



## **1 BOSCO CATHOLIC EDUCATION TRUST MISSION STATEMENT**

**The Bosco 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’**

## **2 DEFINITIONS**

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

- 21 ‘Academy’ means the academy named at the beginning of this Disciplinary Policy and Procedure and includes all sites upon which the Academy undertakes its activities, from time to time, being carried out. Each school within Bosco Catholic Education Trust has academy status.**
- 22 ‘Academy/Trust Company’ means the company responsible for the management of the Bosco Catholic Education Trust (BCEI) and, for all purposes, means the employer of staff at its schools.**

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**43** Informal advice and guidance may be provided verbally or in writing but will always be noted in writing on your personnel records. Where informal advice and guidance is provided verbally and noted on your personnel records you will be provided with a copy of the note. The provision of informal advice and guidance may be referred to at a later stage to evidence that an informal approach was attempted and to



**512** During periods of suspension, the Academy/Trust Company may take such steps as are necessary to cover your workload

**513**

whether the Chair and/or the Directors' Disciplinary Panel should act in these circumstances will be made by the Chair, whose decisions shall be final.

## **7 FORMAL PROCESS**

### **71 Step 1- Investigation**

**71.1 The Investigating Manager will conduct an investigation into the alleged Misconduct in a timely manner. The Investigating Manager should not have any previous involvement in the matter.**

**71.2 The Investigating Manager may appoint any other person from within the Academy and/or the Academy Trust Company or an external third party to assist in the investigation.**

**71.3**









**832** For the avoidance of doubt the notice period commences immediately and does not await the outcome of any appeal

**833** In the event that your employment is terminated in accordance with this Paragraph 83

**8331** if your contract of employment contains a garden leave clause the Board 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

**8332** if your contract of employment contains a payment in lieu of notice clause the Board may exercise that clause to bring your contract to an end with immediate effect.

#### **84** Dismissal without notice or termination payment

**841** Dismissal without notice or termination payment (also known as Summary Dismissal)



## **9 DIRECTORS PANES**

- 91** Directors' Disciplinary and Appeal Panels shall comprise three non 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' Disciplinary or Appeal Panel
- 92** In the exceptional event that there are insufficient numbers of Directors available to participate in a Directors' Disciplinary or Appeal Panel, the Academy/Trust Company may appoint associate members solely to participate in the appropriate Panel on the recommendation of the Diocesan Schools Commission

## **10 COMPANION**

- 101** If you are the subject of disciplinary allegations which lead to you being invited to an interview or meeting pursuant to this Disciplinary Policy and Procedure, you may be accompanied at such interview or meeting by a Companion
- 102** You must let the relevant Manager know who your Companion will be at least one Working Day before the relevant interview or meeting
- 103** If you have any particular reasonable need, for example, because you have a disability, you can also be accompanied by a suitable helper:
- 104** Your Companion can address the relevant interview or meeting in order to
- 1041** put your case;
  - 1042** summarise your case;
  - 1043** respond on your behalf to any views expressed at the relevant interview or meeting and
  - 1044** ask questions on your behalf
- 105** Your Companion can also confer with you during the relevant interview or meeting
- 106** Your Companion has no right to
- 1061** answer questions on your behalf;
  - 1062** address the relevant interview or meeting if you do not wish it; or
  - 1063** prevent you from explaining your case
- 107** Where you have identified your Companion and they have confirmed in writing to the relevant Manager that they cannot attend the date or time set for the relevant interview or meeting the relevant interview or meeting will be postponed for a period not in excess of five Working Days from the date set by the Academy/Trust Company to a date and time agreed with your Companion. Should your Companion subsequently be unable to attend the rearranged date, the meeting may be held in their absence or written representations will be accepted

## **11 TIMING OF INTERVIEWS AND MEETINGS**

- 11.1** The aim is that interviews and meetings under this Disciplinary Policy and procedure will be held at mutually convenient times but depending on the circumstances, interviews and meetings may:
- 11.1.1** need to be held when you were time tabled to teach (if that is appropriate to your role);
  - 11.1.2** exceptionally be held during planning, preparation and administration time if this does not impact on lesson preparation (if that is appropriate to your role);
  - 11.1.3** exceptionally be held after the end of the Academy day;
  - 11.1.4** not be held on days on which you would not ordinarily work;
  - 11.1.5** be extended by agreement between the parties if the time limits cannot be met for any justifiable reason

**11.2** Where an employee is persistently unable or unwilling to attend an interview or meeting without good cause the relevant manager will make a decision on the evidence available

## **12** VENEFORNIEVMSORMEINGS

**If the allegations are sensitive the relevant Manager may hold the interview or meeting off the Academy site to minimise any distress to the employee**

## **13** ASSSIANCE

**13.1** In any case concerning the religious character of the Academy/Trust Company and/or the

