Adoption Policy

This policy has been approved and adopted by the Christus Catholic Trust across all their academies, and it will apply to all staff within the Trust.

Approved by Trust Board	October 2026
Review Date	October 2027

The schools of Christus Catholic Trust are unique and united
in partnership and service to our communities and global home.

We are:

- Uncompromising in our **ambition** to use the power of **collaboration** to ensure our pupils receive an **excellent** Catholic education.
- Have a strong culture of safeguarding in an environment where good mental health and wellbeing are nurtured.
- Have an **inclusive** approach to a high quality, **innovative**, contextualised education.
- Have high **aspirations** for all our pupils to achieve the best possible outcomes.

Policy Version Control

Date	Version	Amendments/Comments	Reviewer/s
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Adoption Policy

1. About This Policy

1.1. This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency. If you are adopting through an overseas adoption agency, see paragraph 8 below.

1.2. If you have a child placed with you under a local authority "fostering for adoption" or "concurrent planning" arrangement, or you are entering into a surrogacy arrangement under which you will be applying for a parental order, you may also be entitled to adoption leave and pay. Please speak to your line manager for further information.

1.3. Arrangements for time off to attend adoption appointments are set out at paragraph 11 below.

1.4. [In some cases, you and your partner may be eligible to opt into the Shared Parental Leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in the Shared Parental Leave (Adoption) Policy.

1.5. This policy only applies to employees. It does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment, and we may amend it at any time.

2. Definitions

Adopter: A child's adopter is either the person who has been matched with the child for adoption or, where two people have been matched jointly, the person who has elected (at the time they are notified that they have been matched) to be the child's adopter for statutory adoption leave and pay purposes.

Prospective adopter: A prospective adopter is someone who has been approved as suitable to adopt a child and has been notified of that decision.

Partner: spouse, civil partner or someone living with another person in an enduring family relationship, but not a sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Child: A child is a person who is under the age of 18 when they are placed with the adopter for adoption.

Adoption agency: An adoption agency in England and Wales is defined by reference to section 2 of the Adoption and Children Act 2002 (ACA 2002) (either a local authority or registered adoption society in England and Wales)

Matched for adoption: A person is matched with a child for adoption when:

- An adoption agency decides that they would be a suitable adoptive parent for the child either individually or jointly with another person; or
- A decision has been made to place the child with a local authority foster parent who is also an approved prospective adopter and an adoption agency has identified them as the person with whom the child is to be placed.

Notification of being matched for adoption: A person is notified of having been matched with a child:

- When an adoption agency decides that they would be a suitable adoptive parent, on the date on which they receive notification of the adoption agency's decision.
- When a local authority foster parent is identified as an adoptive parent, on the date on which they receive notification of the adoption agency's decision.

Notification of being placed for adoption: A person is notified of a child being placed for adoption where either the child is:

- Placed for adoption under the ACA 2002; or
- Placed in accordance with section 22C of the Children Act 1989 with a local authority foster parent who is also a prospective adopter.

3. Entitlement to Adoption Leave

3.1. You are entitled to adoption leave if you meet all the following conditions:

a) you are adopting a child through a UK or overseas adoption agency.

b) the adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (Expected Placement Date).

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

d) your partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

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

4. If You're Adopting a Child with Another Person

4.1. Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off and whether it is paid.

4.2. You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.

4.3. You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it. Please refer to the Ordinary Paternity Leave and Pay (Adoption) Policy.

5. If You're Adopting a Child Alone

5.1. If you are adopting a child alone, you are treated as the primary adopter.

6. If You're Adopting More Than One Child

6.1. If the adoption agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the amount of adoption leave or time off you can take.

7. Notification Requirements

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

7.2. We will then write to you within 28 days to inform you of your **Expected Return Date** assuming you take your full entitlement to adoption leave.

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

8. Overseas Adoptions

If you are adopting a child from overseas, the following will apply, in addition to the rest of this policy:

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

8.2. You must give us notice in writing of:

a) your intention to take adoption leave;

b) the date you received Official Notification; and

c) the date the child is expected to arrive in Great Britain, or if they have already entered Great Britain, the date they entered.

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

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

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

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

9. Starting Adoption Leave

9.1. OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

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

9.3. A minimum of two weeks adoption leave must be taken immediately following the placement of the child as compulsory adoption leave.

9.4. Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

10. Adoption Pay

10.1. Statutory Adoption Pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted (see paragraph 17). You are entitled to SAP if:

a) you have been continuously employed for at least 26 weeks ending with the week in which the adoption agency notified you that you had been matched with the child (Qualifying Week) and are still employed by us during that week;

b) your average weekly earnings during the eight weeks ending with the Qualifying Week (Relevant Period) are not less than the lower earnings limit set by the government; and

c) you have given us the relevant notifications under paragraph 7.

10.2. SAP is calculated as follows:

a) First six weeks: SAP is paid at the Earnings-related Rate of 90% of your average earnings over the Relevant Period.

b) Remaining 33 weeks: SAP is paid at the Prescribed Rate which is set by the government for the relevant tax year, or the Earnings-related Rate if this is lower.

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

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

a) 14 days before the Expected Placement Date; or

b) the day after your employment ends, whichever is the later.

If, at the end of the Qualifying Week, you have been continuously employed for at least 12 months then your pay will be as follows:

For support staff: 6 weeks pay at 90% of average earnings, followed by 12 weeks half pay and Prescribed Rate (or Earnings related Rate if this is lower) followed by 21 weeks (at Prescribed Rate (or Earnings related Rate if this is lower). The remaining period of AAL is unpaid.

For Teachers: 4 weeks full pay (average earnings), 2 weeks pay at 90% of average earnings, followed by 12 weeks half pay and Prescribed Rate (or Earnings related Rate if this is lower) followed by 21 weeks (at Prescribed Rate (or Earnings related Rate if this is lower). The remaining period of AAL is unpaid.

10.5. Payment of adoption pay at paragraph 10.5 is conditional upon you returning to your job for at least 13 weeks (including periods of school closure).

10.6. Where we agree, a full-time employee may return to work on a part-time basis for a period, which equates to 13 weeks full time service.

11. Time Off for an Adoption Appointment

11.1. An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.

11.2. You may take time off to attend an adoption appointment once the adoption agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

12. Amount of Time Off

12.1. If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.

12.2. An adopter who has taken paid time off work to attend up to five adoption appointments is disqualified from taking paternity leave and pay. Where you and your partner are jointly adopting a child and both adopters are potentially eligible for adoption leave and pay, the adopter that intends to take a longer period of time off work would normally be the person who takes paid time off work to attend adoption appointments. Please refer to the Ordinary Paternity Leave and Pay (Adoption) Management Guidance Notes and Employee Application Form.

12.3. If you are the secondary adopter so intend to take paternity leave and pay, you may take [unpaid OR paid] time off to attend an adoption appointment on up to two occasions only.

12.4. You must not take more than six and a half hours off for each appointment, including travel and waiting time.

13. How to Book Time Off

13.1. Please give us as much notice of the appointment as possible. You must provide your line manager with a signed statement or an email confirming:

a) the date and time of the appointment.

b) that the appointment has been arranged or requested by the adoption agency.

c) whether you are adopting a child alone or jointly with another person.

d) if you are adopting with another person, whether you are electing to take paid or unpaid time off.

13.2. If you are an agency worker, you may have to notify your agency as well. You should check with the agency.

13.3. We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances we reserve the right to refuse a request for a particular appointment, but we will not do so without good reason.

Any time off under this policy must be taken before the first child is placed with you.

14. Terms and Conditions During Adoption Leave

14.1. All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:

a) annual leave entitlement under your contract shall continue to accrue (see paragraph 15); and

b) pension benefits shall continue (see paragraph 16).

15. Annual Leave

15.1. Annual leave will accrue at the rate provided under your contract.

15.2. Our holiday year runs from 1st September to 31st August for Teachers and 1st April to 31st March for Support Staff. In many cases a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken, or cannot reasonably be taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work, or within three months of returning to work unless agreed otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at our discretion.

15.3. You should discuss your holiday plans with your line manager in good time before starting your adoption leave. All holiday dates are subject to approval by us.

16. Pensions

16.1. Members of the Teachers' Pension Scheme (TPS) and Local Government Pension Scheme (LGPS) will pay contributions based on the actual adoption pay received during the first 39 weeks of the maternity pay period.

16.2. During unpaid AAL we shall not make any payments into the pension scheme and you will no longer continue paying contributions.

If you are employed as a teacher, and are a member of the TPS, you are advised to contact Teachers Pensions to seek advice on the effect that a period of unpaid adoption leave will have as well as any options available to enhance your pension. Further details are available on www.teacherspensions.co.uk.

If you are employed as a member of support staff, and are a member of the LGPS, you may wish to pay contributions in respect of the period of unpaid adoption leave and you should contact the Pensions Scheme Administrators who will provide further details on request.

17. Disrupted Adoption

17.1. Adoption leave is disrupted if it has started but:

a) you are notified that the placement will not take place;

b) the child is returned to the adoption agency after placement; or

c) the child dies after placement.

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

18. Keeping in Touch

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

18.2. You may work (including attending training) on up to ten days (Keeping in Touch Days) during adoption leave without bringing your adoption leave to an end. This is not compulsory and must be discussed and agreed with us.

18.3. You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any adoption pay entitlement.

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

a) updating you on any changes that have occurred during your absence;

b) any training needs you might have; and

c) any changes to working arrangements.

19. Returning to Work

19.1. Once you have notified us of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

19.2. If you wish to return to work earlier than the Expected Return Date, you must give us at least [21 days OR 8 weeks*] notice in writing. If you do not give enough notice, we may postpone your return date until 21 days after you gave notice, or to the Expected Return Date if sooner.

** 21 days is the notice period required under the Green Book/Burgundy Book for maternity leave. You may wish to mirror these terms for adoption leave, or use the statutory notice period of 8 weeks*

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

a) request unpaid parental leave [in accordance with our Parental Leave Policy], giving us as much notice as possible but not less than 21 days; or

b) request paid annual leave in accordance with your contract, which will be at our discretion.

19.4. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

19.5. In any other case, late return will be treated as unauthorised absence.

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

20. Deciding Not to Return

20.1. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you must the required notice of resignation as stated in your contract of employment*.

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

20.3. This does not affect your right to receive SAP.

* For teachers, 21 days is the notice period required under the Burgundy Book for maternity leave. You may wish to mirror these terms for adoption leave or use the contractual notice for both support staff and teachers.