Pathway Trust

# Maternity, Paternity, Adoption, Parental and Shared Parental Leave Policy

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| Policy effective from | 2 October 2026 |
| Policy owner | Director of People |
| Policy applies to | Berrow Church Primary School<br>Burnham-on-Sea Infant School<br>Castle Batch Primary School<br>Charfield Primary School<br>Cherry Garden Primary School<br>Downend School<br>East Huntspill Primary School<br>Lyde Green Primary School<br>Mangotsfield School<br>Marlwood School<br>Pawlett Primary School<br>Priory Community School<br>Severn Beach Primary School<br>St Andrew's Church Junior School<br>St Anne's Church Primary School<br>The Castle School<br>The King Alfred School<br>Tortworth Primary School<br>West Huntspill Primary School<br>Worle Community School<br>Pathway Partnership Teams |
| Policy changes since last version | New policy |

## Section A: General introduction

### 1. Introduction

1.1 This policy sets out statutory and contractual rights in relation to maternity, paternity, adoption, parental leave, and shared parental leave for employees at Pathway Trust. It covers rights and responsibilities, arrangements for leave and pay, and provisions for return to work. This policy reflects our commitment to providing equality of opportunity in employment and to developing work practices and policies that support work-life balance. No-one will be discriminated against, be subject to detriment, or lose career development opportunities by taking leave under this policy.

### 2. Scope of the policy

2.1 This policy applies to all employees of the trust. The policy does not apply to agency workers, consultants, or the self-employed.

### 3. Monitoring and review of the policy

3.1 This policy is reviewed and amended annually by the trust in consultation with the recognised trade unions. We will monitor the application and outcomes of this policy to ensure it is working effectively.

### 4. Retention and data protection

- When managing an employee's leave and pay under this policy, the trust processes personal data collected in accordance with its data protection policy. Data collected is held securely and accessed by, and disclosed to, individuals only for the purposes of managing the leave and pay. We will comply with the requirements of data protection legislation (including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any implementing laws, regulations, and secondary legislation, as amended or updated from time to time).
- Records will be kept in accordance with our workforce privacy notice, our retention and destruction policy and in line with the requirements of data protection legislation.

### 5. Definitions

5.1 The following definitions apply in this policy:

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| **Expected Week of Childbirth** | The week, starting on a Sunday, in which your doctor or midwife expects you (or your spouse, civil partner or partner) to give birth. |
| **Qualifying Week** | The 15th week before the Expected Week of Childbirth, or the week in which you are notified in writing by an adoption agency of having been matched with a child. |
| **Intended Start Date** | The date on which you would like to start your maternity, paternity, or adoption leave. |

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| **Expected Return Date** | The date we will expect you to return to work if you take your full entitlement to maternity leave or adoption leave. |
| **Relevant Period** | An eight-week period ending with the Qualifying Week, in birth cases, or the eight-week period ending with the week in which you or your spouse, civil partner or partner were notified of being matched with a child, in adoption cases. |
| **Ordinary Maternity Leave (OML)** | A period of 26 weeks' leave available to all employees who qualify for maternity leave. |
| **Additional Maternity Leave (AML)** | A further period of up to 26 weeks' leave immediately following OML. |
| **Partner** | Someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle, niece or nephew. |
| **Parent** | One of two people (whether of a different sex or the same sex) who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father.) |
| **Expected Placement Date** | The date on which an adoption agency expects that it will place a child into your care with a view to adoption. |
| **Ordinary Adoption Leave (OAL)** | A period of up to 26 weeks' leave available to all employees who qualify for adoption leave. |
| **Additional Adoption Leave (AAL)** | A further period of up to 26 weeks' leave immediately following OAL. |

## Section B: Maternity leave and pay

### 1. Introduction

1.1 This section outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, including setting out the arrangements for pregnancy-related sickness, health and safety, and maternity leave.

### 2. Notification

2.1 You must inform us as soon as possible that you are pregnant. This is important as there may be various health and safety considerations.

2.2 Before the end of the Qualifying Week or as soon as reasonably practical afterwards, you must tell your Headteacher/Director in writing, you must complete the Pathway Application for Maternity Leave and Pay which will confirm:

- That you are pregnant.
- The Expected Week of Childbirth.
- The date on which you would like to start your maternity leave (Intended Start Date).

2.3 You must also provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth (this is not available before the 20th week of pregnancy and is usually provided around the 26th week of pregnancy).

### 3. Time off for antenatal care

3.1 If you are pregnant, you may take reasonable paid time off during working hours for antenatal care. This may include any relaxation or parenting classes that your doctor, midwife, or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment and, wherever possible, try to arrange them near to the start or end of the working day. You must complete the Pathway Leave of Absence Request form and ensure that it confirms:

- That you wish to take time off to attend an ante-natal appointment
- The date and time of the appointment (you may be asked to provide proof of your further antenatal appointments, such as an appointment care or equivalent document confirming the booking).

### 4. Sickness

4.1 Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence.

4.2 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

4.3 If you are absent due to sickness for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically (see paragraph 9, Starting maternity leave).

## 5. Health and safety

5.1 We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to identify and assess the workplace risks to women who are pregnant (once you have notified us of your pregnancy), have given birth within the last six months, or are still breastfeeding.

5.2 We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal duties, we will take reasonable steps necessary (for as long as necessary) to avoid those risks which could affect the health and safety of you or your baby. This may involve:

- Changing your working conditions or hours of work.
- Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable.
- Suspending you from duties, which will be on full pay, unless you have unreasonably refused suitable alternative work.

## 6. Entitlement to maternity leave

6.1 All employees, regardless of hours worked or length of service, are entitled to up to 52 weeks' maternity leave which is divided into:

- Ordinary Maternity Leave of 26 weeks (OML).
- Additional Maternity Leave of a further 26 weeks immediately following OML (AML).

provided that you comply with the notification requirements set out in paragraph 2.

## 7. Neonatal care

7.1 If your child receives neonatal care that starts within 28 days of birth and lasts for a minimum of seven consecutive days, you may also be entitled to neonatal care leave and pay which can be taken after your maternity leave. For further information, please refer to our neonatal care leave policy.

## 8. Stillbirth and neonatal loss

8.1 You are entitled to maternity leave and if eligible, pay, in accordance with this policy if your child is stillborn after 24 weeks of pregnancy or born alive at any stage of pregnancy but does not survive (neonatal loss). In the case of you having a miscarriage prior to 24 weeks of pregnancy, we will consider the circumstances on a compassionate basis and where possible grant special leave or suggest sick leave as appropriate.

## 9. Starting maternity leave

9.1 The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date). Maternity leave can commence on any day of the week.

9.2 You must notify your Headteacher/Director in writing of your Intended Start Date before the end of the Qualifying Week (in accordance with paragraph 2.2). We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).

9.3 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date or, if that is not possible, as soon as reasonably practicable.

9.4 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable.

9.5 Maternity leave shall start on the earlier of:

- Your Intended Start Date (if notified to us in accordance with this policy).
- The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth.
- The day after you give birth.

9.6 If you give birth before your maternity leave is due to start, you must let your Headteacher/Director know the date of the birth in writing as soon as possible.

9.7 The law prohibits you from working during the two weeks following childbirth.

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

**10. Statutory maternity pay**

10.1 Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 16). You are entitled to SMP if:

- You have been continuously employed at the trust for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week.
- Your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government.
- You provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth.
- You give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave.
- You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

10.2 SMP is calculated as follows:

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| Weeks 1–6 | 90% of your average weekly earnings, calculated over the Relevant Period. This is called the earnings-related rate. |
| Weeks 7–39 | The prescribed rate which is set by the Government for the relevant tax year, or the earnings-related rate (90% of your average weekly earnings) if this is lower. |

10.3 SMP accrues from the day on which you commence your OML and, thereafter, at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

10.4 You will still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

- The week following the week in which employment ends.
- The 11th week before the Expected Week of Childbirth.

10.5 If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the earnings-related rate (if any) will also be increased, as necessary. Nothing in this paragraph affects the entitlement to, or the calculation of contractual maternity pay. Terms relating to contractual maternity pay are set out in paragraph 11 below. If you become eligible for any pay rise before the end of your maternity leave, it will be taken into account for the purposes of contractual maternity pay from the date the pay rise takes effect.

## 11. Occupational maternity pay

### Teachers

11.1 Teaching staff with at least twelve months continuous service at the 11th week before the EWC, will be entitled to receive contractual maternity pay as follows, in addition to payments set out in paragraph 10 (if eligible):

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| Weeks 1–4 | Full pay (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP). |
| Weeks 5–6 | 90% of salary (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP). |

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| Weeks 7–18 | 50% of salary plus any prescribed rate SMP to which you are entitled, paid without deduction, except by the extent to which the combined pay and SMP exceeds full pay. |

11.2 You must return to your job for at least 13 consecutive calendar weeks, inclusive of school closure periods, as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 13-week period, you will be required to refund the amount paid to you for this period.

11.3 Any period of shared parental leave (SPL) does not count towards the required return to work period of 13 consecutive calendar weeks following resignation.

11.4 If you request to reduce your hours on your return and your request is agreed, this 13-week period will be extended to equate to 13 weeks of service based on the number of hours you worked prior to your reduction in hours.

**Support staff**

11.5 Support staff with 12 months continuous service at the 11th week before the EWC will be entitled to receive contractual maternity pay as follows, in addition to payments set out in paragraph 10:

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| Weeks 1–6 | 90% of salary (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP). |
| Weeks 7–18 | 50% of salary plus any Prescribed Rate SMP to which you are entitled, paid without deduction, except by the extent to which the combined pay and SMP exceeds full pay. |

11.6 You must return to your job for at least three months as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the three-month period, you will be required to refund the amount paid to you for this period.

11.7 Any period(s)* of shared parental leave (SPL) does/do* not count towards the required return to work period of three consecutive calendar months following resignation.

11.8 If you request to reduce your hours on your return and your request is agreed, this three-month period will be extended to equate to three months of service based on the number of hours you worked prior to your reduction in hours.

**12. Terms and conditions during OML and AML**

12.1 All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:

- Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 13, Annual leave).
- Pension benefits shall continue (see paragraph 14, Pensions).

## 13. Annual leave

13.1 All staff continue to accrue annual leave during maternity leave at the rate provided under your contract of employment.

**Teachers**

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

13.3 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your maternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the maternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement and we will pay the balance on your return.

**Support staff - term time only/term time plus**

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

13.5 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your maternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the maternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your line manager and if this is not possible, you will be paid the balance of this leave on your return.

**Support staff - full working year**

13.6 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your maternity leave continues into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work, unless your manager agrees otherwise. You should try to limit carryover to one week's holiday or less. Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting maternity leave. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 September to 31 August.

## 14. Pensions

**During paid maternity leave**

14.1 During OML and any further period of paid maternity leave, we shall continue to make the relevant employer pension contributions. For teachers, your contribution rate remains the same, as if you are receiving your usual pay, but it is only applied

to your actual pensionable earnings. You will accrue pension benefits as if you were still receiving your usual pay. For support staff who are active members of the Local Government Pension Scheme (LGPS), your pension will continue to build up as if you were working and receiving normal pay.

**During unpaid maternity leave**

14.2 During any period of unpaid maternity leave, if you are a member of teaching staff, we shall not make any employer pension contributions, and the period shall not count as pensionable service. You do not have the option of paying contributions during any period of unpaid maternity leave. However, you can purchase additional pension on top of your normal contributions in multiples of £250, up to a maximum set by Teachers' Pensions. If you have any questions about how your pension is affected during maternity leave, please contact Teachers' Pensions on 0345 606 6166.

14.3 If you are a member of support staff and an active member of the LGPS, the treatment of your pension during any period of unpaid additional maternity leave (AML) will depend on when that unpaid period commences. Where your period of unpaid AML commenced before 1 April 2026, the period will not count as pensionable service. You may, if you wish, make up any contributions for the unpaid period by contacting the LGPS. If you choose not to do so, you will not build up any pension membership for this period, which will affect your pension benefits. Where your period of unpaid AML commences on or after 1 April 2026, we will continue to make employer pension contributions, so you would continue to build up a pension in the LGPS as if you were receiving normal pay. If you have any questions about how your pension is affected during maternity leave, please contact Avon Pension Fund on 01225 395100 or Devon Pension Fund on 01392 383000.

## 15. Redundancies during or after pregnancy and maternity leave

15.1 If your role is affected by a redundancy situation during your leave, we will write to you to inform you of any proposals and will invite you to a meeting as part of the process before any final decision is reached in respect of any redundancies.

15.2 If your role is affected by a redundancy situation and you have notified us of your pregnancy, or you are on maternity leave or you are within 18 months of the date of birth (or the start of the EWC if you have not advised us of the date of birth), you shall be offered a suitable alternative vacancy that is appropriate to your skills, if one is available.

## 16. Keeping in touch

16.1 We may make reasonable contact with you from time to time during your maternity leave.

16.2 You may work (including attending training) for up to 10 days during ordinary or additional maternity leave without bringing your maternity leave or SMP to an end. These are known as keeping in touch (KIT) days. The arrangements, including pay, would be set by agreement with your Headteacher/Director.

16.3 Any work you do as a KIT day, even as little as an hour, for example, will be counted as a whole KIT day. They can be taken as single days, consecutive days, or in

blocks. Once you have used up your 10 KIT days, if you do any further work, you will lose a week's SMP for the week in which you have done that work.

16.4 KIT days are by agreement. You are not obliged to undertake any such work during maternity leave. Equally we may refuse a request from you for you to work a KIT day. In any case, you must not work during the two weeks following the birth of your child.

16.5 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 could be one of your KIT days. This may cover:

- Updating you on any changes that have occurred during your absence.
- Any training needs you might have.
- Any changes to working arrangements (for example, if you have made a request to work part-time).

**17. Expected return date**

17.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth), we shall write to you of the start of maternity leave with a revised Expected Return Date.

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

**18. Returning early**

18.1 If you wish to return to work earlier than the Expected Return Date, you must provide us with 21 days prior notice in writing. If not enough notice is provided, we may postpone your return date until 21 days after you provided us with notice or to the Expected Return Date, if sooner.

**19. Returning late**

19.1 If you wish to return later than the Expected Return Date, you may request unpaid parental leave in accordance with Section E, parental leave, giving us as much notice as possible but not less than 21 days.

19.2 Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at our discretion.

19.3 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.

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

## 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 should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period; otherwise, we may require you to return to work for the remainder of the notice period.

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 SMP.

## 21. Your rights when you return

21.1 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 had you not been absent.

21.2 However, if you have taken any period of AML or more than four weeks' parental leave and it is not reasonably practicable for us to allow you to return into the same position; we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

## 22. Breastfeeding

22.1 We endeavour to protect the health and safety of all its employees. In particular, employees who are pregnant or breastfeeding or who have recently given birth have the right to be supported and protected against any risks to their health or safety.

22.2 We are dedicated to providing all possible support and facilities to employees who are pregnant or who have returned to work after a period of maternity leave, to assist their transition back to work. With this in mind, you should let us know in writing that you will be breastfeeding/expressing milk after your return from maternity leave so we can conduct a specific risk assessment which will include providing private facilities for this purpose.

22.3 We will ensure (while also taking the needs of the school/trust into account) that pregnant employees and new mothers are allowed reasonable flexibility in their working hours and rest breaks to allow them to make use of the school/trust facilities. An employee who wishes to request flexibility to, for example, go home to feed their baby (if they live close to the school/trust, should speak to their manager. While the school/trust cannot guarantee that it will be able to agree to every request for flexibility, it will give favourable consideration to requests and endeavour, within reason, to accommodate employees' wishes.

22.4 We are committed to providing all reasonable support to employees who are pregnant or new mothers. Colleagues should be sensitive to this issue and should also adopt a supportive attitude towards such employees. Every employee has the right to be treated with dignity at work and this requirement is particularly relevant and important to employees who are pregnant or who have recently given birth. It is a requirement of this policy that all employees respect this principle.

## 23. Requests to change your working pattern

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

## 24. Shared parental leave

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

24.2 You would need to give us at least eight weeks' written notice to end your maternity leave and opt into SPL. You can give this notice before or after the birth, but you must remain on maternity leave until at least two weeks after birth. You would then be able to share any remaining leave with your partner. For further information about how SPL works, see Section F.

## Section C: Paternity leave and pay

### 1. Introduction

1.1 This section sets out employees' entitlement to accompany a pregnant woman to appointments to receive antenatal care, paternity leave, and pay. This section can apply to eligible employees of either gender, for the purpose of caring for a child or supporting the child's other parent subject to the qualifying conditions as set out below.

1.2 From 6 April 2026, paternity leave is a day-one employment right and there is no minimum service requirement. This applies to births or adoption placements on or after 6 April 2026 or births before 6 April 2026 where the EWC starts on or after 5 April 2026. However, where the child is born before 6 April 2026, the paternity leave cannot start until 6 April 2026.

### 2. Time off to accompany for antenatal care

2.1 Employees are entitled to take paid time off during your working hours to accompany a pregnant woman to up to two appointments to receive antenatal care, lasting no more than six ½ hours each (including travel and waiting time), if you:

- Are the biological father of the child.
- Are the spouse or civil partner of the pregnant person.
- Live with the pregnant person in an enduring family relationship and are not a relative.
- The pregnant person has undergone assisted conception, and, at that time, you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent.
- You are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

2.2 Agency workers who have completed their 12-week qualifying period in the same role, with no breaks during or between assignments, and who meet the criteria at 2.1 have the same right to accompany.

2.3 The appointments may include any relaxation or parenting classes but must have been made on the advice of the pregnant woman's doctor, midwife, or health visitor.

2.4 If you are eligible and wish to take time off for this purpose, you must complete a Pathway Leave of Absence Request form and ensure that it confirms:

- That you have a qualifying relationship (see paragraph 2.1 above) with a pregnant woman or her expected child.
- That you wish to take time off to accompany the pregnant woman to an appointment to receive antenatal care which has been made on the advice of their doctor, midwife, or health visitor.
- The date and time of the appointment.

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

**3. Entitlement to paternity leave**

3.1 Both men and women can request paternity leave for the purpose of caring for a child, or supporting the child's other parent, in the following cases:

- On the birth of a child, where either:
    - You are the biological father and expect to have some responsibility for the child's upbringing.
    - The mother is your partner, and you expect to have the main responsibility with her for your child's upbringing.
- On the adoption of a child, where you expect to have the main responsibility (with your partner) for the child's upbringing.
- On the birth of a child to a surrogate mother, either you or your partner is one of the biological parents of the child, and you anticipate obtaining a parental order that will grant both you and your partner responsibility for the child.
- Where a local authority places a child with you and/or your partner under a fostering for adoption arrangement and you expect to have main responsibility (with your partner) for the child's upbringing.

3.2 In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead (see Section D, Adoption leave and pay). Only one parent can take adoption leave, however, an exception applies so you should discuss this with your partner. You cannot take both paternity leave and adoption leave.

3.3 In the event that the child's mother or adopter passes away within a year of the birth or adoption, you may be entitled to bereaved partner's paternity leave (BPPL) (see paragraph 7, below).

3.4 In some cases, you may be eligible to opt into the shared parental leave scheme, which gives you and your partner more flexibility to share the leave and pay available in the first year.

3.5 You may be eligible to take shared parental leave after paternity leave. Further details are set out in Section F, Shared parental leave and pay.

**4. Neonatal care leave**

4.1 If your child receives neonatal care that starts within 28 days of birth and lasts for a minimum of seven consecutive days, you may also be entitled to neonatal care leave and pay, which can be taken before or after your paternity leave. For further information please refer to our neonatal care leave policy.

**5. Stillbirth and neonatal loss**

5.1 If eligible, you are entitled to paternity leave and if eligible, pay, in accordance with this policy if your child is stillborn after 24 weeks of pregnancy or born alive, at any

stage of pregnancy, but does not survive (neonatal loss). However, you may have less time in which to take your paternity leave (paragraph 8.7).

**6. Bereaved partners' paternity leave**

6.1 If the child's mother, adopter or intended parent in a surrogacy situation passes away either during childbirth or within 52 weeks of the birth or adoption, you may be entitled to bereaved partner's paternity leave (BPPL). This is a single continuous period of leave of up to 52 weeks which can start at any time after the bereavement and must start and end with the paternity leave eligibility period (which is 52 weeks starting the day after the date of birth or adoption placement). It must be taken during the first year after the child's birth or adoption placement, except if the bereavement takes place in the last two weeks of that 52-week period, in which case you may take BPPL for up to two weeks after the bereavement.

6.2 You are eligible for BPPL if you are taking leave to care for the child and you are either the child's biological father or the spouse, civil partner or partner of the child's primary carer or primary adopter.

6.3 If you have already taken shared parental leave in respect of the same child, you remain eligible for BPPL. If you have not yet taken shared parental leave and you are eligible to do so, this may be more beneficial than BPPL. Please reach out to your Headteacher/Director or Pathway HR to discuss your options.

6.4 The notice requirements depend on when the BPPL will be taken, as follows:

| | BPPL within the first eight weeks after the bereavement | BPPL more than eight weeks after the bereavement |
|---|---|---|
| Initial notice to be given | Notify your Headteacher/Director as soon as possible and no later than the day you would otherwise be due to attend work on the first day of BPPL. This notice does not need to be in writing and may be a phone call or text message. We will then ask you to provide written notice (see paragraph 7.5) no more than eight weeks after the bereavement or at least one week before your return to work, whichever is earlier. | At least one week's written notice (see paragraph 7.5) to your Headteacher/Director |
| Changing or cancelling BPPL | Notify your Headteacher/Director as soon as possible and no later than the day before the original or new start date (whichever is earlier). | If you wish to change the start date or cancel leave that is more than eight weeks after the bereavement, please give one weeks' written notice. |

6.5 A written notice under 7.3 and 7.4 above, should include the date of bereavement, the child's date of birth or placement for adoption, the date you started or intend to

start BPPL, the date you intend to return to work and confirmation that you meet the eligibility conditions set out above.

6.6 If you are entitled to SPP and have not yet received it, you may claim it during your BPPL, subject to the eligibility conditions and at the rates set out in paragraph 11 (Statutory paternity pay).

6.7 Other than any SPP to which you are entitled, BPPL is unpaid.

6.8 We may make reasonable contact with you from time to time during your BPPL. You may work (including attending training) for up to 10 KIT days during your BPPL without bringing your BPPL to an end. KIT days are not compulsory and the arrangements, including pay, would be set by agreement with your Headteacher/Director

6.9 If you need additional time off beyond BPPL, you may request annual leave (if applicable) or parental leave (please see Section E of this policy).

**7. Paternity leave - timing and eligibility**

7.1 Paternity leave must be taken as either:

- A single period of leave of either one or two weeks.
- Two non-consecutive periods of leave of a week each.

7.2 Paternity leave can be taken from the date of the child's birth or adoption placement, or a later date of your choosing, but must end:

- In birth cases, within 52 weeks of the child's birth or, if they were born before the first day of the Expected Week of Childbirth, within 52 weeks of the first day of the Expected Week of Childbirth.
- In adoption cases, within 52 weeks of the child's placement.

7.3 You are entitled to paternity leave if you meet any of the following conditions:

You:

- Are the biological father of the child.
- Have been matched with a child by an adoption agency.
- Have had a child placed with you by a local authority under a fostering for adoption arrangement.
- Are the spouse, civil partner or partner of the child's mother.
- Are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency.
- Your spouse, civil partner or partner is one of the child’s biological parents on the birth of a child to a surrogate mother, and you expect to obtain a parental order giving you and/or your partner responsibility for the child.
- Are the spouse, civil partner or partner of a child placed with you by a local authority under a fostering for adoption arrangement.

And:

- Expect to have main responsibility (with the child's mother or your partner) for the child's upbringing.
- Are the child's biological father and you are expecting to have some responsibility for the child's upbringing.
- Are taking leave for the purpose of caring for the child or supporting the child's mother or your partner in caring for the child.

**8. Notification of paternity leave**

8.1 If you are eligible and wish to take paternity leave in relation to a child's birth or the adoption of a child, you must give us notice in writing of your intention to do so by the end of the Qualifying Week or no more than seven days after you and/or your partner were notified by the adoption agency of having been matched with the child or, if this is not possible, as soon as you can.

8.2 You must complete the Pathway Request for Paternity Leave form, which will confirm:

- The Expected Week of Childbirth or the date on which you and your partner were notified of having been matched with the child, together with the Expected Placement Date.
- You meet the statutory conditions for entitlement to Statutory Paternity Leave (see paragraph 7.3 above) by providing a signed declaration.

8.3 You can choose to start your leave on:

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

8.4 For each period of leave you intend to take, you must give us notice in writing at least 28 days before the first day you have chosen in respect of the above options (see paragraph 9.3) or, if a domestic adoption, notice period no more than seven days after you and/or your partner were notified of having been matched with the child or, if this is not possible, as soon as you can.

8.5 You must confirm:

- Whether you intend to take one week's leave or two consecutive weeks' leave.
- When you would like to start your leave.

8.6 After initial notice has been provided, you may vary these dates to take the leave at a later stage to best suit the needs of your family by giving at least 28 days’ notice in writing. You must include confirmation that the new period of leave is to care for the child or support the mother or adopter in caring for the child within the written notice.

8.7 You will still be able to take paternity leave on your chosen dates if your child dies or is stillborn, if an adoption placement is ended, or (in surrogacy cases) if a parental order is not sought within six months of birth or an application for a parental order is refused. If you wish to vary the dates you have chosen for your paternity leave period, please speak to your manager or HR. If you have not already notified us of your chosen dates before one of these events occurs, you may still choose to take paternity leave, but it must be taken within the next eight weeks. You may also be entitled to take parental bereavement leave (Pathway Compassionate Leave Policy)

**9. Changing the dates of paternity leave or cancelling leave**

9.1 Where you are to take paternity leave in respect of a child's birth or adoption, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 9. This notice should be given:

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

9.2 If you are unable to give us 28 days' written notice of the wish to vary the start of your leave, as set out above, you should give us written notice of the change as soon as you can.

9.3 You can cancel a period of leave by giving us written notice at least 28 days before the start date or as soon as you reasonably can.

**10. Paternity leave pay**

10.1 If you take paternity leave in accordance with this policy, you will be entitled to one week at your normal rate of pay and one week at statutory paternity pay (SPP) (if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government).

10.2 SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please visit www.gov.uk/paternity-pay-leave or contact hr@pathwaytrust.uk.

**11. Terms and conditions during paternity leave and BPPL**

11.1 All the terms and conditions of your employment remain in force, except for the terms relating to pay during paternity leave and BPPL, in particular:

- Benefits in kind such as life insurance and health insurance shall continue.

- Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 12, Annual leave).
- Pension benefits shall continue (see paragraph 113, Pensions).

**12. Annual leave**

12.1 All staff continue to accrue annual leave during paternity leave and BPPL at the rate provided under their contract of employment.

**Teachers**

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

12.3 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your paternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the paternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher/Director.

**Support staff - term time only/term time plus**

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

12.5 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your paternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the paternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher/Director.

**Support staff - full working year**

12.6 Annual leave entitlement will continue to accrue at the rate provided under your contract. If you are taking a period of paternity leave which will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over to the next holiday year and must be taken immediately before returning to work, unless your manager agrees otherwise. You should try to limit carryover to one week's holiday or less. Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your paternity leave. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 September to 31 August.

## 13. Pensions

13.1 During any period of paid paternity leave, we shall continue to make the relevant employer pension contributions. For teachers, your contribution rate remains the same, as if you are receiving your usual pay, but it is only applied to your actual pensionable earnings. You will accrue pension benefits as if you were still receiving your usual pay. For support staff who are active members of the Local Government Pension Scheme (LGPS), your pension will continue to build up as if you were working and receiving normal pay.

13.2 During any period of unpaid paternity leave, if you are a member of teaching staff, we shall not make any employer pension contributions, and the period shall not count as pensionable service. You do not have the option of paying contributions during any period of unpaid paternity leave, but you can purchase additional pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions. If you have any questions about how your pension is affected during paternity leave, please contact Teachers' Pensions on 0345 606 6166.

13.3 If you are a member of support staff and an active member of the LGPS, during any unpaid paternity leave your pension will continue to build up as if you were working and receiving normal pay. If you have any questions about how your pension is affected during paternity leave, please contact Avon Pension Fund on 01225 395100 or Devon Pension Fund on 01392 383000.

## 14. Returning to work

14.1 You are normally entitled to return to work following paternity leave and BPPL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

14.2 However, if you have taken paternity leave straight after or straight before a period of parental leave of more than four weeks, and it is not reasonably practicable for us to allow you to return to the same job, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

14.3 If you are also taking shared parental leave in respect of the same child, see Section F, shared parental leave and pay for information about rights on return to work.

## 15. Requests to change your working pattern

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

## 16. Deciding not to return

16.1 If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return, you should submit your resignation in accordance with your contract. Once you have done so you will be

unable to change your mind without our agreement. This does not affect your right to receive SPP.

## Section D: Adoption leave and pay

### 1. Introduction

1.1 This section outlines the statutory rights and responsibilities of employees who adopt, foster a child with a view to possible adoption, or have a child through a surrogate mother[1].

### 2. Entitlement to adoption leave

2.1 All employees, regardless of hours worked or length of service, are entitled to up to 52 weeks' adoption leave, which is divided into:

- Ordinary adoption leave of 26 weeks (OAL).
- Additional adoption leave of a further 26 weeks immediately following OAL (AAL).

2.2 Adoption leave is only available if you are a local authority foster parent who has been approved as a prospective adopter or you are adopting through a UK or overseas adoption agency (for overseas adoptions see paragraph 5). It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

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

- An adoption agency or a local authority has given you written notice that it has matched you with a child for adoption, or that it will be placing a child with you under a fostering for adoption arrangement and tells you the Expected Placement Date.
- You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
- Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave and/or shared parental leave).

There is no right to statutory adoption leave or pay for private adoptions or for stepparents adopting their stepchildren.

2.4 In relation to surrogacy, you are entitled to adoption leave if all of the following conditions are met:

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

2.5 There is no right to statutory leave or pay for parents who have a child with the help of a surrogate, but who are not eligible for a parental order (for example, where neither of them has supplied the genetic material for the child).

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[1] Please note: Every pregnant employee has the right to 52 weeks' maternity leave and to return to their job after this. Section A — maternity Leave and Pay will apply to surrogate mothers, even if they are not genetically related to the baby.

## 3. Neonatal care leave

3.1 If your child receives neonatal care that starts within 28 days of birth and lasts for a minimum of seven consecutive days after the child has been placed with you, you may also be entitled to neonatal care leave and pay, which can be taken after your adoption leave. For further information please refer to our neonatal care leave policy.

## 4. Time off for adoption appointments

4.1 You are entitled to take time off during your working hours to attend adoption appointments that take place after an adoption agency has notified you that a child is or is expected to be placed with you for adoption. These appointments must be made by an adoption agency:

- So that you can have contact with that child.
- For any other purpose connected with that adoption.

4.2 Agency workers who have completed their 12-week qualifying period in the same role, with no breaks during or between assignments, and who meet the criteria at 4.1 have the same right to attend.

4.3 You are entitled to paid time off to attend up to five appointments lasting no more than six ½ hours (including travel and waiting time) each during working hours if you are:

- Adopting on your own.
- Adopting as part of a couple and have been elected as the main adopter.
- You will be entitled to paid time off to attend up to two appointments lasting no more than six ½ hours each during working hours if you are adopting a child as part of a couple and have not been elected as the main adopter.

4.4 If you are eligible and wish to take time off for this purpose, you must complete the Pathway Leave of Absence Request form and ensure that it confirms:

- That you wish to take time off to attend an adoption appointment that has been made by or at the request of the adoption agency.
- The date and time of the appointment.
- Whether you are adopting a child alone or jointly with another person.
- If you are adopting with another person, whether you are electing to take paid or unpaid time off.

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

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

**5. Notification of intention to take leave**

5.1 You must give us notice in writing of:

- The Expected Placement Date.
- Your Intended Start Date for adoption leave (Intended Start Date) (see paragraph 7).

5.2 This notice should be given not more than seven days after the agency or local authority notified you in writing that it has matched you with a child.

5.3 At least 28 days before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:

- A matching certificate from the adoption agency confirming:
    - The agency's name and address.
    - The date you were notified of the match.
    - The Expected Placement Date.
- Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

5.4 We will write to you within 28 days to confirm the date you would be due to return to work, based on you taking your full entitlement to adoption leave.

5.5 In relation to surrogacy, you must tell us in writing of your intention to take adoption leave and give the expected week of childbirth (EWC). You must give this information by the end of the 15th week before the EWC or, if that is not reasonably practicable, as soon as is reasonably practicable. You must also complete a declaration confirming your entitlement.. We will write to you within 28 days of receiving your notification to confirm your Expected Return Date, assuming you take your full entitlement to adoption leave. When the child is born you must tell us the date of birth.

**6. Overseas adoptions**

If you are adopting a child from overseas, the following will apply:

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

6.2 You must give us notice in writing of:

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

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

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

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

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

**7. Starting adoption leave**

7.1 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.

7.2 You must notify us of your Intended Start Date in accordance with paragraph 5. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave (Expected Return Date).

7.3 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.

7.4 You can bring forward your Intended Start Date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.

7.5 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. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training, and work-related social events.

7.6 In relation to surrogacy, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

**8. Statutory adoption pay**

8.1 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. You are entitled to SAP if:

- You have been continuously employed for at least 26 weeks ending with the week which the agency notified you that you had been matched with a child, the week you received Official Notification in an overseas adoption case or the 15th week before the EWC in a surrogacy case (Qualifying Week) and you are still employed by us during that week.
- Your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government.
- You have given us the relevant notifications under paragraph 5.

8.2 SAP is calculated as follows:

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

8.3 SAP accrues with each complete week of absence, but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

8.4 If you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant), you shall still be eligible for SAP. If SAP has not already started when you leave employment, it shall start:

- In a domestic adoption case, 14 days before the Expected Placement Date or the day after your employment ends, whichever is the later.
- In an overseas adoption, you have the option to choose a new start date, which is at least 28 days after you gave notice of your intention to take adoption leave and can be no more than 28 days after the child has entered Great Britain.
- In a surrogacy case, on the day the child is born.

8.5 If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased, retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the earnings-related rate (if any) will also be increased as necessary.

**9. Occupational adoption leave pay**

9.1 **Teachers**

9.2 Your entitlement to receive occupational adoption pay will be dependent on having at least twelve month's continuous service with the trust at the beginning of the work in week you are notified of a match with a child for the purposes of adoption, in addition to payments as set out in Section 11 (if eligible):

| | |
|---|---|
| Weeks 1 - 4 | Full pay (offset against payments made by way of SAP) |
| Weeks 5 - 6 | 90 % of salary (offset against payments made by way of SAP) |
| Weeks 7 - 18 | 50% of salary plus any entitlement to SAP or other benefits, paid without deduction except by the extent to which the combined pay and SAP exceeds full pay. |

- You will need to indicate on the Pathway Adoption Leave and Pay form whether you wish to receive any occupational adoption pay entitlement during your adoption leave or defer the payment.
- Your entitlement to occupational adoption pay would cease on your last date of employment if your contract were to end whilst receiving occupational adoption pay (i.e. if you resign or your employment comes to an end). You may still be eligible for SAP as detailed in Section 11.
- You must return to your job at the trust for at least 13 weeks as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 13 week period, you will be required to refund the amount paid to you for this period.
- If you request to reduce your hours on your return and your request is agreed, this 13 week period will be extended to equate to 13 weeks of service based on the number of hours you worked prior to your reduction in hours.

9.3 **Support staff**

9.4 Your entitlement to receive occupational adoption pay will be dependent on having at least twelve month's continuous service with Pathway at the beginning of the work in week you are notified of a match with a child for the purposes of adoption, in addition to payments as set out in Section 10 (if eligible):

| | |
|---|---|
| Weeks 1 - 6 | 90% of salary (offset against payments made by way of SAP) |
| Weeks 7 - 18 | 50% of salary plus any entitlement to SAP or other benefits, paid without deduction except by the extent to which the combined pay and SAP exceeds full pay. |

9.5 You will need to indicate on the Pathway Adoption Leave and Pay form whether you wish to receive any occupational maternity pay entitlement during your maternity leave or defer the payment.

9.6 Your entitlement to occupational adoption pay would cease on your last date of employment if your contract were to end whilst receiving occupational adoption pay (i.e. if you resign or your employment comes to an end). You may still be eligible for SAP as detailed in Section 10.

9.7 You must return to your job at Pathway for at least 3 months as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 3 month period, you will be required to refund the amount paid to you for this period.

## 10. Terms and conditions during OAL and AAL

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

10.1 Benefits in kind such as life insurance and health insurance shall continue.

10.2 Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 11, Annual leave).

10.3 Pension benefits shall continue (see paragraph 12, Pensions).

**11. Annual leave**

11.1 All staff continue to accrue annual leave during OAL and AAL at the rate provided under your contract of employment.

**Teachers**

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

11.3 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your adoption leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the adoption leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher/Director.

**Support staff - term time only/term time plus**

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

11.5 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your adoption leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the adoption leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher/Director.

**Support staff - full working year**

11.6 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that 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, unless your manager agrees otherwise. You should try to limit carryover to one week's holiday or less. Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 September to 31 August.

## 12. Pensions

### During paid adoption leave

12.1 During OAL and any further period of paid adoption leave, we shall continue to make the relevant employer pension contributions. For teachers, your contribution rate remains the same, as if you are receiving your usual pay, but it is only applied to your actual pensionable earnings. You will accrue pension benefits as if you were still receiving your usual pay. For support staff who are active members of the Local Government Pension Scheme (LGPS), your pension will continue to build up as if you were working and receiving normal pay.

### During unpaid adoption leave

12.2 During any period of unpaid adoption leave, if you are a member of teaching staff, we shall not make any employer pension contributions, and the period shall not count as pensionable service. You do not have the option of paying contributions during any period of unpaid adoption leave. However, you can purchase additional pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions. If you have any questions about how your pension is affected during adoption leave, please contact Teachers' Pensions on 0345 606 6166.

12.3 If you are a member of support staff and an active member of the LGPS, the treatment of your pension during any period of unpaid adoption leave will depend on when that unpaid period commences. Where your period of unpaid adoption leave commenced before 1 April 2026, the period will not count as pensionable service. You may, if you wish, make up any contributions for the unpaid period by contacting LGPS. If you choose not to do so, you will not build up any pension membership for this period, which will affect your pension benefits. When your period of unpaid adoption leave commenced on or after 1 April 2026, we will continue to make employer pension contributions, so you would continue to build up a pension in the LGPS as if you were receiving normal pay. If you have any questions about how your pension is affected during adoption leave, please contact Avon Pension Fund on 01225 395100 or Devon Pension Fund on 01392 383000.

## 13. Redundancy situations during or after adoption leave

13.1 If your role is affected by a redundancy situation during your leave, we will write to you to inform you of any proposals and will invite you to a meeting as part of the process before any final decision is reached in respect of any redundancies.

13.2 If your role is affected by a redundancy situation and you are on adoption leave or you have returned to work from leave and are within 18 months from the date the child is placed with you for adoption or the date the child enters Great Britain if adopting from overseas, you shall be offered a suitable alternative vacancy that is appropriate to your skills, if one is available.

## 14. Disrupted adoption

14.1 In an adoption or fostering for adoption case, adoption leave is disrupted if it has started but:

- You are notified that the placement will not take place.

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

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

14.3 In the event 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 and/or pay would have ended earlier in the normal course of events.

**15. Keeping in touch**

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

15.2 You may, with our agreement, work (including attending training) on up to 10 keeping in touch (KIT) days during adoption leave without bringing your adoption leave to an end. This is not compulsory and arrangements, including any hours and pay, would be discussed and agreed with your Headteacher/Director.

15.3 Payments for KIT days or number of hours worked would be offset against SAP. During periods of unpaid leave, pay will be rounded up to the nearest half day.

15.4 Any work you do as a KIT day, even as little as an hour for example, will be counted as a whole KIT day. They can be taken as single days, consecutive days or in blocks. If you were to use up your ten KIT days, if you do any further work you will lose a week's SAP for the week in which you have done the work.

15.5 KIT days are by agreement. You are not obliged to undertake any such work during adoption leave. Equally we may refuse a request from you for you to work a KIT day.

15.6 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:

- Updating you on any changes that have occurred during your absence.
- Any training needs you might have.
- Any changes to working arrangements (for example, if you have made a request to work part time). See paragraph 21, Requests to change your working pattern.

**16. Expected Return Date**

16.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes, we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.

16.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise (see paragraphs 17, 18 and 19). It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

**17. Returning early**

17.1 If you wish to return to work earlier than the Expected Return Date, you must give us at least 21 days notice. It is helpful if you give this notice in writing.

17.2 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.

**18. Returning late**

18.1 If you wish to return later than the Expected Return Date, you should request unpaid parental leave in accordance with Section E, Parental leave, giving us as much notice as possible but not less than 21 days. Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at our discretion.

18.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence, and our usual sickness policy will apply.

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

**19. Deciding not to return**

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

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

19.3 This does not affect your right to receive SAP.

**20. Your rights when you return**

20.1 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 had you not been absent.

20.2 However, if you have taken any period of AAL or more than 4 four weeks' parental leave and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

**21. Requests to change your working pattern**

21.1 We will deal with any requests by employees to change their working patterns (such as working part time) after adoption leave on a case-by-case basis. There is no absolute right to insist on working part time, but you do have a statutory right to request flexible working, and we will try to accommodate your wishes, unless there

is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our flexible working policy.

**22. Shared parental leave**

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

22.2 You would need to give us at least eight weeks' written notice to end your adoption leave and opt into SPL. You can give this notice before or after the child is placed with you, but you must take at least two weeks' adoption leave. You would then be able to share any remaining leave with your partner. See Section F, Shared parental leave, for further details.

## Section E: Parental leave

### 1. Introduction

1.1 The law recognises and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

1.2 This section of the policy reflects the statutory right of employees, regardless of their length of continuous service, to take up to 18 weeks' unpaid parental leave in respect of each child.

### 2. Entitlement to parental leave

2.1 Employees who fulfil the criteria set out in this paragraph 2.3 (below) are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. The rules on how and when parental leave can be taken are set out in paragraph 3 to paragraph 6.

2.2 Any parental leave that employees take in relation to a child while working for another employer counts towards their 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to your Headteacher/Director.

2.3 To take a period of parental leave in relation to a child, you must:

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

2.4 You have responsibility for a child if you:

- Are the child's biological mother or father (whether or not you are living with the child).
- Are the child's adoptive parent.
- Otherwise have legal parental responsibility for the child, for example, if you are the child's guardian or a stepparent who has a parental responsibility agreement or parental responsibility order.

### 3. Timing of parental leave

3.1 You can take parental leave for each child and adopted child up to their 18th birthday.

3.2 You are only entitled to take no more than four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

3.3 Unless the leave is to be taken in respect of a disabled child, you can only take parental leave in blocks of a week's leave or a multiple of a week's leave.

3.4 For the purposes of this policy, a disabled child means a child who is entitled to a disability living allowance, armed forces independence allowance, or personal independence payment.

## 4. Notification requirements

4.1 You must give your Headteacher/Director notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:

- If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (EWC). The notice must specify the EWC and the duration of the period of leave required.
- If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (EWP). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.
- In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

4.2 If you wish to take a period of parental leave immediately after a period of paternity leave, it would be helpful if you could give your Headteacher/Director notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of paternity leave starts, we might not allow you to take the period of parental leave requested; however, we shall consider each case on its merits.

## 5. Evidential requirements

5.1 Before you take a period of parental leave under this policy, you must provide us with evidence of:

- Your responsibility or expected responsibility for the child, such as a birth certificate, adoption or matching certificate, parental responsibility agreement, or court order.
- The child's date of birth or date of adoption placement.

5.2 For details of what evidence is required in your particular circumstances or if you have difficulties obtaining the evidence, please contact your Headteacher/Director or hr@pathwaytrust.uk.

## 6. Our right to postpone parental leave

6.1 Where you give notice, in accordance with paragraph 4, of your intention to take parental leave on the birth or adoption of a child, we shall not postpone that leave.

6.2 We shall not postpone parental leave if the postponement would result in the leave being taken after the child's 18th birthday.

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

- You wish to take parental leave during a peak period.
- A number of employees wish to take parental leave at the same time.
- Your work is of importance to a time-critical project.
- Cover for your work cannot be found before the date on which your parental leave is due to start.

6.4 If we decide to postpone your parental leave, we shall:

- Consult you about the date to which the leave might be postponed.
- No more than seven days after you gave notice of your intention to take the leave, give you written notice stating the reason for the postponement and the new beginning and end dates of the leave which we will allow you to take.

**7. Terms and conditions during parental leave**

7.1 Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

7.2 However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation, and disciplinary and grievance procedures. Holiday entitlement will continue to accrue.

7.3 During parental leave, you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

**8. Pensions - teaching staff**

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

**9. Pensions - support staff**

9.1 If you are an active member of the LGPS, the treatment of your pension during any period of unpaid parental leave will depend on when that unpaid period commences. Where your period of unpaid parental leave commenced before 1 April 2026, LGPS membership continues to build up during the first 30 days of any period of unpaid leave, including parental leave, as long as you pay the pension contributions that you would have paid had you been at work. After the first 30 days, the period will not count as pensionable service. You may, if you wish, elect to pay contributions for the period of your absence. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits. Where your period of unpaid parental leave commences after 1 April 2026 and it lasts for 14 days or less, your pension will continue to build up. If it lasts for 15 days or longer, the period will not automatically count for pension purposes. You may, if you wish, elect to pay contributions for the period of your absence. If you choose not to, you will not build

up any membership for this period, and this will affect your pension benefits. For further information about your pension during unpaid parental leave, please contact Avon Pension Fund on 01225 395100 or Devon Pension Fund on 01392 383000.

## 10. Returning to work

10.1 You are normally entitled to return to work following parental leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

10.2 However, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than four weeks or has been combined with a period of additional maternity, paternity or adoption leave. In such circumstances, we will offer you a suitable and appropriate alternative position on no less favourable terms.

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

## 11. Abuse of this policy

11.1 Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue under our disciplinary procedure.

## Section F: Shared parental leave and pay

### 1. Introduction

1.1 This section outlines the arrangements for shared parental leave and pay in relation to the birth or adoption of a child.

1.2 This section applies to employees. It does not apply to agency workers or self-employed contractors.

### 2. What is shared parental leave?

2.1 Shared parental leave (SPL) is a form of leave available to working parents following the birth or adoption of a child.

2.2 SPL allows parents, and partners in certain circumstances (see 3 below), to take up to 52 weeks leave in total on the birth or adoption of a child. You may be able to take this leave at the same time or at different times. Up to 50 weeks of this leave may be designated as SPL. Assuming you are both eligible, you and your partner can choose how you split that leave between you. You may be able to take this leave at the same time or at different times. You may also be able to take it in more than one block.

2.3 SPL must be taken in the first 52 weeks of the child's birth or adoption.

2.4 If you choose to take SPL, then any period of maternity or adoption leave being taken in respect of the child will end.

### 3. Entitlement to SPL when a child is born

3.1 You are entitled to SPL in relation to the birth of a child if:

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

3.2 The following conditions must also be fulfilled:

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

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

3.4 If you are the mother, you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

3.5 If you are the child's father or the mother's partner, SPL entitlement is additional to your paternity leave entitlement and SPL can be taken before or after your paternity leave entitlement (see Section C: Paternity leave and pay).

3.6 If the child's primary carer has died, you may also be entitled to bereaved partner's paternity leave (BPPL) in addition to any SPL entitlement (see Section C, paragraph 7 - Bereaved partner's paternity leave).

**4. Entitlement to SPL when a child is adopted**

4.1 You may be entitled to SPL if:

- A UK adoption agency has placed a child with you and/or your partner for adoption.
- Where a child in local authority care is placed with you and/or your partner as foster parent with a view to possible adoption under a fostering for adoption or concurrent planning scheme.
- You adopt a child from overseas with UK government approval.
- You have a child with a surrogate mother, and the court has made or is expected to make a parental order.

4.2 You must intend to share the main responsibility for the care of the child with your partner.

4.3 The following conditions must be fulfilled:

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

4.4 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

4.5 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see Section C: paternity leave and pay). Paternity leave is additional to any SPL entitlement you may have and can be taken either before or after any period of SPL.

4.6 The total amount of SPL available is 52 weeks less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP, if they were not entitled to adoption leave).

**5. Opting in to shared parental leave and pay**

5.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving the information in 5.2 or 5.3 as appropriate.

5.2 When a child is born:

- Your name and your partner's name.
- If you are the child's mother, the start and end dates of your maternity leave.
- If you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave or, if she is not entitled to maternity leave, the start and end dates of any SMP or MA period.
- The total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken.
- How much of the available SPL will be allocated to you and how much to the other parent (you can change the allocation by giving us a further written notice and you do not have to use your full allocation).
- If you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken).
- How much of that will be allocated to you and how much to the other parent (you can change the allocation by giving us a further written notice and you do not have to use your full allocation).
- An indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions.
- Declarations by you and the other parent that you meet the statutory conditions for entitlement to SPL and ShPP.

5.3 When a child is adopted:

- Your name and your partner's name.
- In a UK adoption scenario, please provide the date the adoption agency notified you of a match, the expected date of placement, and the actual date of placement. If the child has not yet been placed with you, submit the actual date of placement as soon as possible before you commence shared parental leave (SPL).
- For overseas adoptions, please provide the date you received official notification and the date the child arrived in Great Britain for adoption purposes. If the child has not yet arrived in Great Britain, submit the actual date of entry as soon as possible before commencing shared parental leave (SPL).

- In a surrogacy case, please provide the Expected Week of Childbirth (EWC), the actual date of birth and the date the parental order was made, if it has already been issued. If the child has not yet been born, submit the actual date of birth as soon as possible before you commence shared parental leave (SPL).
- If you are taking adoption leave, your adoption leave start and end dates.
- If you are not taking adoption leave, your partner's adoption leave start and end dates or if your partner is not entitled to adoption leave, the start and end dates of their SAP.
- The total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner.
- How many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation).
- If you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken).
- How many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice and you do not have to use your full allocation).
- An indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage but please give as much information as you can about your future intentions.
- Declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

**6. Ending your maternity or adoption leave**

6.1 If you choose to take SPL, then the maternity or adoption leave that you, your partner or the other parent are taking will come to an end. This is called curtailment.

6.2 If you are still on maternity leave or adoption leave, you must give us at least eight weeks' written notice to end your maternity or adoption leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity or adoption leave will end. You can give the notice before or after you give birth or your child is placed, but you cannot end your maternity or adoption leave until at least two weeks after the birth or placement.

6.3 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5 above) or a written declaration that the child's other parent or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice. The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

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

- If you realise that neither you nor the other parent is, in fact, eligible for SPL or ShPP, you can revoke the curtailment notice in writing up to eight weeks after it was given.
- (Birth only) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given or up to six weeks after birth, whichever is later.
- If your partner has died.

6.5 Once you revoke a curtailment notice you cannot submit a second curtailment notice unless the revocation was given in the circumstances in paragraph 6.4.2.

**7. Ending the mother's maternity leave or your partner's adoption leave**

7.1 When a child is born, if you are not the mother but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once the mother has either:

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

7.2 When a child is adopted, if your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

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

**8. Evidence of entitlement**

8.1 You must also provide, on request:

- A copy of the certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); or
- In a UK adoption case, one or more documents from the adoption agency showing the agency's name and address and the expected placement date; or
- In an overseas adoption case, a copy of your Official Notification; or
- In a surrogacy case, the Parental Order from the court (if it has been granted); and

- The name and address of the other parent's/partner's employer (or a declaration that they have no employer).

**9. Notifying us of your SPL dates**

9.1 Having opted into the SPL system, you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. If the child has not been born or placed with you yet, it can state the number of days after birth or placement that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth or date of placement and wish to take SPL straight afterwards. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.

9.2 Leave must be taken in blocks of at least one week.

9.3 If your period of leave notice gives dates for a single continuous block of SPL, you will be entitled to take the leave set out in the notice.

9.4 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10, below.

9.5 You can give up to three periods of leave notices. This may enable you to take up to three separate blocks of shared parental leave (although, if you give notice to vary or cancel a period of leave, this will in most cases count as a further period of leave notice; see paragraph 11). In exceptional circumstances, we may agree to accept more than three periods of leave notices but there is no obligation for us to do so.

**10. Procedure for requesting discontinuous (split) periods of SPL**

10.1 In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your Headteacher/Director in advance of submitting any formal period of leave notices; this will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

10.2 You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straightaway, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, you will be entitled to one 12-week period of leave). Alternatively, you may:

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

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

**11. Changing the dates or cancelling your SPL**

11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

11.2 You can change the start date for a period of leave by giving us at least eight weeks' notice before the original start date or the new start date, whichever is earlier.

11.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

11.4 You can change split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date. This may involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3, above which set out how much notice is required for the request.

11.5 You can request that a continuous period of leave be split into two or more discontinuous periods, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3, above which set out how much notice is required for the request. We will consider any such request as set out in paragraph 10.

11.6 You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth; in such cases, please notify us in writing of the change as soon as you can.

11.7 A notice to cancel or change a period of leave will count as one of your three period of leave notices, unless:

- The variation is a result of your child being born or placed earlier or later than the EWC or expected placement date.
- You are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 10.2.
- The variation is at our request.
- We agree otherwise.

**12. Shared parental pay**

12.1 ShPP of up to 39 weeks (less any weeks of SMP or SAP claimed by you or the other parent/eligible partner) may be available provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

**13. Other terms during shared parental leave**

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

- Benefits in kind, such as life insurance and health insurance, shall continue.

- Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 15, Annual leave).
- Pension benefits shall continue (see paragraph 14, Pensions).

## 14. Pensions

**During paid SPL**

14.1 During any period of paid SPL, we shall continue to make the relevant employer pension contributions. For teachers, your contribution rate remains the same, as if you are receiving your usual pay, but it is only applied to your actual pensionable earnings. You will accrue pension benefits as if you were still receiving your usual pay. For support staff who are active members of the Local Government Pension Scheme (LGPS), your pension will continue to build up as if you were working and receiving normal pay.

**During unpaid SPL**

14.2 During any period of unpaid SPL, if you are a member of teaching staff we shall not make any employer pension contributions, and the period shall not count as pensionable service. You do not have the option of paying contributions during any period of unpaid shared parental leave. can purchase additional pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions. If you have any questions about how your pension is affected during shared parental leave, please contact Teachers' Pensions on 0345 606 6166.

14.3 If you are a member of support staff and an active member of the Local Government Pension Scheme (LGPS), the treatment of your pension during any period of unpaid SPL will depend on when that unpaid period commences. Where shared parental leave is taken in separate blocks, the date on which each individual continuous period of unpaid shared parental leave starts is used to determine whether the new rules apply. Where your period of unpaid SPL commenced before 1 April 2026, the period will not count as pensionable service. You may, if you wish, make up any contributions for the unpaid period by contacting the LGPS. If you choose not to do so, you will not build up any pension membership for this period, which will affect your pension benefits. Where your period of unpaid SPL commences on or after 1 April 2026, we will continue to make employer pension contributions, so you would continue to build up a pension in the LGPS as if you were receiving normal pay. If you have any questions about how your pension is affected during shared parental leave, please contact Avon Pension Fund on 01225 395100 or Devon Pension Fund on 01392 383000.

## 15. Annual leave

15.1 All staff continue to accrue annual leave during SPL at the rate provided under your contract of employment.

**Teachers**

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

15.3 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your SPL. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the SPL period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher/Director.

**Support staff - term time only/term time plus**

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

15.5 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your SPL. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the SPL period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher/Director.

**Support staff - full working year**

15.6 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work, unless your manager agrees otherwise. You should try to limit carryover to one week's holiday or less. Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 September to 31 August.

## 16. Redundancy situations during or after shared parental leave

16.1 If your role is affected by a redundancy situation during your leave, we will write to you to inform you of any proposals and will invite you to a meeting as part of the process before any final decision is reached in respect of any redundancies.

16.2 If your role is affected by a redundancy situation and you are on shared parental leave or you have returned to work from leave of a period of at least six consecutive weeks of shared parental leave and are within an additional protected period of 18 months from the child’s date of birth, you shall be offered a suitable alternative vacancy that is appropriate to your skills, if one is available.

## 17. Keeping in touch

17.1 We may make reasonable contact with you from time to time during your SPL, although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

17.2 You may ask, or be asked to work (including attending training) on up to 20 keeping-in-touch days (KIT days) during your SPL. This is in addition to any KIT

days that you may have taken during maternity leave. The arrangements, including pay, would be set by agreement with your Headteacher/Director

17.3 Payment for KIT days or number of hours worked would be paid at the normal rate of pay and offset against ShPP. During periods of unpaid leave, pay will be rounded up to the nearest half day.

17.4 Any work you do as a KIT day, even as little as an hour for example, will be counted as a whole KIT day. They can be taken as single days, consecutive days or in blocks.

17.5 KIT days are not compulsory and must be discussed and agreed with your Headteacher/Director.

17.6 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:

- Updating you on any changes that have occurred during your absence;
- Any training needs you might have; and
- Any changes to working arrangements (for example if you have made a request to work part-time).

**18. Returning to work**

18.1 If you want to end a period of SPL early, you must give us eight weeks' prior notice of the return date. You should give this notice in writing. If you have already given us three periods of leave notices, you will not be able to end your SPL early without our agreement.

18.2 If you have unused SPL entitlement remaining and want to extend your SPL, you must submit a new period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three periods of leave notices, you will not be able to extend your SPL without our agreement. If you are unable to request more SPL, you may be able to request annual leave or ordinary parental leave (see Section E: parental leave), which will be subject to business need.

18.3 You are normally entitled to return to work in the position you held before starting SPL and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- If your SPL and any maternity, adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively).
- If you took SPL consecutively with more than four weeks of parental leave (under our parental leave policy).

18.4 If you want to change your hours or other working arrangements on return from SPL, you should make a request under our flexible working policy. It is helpful if such requests are made as early as possible.

18.5 If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract.