

Grove
Learning Trust

Shared Parental Leave Policy

Date Ratified:
Dec 2025

Version – Final 02

Vision

Together, we will create remarkable schools in which all children can thrive.

As one organisation, Grove Learning Trust, with schools that are unique and united, shares aspiration for our children, which is underpinned by a strong commitment to our values.

Trust >> Connect >> Collaborate

Our policies underpin our vision and set out clearly our expectations of each other.

About this policy

The purpose of this policy is to outline the arrangements for Shared Parental Leave and pay in relation to the birth or adoption of a child.

1. This policy does not form part of the employee's contract of employment or other contract to provide services, and the Trust may amend it at any time.

2. The Trust will apply this policy and all benefits associated with shared parental leave fairly and consistently.

Who does this policy apply to

3. This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors or volunteers.

Who is responsible for this policy

4. The Trust has overall responsibility for the effective operation of this policy. Suggestions for changes to this policy should be made to the HR Business Partner.

5. Any questions about the day-to-day application of this policy should be referred to the Head Teacher or the Human Resources Department in the first instance.

6. This policy is reviewed annually by the HR Business Partnerin consultation with the board of Grove Learning Trust.

Frequently used terms

The definitions in this paragraph apply in this policy.

Expected Week of Childbirth: The week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

Parent: One of two people who will share the main parental responsibility for the child's upbringing and who may be either the mother, the father, or the Partner if not the father.

Partner: The employee's spouse, civil partner or someone living with them in an enduring family relationship, but not the employee's sibling, child, parent, grandparent, grandchild, aunt, uncle, niece, or nephew.

Qualifying Week: the fifteenth week before the Expected Week of Childbirth.

What is Shared Parental Leave

7. Shared Parental Leave gives the employer and their Partner more flexibility in how to share the care of a child in the first year after birth or adoption, than if the employee were simply taking maternity or paternity leave. If the Partner of the employee or Parents of the child are both eligible, the employee will be able to choose how to share the parental leave and the employee can decide to be off work at the same time or at different times to the other Parent. The employee may be able to take leave in more than one block.

Entitlement to Shared Parental Leave

8. The employee is entitled to Shared Parental Leave in relation to the birth or adoption of a child if:

   (a). The employee is the child's mother, and shares the main parental responsibility for the care of the child with the child's father or with a Partner;

   (b). The employee is the child's father and shares the main responsibility for the care of the child with the child's mother; or

   (c). The employee is the Partner and shares the main parental responsibility for the care of the child with the mother, where the child's father does not share the main responsibility with the mother.

   (d). The employee is the adoptive mother, father or partner and shares the main parental responsibility for the care of the child with the adoptive mother, father or partner.

9. The following conditions must also be fulfilled:

(a). The employee must have at least twenty-six weeks continuous employment with the Trust by the end of the Qualifying Week, and still be employed by the Trust in the week before the leave is to be taken;

(b). The other Parent must have worked in an employed or self-employed capacity in at least twenty-six of the sixty-six weeks before the Expected Week of Childbirth and had average weekly earnings of at least £30.00 during thirteen of those weeks; and

(c). The employee and the other Parent must give the necessary statutory notices and declarations as summarised below, including notice to end any Maternity Leave, Statutory Maternity Pay, or Maternity Allowance period.

10. The total amount of Shared Parental Leave available is fifty-two weeks, less the weeks spent by the child's mother on maternity leave, or the weeks in which the mother has been in receipt of Statutory Maternity Pay or Maternity Allowance if she is not entitled to maternity leave.

11. If the employee is the mother, she cannot start Shared Parental Leave until after the compulsory maternity leave period, which lasts until two weeks after the birth.

12. If the employee is the child's father or the Partner, the employee should consider using two weeks' paternity leave before taking Shared Parental Leave. Once the employee starts Shared Parental Leave the employee will lose any untaken paternity leave entitlement. Shared Parental Leave entitlement is additional to the employee's paternity leave entitlement.

Opting in to Shared Parental Leave and pay

An employee considering taking SPL is encouraged to discuss the entitlement with their manager.

Not less than eight weeks before the date that the employee intends for the Shared Parental Leave to start, the employee must give the Trust a written opt-in notice (for school based staff, formal SPL requests should be submitted during term time) giving:

(a). The employee's name and the name of the other Parent;

(b). If the employee is the child's mother, the start and end dates of the maternity leave;

(c). If the employee is the child's father or the Partner, the start and end dates of the maternity leave, or if she is not entitled to maternity leave, the start and end dates of any Statutory Maternity Pay or Maternity Allowance period;

(d). The total Shared Parental Leave available, which is fifty-two weeks minus the number of weeks' maternity leave, Statutory Maternity Pay or Maternity Allowance period taken, or to be taken;

(e). The number of weeks of the available Shared Parental Leave that will be allocated to the employee and the amount to the other Parent. The employee can change the allocation by giving the Trust further written notice, the employee does not have to use the full allocation;

(f). If the employee is claiming Statutory Shared Parental Pay, the total Statutory Shared Parental Pay available, which is thirty-nine weeks minus the number

of weeks of the Statutory Maternity Pay or Maternity Allowance period taken or to be taken;

(g). The number of weeks of available Statutory Shared Parental Pay that will be allocated to the employee and the amount to the other Parent. The employee can change the allocation by giving the Trust further written notice, the employee does not have to use the full allocation;

(h). An indication of the pattern of leave that the employee is proposing, including the suggested start and end dates for each period of leave. This indication will not be binding at this stage, but the employee should give as much information as possible about their future intentions; and

(i). A written declaration by the employee and the other Parent that both meet the statutory conditions that allow the employee and other Parent to take Shared Parental Leave and Statutory Shared Parental Pay.

Ending your maternity leave

13. If the employee is the child's mother and wishes to opt into the Shared Parental Leave scheme. Before the employee can take Shared Parental Leave the employee must give the Trust at least eight weeks' written notice to end the period of maternity leave *(a curtailment notice)*. The employee can give notice before or after the birth, but maternity leave cannot end until at least two weeks after birth.

14. The employee must also give, at the same time as the curtailment notice, a notice to opt into the Shared Parental Leave scheme or a written declaration that the other Parent has given their employer an opt-in notice and that the employee has given the necessary declarations in that notice.

15. The other Parent may be eligible to take Shared Parental Leave from their employer before the period of maternity leave ends, provided the employee has given the curtailment notice.

16. The curtailment notice is binding and cannot usually be revoked. The employee can only revoke a curtailment notice if the maternity leave has not yet ended and one of the following applies:

    (a). The employee realises that neither the employee nor the other Parent are in fact eligible for Shared Parental Leave or Statutory Shared Parental Pay, in which case the employee can revoke the curtailment notice in writing up to eight weeks after it was made;

(b). If the employee gave the curtailment notice before giving birth, the employee can revoke it in writing up to six weeks after birth; or

(c). If the other Parent has died.

17. Once the employee has revoked a curtailment notice the employee will be unable to opt back into the Shared Parental Leave scheme, unless paragraph 16(b) applies.

Ending your Partner's maternity leave or pay

18. If the employee is not the mother, but the employee is still on maternity leave or claiming Statutory Maternity Pay or Maternity Allowance, the employee will only be able to take Shared Parental Leave once she has either:

(a). Returned to work;

(b). Given the Trust a curtailment notice to end the maternity leave;

(c). Given the Trust a curtailment notices to end her Statutory Maternity Pay *(if she is entitled to Statutory Maternity Pay but not maternity leave);* or

(d). Given the Department of Work and Pensions a curtailment notice to end her Maternity Allowance *(if she is not entitled to maternity leave or Statutory Maternity Pay)*.

Evidence of entitlement

The employee must also provide on request:

(a). A copy of the birth certificate, or if the employee has not yet obtained a birth certificate, a signed declaration of the child's date and place of birth; and

(b). The name and address of the other Parent's employer, or a declaration that the other Parent has no employment.

Booking your Shared Parental Leave dates

19. Having opted into the Shared Parental Leave system, the employee must book the leave by giving the Trust a period of leave notice. This may be provided at the same time as the opt-in notice or later, providing it is at least eight weeks before the start of Shared Parental Leave.

20. The period of leave notice can either offer the dates that the employee wants to take leave or, if the child has not been born, the notice can state the number of days after birth that the employee wants the leave to start and then end.
    This may be particularly useful if the employee intends to take paternity leave starting on the date of birth and wish to take Shared Parental Leave straight afterwards.

21. Shared Parental Leave must be taken in blocks of at least one week.

22. If Shared Parental Leave notice gives a single continuous block of Shared Parental Leave the employee will be entitled to take the leave set out in the notice.

23. If the period of leave notice requests Shared Parental Leave with periods of work in between, the Trust will consider the request as set out in paragraph 25.

24. An employee can give up to three period of leave notices. This may enable the employee to take up to three separate blocks of Shared Parental Leave, although if the employee gives a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice. In exceptional circumstances the Trust may allow the employee to give more than three period of leave notices but there is no obligation for the Trust to do so.

Procedure for requesting Shared Parental Leave

25. In general, a period of leave notice should set out a single continuous block of leave. The Trust may be willing to consider a period of leave notice where the Shared Parental Leave is split into shorter periods with periods of work in-between. The employee should discuss this in advance with the Head Teacher or the Human Resources Department in good time before formally submitting the period of leave notice. This will give the Trust time to consider the request and potentially agree a pattern of leave with the employee from the outset.

26. The manager may want to consider the following when making a decision: any potential mitigation for impact that may be caused, any important events that would fall within the leave period, potential changes to leave dates to reduce impact on the school if they employee was agreeable and any significant staffing challenges within this time.

27. If the employee wishes to request split periods of Shared Parental Leave, the employee must set out the requested pattern in the period of leave notice. The Trust will either agree to the request or start a two-week discussion period. The Trust will then confirm any agreed arrangements in writing. If the Trust and the employee have not reached agreement, the employee will be entitled to take

the full amount of requested Shared Parental Leave as one continuous block, starting on the date given in the notice. For example, if the employee requests separate periods of four weeks each, they will be combined into one twelve-week period of leave. Alternatively, the employee may:

(a). Choose a new start date which must be at least eight weeks after the date the employee submitted the notice requesting the Shared Parental Leave period(s) of leave, informing the Trust within five days of the end of the two-week discussion period; or

(b). Withdraw the notice and inform the Trust within two days of the end of the two-week discussion period. In which case it will not be counted as a period of leave notice, and the employee may submit a new request.

Changing the dates or cancelling your Shared Parental Leave

28. The employee can cancel a period of leave by notifying the Trust in writing at least eight weeks before the start date in leave notice.

29. The employee can change the start date for a period of leave by notifying the Trust in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

30. The employee can change the end date for a period of leave by notifying the Trust in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

31. The employee can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or

end date of a period of leave, see paragraph and above which set out how much notice is required.

32. The employee can request that a continuous period of leave be Shared Parental Leave into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph and above which set out how much notice is required for the request. The Trust do not have to grant your request but will consider it as set out in paragraph .

33. A notice to change or cancel a period of leave will count as one of the employees Human Resources periods of leave notices, unless:

    (a). It is a result of the child being born earlier or later than the Expected Week of Childbirth;

    (b). The employee is cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph .

    (c). It is at the request of the Trust; or

    (d). The Trust agree otherwise.

Premature birth

34. Where the child is born early *(before the beginning of the Expected Week of Childbirth),* the employee may be able to start Shared Parental Leave in the eight weeks following the birth even though the employee cannot give eight weeks' notice. The following rules apply:

(a). If the employee has given a period of leave notice to start Shared Parental Leave on a set date in the eight weeks following the Expected Week of Childbirth, but the child is born early, the employee can move the Shared Parental Leave start date forward by the same number of days, provided that the employee notifies the Trust in writing of the change as soon as possible. If the period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is required.

(b). If the child is born more than eight weeks early and the employee wants to take Shared Parental Leave in the eight weeks following birth, the employee should submit an opt-in notice and a period of leave notice as soon as possible.

Shared Parental pay

35. The employee may be able to claim Statutory Shared Parental Pay of up to thirty-nine weeks *(less any weeks of Statutory Maternity Pay or Maternity Allowance claimed by the employee or the Partner)* providing the employee has at least twenty-six weeks' continuous employment with the Trust at the end of the Qualifying Week and the employee's average earnings are not less than the lower earnings limit set by the Government each tax year. Statutory Shared Parental Pay is paid by the Trust at a rate set by the Government each year.

36. The employee should tell the Trust in the period of leave notice whether the employee intend to claim Statutory Shared Parental Pay during the period of leave *(and if applicable, for what period)*. If this is not included in the period of leave notice the employee is permitted to tell the Trust in writing, at least eight weeks before the employee wishes for the Statutory Shared Parental Pay to start.

Other terms during Shared Parental Leave

37. The terms and conditions of employment remain in force during Shared Parental Leave, except for the terms relating to pay.

38. Annual leave entitlement will continue to accrue at the rate provided under the employee's contract of employment. If the employee's Shared Parental Leave will continue into the next period of annual leave, any entitlement that cannot reasonably be taken before starting can be carried over and must be taken immediately before returning to work or within [six] months of returning to work unless the Head Teacher agrees otherwise. The employee should endeavour to limit the period to one week's annual leave or less. entitlement of more than one week is at the Head Teacher's discretion. The employee should discuss annual

leave arrangements with the Head Teacher in advance and before starting Shared Parental Leave. All annual leave dates are subject to approval by the Head Teacher.

39. If the employee is a member of the pension scheme, the Trust will make the employer's pension contributions during any period of paid Shared Parental Leave, based on the employee's normal salary, in accordance with the pension scheme rules. Any employee contributions the employee makes will be based on the amount of any Shared Parental Pay that the employee is receiving unless the employee informs the Human Resources Department or the Pensions Administrator that they wish to adjust the contribution to account for any shortfall.

Redundancies during Shared Parental Leave

40. If the employee's post is affected by a redundancy situation occurring during the period of Shared Parental Leave, the Trust shall write to inform the employee of any proposals and shall invite the employee to a meeting before any final decision is reached as to redundancies. Employees on maternity, adoption or Shared Parental Leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

41. The protections will begin at the start of the period of shared parental leave. If the period of shared parental leave is less than six weeks, the protection will end at the time the shared parental leave ends. If more than six weeks continuous shared parental leave is taken then the protection will end 18 months after the child's date of birth (inclusive of any time spent on statutory leave) or 18 months after the date the child was placed with the employee for adoption, where the entitlement to shared parental leave arises from adoption.

42. If the employee has also taken maternity or adoption leave, the periods of protection are set out in the relevant policies.

Keeping in touch

43. The trust may make reasonable contact with the employee from time to time during the period of Shared Parental Leave although the Trust will keep this to a minimum. This may include contacting the employee to discuss arrangements for the employee's return to work.

44. The employee may ask or be asked to work *(including attending training)* on up to twenty 'keeping-in-touch' days during the period of Shared Parental Leave without bringing the Shared Parental Leave to an end. This is in addition to any 'keeping-in-touch' days that the employee may have taken during her maternity leave. 'Keeping-in-touch' days are not compulsory and must be discussed and agreed with the Head Teacher or the Human Resources Department.

45. The employee will be paid their normal basic rate of pay for time spent working on a 'keeping-in-touch day' and this will be inclusive of any Shared Parental Pay entitlement. Alternatively, the employee may agree with the Head Teacher or the Human Resources Department to receive the equivalent paid time off in lieu.

Returning to work

46. If the employee wishes to end a period of Shared Parental Leave early, the employee must give the Trust eight weeks' written notice of the new return date. If the employee has already given the Trust or the Human Resources Department notice the employee will not be able to end the period of Shared Parental Leave early without the agreement of the Trust.

47. Where the employee wishes to extend the period of Shared Parental Leave, on the basis that the employee still has unused Shared Parental Leave entitlement

remaining, the employee must give the Trust written notice at least eight weeks before the date the employee was due to return to work.

48. If the employee has already given the Trust three period of leave notices the employee will not be able to extend the period of Shared Parental Leave without the agreement of the Trust. The employee may instead be able to request annual leave or ordinary Parental leave *(see our Parental Leave Policy),* subject to the needs of the business.

49. The employee is normally entitled to return to work in the position that the employee held before starting Shared Parental Leave, and on the same terms of employment. However, if it is not reasonably practicable for the Trust to allow the employee to return into the same position, the Trust may offer another suitable and appropriate position on terms and conditions that are not less favourable, but only in the following circumstances:

    (a). Where the employee's Shared Parental Leave and any maternity or paternity leave that the employee has taken adds up to more than twenty-six weeks in total, whether or not taken consecutively; or

    (b). If the employee took Shared Parental Leave consecutively with more than four weeks of ordinary Parental leave.

50. If the employee wishes to change hours or other working arrangements on return from Shared Parental Leave the employee should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

51. If the employee decides that they do not wish to return to work the employee should give notice of resignation in accordance with the contract of employment. This will have an impact on your entitlement to Trust Contractual Shared Parental Pay *(paragraph 39)*.

Version Control

Version	**Date**	**Status**	**Author (AU) / Approver (AP)**
Final	Dec 2024	Completion of first draft	PHP (AU)
Review	November 2025		CS (AU) AW (AP)