

# 1. Policy

Long-serving employees with two or more year's service at Ravenswood School will be eligible to apply for unpaid sabbatical leave to undertake, for example, research, further education, travel or to care for elderly relatives.

1.1 Both full-time and part-time employees with the relevant service are potentially eligible. The purpose of sabbatical leave will normally be linked to personal development outside the usual confines of the job, allowing the employee to return to work with new ideas and enhanced skills. Unless exceptional circumstances apply, sabbatical leave will only be granted once during the course of an employee's employment.

## 2. Procedure and Responsibilities of the Head teacher and Employee

- 2.1 Any eligible employee wishing to make an application for sabbatical leave should do so in writing to the Head Teacher, at least one long term in advance of the required start date, stating the proposed objectives and duration of the sabbatical and the perceived benefits for the school and the employee.
- 2.2 The Head Teacher will consider any such request and sabbatical leave, where granted, will be entirely at the school's discretion and with such qualifications and conditions as the school sees fit. There is no statutory right for an employee to be granted sabbatical leave and requests will usually only be granted when they are at no additional cost to the school.
- 2.3 The Head Teacher will acknowledge receipt within seven days of request but will take the request to next governors meeting for approval. A copy of all documentation should be kept on the employee's personal file.
- 2.4 Sabbatical leave will be granted for a minimum of one month and a maximum of one year.
- 2.5 An employee embarking on a sabbatical will be allocated a nominated person within school to act as a point of contact during the break. This will normally be the line manager.
- 2.6 Both parties must discuss the employee's request to enter into a career break agreement and the arrangement must be properly documented using the Sabbatical Break Scheme.
- 2.7 If the employee is refused a sabbatical they have a right to appeal against the decision. This will be dealt with in accordance with the Appeals Policy.
- 2.8 If it is operationally viable, the Head Teacher should consider covering short career breaks of less than 12 months with fixed term staff. The individual is however still required to give 3 months' notice of their wish to return to work.



2.9 To maintain contact with the school the individual may request to return to work for the school for a maximum of 3 weeks per year. The Head Teacher will seek to provide paid work, at a level appropriate to their final grade at the start of the sabbatical. This will be at times which are mutually convenient.

# 3. Continuous Service

- 3.1 All terms and conditions under the contract of employment will remain, including the right to accrue paid leave and continuity of service. Employees who are members of the local Government Pension scheme, contributions must be paid whilst on parental leave, unless the break is longer than 30 days. For employees who are members of the Teachers Pensions Scheme, unpaid leave is not counted as reckonable service for pension purposes.
- 3.2 If an employee is due to receive an increment during their period of sabbatical leave, this will be payable on their return to work provided that performance before commencing sabbatical leave has been satisfactory.
- 3.3 If a redundancy situation arises, the employee must be treated as though s/he is at work.
- 3.4 During the period of the employee's sabbatical leave, the employee remains an employee of North Somerset Council on the normal terms and conditions of employment.

# 4. Right to Return to Work

- 4.1 The employee has the right to return to the same job in which he or she was employed under their original contract of employment and on terms and conditions not less favourable than those which would have been applicable had they not been absent.
- 4.2 However, there can be exceptions to this, as follows. Where it is not practicable by reason of redundancy for the authority to permit the employee to return to work in their original job, the employee shall be entitled to be offered a suitable alternative vacancy, where one exists. Any new job must be suitable to the employee and appropriate to the circumstances, and the capacity and place in which he or she is employed and the terms and conditions of employment must not be substantially less favourable than if they had been able to return in the job in which they were originally employed.
- 4.3 Suitable alternative employment may also be offered if exceptional circumstances occur (other than redundancy) whilst the employee is on sabbatical leave and would have occurred had the employee not been absent.

For example, a reorganisation may occur where it may be necessary to change an employee's post. Any new position offered to the employee must be suitable to and appropriate to the circumstances, and the capacity and place in which he or she is to be employed and the terms and conditions should not be less favourable.

4.4 If the employee decides not to return to work following a period of sabbatical leave, they must give notice of their resignation as soon as possible and in accordance with the terms and conditions of their contract of employment.



- 4.5 If the employee wishes to end their sabbatical leave early, they must make a written request to their line manager to do so, giving at least 3 months' notice wherever possible. If the employee wishes to return to work earlier than the eight week notice period, it is at the manager's discretion to consider such requests and decide whether or not it can be approved subject to business needs.
- 4.6 The school reserves the right to terminate the agreement if the individual:
  - Moves away permanently
  - Obtains primary employment with a different employer without prior agreement form the employer or
  - On expiry of the agreement does not confirm their wish to return to work.

## 5. Contractual Issues

The Sabbatical scheme agreement, signed by both parties, will define the arrangements as follows:

- Confirmation that the original contract of employment will be terminated with effect from the start of the sabbatical break
- Where the individual has requested it, the agreed periods of paid work that the school will seek to provide and the individual agrees to undertake.
- The support the school will provide to the individual in seek re-employment at the end of the break

## 6. Keeping in touch

6.1 The employee will be required to keep in contact with his/her line manager whilst on sabbatical leave, usually on a monthly basis, to be agreed with the line manager before sabbatical leave begins. This contact should ideally be by telephone or e-mail, but could alternatively be by post, depending on the employee's access to communications technology whilst they are away on sabbatical leave.

## 7. Working Whilst on Sabbatical Leave

7.1 The employee will not be permitted to take up alternative employment during sabbatical leave without the prior written permission of their Head Teacher. Any such request should be included in the employee's written application for sabbatical leave.

## 8. Conduct

- 8.1 Employees will continue to be employed by the council during any period of sabbatical leave and must therefore maintain conduct of the highest standard such that public confidence in their integrity is sustained.
- 8.2 All provisions as to confidential information will continue to apply.

## 9. Pensions

Individuals can seek advice from the Pensions Service on the possibility of being able to make additional contributions on re- employment.



# History of document

lssue No.	Author/Owner	Date Reviewed	Approved by Governors on	Comments
1.	School	February 2018	19.3.19	
2.	School	March 2020	11.03.2020	
3.	School	March 2021	10.03.2021	
4.	School	June 2024	26.06.2024	Two updated completed 2.1 Instead of three months' notice, suggested one long term notice and 2.3 Headteacher will acknowledge receipt within seven days of request but will take to next governors meeting for approval.

**Ravenswood School** 



# Sabbatical Leave Policy

## Appendix A

Sabbatical Scheme Agreement

This is an agreement which you enter with Ravenswood School about the contact which will be maintained while you are away and the steps which will be taken when you wish to return.

1. Parties to the Agreement

Employer North Somerset Council Ravenswood School Pound Lane Nailsea BS482NN Employee Address

2. Job Title, Grade, Work place, Date Commenced

You are presently employed as a ..... Your employment in this post began on...... You work ......hours per week for ......weeks per year. The pay range of this post is ...... Your workplace is .....

## 3. Terms and Conditions of the Sabbatical

#### 3.1 Resignation

#### 3.2 Prior to Starting a sabbatical

You will be invited to discuss with your Head Teacher the arrangement for the sabbatical and any anticipated career aspirations on your return. Ravenswood will be expected to provide a written reference. These initiatives are for your benefit. They should help to ensure that you return to the school in the most appropriate from of employment.

## 3.3 Keeping in touch

Your manager nominated to act as your mentor during the break is ...... Their role is to maintain contact and ensure your expertise. Before returning to work they will arrange a meeting with you to review and explore any training needs as well as to provide updates as required.



## 3.4 Return to work

You will inform the school at least a minimum of 3 months before you wish to return to employment, to allow them to plan an orderly return to work. A shorter notice can be agreed by

your nominated manager if a specific vacancy arises. A longer period may be more helpful. Note: NO GUARANTEE OF A JOB CAN BE MADE.

However the school will make extensive efforts to return you to the same type of role giving consideration to the grade and type of work which applied immediately before leaving. You should be aware that service prior to your sabbatical will count as continuous service for sickness, maternity and annul leave entitlements, but not for redundancy.