Family Leave Policy

(includes Maternity, Adoption, Neonatal, Paternity, Shared Parental Leave, Parental Leave and Parental Bereavement Leave)

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1. Our Culture and Values

1.1 Reach South Academy Trust is committed to fostering a culture where all colleagues are treated with dignity, respect and fairness and are supported to achieve their full potential. We believe that high standards of conduct and professional behaviour are integral to delivering the best outcomes for our pupils and communities.

1.2 This policy is underpinned by the Trust's values:

Aspiration – We encourage all colleagues to aim high, embrace opportunities for growth and contribute positively to the success of our schools and Trust.

Excellence – We are committed to maintaining high professional standards and delivering high-quality education and services through accountability, professionalism and continuous improvement.

Resilience – We recognise that challenges and mistakes can occur and seek, wherever possible, to support learning, reflection and improvement whilst maintaining appropriate standards of conduct.

Integrity – We expect all colleagues to act honestly, ethically and professionally, demonstrating sound judgement and maintaining the trust placed in them by pupils, families, colleagues and the wider community.

1.3 The purpose of this policy is not solely to address misconduct where it occurs, but to promote a positive working environment in which our values are consistently demonstrated and high standards of behaviour are understood and upheld by all employees.

SECTION 2 – POLICY INFORMATION

2.1 Introduction

2.1.1 This policy applies to all staff employed by Reach South Academy Trust including support staff and teachers regardless of the number of hours worked per week.

2.1.2 This policy sets out the rights of Trust employees to family leave and pays in accordance with national, local and statutory conditions of service. Nothing in the provisions shall be construed as providing rights less favourable than statutory rights.

2.1.3 This policy does not form part of your employment contract, and the Trust may update it at any time in consultation with Trade Unions.

2.2 Personnel responsible for implementing the policy

2.2.1 The Board has overall responsibility for the effective operation of this policy, however, has delegated day-to-day responsibility for its operation to the Chief Executive Officer (CEO) and the Director of People.

2.2.2 Responsibility for monitoring and reviewing the operation of this policy and making recommendations for change to minimise risks also lies with the CEO and the Director of People. All managers have a specific responsibility for operating within the boundaries of

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this policy, ensuring that all staff understand the contents.

2.2.3 All staff are responsible for the success of this policy and should ensure that they take the time to read and understand it as and when it applies to them.

2.3 Principles

2.3.1 Reach South Academy Trust is committed to fairness and equity and values diversity in all aspects of its work as a provider of education and as an employer of people. We constantly strive to build a workforce that is representative of the community it serves.

2.3.2 Reach South Academy Trust is committed to eliminating all forms of discrimination on the grounds of age, disability, gender reassignment, marriage / civil partnership, pregnancy maternity, race, religion or belief, sex and sexual orientation in the provision of our services and in recruitment and employment. This enables an environment that is characterised by dignity and respect, which is free from harassment, bullying and victimisation.

2.3.3 The organisation recognises that employees may have questions and/or concerns relating to all family leave rights. Therefore, this policy aims to provide details of potential provisions for the following family leave and pay:

- Maternity
- Adoption
- Paternity
- Shared Parental
- Parental
- Parental Bereavement

2.3.4 However, as the family leave provisions are complex, all staff should take the time to familarise themselves with this policy in the first instance. Should you wish to seek support from the People Team, please contact people@reachsouth.org

2.3.5 This policy does not form part of any employee's contract of employment other than those aspects of this policy related to statutory and contractual terms and conditions, therefore, Trust may amend it in consultation with the recognised Trade Unions. Where employees have enhanced terms and conditions of employment under TUPE, the enhanced terms will apply.

2.4 Duties & Responsibilities

2.4.1 Line Managers are responsible for:

- Ensuring that this policy is adhered to within their specified area and should take consideration of it when undertaking relevant processes.
- Ensuring that employees are made aware of this policy and understand the potential implications of processes in relation to it.

2.4.2 Employees must:

- Ensure that they participate and engage in any processes in line with this policy.
- Make their manager aware if they require any additional support to participate in processes within this policy.

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SECTION 3 - DIVERSITY, INCLUSION AND BELONGING STATEMENT

3.1 At Reach South Academy Trust, we are committed to creating a vibrant and inclusive environment that celebrates diversity and fosters a sense of belonging for all. This commitment extends to every aspect of our work, from the education we deliver to the staff we employ. We believe in fairness, equity, and promoting social mobility for all.

3.2 We actively promote inclusivity through our People policies and practices. We value and respect every individual, regardless of background, and strive to build a diverse staff and student body that reflects the richness of the communities we serve.

3.3 We dismantle barriers to opportunity by ensuring equal access to resources and development opportunities for all staff members. Our People policies are designed to be fair and unbiased, promoting a level playing field for career progression regardless of social or economic background.

3.4 Serving Our Local Communities: We actively engage with local communities to understand their needs and perspectives. Our recruitment practices prioritise attracting talent from diverse backgrounds within our local area, further strengthening the connection between the Trust and the communities it serves.

3.5 Our People policies are developed and implemented in accordance with the Equality Act 2010. We are committed to eliminating all forms of discrimination on the grounds of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex, and sexual orientation. This ensures an environment characterised by dignity and respect, free from harassment, bullying, and victimisation.

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SECTION 4 - MATERNITY

4.1 Introduction

4.1.1 This section sets out the Trust's entitlements for staff who are pregnant, including notification requirements and rights to time off work.

4.2 Notification of Pregnancy

4.2.1 You should tell your manager at the earliest opportunity following the confirmation of your pregnancy; your manager will then arrange to complete a maternity risk assessment with you (**Appendix 1** and section 2.14) and inform the People Team, who will require you to complete the Maternity Leave Application form (**Appendix 2**) and send this to people@reachsouth.org

4.2.2 It is advisable for you and your manager to meet to discuss your maternity leave start date, expected return date along with any other questions you may have. You may wish to contact the People Team for further guidance.

4.2.3 You are required either in or before your qualifying week (15th week before your Expected Week of Childbirth (EWC)), to notify the organisation in writing of your pregnancy; your EWC and the date you intend to start your maternity leave. You should do this by completing the Maternity Leave Application Form (**Appendix 2**). Once completed you should send it to both your manager and the People Team. You are also required to send your original MATB1 certificate to the People Team. You will normally receive this in or after your 25th week from your GP or midwife. On some occasions your MATB1 may be returned to you particularly if you will be claiming Maternity Allowance (MA). It is important that you complete your personal details on the certificate before forwarding to your manager so as not to delay the process.

4.2.4 Within 28 days' receipt of your completed form and MATB1 you will receive written confirmation of your notification setting out the details of your maternity entitlements. This will include your expected return to work date. Should you wish to return to work before this date you are required to give your manager 8 weeks' written notice.

4.2.5 If you should wish to alter your leave commencement date you will need to give 28 days' written notice (or as soon as is reasonably practicable).

4.3 Ante Natal Care Appointments

4.3.1 Any pregnant member of staff has the right to paid time-off to attend antenatal care including travelling time. Staff will normally be required to attend antenatal classes (such as relaxation and parenting classes) and medical appointments. Staff should liaise with their line manager regarding time-off giving as much notice as possible.

4.3.2 Fathers and partners have the right to take unpaid time off work to accompany expectant mothers to up to two antenatal appointments. Staff should liaise with their line manager regarding time-off giving as much notice as possible.

4.3.3 In order to exercise your right to time off to attend antenatal care, you must notify your line manager of your pregnancy and obtain their authorisation to take time off. If requested, you will have to provide evidence of the antenatal appointments. It is recommended that the manager maintain a record of the appointments through the normal processes for recording paid time off.

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4.4 Maternity Leave

4.4.1 All staff are entitled to take up to 52 weeks' maternity leave (comprising 26 weeks of Ordinary Maternity Leave and 26 weeks of Additional Maternity Leave). This right applies to all staff regardless of their length of service or the number of hours they work per week.

4.4.2 To be eligible for maternity leave staff must comply with the notification requirements set out in this policy.

4.4.3 All employees have the right to curtail their period of maternity leave to utilise Shared Parental Leave with their partner please refer to the Shared Parental Leave under Section 5.

4.5 Commencing Maternity Leave

4.5.1 Maternity leave can commence at any time from 11 weeks before Expected Week of Childbirth (EWC). It must commence no later than the day after childbirth.

4.5.2 If the staff member is absent from work due to a pregnancy related illness during the 4 weeks before the EWC, her maternity leave will commence automatically.

4.5.3 If childbirth occurs before the date the member of staff notified as the day she intended to start maternity leave then her maternity leave will commence on the day after the day of childbirth.

4.5.4 If a temporary replacement is required to cover the member of staff's maternity leave, the temporary member of staff must be informed in writing that their employment will be terminated on the return to work of the staff from maternity leave.

4.6 Contact during Maternity Leave

4.6.1 Managers are required to maintain an appropriate level of contact with members of staff during their maternity leave period to discuss issues such as return to work and will keep employees informed of vacancies, any significant workplace developments and training opportunities. The member of staff and manager should discuss the method of contact and frequency during maternity.

4.6.2 Contact will not constitute 'work' and would not therefore count towards the 10 days 'keeping in touch' days and neither would contact bring the maternity leave period to an end.

4.7 Returning to Work

4.7.1 The member of staff cannot return to work in the <u>two weeks</u> following the day of childbirth. This is Compulsory Maternity Leave.

4.7.2 **"Expected Return Date"** - If the member of staff chooses to return to work at her Expected Return Date, she does not have to give specific notice, although she should confirm to her line manager the date she wishes to return so that arrangements can be made. . Line manager should meet with her at the beginning of the first day of return for an appropriate briefing before any work duties are resumed.

4.7.3 **Altering an early return date** – If a member of staff changes her mind about the date she intends to return, she must give <u>eight weeks' notice</u> before the new date. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

4.7.4 **Return to work and sickness absence** – If the staff member is unable to return to work on the expected date due to sickness, the member of staff has still exercised her right to

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return by complying with the notification procedure. She will then commence a period of sickness absence and be treated as any other staff who is absent due to sickness, including the payment of sick pay.

4.8 Breastfeeding Mothers

4.8.1 It is advised that returning mothers who are still breastfeeding inform their employer so as to ensure appropriate arrangements can be agreed and put in place regarding accommodation and regular breaks. Further information can be found on the HSE Website - https://www.hse.gov.uk/mothers/index.htm

4.8.2 The line manager and the member of staff should complete a new risk assessment at the beginning of the first day back before any work duties are resumed.

4.9 Flexible Working Requests

4.9.1 A member of staff returning to work may make a request to work flexibly, as set out in the Trusts' Flexible Working Requests Policy. Types of flexible work patterns include the consideration of flextime, part-time working, job share as well as other flexible working arrangements. Staff are advised to submit a flexible work request with plenty of notice, as the Trust has up to two months to confirm a decision from the date the request is submitted.

4.10 Choosing Not to Return to Work

4.10.1 The member of staff must give normal notice of resignation if she does not intend to return to work after her maternity leave.

4.10.2 The member of staff may have to pay back any pay received, as part of occupational maternity pay – see section 2.12. Payroll will notify the member staff of their particular circumstances, and it is a requirement that any overpayment is repaid before leaving employment with the Trust.

4.10.3 The last day of maternity leave will be the last day of service, unless the staff member has given written notice that she wishes to resign on an earlier date.

4.11 Maternity Pay

4.11.1 Staff may be eligible for one or more of the following payments depending on length of service and contractual terms.

4.11.2 Statutory Maternity Pay (SMP) – A member of staff is eligible for SMP providing she meets certain criteria. To qualify for SMP:

- Average weekly earnings for the relevant period must be equal to or higher than the lower earnings limit set by the Government.
- Give proof you are pregnant.
- Have worked for your employer continuously for at least 26 weeks continuing into the 'qualifying week' - the 15th week before the expected week of childbirth.

4.11.3 SMP payments are:

- First six weeks: 90% of average weekly earnings
- Next 33 weeks: flat rate SMP or 90% average weekly earnings whichever is the lower. Current rates are available from https://www.gov.uk/maternity-pay-leave/pay

4.11.4 **Maternity Allowance (MA)** - Where the member of staff is not eligible for SMP she may be able to claim MA from the Department for Work & Pensions. If this is the case, payroll

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will send the member of staff a claim form to complete. MA payments are flat rate for 39 weeks. Current rates are available from https://www.gov.uk/maternity-allowance

4.11.5 **Occupational Maternity Pay (OMP)** - This will depend on the member of staff's length of service, her contractual terms and conditions and if she plans to return to work.

4.11.6 Reach South Academy Trust recognises the provisions under the Burgundy Book which contains provisions for an occupational maternity scheme for those teachers who are eligible and the SMP component may be impacted accordingly. Please contact the People Team for your contractual Maternity Pay details.

4.11.7 Reach South Academy Trust recognises the provisions under the Green Book which contains provisions for an occupational maternity scheme for those support staff who are eligible and the SMP component may be impacted accordingly. Please contact the People Team for your contractual Maternity Pay details.

4.12 Occupational Maternity Pay – Repayment

4.12.1 If a member of staff has declared that she will be returning to work following the birth, she must return to work for the Trust for a period of time in order to 'protect' her Occupational Maternity Pay (OMP). Where the staff holds more than one post, she must return to each post in order to protect the OMP which has been paid against that employment.

4.12.2 Teachers - The period for which the staff member must return is 13 weeks (including periods of school closure). Where a full-time teacher may return to work on a part-time basis for a period which equates to 13 weeks of full-time service. Similarly, where, a part- time teacher may return to work on a different part-time basis for a period which equates to 13 weeks part-time service relating to her previous contract.

Support Staff – The period for which the staff member must return to work is three months regardless of the number of hours worked.

Occupational maternity payments are made at the normal pay interval (less normal deductions) or withheld until the staff member returns to work, when the amount is paid as a lump sum (less normal deductions).

4.12.3 If a staff member decides not to return to work (i.e. resigns) or the contract ends for a reason other than redundancy whilst on maternity leave, OMP ceases when the employment ends. The member of staff is required to repay any enhanced pay elements of OMP paid up to and including the last day of employment if she does not return to work for the Trust. Payroll will notify the member of staff of the amount, and it is a requirement that any overpayment is repaid before leaving employment with the Trust. This applies to employees on permanent and fixed term contracts.

4.12.4 If member of staff holds more than one post and chooses to return to one or more but not to all posts, she will be required to repay the half pay elements, if applicable, paid against the post(s) which she chooses to not return to.

4.12.5 If member of staff is made redundant whilst on maternity leave, OMP ceases on the last day of employment. The member of staff is not required to pay back any half pay elements of OMP paid up to and including the last day of employment. This applies to employees on permanent and fixed term contracts.

4.12.6 The member of staff will not have to refund SMP/MA payments as these are statutory payments.

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4.12.7 If the member of staff is made redundant during maternity leave any maternity pay should be topped up to the equivalent of full pay during the notice period (section 88 of the Employment Rights Act 1999).

4.12.8 To be eligible for maternity leave and pay employees must meet specific notification requirements as set out in section 2.2.

4.13 Salary Sacrifice Schemes

4.13.1 You should contact Payroll at the earliest opportunity as these schemes, for example health cash plan or cycle scheme, may have a negative effect on your maternity pay (payroll@reachsouth.org).

4.13.2 Maternity pay is calculated on the average weekly earnings during the two pay dates falling in or before your 15th week of confinement and is not based on basic pay, but an average pay that you have earned during this reference period. Salary sacrifice schemes cannot be deducted from any statutory payments, and therefore, you are strongly advised to discuss this with Payroll at the earliest opportunity.

4.13.3 If you are a member of a Trade Union, the Trust recommends you inform your trade union when you begin maternity leave, as many of the recognised trade unions will substantially reduce your subscriptions during maternity leave if they are notified. It is recommended that you take advantage of these reduced rates rather than lapse your membership as you may require support and representation related to pregnancy and maternity, and if you lose your continuous membership, you may lose entitlements to some member benefits and services depending on the trade union.

4.14 Health & Safety (Maternity Risk Assessment)

4.14.1 Reach South Academy Trust has a duty of care towards mothers and their unborn children; therefore, it is important that we ensure that your working conditions will not cause harm to you or your unborn children.

4.14.2 If the risk assessment identifies or a medical professional considers that you and / or your unborn child would be at risk and the risk(s) be significant the line manager will need to take action. Advice can be sought from the Trust's occupational health provider. This may include:

- Removing the hazard(s) or avoiding the employee's exposure to the risk(s);
- Advising the member of staff of the risk;
- Informing the member of staff of any action the line manager will take to ensure that the member of staff is not exposed to a risk that could cause harm.

4.14.3 Our priority would be to seek and provide suitable alternative employment for which you would continue to receive your normal pay. If in exceptional circumstances we are unable to offer suitable alternative work, you would be placed on special paid leave.

4.14.4 Depending on the nature of your job and / or area that you are based, it may be appropriate to complete more than one risk assessment during your pregnancy. In most circumstances the risk assessment should be reviewed on a monthly basis during the pregnancy to ensure relevance and identify any changes. A further review should take place when the member of staff returns to work following maternity leave.

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4.15 Risk of Rubella

2.15.1 If in the early months of pregnancy, a member of staff is advised by an approved medical practitioner to absent herself from school because of the risk of rubella, she shall be granted leave with full pay, provided that she does not unreasonably refuse to serve in another school where there is no such undue risk.

4.16 Accrual of annual leave during maternity leave (non-term time staff)

(not applicable to Teachers or support staff who take their holidays during school closure periods)

4.16.1 The leave year for non-term time staff for the purpose of establishing annual leave entitlement, whilst on maternity leave is 1 April to 31 March.

4.16.2 If an employee's maternity leave spans two annual leave years, she will be able to carry forward her contractual entitlement into the new leave year. However, the manager should be proactive about managing the amount of leave that the staff will have and discuss the options available as early as possible (see procedure). These options could be to:

- take annual leave before the start of the maternity leave;
- start the maternity leave earlier than anticipated and fit in the annual leave before returning to work;
- return before the end of the maternity leave so that the remaining leave can be taken before the end of the annual leave year;
- take annual leave at the end of maternity leave, fitting it in before returning to work.
- Any leave carried over must be taken by 31st March of the subsequent leave year.

4.16.3 During maternity leave, annual leave (including bank holidays) will accrue in the same way as it did before the absence began. If the member of staff returns to work on a reduced hour's basis, on the date of return to work the annual leave will begin to be calculated at the new pro-rata rate.

4.16.4 If the member of staff decides not to return to work, annual leave will accrue up to the final date of service.

4.16.5 If during the maternity leave period the member of staff subsequently decides not to return to work, and too much annual leave has been taken then there will be a requirement to pay back some of the annual leave taken in advance. This will be in the form of any monies owed by the employee.

4.17 Accrual of annual leave during maternity leave (term time staff only)

4.17.1 The leave year for term time support staff for the purpose of establishing annual leave entitlement, whilst on maternity leave, is 1 April to 31 March.

4.17.2 Following the introduction of the Working Time (Amendment) Regulations 2007, which came into effect on 1 October 2007, the statutory leave entitlement has increased to 28 days (5.6 weeks), pro rata for those working part time. This is not an additional entitlement to annual leave on top of the current school closure arrangements.

4.17.3 Term time staff on maternity leave are entitled to accrue their contractual annual leave (including bank holidays) under the Working Time Regulations. Employees who take maternity leave must be able to take their annual leave at a time outside of their maternity leave.

4.17.4 Staff will be required to take any outstanding accrued leave immediately after the end of their maternity leave.

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4.17.5 Staff are advised to speak to the People Team who will calculate the accrued annual leave during their maternity leave and will be able to advise on maternity leave dates.

4.17.6 It will not be possible for employees to obtain payment in lieu of untaken annual leave instead of taking leave during the leave year. However, payment in lieu may be necessary if the member of staff does not return to her job following maternity leave. Payment will be made in accordance with the Working Time Regulations and is not pensionable.

4.18 Accrual of annual leave during maternity leave

Teaching Staff

4.18.1 All teachers have a statutory right to 28 days' leave under the Working Time Regulations.

4.18.2 A teacher must be able to take her annual leave at a time separate to her maternity leave. Given the school closure periods, it is likely the 28 days entitlement will have been met during school closure periods either before or after her period of maternity leave.

Support Staff

4.18.3 Support staff employed on NJC terms and conditions, subject to TUPE protections or whose employers adopt the Green Book, OML and AML shall be regarded as continuous service for the purposes of the National Joint Council's sickness and maternity schemes and annual leave. Annual leave continues to accrue during both ordinary and additional maternity leave.

4.19 Pension contributions during maternity

4.19.1 Teachers:

- During the period of paid maternity leave, pension contributions will be paid and deducted from the teachers' pay in line with pension regulations.
- Any unpaid period will not be pensionable/reckonable.
- Please contact Teachers Pensions online at www.teacherspensions.co.uk for further guidance on your pension contributions during maternity leave.

4.19.2 Support Staff:

- During the period of paid maternity leave, pension contributions will be paid and deducted from the pay in line with pension regulations
- Any unpaid period will not be pensionable/reckonable.
- Please contact LGPS online at https://www.lgpsmember.org/ for further guidance on your pension contributions during maternity leave.

4.20 Working during Maternity Leave/'Keeping in Touch' Days

4.20.1 A member of staff can do 10 days' work during her maternity leave without bringing her maternity leave to an end. Working for part of a day will count as one day.

KIT days are designed to bridge the gap between a prolonged period of maternity leave and the return to work, the idea being that they assist with easing the employee back into their working environment

- Work is defined as any work done under the contract of employment and may include training or any activity undertaken for the purposes of keeping in touch with the workplace (i.e. inset day).
- A manager cannot insist that a member of staff carries out any work and equally a member of staff cannot insist on being given any work to do.
- The member of staff's maternity leave will not be extended due to the fact that she has carried out some work during this period.

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- The member of staff will not lose any SMP for working up to 10 KIT days.

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- A member of staff will be paid their normal rate of pay for any work done under the contract of employment and this will be offset against any SMP due for each day.
- Maternity leave and pay will automatically end if you work more than 10 KIT days.
- A member of staff cannot carry out any work during the first two weeks following the birth of the child.
- To claim working a KIT day staff will need to make the claim via the EveryHR employee self-service portal, through the 'My Time' module.

4.21 Maternity Rights in the Event of a Still Birth or Miscarriage

4.21.1 **Stillbirth or miscarriage before the 25th week of pregnancy** – In the unfortunate event a member of staff miscarries or has a stillbirth earlier than the 25th week of her pregnancy she will commence a period of sickness absence and be treated as any other member of staff who is absent due to sickness, including the payment of sick pay.

4.21.2 **Stillbirth from 25th week of pregnancy onwards** - In the unfortunate event a member of staff has a stillbirth from the 25th week of pregnancy onwards she will be eligible to full maternity scheme benefits.

4.21.3 **Birth of a live child before the 25th week of pregnancy onwards** - A member of staff who gives birth to a live child, even if the child later dies, at any point in her pregnancy will be entitled to full maternity scheme benefits. Please speak to your Office/Operations Manager for further information in these circumstances.

4.22 Pay Progression whilst on maternity leave

4.22.1 All staff on maternity leave are entitled to be considered for pay progression in the same way as other staff, whether or not they have returned to service at the date of the annual pay determination.

4.23 Right to Return to Work

4.23.1 Staff have the right to return to work following maternity leave subject to specific requirements depending on when they return.

4.23.2 If a member of staff returns after ordinary maternity leave (i.e. no more than 26 weeks), they have the right to return to the job they occupied before their maternity leave. If they have taken additional maternity leave (i.e. more than 26 weeks), they have the right to return to their original job unless this is not reasonably practicable, in which case they have the right to return to another suitable job, on terms no less favourable than the terms they enjoyed in their original job.

4.23.3 Where it is not practicable by reason of redundancy for the Trust to permit the member of staff to return to work in her job, the member of staff shall be entitled to be offered a reasonable suitable alternative vacancy where one exists. The duties in that post should be suitable for the member of staff and appropriate to the circumstances. Also, the capacity and place in which she is to be employed, and her terms and conditions of employment should not be substantially less favourable to her than if she had been able to return to the job in which she was originally employed. Suitable alternative employment as described above may also be offered if exceptional circumstances other than redundancy (e.g. a general reorganisation), which would have occurred if the staff had not been absent, necessitate a change in the job in which she was employed prior to her absence.

4.23.4 Upon the member of staff's return to work she will be required to meet with her manager for a return-to-work meeting, to welcome her back to the workplace, discuss any changes that may have taken place prior to her maternity leave. The manager will be required to

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complete a Return-to-Work Maternity Form (see Appendix 3) and it may be necessary to undertake a further risk assessment at the start of first shift before any work duties.

4.23.5 You can go on maternity leave again if you get pregnant while you're already on maternity leave. You don't need to go back to work between your pregnancies. You'll need to check whether you can get maternity pay a second time, but apart from that you have the same rights as during your first pregnancy

SECTION 5 - ADOPTION

5.1 Introduction

5.1.1 This section sets out the Trust's entitlements for staff who are adopting a child, including notification requirements and rights to time off work.

5.1.2 If you are matched for adoption with a child, you may be entitled to either adoption leave or paternity leave. One parent cannot take both periods of leave, and it is up to you and your partner to decide who is the main adopter and so will take adoption leave. The main adopter's partner may be entitled to take paternity leave. You may also wish to refer section 4 – Paternity Leave.

5.1.3 Main adopters are entitled to a total of 52 weeks' leave. We have set out below all of your rights and obligations should you be matched for adoption. We would ask that you notify us as soon as possible of your situation so that we can ensure you are fully aware of all your entitlements and obligations.

5.3 Time Off for Adoption Appointments

5.3.1 You are entitled to time off to attend adoption appointments in the period between notification of a match and the date of placement. For single adopters or the main adopter in a joint adoption, you are entitled to paid time off to attend up to five appointments, with a maximum of six and a half hours per appointment. The adopter's partner in a joint adoption will be entitled to unpaid time off to attend up to two appointments.

5.3.2 Where the time is paid, you will be paid at your normal hourly rate for this time.

5.3.3 If the main adopter's partner wishes to attend more than two adoption appointments, they should speak to their line manager who will consider the request at their discretion. This will be unpaid time off, if granted.

5.4 Notification Requirements for Appointments

5.4.1 In order to take time off for adoption appointments, the Trust will require staff to provide confirmation of the following:

- That they would like to take time off and state whether this will be the paid or unpaid entitlement
- The date and time of the appointment
- That the appointment has been arranged by or at the request of the adoption agency.
- The member of staff must also complete the required forms prior to attending the appointment

5.5 Notification Requirements for Adoption Leave and Pay

5.5.1 You are required to give us notice, in writing, of your intention to take adoption leave within seven days of being notified by the adoption agency that you have been matched with a child, unless this is not reasonably practicable. The notice must specify:

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- the date the child is expected to be placed with you; and
- the date you want the adoption leave to start.

5.5.2 You will need to complete the Adoption Application Leave Form (see Appendix 4) and you should provide the "matching certificate" from the adoption agency. The certificate will include basic information on matching and expected placement dates.

5.5.3 You are able to change your mind about the date on which you want your adoption leave to start providing you inform us at least 28 days in advance, unless this is not reasonably practicable.

5.5.4 We will write to you to notify you of the date on which you are expected to return to work if the full entitlement to adoption leave is taken, within 28 days of the date on which you notified us of your intention to take leave, or, if you have varied the date originally chosen to start adoption leave, within 28 days of the date on which adoption leave began.

5.6 Eligibility for Adoption Leave

5.6.1 A Day one right, staff are entitled to 52 weeks' adoption leave from the commencement of employment and are eligible by providing the correct notification evidence of the adoption.

5.6.2 Adoption leave is not available in circumstances where a child is not newly matched for adoption, for example when a stepparent is adopting a partner's child/children. You must provide evidence that the adoption agency have provided notification of the agreement to the placement and evidence of the employee's agreement to the date of the placement.

5.6.3 Only one period of leave is available irrespective of whether more than one child is placed for adoption as part of the same arrangement. However, if an additional child is adopted at a later date as a separate agreement, then you could qualify again for a separate period of adoption leave.

5.6.4 Employees will not qualify for either adoption leave or pay if they:

- become a special guardian or kinship carer
- adopt a stepchild or family member
- adopt privately, for example without permission from a UK authority or adoption agency

5.7 Ordinary and Additional Adoption Leave

5.7.1 Adoption leave is divided into two categories, 'ordinary' and 'additional'. Each is for 26 weeks, with additional leave following on from ordinary adoption leave, giving 52 weeks leave in total. If you are eligible for ordinary adoption leave you will also qualify automatically for additional adoption leave.

5.8 Commencement of Adoption Leave

5.8.1 You can choose to start your adoption leave on the date of the child's placement (whether this is earlier or later than was expected), or on a predetermined fixed date no earlier than 14 days before the expected date of placement and no later than the date of placement. Adoption leave can start on any day of the week.

5.8.2 Adoption leave can also start:

- when the child arrives in the UK or within 28 days of this date (overseas adoptions)
- the day the child's born or the day after (if you've used a surrogate to have a child)

5.9 Adoption Pay - Eligibility

5.9.1 To qualify for Statutory Adoption Pay, you must:

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- Have been continuously employed by your employer for at least 26 weeks by the week you were matched with a child
- Average weekly earnings for the relevant period must be equal to or higher than the lower earnings limit set by the Government.
- Give proof of the adoption or surrogacy

5.10 Adopting a Child from Oversees

5.10.1 The requirements are the same if you are adopting from overseas, except you must have been continuously employed by the Trust for at least 26 weeks when you start getting adoption pay.

5.10.2 You must also sign form SC6 and return to the People Team. The found can be found and completed on the at gov.uk website, if you are adopting from overseas with a partner. This confirms you are not taking paternity leave or pay.

5.11 Surrogacy Arrangement

5.11.1 The requirements are the same if you are in a surrogacy arrangement, except you must have been continuously employed by the Trust for at least 26 weeks by the 15th week before the baby's due. You must also:

- intend to apply for a parental order
- expect the order to be granted (for example because you do not have any convictions involving children, and the birth mother or father agree to the arrangement)

5.11.2 If you are genetically related to the child (the egg or sperm donor), you can choose to get paternity leave and pay instead. You cannot get both.

5.12 Fostering for Adoption

5.12.1 If you are eligible for adoption pay and leave, you will receive them from when the child comes to live with you.

5.13 Adoption Pay

5.13.1 Staff may be eligible for one or more of the following payments depending on length of service and contractual term

5.13.2 **Statutory Adoption Pay (SAP)** – A member of staff is eligible for SAP providing she meets certain criteria. SAP payments are:

- First six weeks: 90% of average weekly earnings
- Next 33 weeks: flat rate SMP or 90% average weekly earnings if this is less. Current rates are available from https://www.gov.uk/adoption-pay-leave/pay

5.13.3 **Occupation Adoption Pay (OAP)** - This will depend on the member of staff's contractual terms and conditions, length of service and if they plan to return to work – please speak to the People Team for further details.

5.13.4 Reach South Academy Trust will treat Occupational Adoption Pay (OAP) in the same way as Occupational Maternity Pay (OMP) for employees on adoption leave.

5.13.5 If you do not qualify for such a payment, you may, dependent upon your circumstances, be eligible to receive allowances from the appropriate government departments. If this is the case, payroll will send the member of staff a claim form to complete.

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5.14 Occupational Adoption Pay – Repayment

5.14.1 Please see section 2.12 under maternity pay with regards to repayment of Occupational Adoption Pay, as same rules will apply.

5.15 Returning to Work

5.15.1 If you are returning to work at the end of additional adoption leave, you should simply present yourself for work at the end of that period.

5.15.2 If you intend to return to work before the end of your additional adoption leave, you must give us at least eight weeks' notice of the date on which you intend to return. If you do not give us eight weeks' notice, we may postpone your return to a date ensuring that there has been eight weeks' notice.

5.15.3 Shortly before your return to work, we will be in touch with you to arrange an informal meeting with your manager. The aim of this meeting is to discuss your return and to ensure it is as smooth a transition back to work as possible. A return-to-work form will be completed by your manager upon your return to work.

5.15.4 You have the right to return:

- with your seniority, pension rights and similar rights
- on terms and conditions no less favourable than those which would have applied if you had not been absent.

5.15.5 You will not be subject to any detriment by the company because you took or sought to take adoption leave.

5.16 Pay Progression whilst on maternity leave

5.16.1 All staff on maternity leave are entitled to be considered for pay progression in the same way as other staff, whether or not they have returned to service at the date of the annual pay determination. In such cases, however, it is particularly likely that appraisal reviews may not have been completed, and the Trust may not have any reviewer's recommendation to consider.

5.16.2 Therefore pay decisions should be taken on the basis of the available information. This might include information from the most recent appraisal review or any part of the appraisal period when the member of staff was present.

5.17 Accrual of annual leave during adoption leave (non-term time staff)

5.17.1 See section 2.16

5.18 Accrual of annual leave during adoption leave (term time staff only)

5.18.1 See section 2.17

5.19 Accrual of annual leave during adoption leave (teaching staff only)

5.19.1 Section 2.18

5.20 Pension contributions during adoption leave

5.20.1 See section 2.19

5.21 Keeping in Touch Days (see Section 2.20 for details)

5.21.1 You can work for up to 10 KIT days during your adoption leave period without losing statutory payments for that week or ending your entitlement to leave.

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5.21.2 For this purpose any work carried out on any day, even just an hour's work, is deemed to constitute "a day's work". Any days' work done under this provision will not have the effect of extending the total duration of the adoption leave period.

SECTION 5 - PATERNITY LEAVE

5.1 Introduction

5.1.1 This section sets out the Trust's entitlements for staff to take time off work to support their partner who is on maternity or adoption leave.

5.2 Eligibility

- **Paternity Leave Following the Birth of a Child**: Paternity leave is a day one right. It is also a statutory right for all staff as long they have met the eligibility criteria. You may be eligible for Paternity Leave if you: are the child's father, the mother's husband or partner (whether of the same or different sex) or one partner in a couple who are both entitled to apply for, and propose to apply for, a Parental Order for the child
- will be or expect to be responsible for the child's upbringing, where you are the father, or expect to be mainly responsible for the child's upbringing where you are the mother's husband or partner but not the father of the child
- have given the required notice of your intention to take leave

Statutory Paternity Pay may be payable if you meet the separate statutory eligibility requirements, including having at least 26 weeks' continuous service by the end of the 15th week before the expected week of childbirth and meeting the earnings requirements.

5.2.2 **Paternity Leave Following Adoption**: You will be eligible for paternity leave and pay on the adoption of a child if you:

- will be or expect to be mainly responsible for the child's upbringing
- are married to the child's adopter or the partner of the child's adopter (whether of the same or different sex)
- have been employed and performed work for the Trust for a minimum period of 26 weeks by the end of the week the matching notification is given to the child's adopter
- have given the required notice of your intention to take leave and, where requested, have provided evidence
- have not previously taken shared parental leave for the same child.

5.3 Notification Requirements

5.3.1 **Paternity Leave Following the Birth of a Child:** Unless not reasonably practicable, you must notify the Trust of your intention to utilise a period or two separate periods of paternity four weeks prior to each term of absence. Staff must inform their line manager of the following:

- the anticipated week of birth
- whether you intend to use one or two weeks' leave
- the date(s)you wish the period(s) of leave to begin

5.3.2 Staff are required to complete the Paternity Leave Form (see Appendix 5) along with a copy of the MATB1 form and submit this form to payroll and pensions. Alternatively, you can complete Statutory Paternity Pay and Leave Form SC3: https://www.gov.uk/government/publications/ordinary-statutory-paternity-pay-and-leave-becoming-a-birth-parent-sc3. Print/scan and send this to your School Office Manager.

5.3.3 As soon as reasonably practicable after birth, you must notify us of the actual date of birth

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in writing.

5.3.4 If you wish to change the date of your paternity leave after giving notice, you must provide an additional written notice requesting a variation to the leave. This notice must be provided at least 28 days in advance of the new start date of the leave period (or as soon as is reasonably practicable).

5.3.5 **Paternity Leave Following the Adoption of a Child:** Unless not reasonably practicable, you must notify the Trust of your intention to utilise a period of paternity within seven days of the date the matching notification is given to the child's adopter. Where this is not reasonably practicable, the notification must be provided to the Trust as soon as possible. Staff must inform their line manager of the following:

- the date the matching notification was given to the child's adopter
- the expected date of placement
- whether you intend to use one or two weeks' leave
- the date(s) you wish the period(s) of leave to begin.

5.3.6 Staff are required to complete the Paternity Leave Form and submit this form to payroll and pensions.

5.4 When Does Paternity Leave Start?

5.4.1 Paternity leave lasts for a fixed period of one week or two weeks and, in line with the Paternity Leave (Amendment) Regulations 2024, must be taken within a period of 365 days after the expected week of confinement (EWC). You may not take individual days as paternity leave. You may take separate weeks as paternity leave.

Leave can be chosen to start:

- from the birth date or date of adoption (whether this date is sooner or later than anticipated) or
- on a specific day after the birth date or date of adoption (whether this day is sooner or later than anticipated) or
- from a specific date that is after the first day of the EWC (in birth cases and not adoption) or
- on a specific date, arranged in advance, that is after the expected placement date (in adoption cases).

5.4.2 If the child is born earlier than expected before the EWC, paternity leave must be taken:

- within a period of 365 days from that date or
- within a period of 365 days from the child's actual birth date.

5.4.3 If the same pregnancy results in more than one child being born, or more than one child is adopted in the same arrangement, the entitlement to paternity leave does not increase and only one period of leave can be taken.

5.5 Paternity Pay

5.5.1 You may be entitled to receive Statutory Paternity Pay (SPP) for the period of paternity leave. SPP is paid at a specific rate set by the government each tax year, or at 90 per cent of your average weekly pay during the relevant period, whichever is lower. For details of the current SPP rate, for further information please see: https://www.gov.uk/paternity-pay-leave/pay

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5.5.2 In addition, subject to the same eligibility as SPP, The Trust will pay Occupational Paternity Pay (OPP) up to full salary for the two-week period.

5.5.3 In order to meet the eligibility criteria for SPP and OPP, average weekly earnings for the relevant period must be equal to or higher than the specific lower earnings limit set by the government each tax year. The relevant period is:

- the period of eight weeks which ends immediately before the 14th week before the EWC (in birth cases) or
- the period of eight weeks which ends immediately before the week where the matching notification was given to the child's adopter (**in adoption cases**).
- have been continuously employed by the Trust for at least 26 weeks up to any day in the 'qualifying week'.

5.5.3 Dependent on your individual circumstances, you may be entitled to receive additional financial support. You should attend your local social security office (Department for Work and Pensions) to receive further information on this.

5.6 Contractual Benefits

5.6.1 Whilst on paternity leave, you continue to be entitled to receive your normal terms and conditions of employment, other than wages or salary (unless expressly stated otherwise in your employment contract). You may be entitled to receive payment of SPP for this period, as set out above.

5.6.2 Your contract of employment continues during paternity leave. As such, any contractual obligations continue to apply during your leave, and you remain bound by these.

5.7 Returning to work

5.7.1 Following your two weeks' paternity leave, you have the right to come back to the same job role. The act of requesting or taking paternity leave will not cause you to suffer any disadvantage in the workplace.

5.7.2 If you wish to change your working hours following paternity leave, the Trust will consider each request on its individual facts in line with the Trust's Flexible Working Policy. Requests should be submitted as far in advance as possible to allow the full consideration process to take place as early as possible.

5.7.3 You should discuss with your line manager, as early as possible, where you are planning on not returning to work. Resignation should be notified to your line manager, in writing, as set out in your employment contract.

5.7.4 **Shared Parental Leave:** Following paternity leave, you may be entitled to take further periods of leave under the Shared Parental Leave scheme. Full details on Shared Parental Leave, including how to apply are in Section 5 of this policy.

5.7.5 Employees may be entitled to take Paternity Leave following a period of Shared Parental Leave in accordance with the relevant statutory provisions and eligibility requirements.

5.8 Other Rights When You and Your Partner are Having a Baby or Adopting a Child

5.8.1 Staff have the statutory right to attend two pregnancy-related ('antenatal') or adoption appointments with your partner if you are:

- the biological father
- the secondary adopter and have been matched with a child

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- to be a parent through surrogacy and will be applying for a parental order

5.8.2 You can take a maximum of 6.5 hours for each appointment, including travel to and from the appointment.

5.8.3 If these appointments fall during working hours, time off shall be paid at the normal rate.

5.8.4 If you want to go to more appointments, you will need to discuss this your manager and seek their approval. Additional time will be unpaid, and therefore, consideration should be given to either using time in lieu, flexitime, annual or unpaid leave, where applicable.

5.8.5 Staff are expected, where possible to attend work prior to, or return to work following, such appointments.

5.9 Notification

5.9.1 Staff should notify their line manager of the time of the ante-natal appointment or adoption meeting giving as much notice as possible. Staff will be required to complete the other Leave form and may be required to provide evidence of the appointment time.

SECTION 6 - SHARED PARENTAL LEAVE

6.1 Introduction

6.1.1 This section sets out the staff's entitlement to take Shared Parental Leave (SPL), an explanation of the available entitlements and the procedures employees should follow in order to take leave. SPL may be taken in the case of both births and adoptions. This policy uses the word 'parent' to describe staff in both birth and adoption circumstances.

6.1.2 Any member of staff wishing to take SPL should inform their line manager at the earliest possible opportunity so that their entitlement can be explained to them. Due to the flexibility of the SPL system, it is essential that employees understand the procedural requirements involved in taking such leave.

6.1.3 The essential features of SPL are:

- eligible staff will be able to bring maternity leave to an early end and share the remaining leave entitlement
- eligible staff will have a certain amount of flexibility to decide which parent takes leave and when, including being on leave at the same time
- the maximum amount of leave to be shared is 50 weeks
- leave may be taken in minimum blocks of one week
- eligible staff may make up to three requests for leave, including any changes to previously booked leave
- a request for a continuous period of leave becomes fixed
- a request for discontinuous leave is subject to agreement with your line manager.

6.1.4 Staff can find SPL notification forms in the Appendices.

6.2 Eligibility Requirements

6.2.1 In order to take SPL, which is a day one right, both the member of staff and their partner must meet certain eligibility criteria.

You must:

- be the mother, father, or main adopter of the child, or the partner of the mother or main adopter

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- have 26 weeks' service at the end of the 15th week before the expected week of childbirth (EWC)
- have a partner who meets the employment and earnings test (see below)
- share the primary responsibility for the child with the other parent at the time of the birth
- have made the required notifications in respect of their entitlement and have provided the necessary declarations and evidence
- be working for the Trust until the week before any leave is taken.

6.3 Employment and Earnings Test

6.3.1 Your partner must have, in the 66 weeks before the EWC, worked for at least 26 weeks and earned on average at least £30 a week in any 13 weeks.

6.4 Amount and Timing of SPL

6.4.1 Parents cannot take more than 52 weeks of leave in total made up of maternity or adoption leave and shared parental leave, but excluding paternity leave, which is a standalone entitlement.

6.4.2 Mothers are not able to share compulsory maternity leave entitlement of two weeks. This is a statutory requirement enabling the member of staff to recover from the birth and is to be taken exclusively by her. Correspondingly, adopters may share a maximum of 50 weeks' leave.

6.4.3 SPL can only be taken in minimum blocks of one week; it is not possible to take a day's shared parental leave. The minimum amount that can be taken is one week.

6.5 Entitlement to Shared Parental Pay

6.5.1 Shared Parental Pay (ShPP) can be paid to both parents for a maximum of 39 weeks in total. This includes any weeks in which statutory maternity or adoption pay was received, and the timing of pay will be decided between the parents.

6.5.2 To be eligible to receive ShPP, you must:

- have been continuously employed for at least 26 weeks up to and including the "qualifying week" (the 15th week prior to the expected week of childbirth or placement for adoption)
- have average earnings not less than the lower earnings limit calculated over the eight weeks prior to the qualifying week
- comply with the notification requirements.

6.5.3 Staff may be eligible for enhanced ShPP depending on their length of service, and their contractual terms and conditions. Please speak to the People Team for further details regarding your contractual entitlement.

6.6 Notification Requirements and the Process

6.6.1 Step 1 – Curtailment Notice (ending maternity/adoption leave)

6.6.2 Maternity/adoption leave must be curtailed (ended early) if SPL is to be taken. The mother/main adopter must inform the Trust that maternity/adoption leave will be ended by providing a curtailment notice at the same time as the notice of entitlement is provided (see below). The curtailment notice will give eight weeks' notice of leave (and pay if applicable) being brought to an early end.

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6.6.3 The birth parent or primary adopter cannot restart maternity or adoption leave once they have returned to work.

6.6.4 A notice of curtailment can only be revoked in the following specific circumstances:

- where it is discovered in the eight weeks following the notice that neither the mother/adopter nor their partner has any entitlement to shared parental leave or pay
- in the event of the death of the partner
- if the notice was given before the birth, and the mother revokes her maternity leave curtailment notice in the six weeks following the birth.

6.6.5 Step 2 – Notice of Entitlement

6.6.6 To create an entitlement to SPL, the member of staff must give a 'notice of entitlement'. Staff are required to give at least eight weeks' notice before any leave is to be taken. The member of staff will be required to complete the notification form - see Appendices detailing the following:

- how much maternity or adoption entitlement has been used
- how much leave and pay is left over from the maternity or adoption entitlement
- how much leave each parent wants to take
- when they want to take the leave
- the signature of both parents

6.6.7 The parent must also provide a declaration from the other parent that confirms at the time of the birth or adoption placement they:

- share responsibility for the care of the child
- meet the employment and earnings test
- agree to the amount of SPL and ShPP given to the employee

6.6.8 Step 3 – Booking Leave

6.6.9 Although an indication of leave dates will have been given in previous notices, a period of leave is not fixed (unless stated to the contrary) until a period of leave notice is submitted.

6.6.10 A maximum of **three** period of leave notices are permitted, which will include any notices to amend a period of leave already booked.

6.6.11 A period of leave notice gives eight weeks' notice to the Trust that you intend to take leave on the specified dates. The date that leave will start should be given unless the period of leave notice is given before the birth of a child, in which case the start date may be expressed as, for example, 'two weeks' after the birth, to last for 'four weeks'.

6.6.12 It is important that all of the relevant information is provided according to the set timelines. If it is not, the Trust cannot guarantee that the leave will be granted.

6.6.13 There are two ways to take SPL:

- 'continuous' leave - Continuous leave will be suitable for most parents and allows for up to 3 blocks of SPL.
- 'discontinuous' leave - Discontinuous leave will be suitable when the parent wants to take blocks of SPL on and off throughout the year.

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6.6.14 Step 4 – Confirmation of SPL and ShPP

6.6.15 If you request one continuous block of leave in a period of leave notice, you are entitled to take this period of leave, and we will confirm the dates to you in writing.

6.6.16 However, if you request more than one period of leave i.e. discontinuous blocks of leave in one period of leave notice, the Trust will make a decision on whether this can be accommodated. A meeting will be arranged with your manager to discuss your request. A member of the People Team may attend this meeting to provide support around the process. The outcome of the request will be one of the following:

- agreement to the request
- proposal of alternative leave dates or
- refusal of the request.

6.6.17 If no agreement can be reached within 14 calendar days of the period of leave notice being submitted, the member of staff can either:

- withdraw their request
- take continuous leave instead.

6.6.18 Withdrawing their request on or before the 15th calendar day after they originally made it will not count as one of their three notices to book or vary leave.

6.6.19 Withdrawing their request after the 15th calendar day will count as a notice to vary leave. This means the employee would be using two notices in total.

6.6. 20 If the employee lets their discontinuous leave request become continuous leave, within 19 calendar days of their original request they can either:

- choose when the continuous leave will start (it cannot start sooner than 8 weeks from the date of the original leave request)
- let the continuous leave start when the discontinuous leave would have started

6.7 Varying a Period of Leave

6.7.1 It is important to remember that each eligible parent has up to three opportunities to either:

- change the dates of booked SPL ('notice to vary leave')
- book a block of SPL ('notice to take leave')

6.7.2 Each time a member of staff cancels or changes booked SPL, it counts as a notice to vary leave.

6.7.3 To change ('vary') or cancel the dates of any SPL booked, the member of staff must give:

- 8 weeks' notice
- a 'notice to vary leave'

6.7.4 Your manager can ask you to change dates of booked SPL. If the member of staff agrees, this would not count as a notice to vary leave.

6.8 Shared Parental Leave in Touch ('SPLIT') Days

6.8.1 During shared parental leave, you may work for up to 20 shared parental leave 'in touch' days (SPLIT days) without statutory payments being affected. We recognise the benefit of SPLIT days and encourage you to use them. However, they are optional, and you are not obliged to use them, and we are not obliged to permit them.

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6.8.2 **SPLIT days** are designed to bridge the gap between a prolonged period of shared parental leave and the return to work, the idea being that they assist with easing the employee back into their working environment

6.8.3 You will be paid at normal rate for work on a SPLIT day, offset against any statutory payments. Any work done on one day will count as one SPLIT day. To claim working a SPLIT day staff will need to make the claim via the EveryHR employee self-service portal, through the 'My Time' module.

6.8.4 Your entitlement to 20 SPLIT days is not affected by your entitlement to 10 KIT days during maternity or adoption leave.

6.9 Terms and Conditions during SPL

6.9.1 You will continue to receive all contractual benefits (with the exception of salary) during SPL.

6.10 Returning from SPL

6.10.1 Employees who wish to amend the date on which they are to return to work after shared parental leave must give eight weeks' notice of the original end date and the new end date, whichever is earlier.

6.10.2 After SPL, provided the total amount of leave taken by you (including maternity leave) does not exceed 26 weeks, you are entitled to return to the same job on the same terms and conditions of employment as if they had not been absent.

6.10.3 When you are considering your return to work you may request a change to your previous working arrangements. Any such request will be considered in line with the Flexible working Policy, and there is no automatic right to return to work on altered conditions.

6.10.4 Occupational Shared Parental Leave Pay – Repayment

Please see section 2.12 under maternity pay with regards to repayment of Occupational Shared Parental Leave Pay, as same rules will apply.

SECTION 7 - NEONATAL CARE LEAVE

7.1. Introduction

7.1.1 Neonatal leave is a statutory right that allows parents to take time off work to care for a newborn baby who needs extended hospital care.

7.1.2 The legislation is intended to provide additional support for parents of newborns who require prolonged medical care. This policy outlines Reach South Academy Trust's approach to Neonatal Care Leave, a statutory entitlement for eligible employees whose child is admitted to neonatal care, in line with the Neonatal Care Leave Act 2023 and associated regulations.

7.2. Eligibility

7.2.1 Neonatal leave is a day one right, and an employee is eligible for Neonatal Care Leave if:

- Their baby is born on or after 6th April 2025.
- At the birth of the baby, you must be the baby's parents, intended parents (in relation to surrogacy) or partner (definition under 6.2.2) to the baby's mother, and you must have or expect to have responsibility for raising the child.
- The newborn must be admitted to neonatal care within the first 28 days of birth and must remain in neonatal care for at least seven continuous days.

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- Neonatal care leave is taken for the sole purpose of providing care for the baby.
- Neonatal care leave could include:
    - medical care received in a hospital.
    - care given to the baby after leaving hospital, under the direction of a consultant.
    - palliative or end-of-life care.
    - care or monitoring under the direction of a consultant but away from the hospital.

7.2.2 **Partner** is defined as a person who lives with the baby's mother or adopter and is in an enduring family relationship with them but is **not** a relative (parent, grandparent, grandchild, sibling, aunt, uncle, niece or nephew).

7.3. Duration of Leave

7.3.1 One week of neonatal leave for each complete week (7 consecutive days) that the baby receives neonatal care, up to a maximum of 12 weeks The first period of seven days commences the following day after the baby first receives neonatal care.

7.3.2 Leave must be taken within the first **68 weeks** of the baby's birth (or placement in the case of adoption). As many people will already be on some form of family leave while their baby is in neonatal care, neonatal leave can be taken after neonatal care has ended and at the end of maternity/shared parental or adoption leave. However, there will be instances where individuals will take neonatal leave while their baby is still receiving neonatal care, for example partners whose paternity leave entitlement has run out while their baby is still receiving care.

7.3.3 There are two categories of neonatal leave, depending on when the leave is taken, and these are referred to as Tier 1 or Tier 2 periods.

- **Tier 1 period leave** applies to leave taken while the baby is still receiving care and up to one week post discharge from the neonatal ward. Tier 1 leave can be taken in non-continuous blocks of a minimum of one week at a time. The Tier 1 period leave ends on the 7th day after the day the baby stops receiving neonatal care.
- **Tier 2 period leave** applies to all other leave and must be taken in one continuous block.

7.4. Notification Requirements

7.4.1 The required length of notice differs depending on when the leave is taken.

7.4.2 For each week of **Tier 1 period leave** (leave to be taken while the baby is still receiving care), written notice must be given before the employee is due to start work on their first day of absence in that week, unless it is not realistic, in which case the employee must give as much notice as soon as it is reasonably practicable.

7.4.3 For a single week of **Tier 2 period leave**, written notice must be given no later than 15 days before the first day the of the Neonatal Care Leave to which the notice relates.

7.4.4 For two or more consecutive weeks of **Tier 2 Leave**, written notice must be given no later than 28 days before the first day of the neonatal care leave to which the notice relates.

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7.4.5 The notification (see Appendix 7) must include:

- The child's date of birth.
- The date the child was admitted to neonatal care.
- The intended start and end dates of the leave.
- Confirmation of their eligibility to take the leave due to employee's relationship with the baby.

7.4.6 Reach South Academy Trust may request supporting documentation, such as the child's birth certificate and confirmation of neonatal care admission/discharge.

7.4.7 If notice has been issued before the baby has stopped receiving neonatal care, the employee must inform their employer of the date that neonatal care ends, as soon as is reasonably practicable after that date.

7.5. Pay During Neonatal Care Leave

7.5.1 Eligible employees are entitled to Occupational Neonatal Care Pay (ONCP) during their Neonatal Care Leave, subject to meeting the relevant qualifying conditions. ONCP will be paid at full contractual pay for up to a maximum of 12 weeks, depending on eligibility criteria for the Neonatal Care Leave. Reach South Academy Trust's Payroll Department will be responsible for calculating and administering ONCP.

7.6. Terms and Conditions During Leave

7.6.1 During Neonatal Care Leave, employees' terms and conditions of employment, other than those relating to pay, will continue as normal.

7.7. Contact During Leave

7.7.1 Reach South Academy Trust will maintain reasonable contact with employees during their Neonatal Care Leave period(s), to discuss their return to work and/or any relevant updates. The nature and frequency of this contact will be agreed upon between the employee and their line manager.

7.8. Confidentiality

7.8.1 All information relating to an employee's Neonatal Care Leave will be treated as confidential.

SECTION 8 - PARENTAL LEAVE

8.1.1 This section sets out staff's statutory entitlement to parental leave.

8.1.2 Staff must meet certain eligibility criteria in order to take Statutory Parental Leave, as follows:

- Day one right.
- You have or expect to have parental responsibility for the child.
- The child is under 18 years of age.
- Leave is taken before the child's 18th birthday.
- Compliance with requests to produce evidence of entitlement.

8.1.3 Parental leave is unpaid, and the maximum entitlement is 18 weeks leave (pro rata for part-time staff) for each child, in total.

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8.1.4 Parental leave should be taken in blocks of a week or multiples of a week and should not be taken as "odd" days off, unless your manager agrees otherwise, or the child is disabled.

8.1.5 Staff cannot take more than four weeks during a year per child. A week is based on the member of staff's working pattern.

8.1.6 A member of staff must give at least 21 days written notice of the period during which parental leave is requested. Staff who wish to request parent leave are required to complete the Other Leave form.

8.1.7 If a father/partner wishes to take parental leave following the birth of a child (in addition to paternity leave), they are required to give at least 21 days' notice to their employer, stating the expected week of commencement of the parental leave and the duration of that leave.

8.1.8 In the case of adoption, a parent must give at least 21 days' notice stating the week in which they expect to adopt the child. The duration of the leave must also be stated.

8.1.9 Prior to approving the first request for parental leave the school will need to see the birth certificate, adoption paper or proof of disability living allowance.

8.1.10 The Line Manager is able to require a staff member to postpone their parental leave for up to six months, where the school cannot accommodate this request. Notice of postponement will be given no more than seven days after the request and will state the reasons for postponing the parental leave and when it can be taken. The leave must be granted for the same period as the original request and will begin on a date determined by the Line Manager, after consultation with the member of staff and be not more than six months after the date originally requested.

8.1.11 Parental leave cannot be postponed when the member of staff gives notice of parental leave to be taken immediately after the birth of their child or at the time of adoption.

8.1.12 The school will accurately record when a staff member takes Parental Leave as new employers may seek a declaration of how much Parental Leave has been taken.

SECTION 9 - PARENTAL BEREAVEMENT LEAVE

9.1 Introduction

9.1.1 We recognise that, while dealing with any bereavement is difficult, the death of a child is among the most devastating events that a member of staff can ever face. This section sets out our commitment to supporting bereaved parents through their grief by ensuring they can take parental bereavement leave. Further advice and support can be obtained from the People Team.

9.1.2 The policy applies to employees who suffer the loss of a child under the age of 18 on or after 6 April 2020. This includes parents who suffer a stillbirth after 24 weeks of pregnancy.

9.2 Who Can Take Parental Bereavement Leave

9.2.1 Whatever your length of service, you can take this type of leave if you are the parent of the child who has passed away, or the partner of the child's parent. In general, you can take this type of leave if you have parental responsibility for the child. This includes adoptive parents.

9.2.2 If you have suffered a bereavement however are unsure if you are entitled to parental bereavement leave, please contact the People Team for clarification.

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9.3 Notice to Take Parental Bereavement Leave

9.3.1 If you need to take parental bereavement leave within the first 56 days after your bereavement, you can take the leave straight away. You do not have to provide any notice. Please let your line manager know no later than when you are due to start work on the first day on which you wish to take leave or, if that is not feasible, as soon as you can. You manager will notify the People Team and payroll of your leave.

9.3.2 To take leave more than 56 days after your bereavement, please give your line manager at least one week's notice.

9.4 Changing Your Mind about Taking Parental Bereavement Leave

9.4.1 You can cancel your planned leave and take it at a different time (within the 56 weeks after your bereavement). Where your planned leave was due to begin during the first 56 days after your bereavement, please let your line manager know you no longer wish to take it before your normal start time on the first day of the planned leave.

9.4.2 Where your leave was due to begin more than 56 days after your bereavement, please let your line manager know at least one week in advance that you wish to cancel it.

9.4.3 You cannot cancel any week of parental bereavement leave that has already begun.

9.5 Pay during Parental Bereavement Leave

9.5.1 We recognise the need to provide bereaved parents with as much support as possible, and we will continue to pay normal pay during your leave, regardless of your length of service.

9.6 Rights during Parental Bereavement Leave

9.6.1 During your leave, all the terms and conditions of your contract will continue. For example, holiday entitlement continues to accrue. Pension contributions will continue to be paid.

9.7 Returning to Work After Parental Bereavement Leave

9.7.1 When you return to work after some time on parental bereavement leave, you generally have the right to return to the same job.

9.7.2 However, a slightly different rule applies if you return from time on bereavement leave that follows on immediately from maternity, adoption, paternity leave or shared parental leave (taken in relation to the child who has passed away), and your total time on leave is more than 26 weeks. In these circumstances, you have the right to return to the same job, unless this is not reasonably practical - in which case you have the right to return to a suitable and appropriate job on the same terms and conditions.

9.7.3 This rule also applies if your leave includes more than four weeks of ordinary parental leave (taken in relation to any child), regardless of the total length of the leave.

9.7.4 We recognise the need to provide bereaved parents with as much support as possible, and we will continue to pay normal pay regardless of your length of service for those attending bereavement counselling.

9.8 Bereaved Partners Paternity Leave

9.8.1 Employees may be entitled to Bereaved Partner's Paternity Leave (BPPL) if the child's mother, primary adopter or intended parent dies within the first year of the child's life or adoption. This is a day one right with no minimum service requirement. Eligible employees can take up to 52 weeks' leave in line with statutory requirements. Employees should inform their line manager as soon as

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reasonably practicable so appropriate support and leave arrangements can be put in place.

9.8.2 All employees, from the first day of their employment, are entitled to take up to 52 weeks' BPPL to care for a child where:

- the child's primary carer has died on or after 6 April 2026 and within 52 weeks of the child's birth or placement for adoption, and
- the employee meets the eligibility requirements set out below.

The leave must be taken:

- as a single period of up to 52 weeks' unpaid leave,
- within 52 weeks of the child's birth or placement for adoption,
- If the bereavement occurs within 13 days before the end of the 52-week window, the employee may still take up to 14 days' BPPL.

9.8.2 To qualify, the employee must:

- be the child's father, or
- be the spouse, civil partner or partner of the child's mother, birth parent, primary adopter or intended parent at the date of death; and
- have, or expect to have, main responsibility for the upbringing of the child following the death.

9.8.3 BPPL is a statutory right to time off work. There is no statutory requirement to provide pay during BPPL. However, depending on their circumstances, employees may be eligible for paid leave under other family leave provisions, such as Ordinary Paternity Leave (OPL) and Shared Parental Leave (SPL).

9.8.4 Employees must notify their line manager of their intention to take BPPL. Requirements vary depending on when leave will start.

Where BPPL starts within 8 weeks of the bereavement:

- Notice may be given orally or in writing.
- Notice must be given before the employee is due to start work on the first day of absence.

Where BPPL starts more than 8 weeks after the bereavement date:

- Notice must be in writing (e.g. via email).
- Notice must be given at least 1 week before the first day of absence.

What the notice must include:

- the date of the primary carer's death,
- the BPPL start date, and
- the child's date of birth, date of placement for adoption, or (for overseas adoption) the date the child entered Great Britain.

Where leave begins more than 8 weeks after the bereavement, the written notice must also include:

- the intended return date (which must be no later than the day immediately following the final day of the eligibility period),
- a declaration that the purpose of the leave is to care for the child, and
- a declaration that the employee satisfies the eligibility requirements for BPPL.

*Where BPPL starts within 8 weeks of the bereavement date and the employee has not already

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provided an intended return date, the employee must confirm the length of their absence by providing further notice in writing.

This written notice must be provided:

- no later than 8 weeks after the bereavement date, and
- at least 1 week before the intended return date.

By providing this information to the line manager, employees are confirming the following:

- they meet the eligibility for BPPL, including the relationship conditions
- they will be absent from work for the purpose of caring for the child.

9.8.5 Employees may change the start date, cancel leave before it begins, or change the intended return date. The notice requirements vary depending on timing.

9.8.6 BPPL may be cancelled in writing. No notice is required where leave was due to start within eight weeks of bereavement; otherwise, one week's notice is required.

9.8.7 The employee may change the intended return date by giving written notice. The required notice period is:

- at least 1 week where the return date falls within 8 weeks of the bereavement date; or
- at least 8 weeks where the return date falls more than 8 weeks after the bereavement date.

Employees must submit any changes to the BPPL start date, return date or cancellation of leave to their line manager.

POLICY HISTORY

Policy Date	Summary of change	Contact	Implementation Date	Review Date
May/June 2021	Consultation with recognised Trade Unions	Recognised Trade Unions/HR	N/A	N/A
June 2021	New policy implemented	HR	June 2021	Sept 2024
March 2024	Legislative changes to Paternity Leave from 6 April 2024 HR replaced with People Team Introduction of EveryHR platform for KIT/SPLIT payments.	People Team	April 2024	Sept 2024
April 2024	Updated Maternity Return to Work form, Adoption Leave Application and Shared Parental Leave Application in Appendix . Reference to HR and Human Resources amended to People Team.	People Team	May 2024	Sept 2025

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April 2025	Addition of DIB Statement Introduction of Neonatal Care Leave and Pay and application form.	People Team	April 2025	Sept 2027
September 2026	Reviewed in line with Employment Rights bill 2026 and inclusion of Trust Values	People Team	October 2026	September 2028

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Appendix 1 – Expectant and New Mothers Risk Assessment

Name of Employee		**Base**	
Job Title		**Age**	
Hours Worked		**Expected Date of Confinement**	

This assessment must be reviewed regularly (usually monthly) throughout pregnancy or when the nature of the work changes or there has been a further appreciation of hazards and risks. If the assessment shows a change of circumstance, a new assessment form must be completed.

The checklist on the form is not exhaustive and managers should add any other significant factors as necessary.

Where reasonably practicable, any significant work risks likely to affect the health and safety of new and expectant mothers must be either eliminated from the workplace or adequately controlled.

What is the risk?

Do You:	**Yes**	**IMPACT ✓**			**Action To Be taken**
	✓	**Low**	**Med**	**High**	
Does the role involve lifting, pushing or carrying heavy objects?					
Does the role involve standing or sitting for long periods of time?					
Does the role involve a lot of walking?					
Are you required to use stairs frequently?					
Are you required to be in busy areas at peak times?					
Does the role involve driving a vehicle for work?					
Are you required to work at height?					
Does the role involve accessing areas with limited space?					
Does the role involve significant exposure to loud noise?					
Is your role predominantly working outdoors?					
Do you anticipate any tasks become more hazardous as the body changes?					

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Do You:	Yes	IMPACT ✓			Action To Be taken
	✓	Low	Med	High	
Are you able to leave the building within the required timescales of a fire evacuation?					
Do you need any support? Do you usually have a role in fire drills?					
Does your role involve the use of chemicals / hazardous substances?					
If so, do these substances pose any risks to you whilst pregnant or breastfeeding? *See COSHH assessments / material safety data sheets or seek advice from the health and safety manager if you are unsure* *Please note if 'yes' is ticked then your Manager will discuss the need to immediately temporarily redeploy you to an area where there is no risk.*					
Do you wear protective clothing in your role?					
If so, is this likely to present a problem as pregnancy develops?					
Are you a DSE user (use a computer for an hour or more daily)?					
If yes, has your DSE workstation assessment been completed or reviewed?					
Is there adequate room for you to get into and out of the workstation?					
Will there be enough room as the pregnancy develops?					
Do you have an adjustable seat with a backrest?					
Do you require a footrest?					
Does the role involve shift work?					
Does the role generally involve working long hours?					

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Do You:	Yes	IMPACT ✓			Action To Be taken
	✓	Low	Med	High	
Are you able to adapt your hours of work if required?					
Does the role involve unpredictable working hours?					
Do you consider the work to be significantly stressful?					
Does any part of the job involve dealing with the public?					
Does the role involve dealing with emergencies?					
Does the work involve lone working?					
Are there are risks of violence generally in the workplace?					
Is there a perceived risk of violence or threat of violence/abuse within your role?					
If yes to be the above, can your role be modified?					
Do you have the appropriate means to contact colleagues in an emergency?					
Are you able to access toilet facilities easily and when needed?					
Are rest facilities adequate?					
Can you take rest breaks when needed?					
Do you have access to a quiet area where you can rest as necessary?					
Is dust or of air pollution / contamination an issue?					
Do you have the means to control the temperature within your usual work setting?					

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Breastfeeding & Nursing Mothers Only:	Details
Have use of a private comfortable room (not a toilet)	
Have somewhere to wash your hands	
Have somewhere to store expressed milk	
Take breaks at regular intervals	

Summary of additional control measures or actions to address the hazards identified above for new and expectant mothers		
Action/control measure	**Date to be carried out**	**Person responsible**

Following assessment, Manager to complete the following:	Details
Is alternative work recommended?	
Is paid leave recommended?	
Is referral to Occupational Health necessary?	

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	Initial Assessment Completed	Assessment Review Complete
Date		
Managers Name		
Manager's Signature		
Employee's Name		
Employee's Signature		

TRIMESTER REVIEW	1st Review	2nd Review	3rd Review
Date Carried Out:			
Completed By:			
Name			
Signature			

This risk assessment should be kept under regular review and revisited in the event of the employee's personal circumstances or work environment changing.

Please send completed form to people@reachsouth.org

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Appendix 2 – Maternity Leave Application Form

Please note that this form needs to be returned to School Office either on or before your qualifying week (15th week before your EWC) along with your original MATB1 certificate. (If your certificate is not available at this time please forward as soon as you receive it.)

Name		**Pay No**	
Address		**Job Title & Grade**	
		Line Manager	
		Location/School	
Home Tel No		**Work Tel No**	
Home Email		**Work Email**	

I hereby apply for Maternity Leave under my contract of employment, and confirm that my expected date of confinement is:

Employees Who Qualify to Receive Occupational Maternity Pay Only:

☐ **Option 1* 'Definitely returning to employment within Reach South**

- I wish to absent myself from duty from _____/_____/20___ for a period of 52 weeks, to return no later than _____/_____/20___
- I agree to return to work for Reach South for a minimum period of three months after expiry of this leave. I understand that if I do not return to work for the required 3 months that I will be required to repay any OMP payments made during my maternity leave.
- I accept that Reach South will assume I am taking my full entitlement to 52 weeks leave (39 weeks paid and 13 weeks unpaid).
- I understand that if I wish to return before the date above I must write to Reach South and give 8 weeks' notice.

☐ **Option 2* - 'In doubt"**

- I wish to absent myself from duty from ____/____/20___, but I am in doubt about my precise intentions and would therefore like to hold open the opportunity to return to work following confinement. I therefore agree to receive SMP only. However, if I should return to work for the required three-month period, I will be entitled to the balance of maternity pay due. I accept that Reach South will assume I am taking my full entitlement to 52 weeks leave (39 weeks paid and 13 weeks unpaid). I understand that if I wish to return before this time I must write to Reach South and give 8 weeks' notice. If I do not intend on returning to work I will tender my resignation in line with my contract of employment.

Employees Who Do Not Qualify for Occupational Maternity Pay:

☐ **Option 3 – Employees who qualify for statutory maternity pay but not occupational pay:**

- I wish to absent myself from duty from _____/_____/20___ for a period of 52 weeks, to return no later than _____/_____/20___
- I accept that Reach South will assume I am taking my full entitlement to 52 weeks leave.
- I understand that if I wish to return before the date above I must write to Reach South and give 8 weeks' notice.
- If I do not intend on returning to work I will tender my resignation in line with my contract of employment.

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☐ **Option 4 – Employees with less than 26 weeks' service:**

- I wish to absent myself from duty from _____/_____/20___ for a period of 52 weeks, to return no later than _____/_____/20___
- I accept that Reach South will assume I am taking my full entitlement to 52 weeks leave.
- I understand that if I wish to return before the date above I must write to Reach South and give 8 weeks' notice.
- I accept that I am not entitled to either SMP or OMP and may receive Maternity Allowance directly from Job Centre Plus. Payroll will send me a SMP1 form, which I will be required to send to Job Centre Plus along with the original of my MATB1, which they will return to me. They will inform me if I am entitled to receive Maternity Allowance.
- If I do not intend on returning to work I will tender my resignation in line with my contract of employment.

Please Note: The Congenital Disabilities (Civil Liability) Act 1976 bestows a right of action to sue for damages upon an informant who has suffered damage before birth. Pregnant women are strongly advised to consult their GP to ensure that they are capable to continuing their duties at work without harming the baby, particularly if the duties involve driving or handling dangerous substances. If the GP is concerned about continuance of some or all of the duties Reach South must be informed in writing. In this respect, if Reach South is not aware of the situation and circumstances then liability for damage to the unborn child may be limited.

	Employee	**Manager**
Signed		
Name		
Date		

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Appendix 3 – Maternity Leave Return to Work Form

A return-to-work form must be undertaken for all employees returning from maternity leave.

SECTION 1: EMPLOYEE DETAILS			
SURNAME:		**FIRST NAME(S):**	
PAYROLL NO:		**TITLE:**	
LOCATION/SCHOOL:		**JOB TITLE:**	
SECTION 2: RETURN TO WORK DETAILS			
DATE OF REVIEW:		**DATE OF RETURN:**	
Were the notification and contact requirements complied with?	**YES**	☐	**NO** ☐
Is a return-to-work risk assessment required?	**YES**	☐	**NO** ☐
SECTION 3: SUMMARY OF DISCUSSION			
SECTION 4: EMPLOYEE SIGNATURE (This is to confirm the above is correct)			
Signature:		**Date:**	
SECTION 5: HEADTEACHER/DIRECTOR SIGNATURE (This is to confirm the above is correct)			
Name:			
Signature:		**Date:**	

PAYROLL OFFICE USE: Term time support staff only holiday calculation			
Amount Owed:			
APPROVAL: Headteacher/Director [Name]:			
Signature:		**Date:**	
APPROVAL: Executive Business Manager/Finance [Name]:			
Signature:		**Date:**	

A completed and signed copy of this form must be sent to people@reachsouth.org

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Appendix 4 - Adoption Leave Request Form

In order for us to process your intention to take adoption leave, we require the information requested on this form.

Please complete it giving as much detail as possible to enable our smooth processing of your request.

You are required to provide the "matching certificate" from the adoption agency with this form.

Please note that this form needs to be returned to the School Office within seven days of being notified by the adoption agency that you have been matched with a child unless this is not reasonably practicable.

Name		**Payroll No**	
Address		**Job Title & Grade**	
		Line Manager	
		Location/School	
Home Tel No		**Work Tel No**	
Home Email		**Work Email**	

The Trust will assume that you will take the full 52 weeks to which you are entitled unless informed otherwise. Please detail the dates below.

If your anticipated return to work date should change, you must inform your manager in writing at least 8 weeks in advance of the change. Your line manager will need to inform the People Team.

Employees Who Qualify to Receive Occupational Adoption Pay Only:

☐ **Option 1* 'Definitely returning to employment within Reach South**

- I wish to absent myself from duty from _____/_____/20___ for a period of 52 weeks, to return no later than _____/_____/20___
- I agree to return to work for Reach South for a minimum period of three months after expiry of this leave. I understand that if I do not return to work for the required 3 months that I will be required to repay any OAP payments made during my adoption leave.
- I accept that Reach South will assume I am taking my full entitlement to 52 weeks leave (39 weeks paid and 13 weeks unpaid).
- I understand that if I wish to return before the date above I must write to Reach South and give 8 weeks' notice.

☐ **Option 2* - 'In doubt"**

- I wish to absent myself from duty from _____/_____/20___, but I am in doubt about my precise intentions and would therefore like to hold open the opportunity to return to work following confinement. I therefore agree to receive Statutory Adoption Pay only.

  However, if I should return to work for the required three-month period, I will be entitled to the balance of adoption pay due. I accept that Reach South will assume I am taking my full entitlement to 52 weeks leave (39 weeks paid and 13 weeks unpaid). I understand that if I wish to return before this time I must write to Reach South and give 8 weeks' notice. If I do not intend on returning to work I will tender my resignation in line with my contract of employment.

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Employees Who Do Not Qualify for Occupational Adoption Pay:

☐ **Option 3 – Employees who qualify for statutory adoption pay but not occupational pay:**

- I wish to absent myself from duty from _____/_____/20___ for a period of 52 weeks, to return no later than _____/_____/20___
- I accept that Reach South will assume I am taking my full entitlement to 52 weeks leave.
- I understand that if I wish to return before the date above I must write to Reach South and give 8 weeks' notice.
- If I do not intend on returning to work I will tender my resignation in line with my contract of employment.

☐ **Option 4 – Employees with less than 26 weeks' service:**

- I wish to absent myself from duty from _____/_____/20___ for a period of 52 weeks, to return no later than _____/_____/20___
- I accept that Reach South will assume I am taking my full entitlement to 52 weeks leave.
- I understand that if I wish to return before the date above I must write to Reach South and give 8 weeks' notice.
- I accept that I am not entitled to either SAP or Occupational Adoption Pay and may receive Adoption Allowance directly from Job Centre Plus. Payroll will send me a SAP1 form, which I will be required to send to Job Centre Plus along with the original 'matching certificate', which they will return to me. They will inform me if I am entitled to receive Adoption Allowance.
- If I do not intend on returning to work I will tender my resignation in line with my contract of employment.

	Employee	**Manager**
Signed		
Name		
Date		

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Appendix 5 – Paternity Leave Application Form

Please note that this form needs to be returned to School Officer Manager or your line manager for central services staff either on or before the 15th week before baby's due date (plus a copy of the MATB1 form). A copy of this form once approved will need to be sent to payroll for processing – payroll@reachsouth.org

Notice of Intention to Take Paternity Leave Form			
Name			
Job Title		**Pay Band / Salary**	
Academy/Department		**Work base**	
Line Manager			

Date of Initial Notification	
Date of Change Notification ***(if applicable)***	

What is the expected date of birth of the child? OR	
What is the expected date of placement of the child?	
When do you want to take your paternity leave?	
Duration of Paternity Leave: ***(please indicate)***	One Week / Two Weeks
Start date(s) of paternity leave: ***(if known)***	
End date(s) of paternity leave: ***(if known)***	

By authorising and submitting this Notice of Intention to Take Paternity, I confirm that:

- I have, or expect to have, responsibility for the child's upbringing **AND**
- I am taking time off work to support the mother/adopter or to care for the child **AND**
- I am the biological father of the child or the mother's/adopter's spouse, partner or civil partner **AND**
- I have 26 weeks continuous service with Reach South Academy Trust ending with the 15th week before the week the baby is due or the week the adopted child is due to be placed

Further information and advice is available from the People Team.

Please ensure you also attach a copy of your original MAT B1 certificate. Alternatively, you can complete Statutory Paternity Pay and Leave Form SC3: https://www.gov.uk/government/publications/ordinary-statutory-paternity-pay-and-leave-becoming-

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a-birth-parent-sc3.

Authorisation	
Employee Name	
Employee Signature	
Date	
Line Manager Name	
Line Manager Signature	
Date	

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Appendix 6 – Shared Parental Leave Forms

Forms below that need to be completed if…			
	both parents want to take SPL	**just the 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
- If the birth parent is getting Maternity Allowance (MA), they need to notify Jobcentre Plus to curtail this entitlement.

Abbreviations used in these forms:

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

Completed and signed forms to be returned to People@reachsouth.org

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FORM 1: Curtailment of maternity leave and pay (for birth parent's employer – must be completed by birth parent/ mother)

SECTION A: General (must be completed)	
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 my maternity leave will end on the date given in Section B and 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. I agree to return to work for Reach South for a minimum period of three months after expiry of this leave. I understand that if I do not return to work for the required 3 months that I will be required to repay any 'occupational' maternity or shared parental leave payments made during my maternity leave.	
Birth parent/ mother's last name	
Birth parent/ mother's first name(s)	
Expected date of child's birth	
Actual date of child's birth (if born)	
SECTION B: Curtailing maternity leave (must be completed)	
Start date of statutory maternity leave	
End date of statutory maternity leave	
Total number of weeks of statutory maternity leave taken by the date statutory maternity leave ends	
SECTION C: Curtailing statutory maternity pay (SMP) (only if claiming ShPP)	
Start date of SMP	
End date of SMP	
Total number of weeks of SMP paid by date SMP ends	
SECTION D: Signature (must be completed)	
Signature of birth parent/ mother	
Date signed	

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FORM 2: Notification that birth parent or mother is intending to take SPL (for their employer)

SECTION A: General (must be completed)	
Please accept this as notification that I (the birth parent/mother) am entitled to and intend to take SPL (and ShPP if section C is completed).	
Birth parent/mother's last name	
Birth parent/mother's first name(s)	
Partner's last name	
Partner's first name(s)	
Partner's address	
Partner's National Insurance number (put 'none' if no number is held)	
Expected date of child's birth	
Actual date of child's birth (if child not yet born, provide this as soon as possible after the birth and before taking SPL)	
SECTION B: Maternity entitlement details (all answers that apply must be completed)	
Start date of statutory maternity leave	
End date of statutory maternity leave	
Total number of weeks of statutory maternity leave that will have been taken at the date statutory maternity leave ends	
Start date of SMP or MA	
End date of SMP or MA	
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)	
SECTION C: Amount of SPL available (must be completed)	
Total number of weeks of SPL created (52 weeks less total number of maternity weeks taken and any SPL from a previous notice and revocation)	
Total number of weeks of SPL I (the birth parent/mother) intend to take	
Total number of weeks of SPL my partner intends to take	
SECTION D: Birth parent/mother's leave plans (must be completed but is not binding)	
I (the birth parent/ mother) currently expect to take SPL as follows: [Note: It can help to answer this as 'from…to…']	

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

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Total number of weeks of ShPP created (39 weeks less total number of SMP taken and any ShPP paid from a previous notice and revocation)	
Total number of weeks of ShPP I (the birth parent/mother) intend to take	
Total number of weeks of ShPP my partner intends to take	
I (the birth parent/mother) currently expect to take ShPP as follows: [Note: It can help to answer this as 'from…to…']	

SECTION F:
Birth parent/ mother's declaration (must be completed)

The following points apply in all circumstances where a mother is entitled to maternity leave:

- I am giving notice that I am entitled to and intend to take SPL
- I have, or will have, been continuously employed for 26 weeks at the end of the 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 birth parent/ mother	
Date signed	

SECTION G:
Partner's declaration (must be completed)

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• I am the father of the child, or at the date of the birth I was (or will be) the mother's spouse, the mother's civil partner and/or the mother's partner living with her and the child in an enduring relationship • 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) • 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 intends to take, as set out in Section D above. • I consent to the mother's employer processing the information I have provided • I consent to the amount of ShPP which the mother intends to take, as set out in Section E above. • The information provided in this declaration is accurate	
Signature of partner	
Date signed	

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FORM 3: Notice confirming that partner is taking SPL, but birth parent/mother is not (for birth parent/mother's employer)

SECTION A: General (must be completed)	
Please accept this as notification that I (the birth parent/ mother) do not intend to take SPL (or ShPP where relevant) but that my partner will be.	
Birth parent/ mother's last name	
Birth parent/ mother's first name(s)	
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 (must be completed)	
Signature of birth parent/ mother	
Date signed	

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FORM 4: Notification that partner is intending to take SPL (for partner's employer)

SECTION A: General (must be completed)	
Please accept this as notification that I (the partner) am entitled to and intend to take SPL (and ShPP if section C is completed).	
Partner's last name	
Partner's first name(s)	
Birth parent/ mother's surname	
Birth parent/ mother's first name(s)	
Birth parent/ mother's address	
Birth parent/ mother's National Insurance number (put 'none' if no number is held)	
Expected date of child's birth	
Actual date of child's birth (if child not yet born I will provide this information as soon as reasonably practicable following birth and before I take any SPL)	
SECTION B: Maternity entitlement details (all answers that apply must be completed)	
Start date of birth parent/ mother's maternity leave (if applicable)	
End date of birth parent/ mother's maternity leave (if applicable)	
Total number of weeks of maternity leave taken (or that will be taken) when maternity leave ends	
Start date of SMP or MA (if applicable)	
End date of SMP or MA (if applicable)	
Total number of weeks SMP or MA has been paid or will have been paid at date of curtailment	
Total number of weeks SMP or MA will be reduced by (39 weeks less total number of weeks SMP or MA has been paid or will have been paid at date of curtailment)	

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SECTION C: **Amount of SPL available (must be completed)**	
The total number of weeks of SPL created depends on the birth parent/ mother's leave and pay entitlements. • If the birth parent/ mother 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 birth parent/ mother 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 birth parent/ mother was/is not entitled to maternity leave but was entitled to SMP/MA, the total created will be 52 weeks less any weeks of SMP/MA that was paid • If the birth parent/ mother previously revoked her curtailment notice any SPL that was taken by the partner must be deducted	
Total number of weeks of SPL created (50 max)	
Total number of weeks of SPL I (the partner) intend to take	
Total number of weeks of SPL the mother intends to take (if applicable)	
SECTION D: **Partner's leave plans (must be completed but is not binding)**	
I (the partner) currently expect to take SPL as follows: [Note: It can help to answer this as 'from…to…']	
SECTION E: **Amount of ShPP available (only if claiming ShPP)**	
Total number of weeks of ShPP created (39 weeks less total number of SMP/MA taken and any ShPP paid from a previous notice and revocation)	
Total number of weeks of ShPP I (the partner) intend to take	
Total number of weeks of ShPP the birth parent/ mother intends to take	
I (the partner) currently expect to take ShPP as follows: [Note: It can help to answer this as 'from…to…']	

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SECTION F: **Partner's declaration (must be completed)**	
The following points apply in all circumstances: • I am giving notice that I am entitled to and intend to take SPL • I am the father of the child, or at the time of the birth I was (or will be) the birth parent/mother'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 birth parent/ mother who has made the declaration below) • I will give my employer a copy of my child's birth certificate or a declaration of the date and place of the birth where no certificate is available if my employer asks for this within 14 days of the date of this notice • I will give my employer the name and address of the birth parent/ mother'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 partner signed	

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SECTION G: **Birth parent/ mother's declaration (must be completed)**	
The following points apply in all circumstances: • I had (or will have) the main responsibility for the care of the child at the time of the birth (along with my partner who has made the declaration above) • I am entitled to maternity leave and/or SMP or MA in respect of the child and I have curtailed (or will curtail) my entitlement to maternity leave (or I have returned to work) and/or my entitlement to SMP or MA. • I have, or will have, been employed or self-employed in England, Scotland or Wales in 26 weeks of the 66 weeks before the expected week of childbirth • I have (or will have) earned in total at least £… 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	
Date signed	

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Appendix 7 - Application for Neonatal Care Leave **

Tier 1 period leave applies to leave taken while the baby is still receiving care and up to one week post discharge from the neonatal ward. Tier 1 leave can be taken in non-continuous blocks of a minimum of one week at a time. The Tier 1 period leave ends on the 7th day after the day the baby stops receiving neonatal care.

Tier 2 period leave applies to all other leave and must be taken in one continuous block.

Name			
Address		**Job Title**	
		Line Manager	
		Location/School	
Home Tel No		**Work Tel No**	
Home Email		**Work Email**	
Relationship to child			
Expected week of childbirth			
Child's date of birth			
Dates in which your child has been in neonatal care (please specify end date)			
Number of days your child was in neonatal care**			
Please confirm if neonatal leave is in addition to:			
☐ Maternity Leave		☐ Paternity Leave	
Signed:			
Date:			

*For each week of **Tier 1 period leave** (leave to be taken while the baby is still receiving care), written notice must be given before the employee is due to start work on their first day of absence in that week, unless it is not realistic, in which case the employee must give as much notice as soon as it is reasonably practicable.

For a single week of Tier 2 period leave, written notice must be given no later than 15 days before the first day the of the Neonatal Care Leave to which the notice relates. For two or more consecutive weeks of Tier 2 Leave, written notice must be given no later than 28 days before the first day of the neonatal care leave to which the notice relates.

**You are entitled to neonatal leave for every week (i.e. seven days) that your baby was in neonatal care prior to the Expected Week of Confinement (EWC). This is for a minimum of one week and up to a maximum of 12 weeks.

Please send the completed form to your line manager, copying in people@reachsouth.org

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Appendix 8 – Example of Maternity/Neonatal Pay Schedule

Schedule of Maternity Payments EXAMPLE

Name	Emma Smith	Employee No	12354
Location	RS Academy	Support/Teaching	Support

Weeks	Type of Leave
39	Maternity
9	Neonatal Care
13	Nil Pay
61	Total

Employment Start Date:	06/04/2025	Baby 9 weeks premature
Expected Week of Confinem	08/05/2025	Hospitalised until due date
Maternity Leave Start Date	06/04/2025	
Maternity Leave End Date	06/06/2026	
SMP End Date	04/01/2026	
Actual Annual Salary (£)	22000	
Allowances (if applicable)	0	
Total Annual Salary (£)	22000	
SMP Weekly Amount (£)	187.18	

Gross Salary Monthly Payments (£)		
Monthly	April	1265.82
	May	2109.70
	June	1687.70
	July	1561.18
	August	1392.40
	September	843.88
	October	796.30
	November	935.90
	December	748.72
	January	1874.94
	February	1687.76
	March	421.94
	April	0
	May	0
	June	15326.24

Paid Weeks Per Year	52.14
Average Weekly Earnings	421.94
100% Weekly Rate of Pay (£	421.94
90% Weekly Rate of Pay (£)	379.75
50% Weely Rate of Pay (£)	210.97

Grost Salary Payment Schedule		Entitlement				
Week No.	Week Ending	SMP (Amount)	OMP (Amount)	Total Weekly Pa	OMP (Type) %	
01	12/04/2025	379.75	42.19	421.94	100	Maternity
02	19/04/2025	379.75	42.19	421.94	100	Maternity
03	26/04/2025	379.75	42.19	421.94	100	Maternity
04	03/05/2025	379.75	42.19	421.94	100	Maternity
05	10/05/2025	379.75	42.19	421.94	90	Maternity
06	17/05/2025	379.75	42.19	421.94	90	Maternity
07	24/05/2025	379.75	42.19	421.94	50	Maternity
08	30/05/2025	379.75	42.19	421.94	50	Maternity
09	07/06/2025	379.75	42.19	421.94	50	Maternity
10	14/06/2025	379.75	42.19	421.94	50	Maternity
11	21/06/2025	379.75	42.19	421.94	50	Maternity
12	28/06/2025	379.75	42.19	421.94	50	Maternity
13	05/07/2025	379.75	42.19	421.94	50	Maternity
14	12/07/2025	187.18	192.57	379.75	50	Maternity
15	19/07/2025	187.18	192.57	379.75	50	Maternity
16	26/07/2025	187.18	192.57	379.75	50	Maternity
17	02/08/2025	187.18	192.57	379.75	50	Maternity
18	09/08/2025	187.18	192.57	379.75	50	Maternity
19	16/08/2025	187.18	23.79	210.97	0	SMP Only
20	23/08/2025	187.18	23.79	210.97	0	SMP Only
21	30/08/2025	187.18	23.79	210.97	0	SMP Only
22	06/09/2025	187.18	23.79	210.97	0	SMP Only
23	13/09/2025	187.18	23.79	210.97	0	SMP Only
24	20/09/2025	187.18	23.79	210.97	0	SMP Only
25	27/09/2025	187.18	23.79	210.97	0	SMP Only
26	04/10/2025	187.18	23.79	210.97	0	SMP Only
27	11/10/2025	187.18	23.79	210.97	0	SMP Only
28	18/10/2025	187.18	0	187.18	0	SMP Only
29	25/10/2025	187.18	0	187.18	0	SMP Only
30	01/11/2025	187.18	0	187.18	0	SMP Only
31	08/11/2025	187.18	0	187.18	0	SMP Only
32	15/11/2025	187.18	0	187.18	0	SMP Only
33	22/11/2025	187.18	0	187.18	0	SMP Only
34	29/11/2025	187.18	0	187.18	0	SMP Only
35	06/12/2025	187.18	0	187.18	0	SMP Only
36	13/12/2025	187.18	0	187.18	0	SMP Only
37	20/12/2025	187.18	0	187.18	0	SMP Only
38	27/12/2025	187.18	0	187.18	0	SMP Only
39	03/01/2026	187.18	0	187.18	0	SMP Only
40	10/01/2026	379.75	42.19	421.94	100	NeoNatal Care
41	17/01/2026	379.75	42.19	421.94	100	NeoNatal Care
42	24/01/2026	379.75	42.19	421.94	100	NeoNatal Care
43	31/01/2026	379.75	42.19	421.94	100	NeoNatal Care
44	07/02/2026	379.75	42.19	421.94	100	NeoNatal Care
45	14/02/2026	379.75	42.19	421.94	100	NeoNatal Care
46	21/02/2026	379.75	42.19	421.94	100	NeoNatal Care
47	28/02/2026	379.75	42.19	421.94	100	NeoNatal Care
48	07/03/2026	379.75	42.19	421.94	100	NeoNatal Care
49	14/03/2026	0	0	0	0	Nil Pay
50	21/03/2026	0	0	0	0	Nil Pay
51	28/03/2026	0	0	0	0	Nil Pay
52	04/04/2026	0	0	0	0	Nil Pay
53	11/04/2026	0	0	0	0	Nil Pay
54	18/04/2026	0	0	0	0	Nil Pay
55	25/04/2026	0	0	0	0	Nil Pay
56	02/05/2026	0	0	0	0	Nil Pay
57	09/05/2026	0	0	0	0	Nil Pay
58	16/05/2026	0	0	0	0	Nil Pay
59	23/05/2026	0	0	0	0	Nil Pay
60	30/05/2026	0	0	0	0	Nil Pay
61	06/06/2026	0	0	0	0	Nil Pay

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