policy statement

- 1.1 Dixons Academies Trust (our trust) is aware of its commitment to create a family-friendly working environment and to meet our obligations in respect of maternity, paternity, adoption, parental, shared parental and neonatal leave, as well as supporting those employees who experience the trauma of losing a child, whether during pregnancy or afterwards.

2.0 Scope and purpose

- 2.1 This policy is divided into sections that set out our commitments to our staff regarding the different types of leave and detail how any relevant payments will be calculated.
- 2.2 This policy applies equally to all employees of our trust, and we will ensure that no one is discriminated against or subjected to detriment by taking any of the types of leave detailed under this policy.
- 2.3 Where an employee has enhanced terms protected under TUPE, the enhanced terms will apply.

3.0 Monitoring and review

- 3.1 This policy has at its formation, been subject to consultation with recognised trade unions. Unless there are legislative or regulatory changes in the interim, this policy will be reviewed every three years; this will include consultation on any changes with recognised trade unions. Should no substantive change be required at this point, the policy will move to the next review cycle.

4.0 Data protection obligations

- 4.1 When managing an employee's leave and pay under this policy, our trust processes personal data collected in accordance with its data protection policy. Data collected is held securely and accessed by, and disclosed to, individuals only for the purposes of managing the leave and in line with the records retention policy. We will comply with the requirements of all relevant data protection legislation including the Data Protection Act 2018, the UK General Data Protection Regulation (GDPR) and the Data Use and Access Act 2025.
- 4.2 Records will be kept in accordance with our data protection policy.

5.0 Definitions

- 5.1 The following definitions apply throughout this policy.

Term	Definition
Expected week of childbirth	The week, starting on a Sunday, in which a doctor or midwife expects an individual (or their spouse, civil partner or partner) to give birth.
Qualifying Week	The 15th week before the Expected Week of Childbirth, or the week in which an employee is notified in writing by an adoption agency of having been matched with a child.
Intended Start Date	The date on which an employee indicates they would like to start their maternity, paternity or adoption leave.
Expected return date	The date we will expect an employee to return to work if they take their full entitlement to maternity leave or adoption leave.
Relevant period	An eight-week period ending with the Qualifying Week in birth cases, or the eight-week period ending with the week in which an employee or their spouse, civil partner or partner were notified of being matched with a child in adoption cases.
Ordinary maternity leave (OML)	A period of 26 weeks' leave is available to all employees who qualify for maternity leave.
Additional maternity leave (AML)	A further period of up to 26 weeks' leave immediately following OML.
Partner	Someone (whether of a different sex or the same sex) with whom an employee lives in an enduring family relationship, but who is not their parent, grandparent, sister, brother, aunt or uncle, niece or nephew.



Parent	One of two people (whether of a different sex or the same sex) who will share the main responsibility for a child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).
Expected placement date	The date on which an adoption agency expects that it will place a child into an employee's care with a view to adoption.
Ordinary adoption leave (OAL)	A period of up to 26 weeks' leave available to all employees who qualify for adoption leave.
Additional adoption leave (AAL)	A further period of up to 26 weeks' leave immediately following OAL.

Part B: Maternity leave

6.0 Scope

6.1 This part sets out the arrangements for supporting employees who are pregnant or have recently given birth.

7.0 Notification

7.1 Ensuring the health, safety and wellbeing of all our members of staff is important to our trust. To ensure that we can meet our responsibilities in this area, employees should inform us as soon as is practicable after finding out that they are pregnant.

7.2 Members of staff must, before the end of the Qualifying Week, or as soon as reasonably practical afterwards, write to their line manager informing them that:

- they are pregnant
- the expected week of childbirth
- the date on which they would like to start their maternity leave (Intended Start Date)

7.3 Employees must also provide their line manager with a certificate from their doctor or midwife confirming their expected week of childbirth. This is usually provided on form Mat B1 and is generally issued around the 20th – 26th week of pregnancy.

7.4 Line managers should notify our trust HR service delivery team and ensure that they undertake the relevant actions to ensure the health, safety and wellbeing of the expectant mother.

8.0 Time off for antenatal care

8.1 Members of staff are entitled to reasonable time off during the working day to attend appointments for antenatal care. This includes any relaxation or parenting classes that a midwife, doctor or health visitor has advised them to attend.

8.2 Employees should try to give as much notice as possible of the appointment and, wherever possible, try to arrange them as near to the start or end of the working day.

9.0 Sickness

9.1 Periods of sickness absence that are related to an employee's pregnancy will be paid in accordance with an employee's contractual entitlement to sick pay in the same manner as any other absence.

9.2 Periods of pregnancy-related absence will still be recorded in the same way as other sickness absences but will not be counted in terms of any employment-related decisions or decisions made under our absence monitoring policy.

9.3 Where a pregnant employee is absent from work for a pregnancy-related illness in the four weeks before their expected week of childbirth, their maternity leave will start automatically.

10.0 Health and safety

10.1 We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to identify and assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding. There is a guide to supporting expectant mothers, including a sample expectant mothers risk assessment which can be accessed through Dixons Digital.

10.2 Line managers, with the support of our HR centre of excellence, should undertake the appropriate risk assessments as soon as practicably possible after receiving notification. In completing the risk assessments, they should work with the member of staff and ensure they are aware of any risks identified and any preventive and protective measures that have been or



will be taken. If we consider that, as a new or expectant mother, a member of staff would be exposed to health hazards in carrying out their normal duties, we will take reasonable steps necessary (for as long as necessary) to avoid those risks. This may involve:

- changing their working conditions or hours of work
- offering them suitable alternative work on terms and conditions that are the same or not substantially less favourable
- suspending them from their duties, which will be on full pay unless they have unreasonably refused suitable alternative work

10.3 Risk assessments should be discussed with the employee periodically and updated to reflect any changes in circumstances.

11.0 Entitlement to maternity leave

11.1 All employees, regardless of previous service, are entitled to up to 52 weeks' maternity leave, which is divided into:

- ordinary maternity leave of 26 weeks (OML)
- additional maternity leave of a further 26 weeks immediately following OML (AML)

12.0 Starting maternity leave

12.1 The earliest date an employee can start maternity leave is 11 weeks before the expected week of childbirth, unless the child is born before this date. Maternity leave can commence on any day of the week.

12.2 When notifying their line manager of their pregnancy, employees will have set out their Intended Start Date. Our HR service delivery team will write to the employee within 28 days of being notified by the line manager, confirming:

- the expected date of return from maternity leave
- arrangements for pay during the full period of maternity leave

12.3 Employees can change their Intended Start Date at any point by giving at least one month's notice before the earlier of the original Intended Start Date or new Intended Start Date.

12.4 Maternity leave will start automatically on the earlier of:

- the agreed Intended Start Date
- the day after the employee is absent for a pregnancy-related illness during the four weeks before the expected week of childbirth
- the day after the employee gives birth

12.5 If an employee gives birth before the agreed Intended Start Date, then they should inform their line manager as soon as possible, the line manager should communicate this to our HR service delivery team without delay to ensure that the employee receives the correct rates of pay.

12.6 The law prohibits employees from working in the two weeks following childbirth.

12.7 Shortly before an employee's maternity leave starts, the line manager should meet with them to discuss the arrangements for covering their work during their absence and the arrangements for remaining in contact during the period of leave. Line managers must ensure that, unless the employee requests otherwise, arrangements are in place to keep the employee informed of internal news, job vacancies, training and work-related social events.

13.0 Maternity pay

13.1 Statutory Maternity Pay (SMP)

13.2 Employees are entitled to SMP if they:

- have been continuously employed for at least 26 weeks at the end of the Qualifying Week, and remain employed throughout that week; and
- have average weekly earnings, during the eight weeks ending with the Qualifying Week (the relevant period), are not lower than the earnings limit set by the government; and
- have provided us with a doctor's or midwife's certificate (MAT B1 form) stating the expected week of childbirth; and
- have given at least 28 days' notice (or if that's not possible as much notice as they can) of their intention to take maternity leave; and
- are still pregnant 11 weeks before the start of the expected week of childbirth or have already given birth.

13.3 SMP is calculated according to the table below.



Weeks	SMP calculation
Weeks 1 - 6	90% of an individual's average weekly earnings, calculated over the relevant period. This is called the earnings related rate.
Weeks 7 - 39	The prescribed rate which is set by the government for the relevant tax rate, or the earnings related rate if this is lower.
Weeks 40 - 52	Nil

13.4 SMP accrues from the day that an employee starts their OML, and thereafter at the end of each complete week of absence. SMP is calculated and paid on the next available pay date after it accrues.

13.5 If an employee leaves the organisation for any reason after the start of the Qualifying Week, then they retain their entitlement to SMP. If they haven't commenced maternity leave at the time they leave, then SMP shall start to accrue on the later of:

- the Monday of the week following the week in which employment ends; or
- the 11th week before the expected week of childbirth.

13.6 If an employee becomes eligible for a pay raise before the end of their maternity leave, then it will be treated for SMP purposes as though it had applied throughout the relevant period. In this event, our HR service delivery team will recalculate, apply any increase retrospectively and send the employee a copy of the revised maternity pay arrangements.

13.7 If an employee is not eligible for statutory maternity pay, the employer must give them an SMP1 form. The employee may be eligible for maternity allowance paid by Jobcentre Plus.

13.8 Contractual Maternity Pay (CMP)

13.9 Members of staff with at least 12 months of continuous service at the 11th week before the expected week of childbirth will be entitled to receive CMP.

13.10 For the purposes of calculating service in regard to CMP, previous reckonable service accrued in line with the provisions of the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 (RPMO) will be taken into consideration.

13.11 CMP is calculated according to the table below.

Weeks	SMP calculation
Weeks 1 - 6	100% of normal pay, offset against any payments for SMP or maternity allowance (for individuals not entitled to SMP).
Weeks 7 - 26	50% of normal pay plus any prescribed rate of SMP to which they may be entitled, paid without deduction except to the extent that combined pay and SMP exceeds 100% of normal pay.
Weeks 27 - 39	The prescribed rate which is set by the government for the relevant tax rate, or the earnings related rate if this is lower.
Weeks 40 - 52	Nil

13.12 Employees must return to their role for at least 13 weeks as a qualifying condition to receive CMP. If they do not return to work for a three month period, they will be required to repay the difference between any CMP paid and their SMP entitlement.

13.13 If an employee requests to reduce their hours on return, and this request is agreed to, then the three-month period will normally be extended to equate to three months' service based on the number of hours worked prior to the reduction in hours.

14.0 Terms and conditions during maternity leave

14.1 All of an employee's terms and conditions of employment remain in force during any period of OML or AML, except for the terms relating to pay.

15.0 Annual leave

15.1 All members of staff continue to accrue annual leave during maternity leave at the rate provided for in their contract of



employment.

15.2 Teachers

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

15.4 An individual's accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after their maternity leave. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement that has accrued during the maternity leave period. However, on the rare occasions that there are insufficient academy closure periods to accommodate any outstanding annual leave entitlement, the member of staff will be entitled to take any remaining leave during term time at a time mutually agreed upon with their principal or relevant school and college trust leader.

15.5 Associate staff: term time only workers

15.6 The salary calculation for support staff contracted to work term time only, or term time plus additional working weeks, includes proportionate annual leave entitlement and there is no entitlement to annual leave, except during academy closure periods.

15.7 An individual's accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after their maternity leave. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement they have accrued during the maternity leave period. However, on the rare occasions that there are insufficient academy closure periods to accommodate their outstanding annual leave entitlement, they will be entitled to take any remaining leave during term time at a time mutually agreed upon with their principal.

15.8 Associate staff: all year-round workers

15.9 Annual leave entitlement will continue to accrue at the rate provided under an employee's contract. If their maternity leave continues into the following holiday year, any holiday entitlement that cannot reasonably be taken before an individual starts maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless the person's manager agrees otherwise. Members of staff should try to limit carry over to one week's holiday or less.

15.10 Our holiday year runs from 1 September to 31 August.

16.0 Pensions

16.1 During any period of paid maternity leave, we shall continue to make any employer pension contributions that we usually make based on the pay an individual receives while on maternity leave. If a member of staff wishes to increase their contributions to make up any shortfall from those based on their usual salary, they should contact the relevant pension provider directly.

16.2 During any period of unpaid maternity leave, we shall not make any employer pension contributions, and the period shall not count as pensionable service; depending on their scheme membership, some groups of staff may be eligible to make additional and/or top-up payments. Further information should be sought from the relevant pension scheme directly.

17.0 Keeping in touch

17.1 Managers should maintain reasonable contact with members of their team while they are on maternity leave. It is good practice for the manager and employee to discuss arrangements for keeping in touch prior to the leave starting.

17.2 Staff members on maternity leave may work (including attending training) for up to ten days during their leave without bringing it to an end, with the agreement of their line manager. These are known as Keeping in Touch (KIT) days.

17.3 KIT days can be taken as single days, consecutive days, or in blocks, depending on the needs of our trust and/or in support of an individual's return. If an individual uses their ten KIT days and then undertakes any further paid work, their maternity leave will end automatically.

17.4 KIT days are by agreement; an individual is not obliged to undertake any such work during maternity leave. Equally, we may refuse a request from an individual to work a KIT day if it is not in the interest of our trust. An employee will be paid at their normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any SMP entitlement.

17.5 To calculate a day's pay for teachers, the FTE equivalent salary should be divided by 195 days.

17.6 To calculate a day's pay for associate staff, the FTE equivalent salary should be divided by 260 days.

17.7 If the pro-rata salary is used for part-time or term-time roles, then the number of days should be pro-rated by the same proportion.

17.8 Around four weeks before an individual is due to return to work their manager will invite them to have a discussion (either in person, via Teams or on the telephone) about the arrangement for their return. This will cover:



- updating them on any changes that have occurred during their absence
- any training needs the employee might have
- any changes to working arrangements (for example, if they have made a request to work part-time)

18.0 Returning from maternity leave

18.1 Once we have been notified of an individual's Intended Start Date, our trust HR service delivery team will send a letter informing them of their expected return date. If the start date of maternity leave changes (either because we receive notice to change it or maternity leave starts early in keeping with section 12 above), we will write within 28 days of becoming aware of the change with a revised expected return date.

18.2 We will expect a member of staff to return on their expected return date unless they tell us otherwise; in order to help with planning, we will aim to contact them towards the end of their leave to confirm they will be returning as expected.

18.3 Returning early

18.4 If an individual wants to return to work earlier than the expected return date, they should give us at least 21 days' notice in writing; if not enough notice is given, we may postpone an individual's return date until 21 days after notice is given or the expected return date, whichever is sooner.

18.5 Delaying return

18.6 If an individual wishes to delay their return later than the expected return date; after they have exhausted any OML and AML they may be entitled to; they may, depending on eligibility, request:

- unpaid parental leave in accordance with part E below,
- use any remaining annual leave entitlement (where applicable)
- request unpaid leave, which will only be granted at the discretion of our trust

18.7 Where an individual is unable to return due to sickness or injury, this will be managed in line with our absence monitoring policy; in all other cases, late return will be treated as unauthorised absence.

18.8 Deciding not to return

18.9 If an individual chooses not to return, or is unsure, they should discuss this as soon as they feel able with their line manager to ensure we support them properly. If they decide not to return, they must give notice in line with the provisions of their contract. The amount of maternity leave left to run when an individual gives notice must be at least equal to their contractual notice period. Otherwise, we may require them to return to work for the remainder of their notice period.

18.10 Once a member of staff has served us with notice then they can only change their mind with the mutual consent of our trust. This does not impact their right to receive SMP, but they will lose their entitlement to CMP and may be asked to repay any pay received in addition to the SMP for their period of leave.

18.11 Returning to work

18.12 An individual will normally be entitled to return to work in the same position as they held before commencing leave, with the same terms of employment as they would have been had they not been absent. Where an individual has taken any period of AML, or more than four weeks' parental leave, and it is not reasonably practicable for us to facilitate a return to the same position, we will ensure they return to another suitable and appropriate job on terms and conditions that are not less favourable.

18.13 Requesting flexible working

18.14 We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no right to insist on working part-time, but employees do have a statutory right to request flexible working. We will consider their request in accordance with the provisions of this statutory right, bearing in mind the needs of our trust. It is helpful if requests are made as early as possible, and we will follow the procedure set out in our working flexibly policy.

19.0 Shared parental leave

19.1 Individuals need to give at least eight weeks' written notice of their intention to end maternity leave and opt into Shared Parental Leave (SPL). This notice can be given before or after the birth, but they must remain on maternity leave until at least two weeks after birth; they can then share any remaining leave with their partner. Further information on SPL is available in Part F.



Part C: Paternity leave

20.0 Scope

- 20.1 This part sets out our commitment to supporting our employees who are the partner of someone who is pregnant or has recently given birth.

21.0 Time off to accompany a woman for antenatal care

- 21.1 Employees are entitled to take reasonable paid time off to accompany a pregnant woman to an appointment, to receive antenatal care, if they:
- are the biological father of the child
 - are the spouse or civil partner of the child's mother
 - live with the child's mother in an enduring family relationship and are not a relative
 - are to be treated as a parent of an expected child by fertility treatment (under the assisted reproduction provisions of the Human Fertilisation and Embryology Act (HEFA) 2008)
 - are a potential applicant for a parental order where a child has been conceived using the sperm or egg of your spouse, civil partner or partner and has been carried by a surrogate mother (under the HEFA 2008)
- 21.2 Agency workers who have completed their twelve-week qualifying period in the same role, with no breaks during or between assignments and who meet the criteria at paragraph 2.1 have the same right to accompany.
- 21.3 The appointments may include any relaxation or parenting classes, but these must have been made on the advice of the pregnant woman's doctor, midwife or health visitor.
- 21.4 If an employee is eligible and wishes to take time off for this purpose, they should make the request in writing, confirming:
- that they have a qualifying relationship with a pregnant woman or her expected child
 - that they wish to take time off to accompany the pregnant woman to an appointment to receive antenatal care, which has been made on the advice of their doctor, midwife or health visitor
 - the date and time of the appointment
- 21.5 Employees should try to give us as much notice as possible of the appointment and wherever possible, try to arrange them as near to the start or end of the working day.

22.0 Ordinary paternity leave

22.1 Entitlement

- 22.2 Certain employees can take Ordinary Paternity Leave (OPL) in relation to the birth or adoption of a child; eligibility is set out in paragraph 3.4 below. Both men and women can request OPL. However, in adoption cases, OPL is not available to an employee who also decides to take adoption leave. Further details of adoption leave are set out in Part D.

22.3 Terms and conditions

- 22.4 All the terms and conditions of an employee's employment remain in force, except for the terms relating to pay during OPL. In particular:
- benefits in kind continue
 - annual leave entitlement under their contract shall continue to accrue where applicable (see section 24 below)
 - pension benefits shall continue (see section 25)

22.5 Timing and eligibility

- 22.6 OPL must be taken as a period of either one week, two one-week blocks, or two consecutive weeks. It can be taken from the date of the child's birth or adoption placement, but the last day of any OPL must be before:
- in birth cases, the child's first birthday
 - in adoption cases, the one-year anniversary of the child's placement employees are entitled to ordinary paternity leave (OPL), from the start of their employment, if they meet all the following conditions. They:
 - are the biological father of the child; or
 - have been matched with a child by an adoption agency; or
 - are the spouse, civil partner or partner of the child's mother; or
 - are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency



- expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
- are the child's biological father and they expect to have some responsibility for the child's upbringing
- are taking leave for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child

22.7 Notification

22.8 Eligible employees who wish to take OPL in relation to a child's birth or the adoption of a child must give us notice in writing of their intention to do so by the end of the Qualifying Week, or if this is not possible, as soon as they can. A minimum of 28 calendar days' notice must be given.

22.9 They must confirm:

- the Expected Week of Childbirth, or the date on which they or their partner were notified of having been matched with the child, together with the Expected Placement Date
- whether they intend to take one week's leave, two one-week blocks of leave, or two consecutive weeks' leave
- when they would like to start their leave

22.10 They can state that their leave will start on:

- the day of the child's birth or the day on which the child is placed with them or the adopter; or
- a day which is a specified number of days after the child's birth or placement; or
- a specific date later than the first date of the Expected Week of Childbirth or the Expected Placement Date.

22.11 Changing the dates of OPL

22.12 Where an individual is due to take OPL in respect of a child's birth or adoption, they can give us written notice to vary the start date of their leave from that which they originally specified in the notice given in line with paragraph 3.5 above. This notice should be given:

- where they wish to vary their leave to start on the day of the child's birth / placement, at least 28 days before the first day of the Expected Week of Childbirth / Expected Placement Date
- where they wish to vary their leave to start a specified number of days after the child's birth / placement, at least 28 days' (minus the specified number of days) before the first day of the Expected Week of Childbirth / Expected Placement Date
- where they wish to vary their leave to start on a specific date (or a different date from that they originally specified), at least 28 days before that date

22.13 If the employee is unable to give us 28 days' written notice of the wish to vary the start of their leave as set out above, they should give us written notice of the change as soon as they can.

23.0 Paternity pay

23.1 Subject to meeting the requirements below, employees who take OPL in line with this policy will be entitled to be paid 100% of their normal salary for the two weeks of leave, this is inclusive of any entitlement to Ordinary Statutory Paternity Pay (OSPP):

23.2 They have been continuously employed by our trust for at least 26 weeks' ending with:

- in birth cases, the 15th week before the Expected Week of Childbirth
- in adoption cases, the week in which the employee or their partner are notified by an adoption agency that they have been matched with a child

23.3 If an employee does not meet the criteria above, the OPL will be unpaid.

24.0 Annual leave

24.1 All staff continue to accrue annual leave during OPL at the rate provided under their contract of employment.

24.2 Teachers

24.3 The salary calculation for teaching staff includes proportionate annual leave entitlement, and there is no entitlement to annual leave except during school closure periods. A teacher's accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after OPL. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that an individual has accrued during OPL. However, on the rare occasions that there are insufficient school closure periods to accommodate any outstanding annual leave entitlement, the individual will be entitled to take any remaining leave during term time at a time mutually agreed with their principal.



24.4 Associate staff: term time only

- 24.5 The salary calculation for associate staff contracted to work term time only, or term time plus additional working weeks, includes proportionate annual leave entitlement, and there is no entitlement to annual leave except during school closure periods. An individual's accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after OPL. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that someone has accrued during OPL. However, on the rare occasions that there are insufficient school closure periods to accommodate outstanding annual leave entitlement, an employee will be entitled to take any remaining leave during term time at a time mutually agreed with their line manager.

24.6 Associated staff: all year round

- 24.7 Annual leave entitlement will continue to accrue at the rate provided under an employee's contract. If a member of staff is taking a period of OPL which will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting their leave can be carried over to the next holiday year and must be taken immediately before returning to work unless their manager agrees otherwise. Employees should limit carry over to one week's holiday or less. Employees are requested to discuss their holiday plans with their manager in good time before starting OPL. All holiday dates are subject to approval, and our holiday year runs from 1 September to 31 August.

25.0 Pensions

- 25.1 During any period of paid paternity leave, we shall continue to make any employer pension contributions that we usually make, based on the pay an individual is receiving whilst absent.
- 25.2 Employer pension contributions will not be made during unpaid paternity leave, and the period shall not count as pensionable service. Employees may be able to increase their contributions or make top-up payments depending on the pension scheme they belong to; any questions about this should be directed to the relevant pension scheme.

26.0 Returning to work

- 26.1 Anyone taking OPL will normally be entitled to return to the same position they held before commencing leave; their terms of employment will be the same as they would have been had they not been absent.
- 26.2 However, if they have combined OPL with a period of:
- additional maternity leave
 - additional adoption leave
 - shared parental leave of more than four weeks
 - parental leave of more than four weeks
- 26.3 and it is not reasonably practicable for them to return to the same job; we will offer a suitable and appropriate alternative position on terms no less favourable as those of the post held before leave.

27.0 Requests to change working pattern

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

28.0 Deciding not to return

- 28.1 If an individual does not intend to return to work or is unsure, it is helpful if they discuss this with us as early as possible. If they decide not to return, they must submit their resignation in accordance with their contractual notice period. Once they have done so they will be unable to change their mind without our agreement. This does not affect their right to receive OSPP.

29.0 Bereaved partner's paternity leave (BPPL)

- 29.1 Eligible fathers and partners have a statutory entitlement to up to 52 weeks' unpaid leave if the mother or primary adopter dies. This also applies to intended parents having a baby through surrogacy. It applies from day one of employment.
- 29.2 Within our trust the first 4 weeks the employee will be entitled to their normal pay.
- 29.3 We recognise the significant impact that all forms of bereavement have on members of staff. Therefore after 4 weeks whilst every individual's response will differ, all employees are entitled to our compassionate, tailored and proactive support. It is our priority to ensure that staff feel seen, heard and cared for.
- 29.4 The line manager and senior leadership should work with the member of staff and our HR centre of excellence to provide appropriate and consistent support.



- 29.5 BPPL must be taken in a single block.
- 29.6 An employee must take this leave within 52 weeks of either:
- their child's birth
 - their child's adoption placement, or their child's entry to Great Britain for overseas adoption
- 29.7 The entitlement to BPPL usually ends on the child's first birthday, or the one-year anniversary of the adoption placement. However, if the mother / primary adopter's death occurs within the last 14 days of the first year, the partner is entitled to take 14 days of leave. In the tragic event that the child also dies, the bereaved partner is entitled to remain on leave for up to 8 weeks after the child's death, provided this does not exceed the original 52-week entitlement (see also, part H – child loss).

Part D: Adoption leave

30.0 Scope

- 30.1 This part sets out the arrangements for supporting employees who are adopting a child.

31.0 Entitlement to adoption leave

- 31.1 All employees, regardless of previous service, are entitled to up to 52 weeks' adoption leave, which is divided into:
- ordinary adoption leave of 26 weeks (OAL)
 - additional adoption leave of a further 26 weeks immediately following OAL (AAL)
- 31.2 Adoption leave is only available if a member of staff is adopting through an adoption agency (for overseas adoptions, see section 34 below); it is not available if no adoption is involved (e.g., if an employee is adopting a stepchild or other relative with no agency involved).
- 31.3 Employees are entitled to adoption leave if they meet the following conditions:
- an adoption agency has given written notice that it has matched the employee with a child for adoption and tells the employee the Expected Placement Date
 - the employee has notified the agency that they agree to the child being placed with them from the Expected Placement Date
 - the employee's spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave)
- 31.4 If the member of staff has a child placed with them under a local authority 'fostering for adoption' or 'concurrent planning' arrangement, or they are entering into a surrogacy arrangement and know they will be applying for a parental order, they may also be entitled to adoption leave and pay.

32.0 Time off for adoption appointments

- 32.1 Employees are entitled to take reasonable off during their working hours to attend adoption appointments that take place after an adoption agency has notified them that a child is, or is expected, to be placed with them, for adoption. These appointments must be made by an adoption agency:
- so that they can have contact with that child
 - for any other purpose connected with that adoption
- 32.2 Agency workers who have completed their 12-week qualifying period in the same role, with no breaks during or between assignments and who meet the criteria at paragraph 3.1 above have the same right to attend. The agency worker is responsible for ensuring their agency is notified.
- 32.3 Members of staff should try to give as much notice as possible of the appointment and, wherever possible, try to arrange it as near to the start or end of the working day

33.0 Notification of intention to take leave

- 33.1 Employees must give us notice in writing of:
- the Expected Placement Date
 - their Intended Start Date for adoption leave (see section 35)
- 33.2 This notice should be given not more than seven days after the agency notified them in writing that it has matched them



with a child.

- 33.3 At least 28 days before their Intended Start Date (or, if this is not possible, as soon as they can), they must also provide us with:
- a Matching Certificate from the adoption agency confirming:
 - the agency's name and address
 - the date they were notified of the match
 - the Expected Placement Date
 - written confirmation that they intend to take statutory adoption leave and not statutory paternity leave

34.0 Overseas adoptions

- 34.1 If an employee is adopting a child from overseas, they must have received notification that the adoption has been approved by the relevant UK authority (Official Notification).
- 34.2 They should then give us notice in writing of:
- their intention to take adoption leave
 - the date they received Official Notification
 - the date the child is expected to arrive in the United Kingdom
- 34.3 This notice should be given as early as possible, but in any case, within 28 days of receiving the Official Notification.
- 34.4 Employee's must also give us at least 28 days' notice in writing of their Intended Start Date. This can be the date the child arrives in the United Kingdom, or a predetermined date no more than 28 days after the child's arrival in the United Kingdom.
- 34.5 Employees should also confirm the child has arrived in the UK within 28 days of arriving in the United Kingdom.
- 34.6 We may also ask for a copy of the Official Notification and evidence of the date the child arrived in the United Kingdom.

35.0 Starting adoption leave

- 35.1 OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
- 35.2 Employees must notify us of their Intended Start Date in accordance with section 33. Our HR service delivery team will then write to them within 28 days to inform them of the date we will expect them to return to work if they take their full entitlement to adoption leave (Expected Return Date).
- 35.3 Employees can postpone their Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as they can.
- 35.4 Employees can bring forward their Intended Start Date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as they can.
- 35.5 Shortly before a member of staff's adoption leave starts, we will discuss with them the arrangements for covering their work and the opportunities for them to remain in contact, should they wish to do so, during their leave. Unless the member of staff requests otherwise, they will remain on circulation lists for internal news, job vacancies, training and work-related social events.

36.0 Adoption Pay

36.1 Statutory Adoption Pay (SAP)

- 36.2 Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if an employee returns to work sooner or if the placement is disrupted. An employee is entitled to SAP if:
- they have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week
 - their average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government
 - they have given us the relevant notifications under section 33
- 36.3 SAP is paid at a Prescribed Rate which is set by the Government for the relevant tax year, or at 90% of an employee's average weekly earnings calculated over the Relevant Period if this is lower.
- 36.4 SAP accrues with each complete week of absence, but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.



- 36.5 If an employee leaves employment for any reason (for example, if they resign or are made redundant), they shall still be eligible for SAP if they have already been notified by an agency that they have been matched with a child. In such cases, SAP shall start:
- 14 days before the Expected Placement Date
 - the day after their employment ends
 - whichever is later

- 36.6 If an employee becomes eligible for a pay rise before the end of their adoption leave, they will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that their SAP will be recalculated and increased retrospectively, or that they may qualify for SAP even if they did not previously. Our HR service delivery team will recalculate the amounts and arrange for a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any), will also be increased as necessary.

36.7 Contractual Adoption Pay (CAP)

- 36.8 Members of staff with at least 12 months continuous service at the 11th week before the Expected Placement Date will be entitled to receive contractual adoption pay (CAP). It is calculated:

Weeks	SMP calculation
Weeks 1 - 6	Full pay (this includes any entitlement to SAP).
Weeks 7 - 26	50% of salary plus the prescribed rate of SAP (if entitled), this is paid without deduction but capped at a rate equivalent to an individual's full normal pay.
Weeks 27 - 39	The prescribed rate, or the earnings-related rate (90% of an individual's average weekly earnings in the Relevant Period), whichever is lower.
Weeks 40 - 52	Nil pay.

- 36.9 Members of staff must return to work for a minimum of 13 weeks as a qualifying condition for CAP; if they do not return to work for a period of three months, they will normally be required to repay any amounts paid in excess of their entitlement to SAP.
- 36.10 If a member of staff requests a reduction in hours on return from OAL/AAL then the three month period will be extended to equate to three months service based on the number of hours they worked prior to taking OAL.

37.0 Terms and conditions during adoption leave

- 37.1 A member of staff's terms and conditions of employment remain in force throughout OAL and AAL, except for the terms relating to pay.

38.0 Annual leave

- 38.1 All members of staff continue to accrue annual leave during adoption leave at the rate provided for in their contract of employment.

38.2 Teachers

- 38.3 The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during academy closure periods.
- 38.4 An individual's accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after their adoption leave. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement that has accrued during the adoption leave period. However, on the rare occasions that there are insufficient academy closure periods to accommodate any outstanding annual leave entitlement, the member of staff will be entitled to take any remaining leave during term time at a time mutually agreed upon with their principal or relevant school and college trust leader.

38.5 Associate staff: term time only workers

- 38.6 The salary calculation for support staff contracted to work term time only, or term time plus additional working weeks, includes proportionate annual leave entitlement, and there is no entitlement to annual leave except during academy closure periods.



38.7 An individual's accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after your adoption leave. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement they have accrued during their adoption leave period. However, on the rare occasions that there are insufficient academy closure periods to accommodate their outstanding annual leave entitlement, they will be entitled to take any remaining leave during term time at a time mutually agreed upon with their principal.

38.8 Associate staff: all year round workers

38.9 Annual leave entitlement will continue to accrue at the rate provided under an employee's contract. If their adoption leave continues into the following holiday year, any holiday entitlement that cannot reasonably be taken before an individual starts adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work unless the person's manager agrees otherwise. Members of staff should try to limit carry over to one week's holiday or less.

38.10 Our holiday year runs from 1 September to 31 August.

39.0 Pensions

39.1 During any period of adoption leave, we shall continue to make any employer pension contributions that we usually make based on the pay an individual receives while on adoption leave. If a member of staff wishes to increase their contributions to make up any shortfall from those based on their usual salary, they should contact the relevant pension provider directly.

39.2 During any period of unpaid adoption leave, we shall not make any employer pension contributions, and the period shall not count as pensionable service; depending on their scheme membership, some groups of staff may be eligible to make additional and/or top-up payments. Further information should be sought from the relevant pension scheme directly.

40.0 Keeping in touch

40.1 Managers should maintain reasonable contact with members of their team while they are on adoption leave. It is good practice for the manager and employee to discuss arrangements for keeping in touch prior to the leave starting.

40.2 Staff members on maternity leave may work (including attending training) for up to ten days during their leave without bringing it to an end, with the agreement of their line manager. These are known as Keeping in Touch (KIT) days.

40.3 KIT days can be taken as single days, consecutive days, or in blocks, depending on the needs of our trust and/or in support of an individual's return. If an individual uses their ten KIT days and then undertakes any further paid work, their adoption leave will end automatically.

40.4 KIT days are by agreement; an individual is not obliged to undertake any such work during adoption leave. Equally, we may refuse a request from an individual to work a KIT day if it is not in the interest of our trust. An employee will be paid at their normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any AMP entitlement.

40.5 To calculate a day's pay for teachers, the FTE equivalent salary should be divided by 195 days.

40.6 To calculate a day's pay for support staff, the FTE equivalent salary should be divided by 260 days.

40.7 If the pro-rata salary is used for part-time roles, then the number of days should be pro-rated by the same proportion.

41.0 Disrupted adoption

41.1 Adoption leave is disrupted if, it has started and:

- an employee is notified that the placement will not take place
- the child returns to the adoption agency after the placement
- the child passes away after the placement.

41.2 In all of the above cases an individual entitlement to adoption leave and pay (if applicable), will continue for a further eight weeks from the end of the week in which the event happened, unless their entitlement to leave and pay (as applicable) would have ended earlier in the normal course of events.

42.0 Returning from adoption leave

42.1 Once we have been notified of an individual's Intended Start Date, our trust HR service delivery team will send a letter informing them of their Expected Return Date. If the start date of adoption leave changes, we will write within 28 days of becoming aware of the change with a revised Expected Return Date.

42.2 We will expect a member of staff to return on their Expected Return Date unless they tell us otherwise; in order to help with planning, we will aim to contact them towards the end of their leave to confirm they will be returning as expected.

42.3 Returning early



- 42.4 If an individual wants to return to work earlier than the Expected Return Date, they should give us at least eight weeks' notice in writing; if not enough notice is given, we may postpone an individual's return date until 8 weeks after notice is given or the Expected Return Date, whichever is sooner.
- 42.5 Delaying return**
- 42.6 If an individual wishes to delay their return later than the Expected Return Date, then after they have exhausted an OAL and AAL they may, depending on eligibility, request:
- unpaid parental leave in accordance with section E
 - use any remaining annual leave entitlement (where applicable)
 - request unpaid leave, which will only be granted at the discretion of our trust
- 42.7 Where an individual is unable to return due to sickness or injury, this will be managed in line with our absence monitoring policy; in all other cases, late return will be treated as unauthorised absence.
- 42.8 Deciding not to return**
- 42.9 If an individual chooses not to return, or is unsure, they should discuss this as soon as they feel able with their line manager to ensure we support them properly. If they decide not to return, they must give notice in line with the provisions of their contract. The amount of adoption leave left to run when an individual gives notice must be at least equal to their contractual notice period. Otherwise, we may require them to return to work for the remainder of their notice period.
- 42.10 Once a member of staff has served us with notice then they can only change their mind with the mutual consent of our trust. This does not impact their right to receive SAP.
- 42.11 Returning to work**
- 42.12 An individual will normally be entitled to return to work in the same position as they held before commencing leave, with the same terms of employment as they would have been had they not been absent. Where an individual has taken any period of AAL, or more than four weeks' parental leave, and it is not reasonably practicable for us to facilitate a return to the same position, we will ensure they return to another suitable and appropriate job on terms and conditions that are not less favourable.
- 42.13 Requesting flexible working**
- 42.14 We will deal with any requests by employees to change their working patterns (such as working part-time) after adoption leave on a case-by-case basis. There is no right to insist on working part-time, but employees do have a statutory right to request flexible working. We will consider their request in accordance with the provisions of this statutory right, bearing in mind the needs of our trust. It is helpful if requests are made as early as possible, and we will follow the procedure set out in our working flexibly policy.
- 43.0 Shared parental leave**
- 43.1 Individuals need to give at least 8 weeks' written notice of their intention to end adoption leave and opt into Shared Parental Leave (SPL). This notice can be given before or after the placement, but they must remain on adoption leave until at least two weeks after the placement; they can then share any remaining leave with their partner. Further information on SPL is in Section F.
- Part E: Parental leave**
- 44.0 Scope**
- 44.1 This section sets out our commitments on the occasions when working parents wish to take planned time off work to care for or spend time with their child or children. It reflects the rights of employees to take up to 18 weeks' unpaid parental leave in respect of each child before the child's 18th birthday.
- 45.0 Entitlement to parental leave**
- 45.1 Employees who fulfil the criteria set out in paragraph 45.3 are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. The rules on how and when parental leave can be taken are set out in the remainder of this section.
- 45.2 Any parental leave that employees take in relation to a child whilst working for another employer counts towards their 18-week entitlement. If an employee has taken parental leave in relation to a child during previous or concurrent employment, they should provide details to their line manager when requesting parental leave. Line managers should take advice from our trust HR team where appropriate.
- 45.3 To take a period of parental leave in relation to a child, an employee must:



- have or expect to have responsibility for the child
- be taking leave to spend time with or otherwise care for the child

45.4 A member of staff has responsibility for a child if they:

- are the child's biological mother or father (whether they are living with the child or not)
- are the child's adoptive parent
- otherwise have legal parental responsibility for the child, for example, if they are the child's guardian

46.0 Timing of parental leave

46.1 An employee can take parental leave for each child and adopted child up to their 18th birthday.

46.2 Members of staff are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when they became entitled to take parental leave in relation to the child in question.

46.3 Unless the leave is to be taken in respect of a child entitled to a disability living allowance, employees can only take parental leave in blocks of a week's leave or a multiple of a week's leave to a maximum of 4 weeks in any one year.

47.0 Notification requirements

47.1 Employees planning to take parental leave must give their line manager notice of their intention to take parental leave. Notice requirements are:

47.2 if they wish to take parental leave commencing immediately on the birth of a child, they must give notice of this intention at least 21 days before the start of the Expected Week of Childbirth (EWC). The notice must specify the EWC and the duration of the period of leave required

47.3 if they wish to take parental leave commencing immediately on the adoption of a child, they should give notice of this intention at least 21 days before the start of the Expected Week of Placement (EWP). If this is not possible, they must give as much notice as they can. The notice must specify the EWP and the duration of the period of leave required

47.4 in all other circumstances, they must give notice of their intention to take parental leave at least 21 days before they intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end

47.5 If a member of staff wishes to take a period of parental leave immediately after a period of OPL, it would be helpful if they could give their manager notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, they should give as much notice as they can. If an individual does not give notice at least seven days before their period of OPL starts, we might not allow them to take the period of parental leave requested. However, we shall consider each case on its merits.

48.0 Evidential requirements

48.1 Before an employee takes the first period of parental leave under this policy, they must provide us with evidence of:

- their responsibility or expected responsibility for the child
- the child's date of birth or date of adoption placement

48.2 For details of what evidence is required in an employee's individual circumstances, or if they have difficulties obtaining the evidence, our trust HR team can provide advice.

49.0 Our right to postpone parental leave

49.1 We might postpone a proposed period of parental leave for up to six months where the leave, as planned, would unduly disrupt our trust. We might do so, for example, where:

- a member of staff wishes to take parental leave during a peak period.
- a number of employees wish to take parental leave at the same time
- the employee's work is of importance to a time-critical project
- cover for the employee's work cannot be found before the date on which their parental leave is due to start

49.2 We will not postpone a period of parental leave where the individual has given notice of their intention to take it on the birth or adoption of a child, or if the postponement would result in the leave being taken after the child's 18th birthday.

49.3 If we decide to postpone a person's parental leave, we shall:

- consult with them about the date to which the leave might be postponed



- no more than seven days after they gave notice of their intention to take the leave, give them written notice stating the reason for the postponement and the new beginning and end dates of the leave

50.0 Terms and conditions during parental leave

- 50.1 Parental leave under this policy is unpaid. An individual's contractual provisions relating to pay and benefits are suspended during parental leave. However, during parental leave, employees are entitled to benefit from any contractual terms they have in relation to being given notice, redundancy compensation, and disciplinary and grievance procedures.
- 50.2 During parental leave, employees remain bound by their obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and their freedom to participate in another business (for example, by working for a third party).

51.0 Pensions

51.1 Teaching staff

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

51.3 Support staff

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

52.0 Returning to work

- 52.1 Employees are normally entitled to return to work following parental leave to the same position they held before commencing leave. Their terms of employment will be the same as they would have been had they not been absent.
- 52.2 However, it might not be possible for us to facilitate a return to the same job where a period of parental leave has been longer than four weeks or has been combined with a period of additional maternity, paternity, shared parental, or adoption leave. In such circumstances, we will offer a suitable and appropriate alternative position on terms that are not less favourable than the terms the employee enjoyed before taking leave.
- 52.3 We will deal with any requests by employees to change their working patterns (such as working part-time), after parental leave on a case-by-case basis, in accordance with our working flexibly policy. We will try to accommodate employees' wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our trust. It is helpful if flexible working requests are made as early as possible.

Part F: Shared parental leave

53.0 Scope

- 53.1 This section sets out the arrangements for shared parental leave and pay, and the process members of staff need to take to notify us of their intention to take shared parental leave. This section applies to qualifying employees; it does not apply to agency or self-employed workers.

54.0 Shared parental leave

- 54.1 Shared Parental Leave (SPL) allows parents, and partners in certain circumstances, to share up to 50 weeks' leave of the 52 weeks' leave available on the birth or adoption of a child. Assuming both parents / partners are eligible, employees can choose how they split the leave between them, taking the leave at the same or different times and taking it in up to three blocks of leave.
- 54.2 SPL must be taken in the first 52 weeks of the child's birth or adoption and period of maternity or adoption leave being taken in respect of the child ends when the first period of SPL commences.

55.0 Entitlement to SPL

55.1 When a child is born

- 55.2 A member of staff will be entitled to take SPL in relation to the birth of a child if they:

- are the child's mother, and share the main responsibility for the care of the child with the child's father (or their partner, if the father is not their partner)
- are the child's father and share the main responsibility for the care of the child with the child's mother
- are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother)

55.3 The following conditions must also be fulfilled:

- the member of staff must have at least 26 weeks' continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken
- the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks
- the member of staff, and the other parent, must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods

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

55.5 SPL cannot commence until the compulsory maternity leave period (two weeks from the child's birth) has ended.

55.6 When a child is adopted

55.7 Members of staff may be entitled to SPL if an adoption agency has placed a child with them and/or their partner for adoption and they intend to share the main responsibility for the care of the child with their partner.

55.8 The following conditions must be fulfilled:

- the member of staff must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken
- their partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks
- the member of staff and their partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP)
- the member of staff, or their partner, must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/ or pay

55.9 The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by the member of staff or their partner (or the weeks in which wither the member of staff, or their partner has been in receipt of SAP if not entitled to adoption leave).

56.0 Shared parental pay

56.1 Provided an employee:

- has at least 26 weeks' continuous employment with us by the end of the qualifying week; and
- is still employed by us in the week; and
- average earnings over the Relevant Period are above the lower earnings limit set by government

56.2 They are entitled to be paid Shared Parental Pay (ShPP) for any period of SPL up to a maximum of 39 weeks, less any weeks of SMP or SAP claimed in respect of the child. ShPP is paid at the rate set by government each year.

57.0 Taking shared parental leave

57.1 Members of staff should give at least eight weeks' notice of their intention to take SPL, where the notice given is less than eight weeks the trust may, in its discretion, delay the start of any SPL until at least eight weeks after date notice is given.

57.2 The information required depends on whether the SPL is being taken following the birth of a child or following the adoption of a child and is detailed on the forms at Appendix 1, members of staff should ensure the correct combination of forms is completed and returned to their line manager as soon as they are aware of the need to take SPL. Line managers are responsible for returning to our HR service delivery team.

57.3 On request a member of staff must provide, as proof of entitlement:

- a copy of the birth certificate (or if they have not yet obtained the birth certificate, a signed declaration as to the date and place of the child's birth); or



- one or more documents from the adoption agency showing the agency's name and address and the expected/actual placement date; and
- the name and address of the other parent, or their partners, employer (or a declaration that they have no employer)

57.4 Members of staff are required to give 'period of leave' notices specifying the dates they intend to take SPL, this is done by providing the correct combination of documents from Appendix 1. Up to three 'period of leave' notices can be served, meaning a maximum of three periods of SPL can be taken.

57.5 The maximum amount of SPL that can be taken is 52 weeks less any maternity or adoption leave that has been taken, or periods for which SAP, SMP or MA were paid if not entitled to maternity or adoption leave).

58.0 Ending maternity or adoption leave

58.1 Any maternity or adoption leave being taken by a member of staff, or their partner, automatically comes to an end when the first period of any SPL is taken, this is called curtailment.

58.2 If a member of staff, or their partner, is still on maternity or adoption leave they must, in keeping with paragraph 57.1 above, give at least eight weeks' notice of their intention to curtail their leave before any SPL can be taken, this should be done by way of the appropriate combination of forms at Appendix 1.

58.3 This curtailment notice is usually binding and cannot be revoked unless one of the following applies:

- the employee, or their partner, realise they are not eligible for SPL or ShPP, they can retract the curtailment notice by providing written notice in the eight weeks after the curtailment notice is given
- the curtailment notice related to maternity leave and is revoked in writing in the first eight weeks after the curtailment notice is given
- the other parent has passed away

58.4 If a curtailment notice is revoked then a second notice may not be served, except where the original notice related to a period of maternity leave and the original notice was given in the first eight weeks.

59.0 Ending the mother's maternity leave or your partner's adoption leave

59.1 When a child is born, if an employee is child's father or the mother's partner, you will only be able to take SPL once the mother has either:

- returned to work
- given her employer a curtailment notice to end her maternity leave
- given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave)
- given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP)

59.2 When a child is adopted if an employee's partner is taking adoption leave, or claiming SAP from their employer, the member of staff will only be able to take SPL once their partner has either:

- returned to work
- given their employer a curtailment notice to end adoption leave
- given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave)

59.3 Members of staff should ensure the appropriate information and notice is given by completing and returning the appropriate combination of forms at Appendix 1.

60.0 Requesting split periods of shared parental leave

60.1 In general, a period-of-leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period-of-leave notice where the SPL is split into shorter periods (of at least a week), with periods of work in between. Members of staff who wish to do this should discuss it with their line manager before submitting any 'period of leave' notices to ensure there is the maximum time to discuss the request and try to reach an agreed pattern of leave.

60.2 If we are unable to agree to a member of staff's request then, following the submission of a 'period of leave' notice we will arrange to meet with you and take at least two weeks to consider and talk about the request, if we have not reached an agreement, the employee will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in their notice. Alternatively, they may:

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



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

61.0 Making changes to, or cancelling, a period of shared parental leave

- 61.1 Members of staff can change the start date or cancel a period of SPL by giving notice, in writing, at least eight weeks before the period of leave was due to start.
- 61.2 If the notice changes the start date of a period of SPL, the notice should be served at least eight weeks before the earlier of either the new start date or the original start date of the SPL.
- 61.3 If the notice changes the end date of a period of SPL, the notice should be served at least eight weeks before the earlier of either the new end date or the original end date of the SPL.
- 61.4 A period of split SPL can be changed into a single continuous period by notifying us in writing at least eight weeks before the start date.
- 61.5 A request can be made to split a single continuous period of SPL into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in section 60.
- 61.6 A member of staff does not need to give eight weeks' notice if they are changing the dates of their SPL because their child has been born earlier than the Expected Week of Childbirth (EWC). The member of staff should notify us of the revised request as soon as they are able.
- 61.7 A notice to cancel or change a period of leave will count as one of the three 'period of leave' notices, unless:
- the variation is a result of a child being born or placed earlier or later than the EWC or expected placement date
 - the variation is at our request
 - we agree otherwise

62.0 Annual leave

- 62.1 All members of staff continue to accrue annual leave during SPL at the rate provided for in their contract of employment.

62.2 Teachers

- 62.3 The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during academy closure periods.
- 62.4 An individual's accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after their SPL. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement that has accrued during SPL. However, on the rare occasions that there are insufficient academy closure periods to accommodate any outstanding annual leave entitlement, the member of staff will be entitled to take any remaining leave during term time at a time mutually agreed upon with their principal or relevant school and college trust leader.

62.5 Associate staff: term time only workers

- 62.6 The salary calculation for support staff contracted to work term time only or term time plus additional working weeks includes proportionate annual leave entitlement, and there is no entitlement to annual leave except during academy closure periods.
- 62.7 An individual's accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after any SPL. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement they have accrued during a period of SPL. However, on the rare occasions that there are insufficient academy closure periods to accommodate their outstanding annual leave entitlement, they will be entitled to take any remaining leave during term time at a time mutually agreed upon with their principal.

62.8 Associate staff: all year round workers

- 62.9 Annual leave entitlement will continue to accrue at the rate provided under an employee's contract. If a period of SPL continues into the following holiday year, any holiday entitlement that cannot reasonably be taken before an individual starts a period of SPL can be carried over to the next holiday year and must be taken immediately before returning to work unless the person's manager agrees otherwise. Members of staff should try to limit carry over to one week's holiday or less.
- 62.10 Our holiday year runs from 1 September to 31 August.

63.0 Other terms during shared parental leave

- 63.1 An employee's terms and conditions of employment remain in force during SPL, except for the terms relating to pay.



- 63.2 If they are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on their normal salary, in accordance with the pension scheme rules. Any employee contributions they make will be based on the amount of any ShPP they are receiving. Members of staff should contact the appropriate pension scheme to discuss any arrangements that may exist for making up any shortfall this may cause.

64.0 Keeping in touch

- 64.1 We may make reasonable contact with employee's during periods of SPL, though this should be kept to a minimum and may include discussing arrangements for returning to work.
- 64.2 Members of staff may ask, or be asked, to work on up to 20 keeping in touch (KIT) days during their SPL in addition to any KIT days taken during any period of maternity leave the employee may have taken. KIT days are not compulsory and are undertaken by mutual agreement. An employee will be paid at their normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any ShPP entitlement.

65.0 Returning to work

- 65.1 Employees are normally entitled to return to work following SPL to the same position they held before commencing leave. Their terms of employment will be the same as they would have been had they not been absent.
- 65.2 However, it might not be possible for us to facilitate a return to the same job where a period, or the combined periods, of SPL have been longer than four weeks or have been combined with a period of additional maternity, paternity or adoption leave. In such circumstances, we will offer a suitable and appropriate alternative position on terms that are not less favourable than the terms the employee enjoyed before taking leave.
- 65.3 We will deal with any requests by employees to change their working patterns (such as working part-time), after SPL on a case-by-case basis, in accordance with our working flexibly policy. We will try to accommodate employees' wishes unless there is justifiable reason for refusal, bearing in mind the needs of our trust. It is helpful if flexible working requests are made as early as possible

Part G: Neonatal care leave

66.0 Scope

- 66.1 This section sets out our commitment to supporting employees whose baby requires neonatal care within the first 28 days of life. It applies to all employees, whatever their length of service or contractual arrangements.
- 66.2 Neonatal care is the name given to any hospital care, care under the supervision of a consultant or palliative care provided for a baby and which starts within the first 28 days of a baby's life, and neonatal care leave (NCL) is provided to an employee to support this.
- 66.3 Neonatal care could include:
- medical care received in a hospital
 - post-discharge care given to the baby after leaving hospital, under the direction of a consultant such as ongoing monitoring and visits by healthcare professionals arranged by the hospital
 - palliative or end-of-life care

67.0 Eligibility for neonatal care leave

- 67.1 An employee is entitled to a week's leave for complete and continuous seven-day period of neonatal care a baby requires, up to a maximum of 12 weeks, where the care has commenced within the first 28 days of the baby's life.
- 67.2 Neonatal care leave (NCL) is provided in addition to any other type of family leave and can be taken at any point within 68 weeks of the baby's date of birth, and entitlement to NCL has no qualifying service requirement. NCL is in addition to maternity, paternity, and adoption leave, so if an employee is already on such leave, NCL must be taken after the existing leave ends
- 67.3 Eligible parents are those who have shared or sole responsibility for a child, this includes if they are:
- the mother or birth parent
 - the father
 - married to, the civil partner of or partner of the mother or birth parent – this includes same-sex partners
 - adopting a child, including fostering to adopt
 - intended parents in a surrogacy



- 67.4 Each eligible parent will be entitled to a separate amount of leave; this includes parents who work for the same employer.
- 67.5 If employees have more than one baby in neonatal care and the babies are in neonatal care at the same time (for example, if employees have twins or triplets), they can only claim neonatal care pay and leave for one of them, up to a maximum of 12 weeks. However, if the babies are in neonatal care at separate times, employees will be able to claim for each of them - up to a maximum of 12 weeks in total.

68.0 Eligibility for statutory neonatal care pay

- 68.1 Provided an employee:
- is still employed by us in the week; and
 - average earnings over the Relevant Period are above the lower earnings limit set by government
- 68.2 For the first four weeks the employee will be entitled to their normal pay following that they are entitled to be paid Statutory Neonatal Care Pay (SNCP) for any period of NCL up to a maximum of 12 weeks, at the rate set by government each year.
- 68.3 We recognise the significant impact that all forms of bereavement have on members of staff. Therefore after four weeks whilst every individual's response will differ, all employees are entitled to our compassionate proactive, tailored and proactive support. It is our priority to ensure that staff feel seen, heard and cared for.
- 68.4 The line manager and senior leadership should work with the member of staff and our HR centre of excellence to provide appropriate and consistent support.

69.0 Notification of neonatal care leave

- 69.1 To ensure we are able to provide support to our employee's, members of staff should inform their line manager as soon as reasonably practicable that their baby has required neonatal care, and in any event no later than 28 days after the baby has left neonatal care, confirming:
- their baby's date of birth
 - admission date to neonatal care, and the expected or actual number of complete weeks in neonatal care
 - intended start date of any period of neonatal care
- 69.2 If an employee wants to take NCL whilst their baby is still in neonatal care, or in the first week after (sometimes called tier one leave), they (or a suitable representative) can inform us they wish to take notice at any point up to the day they intend to start the leave, they should inform us of the anticipated end date of the leave and keep us updated as to their ongoing needs. However our trust will be considerate of the needs of employees at this difficult time and aim to be as flexible as possible.
- 69.3 If an employee wants to take NCL starting on a day more than a week after their baby has left neonatal care (sometimes called tier two leave), then they need to tell us at least 15 days before they want the leave to start if taking two weeks or less, and 28 days before they want the leave to start of taking more than two weeks.
- 69.4 Employees should notify us using the form at Annex B for each period of NCL, our HR service delivery team will contact the employee to confirm any arrangements and to discuss any changes that may be needed to any other periods of family leave already agreed. Our HR service delivery team will issue, within 28 days of any NCL or changes to other leave being agreed, a statement indicating the gross pay for each period until the individual returns to work.

70.0 Taking neonatal care leave

- 70.1 NCL can be taken as a single block, or multiple blocks of complete weeks. Line managers have discretion to structure this in a way that supports the employee where this can be accommodated operationally.
- 70.2 NCL can be taken at any point in the 68 weeks following the baby's date of birth but cannot be taken at the same time as any other period of family leave detailed in this policy; where a member of staff needs advice on how to stage periods of family leave, they can contact our HR centre of excellence for advice.
- 70.3 Where the required notice, see section 69 above, is not given then we may defer the start of any leave only if this is required to ensure the safe and efficient delivery of service in our academies or central teams.

71.0 Changing or cancelling a period of neonatal care leave

- 71.1 To cancel or change a period of NCL an employee must give notice:
- at least 15 days before the start of a planned period, or the new proposed start date (whichever is the later), if taking one week
 - at least 28 days before the start of a planned period, or the new proposed start date (whichever is the later), if taken two or more weeks



- 71.2 Where a member of staff does not give the correct notice to cancel their leave, we may agree to the cancellation or change with short notice or require them to take the leave as originally planned.
- 71.3 Members of staff can submit a further request to cover any leave cancelled providing they have given the correct notice to cancel a period of leave, and the correct notice is given for the new period of leave.

72.0 Annual leave

- 72.1 All members of staff continue to accrue annual leave during NCL at the rate provided for in their contract of employment.

72.2 Teachers

- 72.3 The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during academy closure periods.
- 72.4 An individual's accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after their NCL. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement that has accrued during NCL. However, on the rare occasions that there are insufficient academy closure periods to accommodate any outstanding annual leave entitlement, the member of staff will be entitled to take any remaining leave during term time at a time mutually agreed upon with their principal or relevant school and college trust leader.

72.5 Associate staff: term time only workers

- 72.6 The salary calculation for support staff contracted to work term time only or term time plus additional working weeks includes proportionate annual leave entitlement, and there is no entitlement to annual leave except during academy closure periods.
- 72.7 An individual's accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after any NCL. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement they have accrued during a period of NCL. However, on the rare occasions that there are insufficient academy closure periods to accommodate their outstanding annual leave entitlement, they will be entitled to take any remaining leave during term time at a time mutually agreed upon with their principal.

72.8 Associate staff: all year round workers

- 72.9 Annual leave entitlement will continue to accrue at the rate provided under an employee's contract. If a period of NCL continues into the following holiday year, any holiday entitlement that cannot reasonably be taken before an individual starts a period of NCL can be carried over to the next holiday year and must be taken immediately before returning to work unless the person's manager agrees otherwise. Members of staff should try to limit carry over to one week's holiday or less.
- 72.10 Our holiday year runs from 1 September to 31 August.

73.0 Other terms during neonatal care leave

- 73.1 An employee's terms and conditions of employment remain in force during NCL, except for the terms relating to pay.
- 73.2 If they are a member of the pension scheme, we will make employer pension contributions during any period of paid NCL, based on their normal salary, in accordance with the pension scheme rules. Any employee contributions they make will be based on the amount of any SNCP they are receiving. Members of staff should contact the appropriate pension scheme to discuss any arrangements that may exist for making up any shortfall this may cause.

74.0 Returning to work

- 74.1 Employees are normally entitled to return to work following MCL to the same position they held before commencing leave. Their terms of employment will be the same as they would have been had they not been absent.
- 74.2 We will deal with any requests by employees to change their working patterns (such as working part-time), after NCL on a case-by-case basis, in accordance with our working flexibly policy. We will try to accommodate employees' wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our trust. It is helpful if flexible working requests are made as early as possible.

Part H: Child loss

75.0 Scope

- 75.1 Our trust is committed to supporting any member of staff who suffers the loss of a child regardless of the nature of the loss and irrespective of their service.
- 75.2 We recognise that there are many ways to refer to child loss depending on when / how the loss happens, in this policy we



refer to the following terms:

Term	Definition
Pregnancy loss	The loss of a child before the 24 th week of pregnancy.
Stillbirth	A baby born without signs of life from the 24 th week of pregnancy.
Neonatal death	A baby who dies within 28 days of being born.
Child death	The death of a child of any age.

76.0 Entitlement to parental bereavement leave

- 76.1 Employees are entitled to a minimum of two weeks parental bereavement leave (PBL), which may be taken in one or more blocks each block to be in multiples of one week. PBL is offered without qualification to any parent, or the partner of a parent, who suffers the loss of a child at any point.
- 76.2 Managers are encouraged to show compassion and to work with members of staff to establish what support they need, taking advice from our HR centre of excellence where needed.

77.0 Parental bereavement pay

- 77.1 Payment for the two weeks of statutory PBL will be made at 100% of the employee's normal pay, this is inclusive of any entitlement to statutory parental bereavement pay (PBP).

78.0 Maternity leave following loss

- 78.1 Members of staff who experience the loss of a baby after the 24th week of pregnancy, or soon after birth, retain their full entitlement to maternity leave and pay. This includes time for physical recovery and to start the grieving process, line managers are encouraged to show compassion and to work with the member of staff and our HR centre of excellence to provide appropriate and consistent support.
- 78.2 Entitlement to PBL is in addition to any other types of leave taken by the member of staff and once agreed the line manager should ask our HR service delivery team to issue a corrected schedule of leave and payments to ensure members of staff understand what will be paid, and when.

79.0 Notification

- 79.1 Employees, or someone acting on their behalf, should inform their line manager as soon as they reasonably can, giving:
- the date of the loss or child's death
 - their chosen start date(s) for leave if known
- 79.2 The line manager should then work with our HR centre of excellence to establish the best arrangement to meet the needs of the member of staff. The centre of excellence will then pass the details to our HR service delivery team for processing.
- 79.3 The member of staff should request the relevant form from HR service delivery and complete at a reasonable opportunity, but this should not slow down processing of any request.

80.0 Support and signposting

- 80.1 We recognise the significant impact that all forms of bereavement have on members of staff; in addition, we recognise that the loss of a baby or child can have a more significant and profound impact on parents, their partners and leaders who are supporting a member of staff during their loss. Whilst every individual's response will differ, all bereaved parents and their families are entitled to our compassionate, tailored and proactive support. It is our priority to ensure that staff feel seen, heard and cared for.

80.2 Support for employees

- 80.3 Line managers are expected to make reasonable adjustments and may, following advice from our HR centre of excellence, offer additional leave in support of a period of loss. There are also a number of external sources of support:
- Employee Assistance Programme (EAP): this service, offered by our partner at Simplyhealth, provides free and confidential counselling and wellbeing advice for all employees. Members of staff should self-refer to the service.
 - Occupational health: where appropriate our HR centre of excellence can refer individuals to our occupational health partner to gain advice on any phased return to work or reasonable adjustments requested.



- Primary care and mental health pathways: members of staff should engage with their own GP for further support. GPs can provide ongoing mental health care, fit notes where extended recovery is required and referrals to appropriate NHS talking therapy or bereavement services.
- External charities and peer support: we actively encourage staff to access trust, specialist organisation:
 - Sands (Stillbirth and Neonatal Death Charity): www.sands.org.uk
 - Tommy's: www.tommys.org
 - The Miscarriage Association: www.miscarriageassociation.org.uk
 - Child Bereavement UK and Cruse Bereavement Support

80.4 Support for leaders

80.5 We recognise that managing conversations around child loss can be distressing and complex. Managers are not expected to have all the answers but to approach the situation with care and humanity. Support available includes:

- HR Centre of Excellence: our people partners are able to support managers with conversations and supporting employees who are experiencing child loss. They can provide support in framing meetings and ensuring we are acting with parity across the organisation.
- Occupational health and EAP: leaders should also consider these as support for their own emotional health where required.
- Support from other leaders: managers should utilise the support that comes from their own leadership network and colleagues when dealing with emotionally difficult situations.
- External resources: the same set of charities can offer support to leaders and many offer free training and resources to our academies.

81.0 Annual leave

81.1 All members of staff continue to accrue annual leave during any period of PBL, or other associated leave, at the rate provided for in their contract of employment.

81.2 Teachers

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

81.4 An individual's accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after any period of PBL, or other associated leave. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement that has accrued during any period of PBL, or other associated leave. However, on the rare occasions that there are insufficient academy closure periods to accommodate any outstanding annual leave entitlement, the member of staff will be entitled to take any remaining leave during term time at a time mutually agreed upon with their principal or relevant school and college trust leader.

81.5 Associate staff: term time only workers

81.6 The salary calculation for support staff contracted to work term time only or term time plus additional working weeks includes proportionate annual leave entitlement, and there is no entitlement to annual leave except during academy closure periods.

81.7 An individual's accrued annual leave entitlement will be offset by any period of academy closure that occurs in the leave year before and after any period of PBL, or other associated leave. Usually, there will be sufficient time within the academy closure periods to accommodate the outstanding annual leave entitlement they have accrued during any period of PBL, or other associated leave. However, on the rare occasions that there are insufficient academy closure periods to accommodate their outstanding annual leave entitlement, they will be entitled to take any remaining leave during term time at a time mutually agreed upon with their principal.

81.8 Associate staff: all year round workers

81.9 Annual leave entitlement will continue to accrue at the rate provided under an employee's contract. If any period of PBL, or other associated leave, continues into the following holiday year, any holiday entitlement that cannot reasonably be taken before an individual starts any period of PBL, or other associated leave, can be carried over to the next holiday year and must be taken immediately before returning to work unless the person's manager agrees otherwise. Members of staff should try to limit carry over to one week's holiday or less.

81.10 Our holiday year runs from 1 September to 31 August.

82.0 Other terms during parental bereavement leave

82.1 An employee's terms and conditions of employment remain in force during any period of PBL, or other associated leave,



except for the terms relating to pay which are replaced as necessary depending on the type of leave being taken.

- 82.2 If they are a member of the pension scheme, we will make employer pension contributions during any period of PBL, or other associated leave, based on their normal salary, in accordance with the pension scheme rules. Any employee contributions they make will be based on the amount of any PBP they are receiving. Members of staff should contact the appropriate pension scheme to discuss any arrangements that may exist for making up any shortfall this may cause.

83.0 Returning to work

- 83.1 Employees are normally entitled to return to work following any period of PBL, or other associated leave, to the same position they held before commencing leave. Their terms of employment will be the same as they would have been had they not been absent.
- 83.2 We will deal with any requests by employees to change their working patterns (such as working part-time), after any period of PBL, or other associated leave, on a case-by-case basis in accordance with our working flexibly policy. We will try to accommodate employees' wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our trust. It is helpful if flexible working requests are made as early as possible.



Appendix 1: Shared parental leave forms

Template forms for the mother or birth parent and their partner to confirm Shared Parental Leave (SPL) and Shared Parental Pay (ShPP) entitlement with their employers.

Forms below that need to be completed if:

	Both parents want to take SPL	Just the mother, or birth parent, wants to take SPL	Just the partner wants to take SPL
Form 1	Yes	Yes	Yes
Form 2	Yes	Yes	No
Form 3	No	No	Yes
Form 4	Yes	No	Yes

- See advice on SPL and ShPP at www.acas.org.uk/spl
- Parents can use the calculator at www.gov.uk/pay-leave-for-parents
- Parents and employers should keep a copy of any completed forms
- If the mother or birth parent is getting Maternity Allowance (MA), they need to notify Jobcentre Plus to curtail this entitlement.

Abbreviations used on 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 or birth parent's employer – must be completed by the mother or birth parent

Section A – General

Please accept this as my notice to curtail my maternity leave and / or Statutory Maternity Pay (SMP). This form is accompanied by notification that either I or my partner intend 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 or birth parent's last name	Mace
Mother or birth parent's first name(s)	Leah
Expected date of childbirth	Click or tap to enter a date.
Actual date of childbirth (if born)	Click or tap to enter a date.

Section B – Curtailing maternity leave

Start date of statutory maternity leave	Click or tap to enter a date.
End date of statutory maternity leave	Click or tap to enter a date.
Total number of weeks of statutory maternity leave taken by the date statutory maternity leave ends	Click or tap here to enter text.

Section C – Curtailing SMP

Only required if claiming ShPP

Start date of SMP	Click or tap to enter a date.
End date of SMP	Click or tap to enter a date.
Total number of weeks of SMP paid by the date SMP ends	Click or tap here to enter text.

Section D – Signature

Signature of mother or birth parent	
Date	Click or tap to enter a date.

Form 2

Notification that mother or birth parent intends to take SPL

For the mother or birth parent's employer

Section A – General

Please accept this as notification that I am entitled to and intend to take, SPL (and ShPP if **Section C** is completed).

Mother or birth parent's last name	Click or tap here to enter text.
Mother or birth parent's first name(s)	Click or tap here to enter text.
Partner's last name	Click or tap here to enter text.
Partner's first name(s)	Click or tap here to enter text.
Partner's address	Click or tap here to enter text.
Partner's National Insurance number	Click or tap here to enter text.
Expected date of childbirth	Click or tap to enter a date.
Actual date of childbirth (if child not yet born, please provide this as soon as possible after the birth and before taking SPL)	Click or tap to enter a date.

Section B – Maternity entitlement details

Start date of statutory maternity leave	Click or tap to enter a date.
End date of statutory maternity leave	Click or tap to enter a date.
Total number of weeks of statutory maternity leave taken by the date statutory maternity leave ends	Click or tap here to enter text.
Start date of SMP or MA	Click or tap to enter a date.
End Date of SMP or MA	Click or tap to enter a date.
Total number of weeks by which SMP or MA will be reduced (39 weeks less total number of weeks SMP or MA has been paid or will have been paid at date of curtailment)	Click or tap here to enter text.

Section C – Amount of SPL available

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)	Click or tap here to enter text.
Total number of weeks of SPL I intend to take	Click or tap here to enter text.
Total number of weeks of SPL my partner intends to take	Click or tap here to enter text.

Section D – Mother or birth parent's leave plans

This must be completed but is not binding

I currently expect to take SPL as follows:

	From	To	Number of weeks
Occasion 1	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks
Occasion 2	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks
Occasion 3	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks

Section E – Amount of ShPP available

Only required if comparing ShPP

Total number of weeks of ShPP created (39 weeks less total number of SMP weeks taken and any ShPP from a previous notice and revocation)	Click or tap here to enter text.
Total number of weeks of ShPP I intend to take	Click or tap here to enter text.
Total number of weeks of ShPP my partner intends to take	Click or tap here to enter text.

I currently expect to take ShPP as follows:

	From	To	Number of weeks
Occasion 1	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks
Occasion 2	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks
Occasion 3	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks

Section F – Mother or birth parent's declaration

The following points apply in all circumstances where a mother or birth parent 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 15th 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 15th 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 or birth parent

Date

Click or tap to enter a date.

Section G – Partner’s declaration

- I am the father of the child, or at the date of the birth I was (or will be) the mother or birth parent’s spouse, the mother or birth parent’s civil partner and/or the mother or birth parent’s partner living with her and the child in an enduring relationship
- 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 or birth parent)
- 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
- I have (or will have) earned in total at least £... in 13 weeks of the 66 weeks before the expected week of childbirth
- I consent to the amount of SPL which the mother or birth parent intends to take, as set out in Section D above.
- I consent to the mother or birth parent’s employer processing the information I have provided
- I consent to the amount of ShPP which the mother or birth parent intends to take, as set out in Section E above.
- The information provided in this declaration is accurate

Signature of partner

Date

Click or tap to enter a date.

Form 3

Notice confirming partner is taking SPL but mother or birth parent is not

For mother or birth parent's employer – must be completed by the mother or birth parent

Section A – General

Please accept this as notification that I do not intend to take SPL (or ShPP where relevant), but my partner will be.

Mother or birth parent's last name	Click or tap here to enter text.
Mother or birth parent's first name(s)	Click or tap here to enter text.

Section B – Confirmation

- I am either not entitled to SPL (or ShPP, where relevant), or I do not intend to take SPL (or claim ShPP, where relevant)
- I declare that my partner has given notice to their employer to take SPL and/or ShPP
- I consent to my partner's claim for SPL and/or ShPP

Section C – Signature

Signature of mother or birth parent	
Date	Click or tap to enter a date.

Form 4

Notification that partner intends to take SPL

For the partner's employer

Section A – General

Please accept this as notification that I am entitled to and intend to take, SPL (and ShPP if **Section C** is completed).

Partner's last name	Click or tap here to enter text.
Partner's first name(s)	Click or tap here to enter text.
Mother or birth parent's last name	Click or tap here to enter text.
Mother or birth parent's first name(s)	Click or tap here to enter text.
Mother or birth parent's address	Click or tap here to enter text.
Mother or birth parent's National Insurance number	Click or tap here to enter text.
Expected date of childbirth	Click or tap to enter a date.
Actual date of childbirth (if child not yet born, please provide this as soon as possible after the birth and before taking SPL)	Click or tap to enter a date.

Section B – Maternity entitlement details

Start date of mother or birth partner's statutory maternity leave	Click or tap to enter a date.
End date of mother or birth partner's statutory maternity leave	Click or tap to enter a date.
Total number of weeks of statutory maternity leave taken by the date statutory maternity leave ends	Click or tap here to enter text.
Start date of SMP or MA	Click or tap to enter a date.
End Date of SMP or MA	Click or tap to enter a date.
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 (39 weeks less total number of weeks SMP or MA has been paid or will have been paid at date of curtailment)	Click or tap here to enter text.

Section C – Amount of SPL available

The total number of weeks of SPL created depends on the mother or birth parent's leave and pay entitlements.

- If the birth mother or birth parent was/is entitled to maternity leave and SMP/MA, the total created will be 52 weeks less any week's maternity leave taken
- If the mother or birth parent was/is entitled to maternity leave but not to SMP or MA, the total created will be 52 weeks less any week's maternity leave taken
- If the mother or birth parent 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 or birth parent 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)	Click or tap here to enter text.
Total number of weeks of SPL I intend to take	Click or tap here to enter text.
Total number of weeks of SPL the mother or birth parent intends to take	Click or tap here to enter text.

Section D – Partner's leave plans

This must be completed but is not binding

I currently expect to take SPL as follows:

	From	To	Number of weeks
Occasion 1	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks
Occasion 2	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks
Occasion 3	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks

Section E – Amount of ShPP available

Only required if comparing ShPP

Total number of weeks of ShPP created (39 weeks less total number of SMP weeks taken and any ShPP from a previous notice and revocation)	Click or tap here to enter text.
Total number of weeks of ShPP I intend to take	Click or tap here to enter text.
Total number of weeks of ShPP the mother or birth partner intends to take	Click or tap here to enter text.

I currently expect to take ShPP as follows:

	From	To	Number of weeks
Occasion 1	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks



Occasion 2	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks
Occasion 3	Click or tap to enter a date.	Click or tap to enter a date.	Click or tap here to enter text. weeks

Section F – Partner’s declaration

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 or birth parent’s spouse, civil partner and/or partner living with them and the child in an enduring relationship
- I have been (or will be) continuously employed for 26 weeks at the end of the 15th 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) shared responsibility for the care of our child at the time of the child’s birth (along with the child’s mother or birth parent 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 or birth 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 or if my partner revokes their notice to curtail her maternity leave or SMP/MA 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 15th 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	Click or tap to enter a date.

Section G – Partner’s declaration

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 £... 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 or birth parent

Date

Click or tap to enter a date.

