



For all schools within the Bosco Catholic Education Trust

**This Capability Policy has been approved and adopted by the Bosco
Catholic Education Trust.**

December 2024

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The Bisco Catholic Education Trust is a Christ-centred family of Catholic academies within the Diocese of Arundel and Brighton, working together as one body to provide an outstanding education for all. As Catholic schools, we endeavour to develop confident, compassionate and faithful young people. Through partnership, collaboration and mutual support, we seek to enable all those entrusted to our care to become the person God called them to be.

“Serve the Lord joyfully”

In this Capability Policy and Procedure, unless the context otherwise requires, the following expressions shall have the following meanings:

- i ‘Academy’ means the school named at the beginning of this Capability Policy and Procedure and includes all sites upon which the Academy undertakings, from time to time, being carried out. Each school within the Bisco Catholic Education Trust has Academy Status**
- ii ‘Academy/Trust Company’ means the company responsible for the management of the Bisco Catholic Education Trust (BCEI) and for all purposes, means the employer of staff at all its schools**
- iii ‘Board’ means the board of Directors of the Bisco Catholic Education Trust.**
- iv ‘Capability due to ill health’ means any health condition or any other physical or mental quality which results in unsatisfactory performance. In these cases, the Sickness Absence Policy and Procedure will apply.**
- v ‘Capability due to lack of competence’ means a lack of skill or aptitude leading to unsatisfactory performance. In these cases, this Capability Policy and Procedure will apply.**
- vi ‘Chair’ means the Chair of the Board or the Chair of the Local Governing Committee of the Academy.**
- vii ‘Clerk’ means the Clerk to the Board as appointed from time to time.**
- viii ‘Companion’ means a willing work colleague not involved in the substance of the employee’s performance issues under review by this Capability Policy and Procedure, a trade union official, or an accredited representative of a trade union or other professional association of which the employee is a member who should be available for the periods of time necessary to meet the timescales under this Capability Policy and Procedure.**
- ix ‘Diocesan Schools Commission’ means the education service provided by the diocese in which the Academy is situated, which may also be known, or referred to, as the Diocesan Education Service.**
- x ‘Directors’ means directors appointed to the Board from time to time.**

- xi** 'Governing Board' means the body carrying out the employment functions of the Academy/Trust Company in relation to the Academy and such term may include the BCET Board and/or the Local Governing Committee of the Academy
- xii** 'Governors' means (if appropriate to the context), the governors appointed and elected to the Local Governing Committee, from time to time
- xiii** 'Head teacher' means the most senior teacher in the Academy who is responsible for its management and administration. Such teacher may also be referred to as the Head of School or Principal
- xiv** 'Local Governing Committee' means (if appropriate to the context), the Governors appointed to carry out specified functions in relation to the Academy as delegated by the Academy/Trust Company;
- xv** 'Misconduct' means any action or inaction which contravenes the provisions of the employee's contract of employment, the rules laid down by the Academy/Trust Company and/or any Professional Code of Conduct and Practice. In such cases the Disciplinary Policy and Procedure will apply and the Capability Policy and Procedure may also apply;
- xvi** 'Vice Chair' means the Vice Chair of the Board as elected from time to time
- xvii** 'Working Day' means any day on which you would ordinarily work if you were a full-time employee. In other words, 'Working Day' will apply differently to teaching and non-teaching staff. However, part-time and full-time staff will not be treated differently for the purposes of implementing this Appraisal Policy and Procedure
- xviii** 'Working Week' means any week that you would ordinarily work

1.1 This Capability Policy and Procedure applies to you if you are an employee or worker at the Academy (hereinafter referred to as an "employee" or "you").

1.2 The purpose of this Capability Policy and Procedure is to establish a structure to support employees in improving their performance to the standards expected and to take appropriate action to address identified performance weaknesses, where there has not been sufficient improvement, following support being provided pursuant to the Appraisal Policy and Procedure. Prior to progressing to this policy, the Manager will have raised the concerns with the employee and followed the appraisal policy giving the employee the opportunity to respond and redress the situation/ performance concerns with the appropriate guidance, support and any relevant training.

1.3 This Capability Policy and Procedure shall be invoked when there is an identified need to address, with a view to remedying capability due to lack of competence.

14 The Academy Trust Company delegates its authority in the manner set out in this policy.

Other

- 473** explain the support that will be provided, and detail how your performance will be monitored and supported over a period of time, referred to in this Capability Policy and Procedure as the Assessment Period
- 474** identify a reasonable timetable for improvement and provide a date for the Second Capability Meeting to be held at the end of the Assessment Period, and
- 475** state that failure to improve may lead to dismissal

48 The length of the Assessment Period following a First Written Warning will be at least 4 Working Weeks and no more than 12 Working Weeks

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54 the Capability Manager will adjourn the Second Capability Meeting. The Capability Manager will confirm the outcome of the Second Capability Meeting in writing to you within 5 Working Days of the date of the Second Capability Meeting. The potential outcomes of a Second Capability Meeting are that:

541 The Capability Manager concludes that the standard of your performance is satisfactory you will no longer be subject to this Capability Policy and Procedure. The Academy/Trust Company's Appraisal Policy and Procedures shall resume. However, if the required standard of performance is not sustained during the life of the First Written Warning the Capability Manager will recommence the Capability Procedure at the stage it was previously concluded and you will be notified of this in writing.

542 The Capability Manager concludes that some progress has been made and that with a further period of monitoring an acceptable level of performance will be achieved, the Capability Manager may determine that you should be subject to an Additional Assessment Period of up to 4 Working Weeks. If at the end of this Additional Assessment Period, the Capability Manager concludes that your performance is satisfactory, you will no longer be subject to this Capability Policy and Procedure.

543 The Academy/Trust Company's Appraisal Policy and Procedures shall resume. However, if the required standard of performance is not sustained during the life of the First Written Warning the Capability Manager will recommence the Capability Procedure at the stage where it was previously concluded and you will be notified of this in writing.

543 The Capability Manager will adjourn the Second Capability Meeting or at the end of the Additional Assessment Period referred to in Paragraph 542 above, that no, or no sufficient, improvement has been made so that your performance remains unsatisfactory, you will be given a Final Written Warning. Paragraph 543 of the Capability Policy and Procedure shall apply. If at the end of the Additional Assessment Period, the Capability Manager concludes that your performance is satisfactory, you will no longer be subject to this Capability Policy and Procedure.

61 At least 5 Working Days prior to the Final Capability Meeting which you will have been invited to in accordance with Paragraph 5.43 above, the Final Capability Manager will send you a Final Performance

- 671** if your contract of employment contains a garden leave clause the Academy/Trust Company may exercise that clause so that you are not required to attend the Academy during the notice period but remain employed and so bound by the terms of your contract of employment until the expiry of the notice period, or
- 672** if your contract of employment contains a payment in lieu of notice clause the Academy/Trust Company may exercise that clause to bring your contract to an end with immediate effect.

- 761** the Appeal Manager may uphold the decision of the Capability Manager or Final Capability Manager; or
- 762** the Appeal Manager may uphold the employee's appeal, overturn the decision of the Capability Manager or Final Capability Manager and refer the matter back to the Capability Manager or Final Capability Manager for reconsideration
- 77** Should an appeal against dismissal be successful, you will be reinstated with no break in your continuous service
- 81** Directors' Capability and Appeal Panels shall comprise the same staff Directors not previously involved in the matter and shall not comprise the Chair or Vice Chair unless there are insufficient numbers of non staff Directors not previously involved in the matter; in which case the Chair and/or Vice Chair may be appointed to a Directors' Capability or Appeal Panel
- 82** In the event that there are insufficient numbers of Directors available to participate in a Directors' Capability or Appeal Panel, the Academy/Trust Company may appoint associate members solely to participate in the appropriate Directors' Capability or Appeal Panel on the recommendation of the Diocesan Schools Commission
- 91** If you are the subject of a Capability Meeting you may be accompanied by a Companion
- 92** You must let the relevant Manager know who your Companion will be at least one Working Day before the relevant meeting
- 93** If you have any particular reasonable need, for example, because you have a disability, you can also be accompanied by a suitable helper:
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