



Cedars Academy Career Break Policy & Procedure

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The Policy

1. The Aim

- 1.1. Cedars Academy recognises that a career break can provide benefits to both the employee and the academy, and aims to support (where possible and practical) employees managing the balance between work and home life.
- 1.2. Career breaks therefore provide employees with the opportunity to take an extended period of unpaid absence typically with the employee returning to take up employment with the academy.

2. Definition

- 2.1. A career break is an unpaid release from duties where the employee is not required to resign and will continue to be employed by the academy during their absence. It commences with the intention that the employee will return to work at an agreed date in the future.
- 2.2. A career break can be taken for a variety of reasons, for example:
 - to provide childcare
 - to care for dependent or disabled relatives
 - to study, train or develop
 - to work for a voluntary organisation
 - to pursue a personal interest
 - to travel
 - to recuperate from a long-term illness
- 2.3. The list is not exhaustive and there may be other reasons an employee may wish to apply for a career break.

3. Scope

- 3.1. The policy applies to all employees appointed by the Governing Body of the academy who have a minimum of 2 years' continuous service with the academy. In exceptional circumstances and entirely at the academy's discretion, an application from an employee with less than 2 years' service may be considered.
- 3.2. The Career Break Policy will:
 - ensure that the academy maintains and improves the quality of education provided for pupils by retaining the knowledge and skills of staff in the longer term;

- support the academy's aim to be a good employer that recognises personal and development needs and is sensitive and responsive to those needs;
- demonstrate to employees that the Governing Body is acting in the best interests of the academy;
- be implemented in a fair, consistent and responsible way;
- be made available to all employees.

4. Principles

- 4.1. A career break is unpaid and may last from 3 months to a maximum of 12 months. The duration of the break will be agreed by the academy on a case-by-case basis. The employee will remain in the employment of the academy for the duration of the break. In exceptional cases, and where possible and practicable, a break of less than 3 months may be taken by mutual agreement.
- 4.2. An employee may be permitted to take more than one career break provided that a period of at least 36 months has elapsed since the employee's return from their last break. A new application must be made under this policy for each break requested.
- 4.3. The granting of a career break and the duration of the break will be entirely at the academy's discretion.
- 4.4. This policy is non contractual and can be amended at any time.

5. Responsibilities

- 5.1. The Governing Body will
- administer this policy and procedure in conjunction with the head teacher and the human resources provider;
 - delegate authority to the head teacher and Finance and Staffing Committee to administer this policy and procedure;
 - count a career break of up to 12 months as continuous service;
 - cease all pay and benefits to the employee at the start of the break and only reactivate on the employee's return to work;
 - freeze an employee's current disciplinary sanctions for the period of the break.
- 5.2. The Finance and Staffing Committee will:
- consider applications positively balancing the needs of the academy and the employee;

- allow only those Governors who are not employed to work in the academy to be part of the decision making decisions when applications are considered;
- make reasonable efforts to contact and consult the employee as appropriate in the event that during the break an employee's position is affected by restructuring or redundancy;

5.3. The head teacher will:

- receive career break applications and assess eligibility;
- consider applications positively balancing the needs of the academy and the employee;
- agree the terms of the career break with the employee for inclusion in the agreement;
- ensure that employees are kept informed throughout the application process;
- maintain contact with any employee on a break;
- arrange appropriate temporary cover arrangements during the break;
- arrange and manage the employee's return to work;

5.4. The employee will:

- discuss the career break with the head teacher and submit the application in line with the procedure;
- agree the terms of the break with the head teacher for inclusion in the agreement;
- maintain professional and/or skills competencies whilst on the break;
- maintain contact with the nominated member of the SLT whilst on the break, providing up to date contact information throughout;
- raise any concerns in relation to the career break application process as part of their response at career break meetings;
- continue social contact by maintaining contact with colleagues to 'keep in touch';
- seek permission to undertake paid work during the break, if appropriate;
- commit to work for short periods at the academy (where this is mutually agreed and is compatible with the nature of the break);
- abide by the terms of the career break agreement including return to work on the agreed date.

6. Review

- 6.1. This Career Break Policy and Procedure was agreed by the Governing Body of Cedars Academy on 13th November 2017
- 6.2. It will be reviewed when necessary to take account of changes to any relevant legislation and advice issued by Human Resources.

The Procedure

1. The Application

- 1.1. Following an initial informal discussion with their SLT line manager and/or head teacher, an employee must formally apply for a career break by completing the career break application form.
- 1.2. The application form must be signed, dated and forwarded to the head teacher giving at least 12 weeks' notice of the proposed start date.
- 1.3. If after the initial informal discussion it is identified the employee wishes to apply for a career break due to ill health, they may be referred to Occupational Health for an assessment and advice on the application.
- 1.4. There may be certain circumstances where a career break may not be the most appropriate arrangement, where this is the case, an alternative which is more appropriate may be agreed in line with the academy's other policies and procedures.
- 1.5. When the request is from the head teacher, the head teacher must have the initial informal discussion with and submit the application form to the Chair of the Governing Body. The Chair of the Governing Body will refer this to the Finance and Staffing Committee for discussion and decision in line with section 2.3 to 2.7 below.

2. Response to the Application

- 2.1. On receipt of the application, the head teacher will meet with the employee to discuss the application within 5 working days of it being received. This provides an opportunity to discuss the application, the potential terms of the break, any difficulties and explore all options.
- 2.2. The head teacher will then in conjunction with the Finance and Staffing Committee determine whether the career break application can be supported. This decision will be confirmed in writing to the employee within 10 working days of the meeting.
- 2.3. The academy will bear in mind the following when considering an application:
 - the purpose of, or reasons for the break;
 - the length of the break;
 - the employee's length of service;
 - the employee's remaining length of employment contract;
 - whether the employee has taken a career break on a previous occasion and its details;
 - the needs and future success of the academy;
 - the need to retain the skills, knowledge and experience of the employee;
 - the benefit to the employee and the academy;

- the implications of agreeing the break, in terms of how easy or otherwise it will be to cover the role in the employee's absence;
 - the financial consequences for the academy (costs and benefits, return on training investment, cover costs etc);
 - whether or not the career break would offer an opportunity to change or review the current working practices in the academy.
- 2.4. This is non-exhaustive and therefore other factors may influence the academy's decision. In particular when applications include undertaking paid work it must be taken into account whether this would undermine the reason for the break or might be in competition or potential conflict with the academy.
- 2.5. If the head teacher and Finance and Staffing Committee determines the career break can be agreed, the head teacher will confirm this in writing to the employee and draw up an agreement with the employee detailing the terms and conditions of the break. This will be signed by the employee and the head teacher, and a copy will be held on the employee's personal file.
- 2.6. All applications will be looked at positively, whilst balancing the needs of both the academy and the employee. However, the academy does have the right to refuse the application after considering the factors above. An application may also be refused following advice provided by Occupational Health.
- 2.7. If the head teacher and Finance and Staffing Committee determines the academy is unable to agree to the career break, the Finance and Staffing Committee will write to the employee to inform them that their application has been refused and provide the reasons for refusal. The employee will then be given the opportunity to appeal.

3. The Appeal

- 3.1. If the employee is not satisfied with the decision and they feel they have sufficient grounds to be offered a career break then they have the right to appeal to the Appeals Committee of the Governing Body. The employee must appeal in writing to the Chair of the Governing Body within 10 working days of receiving the response from the Finance and Staffing Committee.
- 3.2. On receipt of an appeal, a meeting will be arranged with the Appeal's Committee of the Governing Body, the Chair of the Finance and Staffing Committee, head teacher and employee to discuss the reasons the application was refused and to hear the employee's case. The appeal meeting will occur no later than 10 working days from receipt of the appeal.
- 3.3. At least 5 working days prior to the appeal, the employee will be informed in writing of the date, time and location of the appeal meeting and the option to be accompanied by a trade union representative or work colleague. Any relevant documentation considered by the head teacher and Finance and Staffing Committee will be provided to all parties and the employee will be required to provide any documentation they wish to refer to 48 hours prior to the appeal meeting.

- 3.4. If the date is not suitable for the employee or the trade union representative or work colleague they must offer an alternative date which is within 5 working days of the original date.
- 3.5. At the meeting the employee will have the opportunity to present the reasons for and benefits of their career break application followed by the head teacher and Chair of the Finance and Staffing Committee presenting the reasons why they consider the application should be refused.
- 3.6. The final decision rests with the Appeal's Committee of the Governing Body and the outcome of the employee's appeal will be confirmed to the employee in writing within 5 working days of the appeal meeting.

4. Pay, Benefits and Terms and Conditions

- 4.1. All career breaks are unpaid.
- 4.2. All pay and benefits to the employee will cease at the start of the break and only reactivate on the employee's return to work, for example.
 - salary and incremental increases;
 - pension (contributions may be made up retrospectively);
 - accrual of annual leave and bank holidays.
- 4.3. The employee's terms and conditions will immediately on return to work reflect any changes to their terms and conditions of employment or structure changes (including redundancy) which may occur during the career break period.
- 4.4. Career breaks of up to 12 months will count as continuous service.
- 4.5. A career break agreement will be drawn up between the employee and the academy stipulating the terms and conditions of the break. Any breach to this agreement by the employee may result in disciplinary action.
- 4.6. The employee needs to be aware of potential effects of the break on their pension contributions and are strongly advised to contact the Tyne and Wear Pension Scheme (0191 424 4141) or the Teachers' Pension Scheme (0345 6066166) for further information.
- 4.7. All annual leave that has been accrued by non-teaching non term time only employees should be taken prior to the career break commencing. Any annual leave that has been taken but has yet to be accrued will be deducted from an employee's last payment of their salary before the break commences.
- 4.8. Any employee on a career break can apply for any advertised role that arises at academy, but will be required to accept the role at the time of offer and take up duties when required by the head teacher.

- 4.9. If the employee has been granted financial assistance for post entry training up to two years before the career break begins, and they do not return from their break, they will be required to repay 100% of the cost of that training including expenses received.

5. Contact during the Break

- 5.1. Any employee on a career break must provide the head teacher/SLT member with contact details for the period of the break and notify the head teacher if these details change.
- 5.2. The employee and the head teacher/SLT member should maintain reasonable contact during the career break period to make the return to work easier for both parties. The needs of each employee will vary according to their role and a balance must be drawn between providing too little or too much information, therefore in advance of the break commencing a discussion must occur as to the kind of contact necessary.
- 5.3. In addition the academy and the employee will consider career break contact days during the career break period. These are intended to facilitate a return to work for the employee. An employee may work for up to 10 career break contact days during the break without bringing their break to an end.
- 5.4. Contact days can include training courses, team meetings or other development activities which enable the employee to familiarise themselves with changes in academy and/or to their role.
- 5.5. The work can be consecutive or not and regardless of how many hours worked in one contact day, this will be classed as one occasion and deducted from the 10 days but will be capped at a normal day's pay. Payment for contact days can be made in hours and minutes.
- 5.6. Contact days must be by agreement, ideally in advance of the break commencing, and neither the head teacher nor the employee can insist upon attendance. The position may be varied after commencement of the break subject to the agreement of both the employee and the head teacher.
- 5.7. Any employee on a career break is expected to maintain any professional links and keep up to date with any significant developments in relation to their role.

6. Returning to Work

- 6.1. A return date must be agreed between the employee and the head teacher prior to the commencement of the career break. If the employee wishes to return early from a break they must write to the head teacher at the earliest opportunity and at least 2 months in advance of the date they wish to return.

- 6.2. In exceptional circumstances, such as the employee returning after caring for a terminally ill relative, the notice period may be shortened by the head teacher.
- 6.3. The head teacher will consider any amendment to the employee's return to work date, where this is possible and practicable, taking into account the needs of the academy and the employee. There may be circumstances where any earlier return to work date is not possible or practical. The head teacher in consultation with the Finance and Staffing Committee will confirm the decision made in writing to the employee with reasons if it cannot be agreed.
- 6.4. Any employee returning from a break will, where possible and practicable and subject to any academy restructuring (including redundancy), return to the role held prior to the commencement of the break.
- 6.5. In the event of the academy restructuring (including redundancy), the employee will be consulted with, where possible and practicable, and will be dealt with in line with the academy's redundancy policy and procedure to determine if a return to work is possible or not.
- 6.6. At least 6 weeks before the employee is due to return, discussions will occur between the employee and the head teacher/member of SLT regarding the return to work. These discussions will include assessing any refresher training needs.
- 6.7. Where there is a failure to return on the due date and no alternative dates have been agreed, the employee may lose their right to return to work due to the breaching of the career break agreement.

7. Returning to Work – following ill health

- 7.1. A return date must still be agreed between the employee and the head teacher prior to the commencement of a career break due to ill health, even if an actual return to work is not guaranteed.
- 7.2. The employee will be referred to the academy's occupational health service 6 weeks before the agreed return to work date. The referral to occupational health will be an assessment to determine the employee's fitness for work and to inform the academy of any adjustments needed to facilitate the return to work. The employee is required to attend this appointment.
- 7.3. Once the report is received from occupational health and an employee is deemed as being fit for work, a meeting will be held between the employee, the head teacher and the academy's human resources service regarding the return to work, focusing on the employee's health and information from occupational health. These discussions will include assessing any refresher training needs. The employee will be allowed to bring a trade union representative or work colleague to this meeting.

- 7.4. If the employee wishes to return early from a break they must still write to the head teacher at the earliest opportunity and at least 2 months in advance of the date they wish to return
- 7.5. The head teacher will consider any amendment to the employee's return to work date, where this is possible and practicable, taking into account the needs of the academy, the employee and information from occupational health. There may be circumstances where any earlier return to work date is not possible or practical. The head teacher in consultation with the Finance and Staffing Committee will confirm the decision made in writing to the employee with reasons if it cannot be agreed.
- 7.6. Any employee returning from a break will, where possible and practicable and subject to any academy restructuring (including redundancy), return to the role held prior to the commencement of the break.
- 7.7. In the event of the academy restructuring (including redundancy), the employee will be consulted with, where possible and practicable, and will be dealt with in line with the academy's redundancy policy and procedure to determine if a return to work is possible or not.
- 7.8. If the employee is unfit to return to work when the break ends then they will be required to submit fit notes with effect from the agreed return to work date. The academy together with their human resources provider will then recommence the sickness absence management procedure at the point this process was suspended (the start of the career break).
- 7.9. Where there is a failure to return on the agreed date and no alternative dates have been agreed or a fit note has not been provided, the employee may lose their right to return to work due to the breaching of the career break agreement.

8. Resigning from Work

- 8.1. If an employee decides to resign from their post and academy during the career break, they must submit a written resignation to the head teacher in accordance with their contractual notice period.

CEDARS ACADEMY CAREER BREAK APPLICATION FORM

Employee Details		
Name of Employee		
Employee ID		
Job Title		
Proposed Career Break Details		
Proposed Dates	From	To
Reason for career break:		
Impact of career break <i>(please provide details of the impact on the academy, its students and your colleagues and how this may be overcome)</i>		
Benefits of career break <i>(please provide details of the benefits on the academy, its students and your colleagues)</i>		
Further information in support of your application <i>(please include details of proposed paid work for other organisations during the course of the career break)</i>		

<p>Current training provided <i>(please provide details of any training supported by the academy)</i></p>	
<p>Previous career breaks <i>(please provide details)</i></p>	

Employee Declaration

I wish to apply for an extended period of unpaid leave under the Career Break Policy and Procedure. I confirm therefore confirm that:

- I have read and understood the Career Break Policy and Procedure
- I will complete with the head teacher and sign a Career Break Agreement prior to my break, should my break be agreed.

Employee signature _____

Date _____

Please submit this request to the head teacher

Head Teacher Declaration

I can confirm that I received this career break application from the above employee on ____/____/____ and that in line with the Career Break Policy and Procedure I must arrange a meeting with the employee in 5 working days to discuss the application.

Head teacher signature _____

Date _____

CAREER BREAK AGREEMENT

Employee Details			
Name of Employee			
Employee ID			
Details of Employment prior to the Career Break			
Job Title			
Pay			
Career Break Details			
Reason for break			
Length of break			
Dates	From	To	
Terms of the Career Break			
You will not be allowed to do paid work (other than existing declared outside employment) for another organisation in the course of your break	Yes		No
You will be allowed to do paid work in the course of your break (<i>please complete below</i>)	Yes		No
Type of work agreed			
Period of work agreed			
Contact Details <i>Please detail the contact details at commencement of the break</i>			

<p>Arrangements for contact <i>Please detail the agreed frequency of contact and method at commencement of the break</i></p>	
<p>Arrangements for any contact in academy <i>Please detail the arrangements for any days of contact</i></p>	

Contractual Information

- Your career break will count as continuous service.
- Your pay and benefits will be frozen from the start of your break and will only be reactivated on your return to work.
- Your current disciplinary sanctions will be frozen for the period of your break.
- All reasonable efforts will be made to contact and consult with you in the event of any changes to the structure of the academy or to your terms and conditions of employment.
- Your terms and conditions of employment will immediately on your return to work reflect any changes to your terms and conditions of employment or structure changes (including redundancy) which may occur during your break.
- Any annual leave that you have taken prior to your break, but have not yet accrued, will be deducted from your last payment of salary.
- Your pension may be effected by your break for further details you should contact Tyne and Wear Pension Fund on 0191 424 4141 or Teachers Pension Scheme on 0345 6066166.
- If you have been granted financial assistance for post entry training up to two years before your break begins and you do not return from your break then you will be required to repay 100% of the cost of the training including expenses received.
- You must abide by your contractual notice periods if you wish to leave your post and the academy whilst on the break, you will write to the head teacher if you wish to resign.

Contact

- You agree to maintain reasonable contact with the head teacher as agreed
- You agree to update your contact details with the head teacher, if these were to change.
- You agree to work, attend training or participate in developmental activities, if required and where practicable, for up to 10 days. You will be paid for that attendance.

Returning to Work

- You will return to work on the date agreed with the head teacher.

- If you wish to terminate your break earlier than the return date agreed, then you will contact the head teacher for approval, giving 2 months' notice of your changed return to work date.
- You will discuss with the head teacher the work that you will return to at least 6 weeks, or such other period as may be agreed, before your return to work.
- If necessary you will attend an appointment with occupational health to inform the meeting regarding your return to work.
- On your return to work you will, where possible and practicable, return to the role you held prior to commencement of your break. If it is not practicable for you to return to this role, this will be fully discussed with you prior to your return to work.

Employee Declaration

I have read and agree to abide by the academy's Career Break Policy and Procedure. By signing this career break agreement, I agree to all the terms and conditions contained within this document.

I understand that if I breach any of the terms of the agreement then this may result in the termination of that agreement by the academy and the possibility of disciplinary action.

Signature: _____

Date: _____

Head Teacher Declaration

I agree to all the terms and conditions contained within this agreement and those conditions set in the academy's Career Break Policy and Procedure.

Signature: _____

Date: _____