



Adoption Policy

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1.0	01/12/2022	Final Draft – Approved by the CEO and The Trust Board	Lisa-Marie McGrath	Approved
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Adoption Policy

1. ABOUT THIS POLICY

- 1.1 This policy sets out the arrangements for adoption leave and pay for employees who are
- Adopting a child through the UK or an overseas adoption agency.
 - Fostering a child with a view to possible adoption.
 - Having a child through a surrogate mother.
- 1.2 Adoption leave and pay may also be available for adoptions from overseas, which are not dealt with in this policy. Please contact the HR Department for information on eligibility and process.
- 1.3 Arrangements for time off to attend adoption appointments are set out in our Time off for Adoption Appointments Policy.
- 1.4 In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme, which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in our Shared Parental Leave (Adoption) Policy.
- 1.5 This policy only applies to employees.

2. PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY

- 2.1 Our board of directors (the board) is responsible for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Trust has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Trust's HR Manager.
- 2.2 Line Managers/SLT have a specific responsibility to ensure this policy's fair application, and all staff members are responsible for supporting colleagues and ensuring its success.

3. ENTITLEMENT TO ADOPTION LEAVE

- 3.1 In adoption cases or fostering for adoption cases, you are entitled to adoption leave if you meet all the following conditions:
- You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter.
 - The adoption agency or local authority has given you written notice that it has matched you with a child for adoption or that it will be placing a child with you under a fostering for adoption

arrangement and tells you the date the child is expected to be placed into your care (**Expected Placement Date**).

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

3.2 If you are adopting through an overseas agency, see paragraph 6 below.

3.3 In a surrogacy case, you are entitled to adoption leave if all the following conditions are met:

- A surrogate mother gives birth to a child who is biologically your child, your spouse or partner's child, or both of you.
- You expect to be given parental responsibility for the child under a parental order from the court. The child must live with you, and you must apply for the parental order within six months of the child's birth.

3.4 Only one parent can take adoption leave. If your spouse or partner takes adoption leave with their employer, you will not be entitled to adoption leave, but you may be entitled to paternity leave (see our Paternity Leave Policy) and/or shared parental leave (see our Shared Parental Leave (Adoption) Policy).

3.5 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (**OAL**) and 26 weeks' Additional Adoption Leave (**AAL**).

4. NOTIFICATION REQUIREMENTS: ADOPTION CASES

4.1 Not more than seven days after the agency or local authority notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start Date**).

4.2 We will then write to you within 28 days to inform you of the date you would be due to return to work (your **Expected Return Date**), assuming you take your full entitlement to adoption leave.

4.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

5. NOTIFICATION REQUIREMENTS: SURROGACY CASES

5.1 In a surrogacy case, you must tell us in writing your intention to take adoption leave and give the expected week of childbirth (**EWC**). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as possible. You must also complete a declaration confirming your entitlement.

5.2 We will write to you within 28 days of receiving your notification to confirm your Expected Return Date, assuming you take your full entitlement to adoption leave.

5.3 When the child is born, you must tell us the date of birth.

6. OVERSEAS ADOPTIONS

If you are adopting a child from overseas, the requirements set out in this policy are varied as follows:

6.1 You must have received notification that the adoption has been approved by the relevant UK authority (**Official Notification**).

6.2 You must give us notice in writing of:

- your intention to take adoption leave;
- the date you received Official Notification; and
- the date the child is expected to arrive in Great Britain.

6.3 This notice should be given as early as possible, but in any case, within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).

6.4 You must also give us at least 28 days' notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child arrives in Great Britain.

6.5 You must also notify us of the actual date the child arrives in Great Britain within 28 days of that date.

6.6 We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

7. STARTING ADOPTION LEAVE

7.1 In adoption or fostering for adoption cases, OAL may start on a predetermined date no more than 14 days before the Expected Placement Date or on the date of the placement itself, but no later.

7.2 Please tell us in writing if you want to change your Intended Start Date. You should give us as much notice as possible, but wherever possible, tell us at least 28 days before the original Intended Start Date (or the new Intended Start Date if you are bringing the date forward). We will write to you within 28 days to tell you your new Expected Return Date.

7.3 In a surrogacy case, OAL will start on the day the child is born unless you are at work, which will start on the following day. You cannot change the start date.

- 7.4 Shortly before your adoption leave starts, we will discuss the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

8. ADOPTION PAY

- 8.1 Statutory Adoption Pay (**SAP**) is payable for up to 39 weeks. If you return to work sooner or if the placement is disrupted, it stops being payable. You are entitled to SAP if:

- you have been continuously employed for at least 26 weeks ending with the week in which the agency notified you that you had been matched with the child (**Qualifying Week**) and are still employed by us during that week;
- your average weekly earnings during the eight weeks ending with the Qualifying Week (**Relevant Period**) are not less than the lower earnings limit set by the government; and
- you have given us the relevant notifications under paragraph 4 or, as the case may be, paragraph 5 (as varied by paragraph 6, if applicable).

- 8.2 SAP is calculated as follows:

- First six weeks: SAP is paid at the **Earnings-related Rate** of 90% of your average earnings over the Relevant Period.
- Remaining 33 weeks: SAP is paid at the **Prescribed Rate**, which the government sets for the relevant tax year, or the Earnings-related Rate if this is lower.

- 8.3 SAP accrues with each complete week of absence, and payments are made on the next normal payroll date. In addition, income tax, National Insurance and pension contributions are deducted as appropriate.

- 8.4 If you leave employment for any reason (for example, if you resign or are made redundant), you are still eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP starts:

- 14 days before the Expected Placement Date; or
- the day after your employment ends, whichever is the latter.

- 8.5 If you become eligible for a back-dated pay rise which includes a sum in respect of the Relevant Period, you will be treated for SAP purposes as if the pay rise had been paid in the Relevant Period. This means that your SAP will be recalculated and increased retrospectively or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP

already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

- 8.6 You will qualify for Occupational Adoption Pay (OAP) if you have been continuously employed during the 12 months ending with the Qualifying Week and have not received any Occupational Paternity Pay, Maternity Pay, or Shared Parental Pay from our employment during the 12 months ending with the Qualifying Week. This is paid at a rate of 12 weeks half pay. This is in addition to receiving OAP if you are eligible, as long as the two combined do not exceed full pay.
- 8.7 OAP may be paid for a maximum of 18 weeks if you intend to return to work. However, if you are not returning to work, OAP will only be paid for the first six weeks of the Adoption Pay Period. After that, you will be paid monthly in weekly blocks, i.e., you will be paid for four or five weeks per month, depending on how many weeks there are in a particular month.
- 8.8 In order to receive OAP, you must first confirm in writing that you intend to return to work for at least three months after your adoption leave (and any shared parental leave that you may take in respect of the same child) and that you agree to repay any OAP (but not SAP) if you later decide not to work this minimum period. You will not be required to repay OAP if the Trust terminates your employment unless:
- It was entitled to and did terminate your employment summarily; or
 - It terminated your employment pursuant to an application by you for voluntary redundancy.

9. TERMS AND CONDITIONS DURING ADOPTION LEAVE

- 9.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:
- annual leave entitlement under your contract shall continue to accrue (see paragraph 10); and
 - pension benefits shall continue (see paragraph 11).

10. ANNUAL LEAVE

- 10.1 If you have an 'All Year Round' contract, annual leave will accrue during paternity leave at the rate provided under your contract.
- 10.2 Our holiday year runs from 1 September to 31 August. In many cases, a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your Line Manager/Senior Leadership Team agrees otherwise. You should try to limit carryover to one week's holiday or less. Carrying over of more than one week is at your manager's discretion.

- 10.3 You should discuss your holiday plans with your Line Manager/Senior Leadership Team in good time before starting your adoption leave. All holiday dates are subject to approval by your Line Manager/Senior Leadership Team.
- 10.4 Term Time Only Workers & Teachers – The Green Book & the School Teacher's Pay & Conditions Document make no specific reference to an entitlement to annual leave for teachers or other employees engaged on a term-time only basis. However, there is a statutory right to a minimum of 28 days leave per annum (based on an employee working 5 days a week, 52 weeks a year) under the Working Time Regulations 1996. Periods of school closure count towards this entitlement; consequently, it is unlikely that teachers or other employees working on a term-time only basis returning to their posts following a period of maternity leave will have acquired a right to additional annual leave. Consequently, it is possible that teachers and/or those working term-time only who resign from their post and do not return could have an outstanding balance of annual leave payable.

11. PENSIONS

- 11.1 If the employee is a member of the Local Government Pension Scheme, contributions will continue to be deducted while they are in receipt of the maternity pay, and the Trust will continue to pay the employer's contribution based on the employee's normal full pay. Contributions cannot be made for any unpaid maternity leave period (AML); thus, such a period does not count as part of pensionable service. Please refer to the Local Government Pension Scheme website for further details: - www.gmpf.co.uk
- 11.2 If the employee is a member of the Teachers Pension Scheme, contributions will continue to be deducted while they are in receipt of the maternity pay, and the Trust will continue to pay the employer's contribution based on the employee's normal full pay. Contributions cannot be made for any unpaid maternity leave period; thus, such period does not count as part of pensionable service. Please refer to the Teachers' pensions website for further details: - www.teacherspensions.co.uk
- 11.3 During unpaid AAL, you do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date; please contact the pension scheme provider.

12. REDUNDANCIES DURING ADOPTION LEAVE

- 12.1 If your post is affected by a redundancy situation during your adoption leave, we shall write to inform you of any proposals and invite you to a meeting before any final decision is reached regarding your continued employment. Employees on maternity and adoption leave shall be given the first refusal on any suitable alternative vacancies appropriate to their skills.

13. DISRUPTED ADOPTION

- 13.1 In an adoption or fostering for adoption case, adoption leave is disrupted if it has started but:
- you are notified that the placement will not take place;

- the child is returned to the adoption agency after placement; or
- the child dies after placement.

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

13.3 In the event of a disruption, your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which the disruption occurred unless your entitlement to leave or pay would have ended earlier in the normal course of events.

14. KEEPING IN TOUCH

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

14.2 You may work (including attending training) for up to ten days (**Keeping in Touch Days**) during adoption leave without ending your adoption leave. However, this is not compulsory and must be discussed and agreed upon with your Line Manager/Senior Leadership Team.

14.3 You will be paid at your normal basic pay rate for time spent working on a Keeping in Touch Day, including any adoption pay entitlement.

14.4 Shortly before you are due to return to work, we may invite you to discuss (whether in person or by telephone) the arrangements for your return. This may cover:

- updating you on any changes that have occurred during your absence;
- any training needs you might have; and
- any changes to working arrangements (for example, if you have requested to work part-time) (see paragraph 18).

15. RETURNING TO WORK

15.1 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you can confirm that you will be returning to work as expected.

15.2 If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice or the Expected Return Date sooner.

15.3 If you wish to return later than the Expected Return Date, you should either:

- request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
- request paid annual leave in accordance with your contract, which will be at our discretion.

15.4 If you cannot return to work due to sickness or injury, this will be treated as sickness absence, and our Sickness Absence Policy will apply.

15.5 In any other case, a late return will be treated as an unauthorised absence.

15.6 You are normally entitled to return to work in the same position you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent. However, if you have taken any period of AAL or have combined your adoption leave with more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

16. DECIDING NOT TO RETURN

16.1 If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return, you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period; otherwise, we may require you to return to work for the remainder of the notice period.

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

16.3 This does not affect your right to receive SAP.

17. SWITCHING TO SHARED PARENTAL LEAVE

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

17.2 You need to give us at least eight weeks' written notice to end your adoption leave and opt into SPL. You can give this notice before or after the child is placed with you, but you must take at least two weeks' adoption leave. You would then be able to share any remaining leave with your partner. See our Shared Parental Leave (Adoption) Policy for further information about how SPL works.

18. FLEXIBLE WORKING

18.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after adoption leave on a case-by-case basis. There is no absolute right to insist on working part-

time, but you have a statutory right to request flexible working, and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for making and dealing with such requests is set out in our Flexible Working Policy.

