Our Lady of Lourdes Primary School

DISCIPLINARY POLICY AND PROCEDURE

OUR LADY OF LOURDES

Disciplinary Policy and Procedure

‘In God, we are, we know, we act’

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Validation grid

Title	Disciplinary Policy and Procedure
Author	Barbara Costa and Catholic Education Service
Associate Author	
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Headteacher Barbara Costa Barbara Costa

Chair of Governors Fiona Kerin

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DEFINITIONS

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

i. 'Chair' means the Chair of the Governing Body as appointed from time to time.

ii. 'Clerk' means the Clerk to the Governing Body as appointed from time to time.

iii. 'Companion' means a willing work colleague not involved in the subject matter of the disciplinary proceedings against an employee under this Disciplinary Policy and Procedure, or a trade union official, 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 Disciplinary Policy and Procedure.

iv. 'Diocesan Schools Commission' means the education service provided by the diocese in which the School is situated, which may also be known, or referred to, as the Diocesan Education Service.

v. 'Governing Body' means the governing body of the School as constituted from time to time.

vi. 'Governors' means the governors appointed or elected to the Governing Body of the School, from time to time.

vii. 'Headteacher' means the most senior teacher in the School who is responsible for its management and administration.

viii. 'Misconduct' means any action or inaction which may contravene the provisions of the employee's contract of employment, the rules laid down by the Governing Body 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.

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ix. 'School' means the school or college named at the beginning of this Disciplinary Policy and Procedure and includes all sites upon which the School undertaking is, from time to time, being carried out.

x. 'Vice-Chair' means the Vice-Chair of the Governing Body as elected from time to time.

xi. '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 Disciplinary Policy and Procedure.

1. SCOPE

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

1.2 The purpose of this procedure is to provide a structure to address any issues or concerns that the Governing Body may have relating to an employee's conduct.

1.3 An employee is entitled to have access, by arrangement, to their personnel file and to request the deletion of time-expired records in line with the provisions of the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

1.4 The Governors delegate their authority in the manner set out in this policy.

1.5 There may be some occasions where an employee's lack of capability could also be described as lack of competence. This Disciplinary Policy and Procedure and the School's Capability Policy and Procedure may be used concurrently whilst the School endeavours to ascertain if the employee's lack of capability is due to Misconduct, (for example, where the employee is capable of reaching the required standard but has taken active steps not to do so), or lack of competence.

1.6 There may be occasions where an employee's conduct could relate to their health. This Disciplinary Policy and Procedure may be used concurrently with the School's Sickness Absence Policy and Procedure. In particular, if an employee is absent from School on sick leave following this Disciplinary Policy and Procedure being invoked, the School may use its Sickness Absence Policy and Procedure if it is appropriate in the specific circumstances. The process of managing unsatisfactory behaviour using this Disciplinary Policy and Procedure will not necessarily cease where the employee is absent on the grounds of illness.

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1.7 Subject to Paragraphs 1.5(a) and (b) of the School's Grievance Resolution Policy and Procedure, there may be occasions when an employee brings a grievance pursuant to the School's Grievance Resolution Policy and Procedure in connection with actions taken under this Disciplinary Policy and Procedure. This shall not lead to any automatic delay or pause in the conduct of any matters under this Disciplinary Policy and Procedure. In such circumstances, the employee and the Headteacher, or in the case where the disciplinary matter relates to the Headteacher, the Chair, will meet to discuss whether or not the Disciplinary Policy and Procedure should be suspended whilst the grievance is dealt with. The final decision as to whether or not to suspend the Disciplinary Policy and Procedure in such circumstances will be taken by the Headteacher or the Chair (as appropriate) and their decision shall be final.

1.8 There may be occasions where this procedure needs to be modified, for example to comply with the requirements of the School's Child Protection and Safeguarding Policies, by allowing the Local Authority Designated Officer to offer advice to the Governing Body at appropriate stages, or where an employee has a disability which means that reasonable adjustments need to be made to this procedure. Where the School's Child Protection and Safeguarding Policies are invoked, this Disciplinary Policy and Procedure may be suspended until such time as the Governing Body determines, in its sole discretion, that it is appropriate to resume it.

1.9 The School is committed to ensuring respect, objectivity, belief in the dignity of the individual, consistency of treatment and fairness in the operation of this Disciplinary Policy and Procedure. This commitment extends to promoting equality of opportunity and eliminating unlawful discrimination throughout the School community.

1.10 This Disciplinary Policy and Procedure offers opportunities to ensure justice for teachers, support staff and pupils alike and has the potential for the expression of Christian qualities such as honesty, self-knowledge, respect for others and their gifts, recognition of the needs and achievements of others, challenge of self and others, personal growth and openness.

1.11 The School's Appraisal Policy and Procedure and Capability Policy and Procedure do not form part of this Disciplinary Policy and Procedure but relevant information from the appraisal and/or capability process, including Appraisal Reports, may be taken into account in relation to the operation of this Disciplinary Policy and Procedure.

1.12 The management of disciplinary issues and related investigations will be treated in confidence as far as possible by all parties involved at all stages of this Disciplinary Policy and Procedure.

1.13 The School will maintain records of all interviews and reviews which take place under this Disciplinary Policy and Procedure for a period of up to 12 months or longer where necessary and where there is an applicable lawful basis under the GDPR for extending the retention period. All data and evidence collected is to be shared between all the relevant parties, including the employee, where there is an applicable lawful basis under the provisions of the GDPR.

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2. INFORMAL ADVICE AND GUIDANCE

2.1 Sometimes potential disciplinary issues can be resolved informally in the workplace. This involves drawing the employee's attention to the perceived unsatisfactory conduct, discussing the situation and agreeing an appropriate way forward including any improvement required.

2.2 Your line manager may give you informal advice and guidance at any time about any conduct falling short of the standard expected and in many cases, the right word at the right time and in the right way may be all that is needed. Where appropriate, support will be provided by your line manager.

2.3 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 demonstrate the success or failure of such an approach. Except in exceptional circumstances, records of the provision of informal advice and guidance will not be kept for longer than 6 months. The provision of informal advice and guidance is not a disciplinary sanction. Employees have the right to have their response to any informal advice and guidance provided, recorded in writing on their personnel records.

2.4 Failure to comply with any informal advice and guidance provided will not, on its own, be used as justification for issuing a higher form of sanction than would otherwise have been imposed under the formal process.

2.5 Consideration will be given to any difficulties which an employee may be facing, and the School will provide reasonable support and assistance to help the employee to overcome them. Such support and assistance may include, where appropriate, the School seeking appropriate medical or other advice regarding the effective management of any disciplinary issues.

3. SUSPENSION

3.1 In cases where the Investigating Manager (as appointed pursuant to Paragraph 4) considers that it is appropriate, the Headteacher, or in the case of a decision regarding the suspension of the Headteacher, the Chair, may take the decision to suspend an employee for a period of up to ten Working Days.

3.2 Where the circumstances allow, the employee will be given the opportunity to attend a suspension meeting to respond to the recommendation to suspend before a decision is taken to suspend. This response should not be a response to the disciplinary allegation(s) but a response as to whether suspension is appropriate in the circumstances. The employee may be accompanied by a Companion during the suspension meeting, where practicable.

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3.3 A record will be kept of the determined purpose for the suspension for a period of up to 12 months and of any alternatives to suspension that were considered.

3.4 The Headteacher must inform the Chair of the suspension. Where it is the Headteacher who has been suspended, the Chair must inform the Governing Body (excluding staff Governors).

3.5 The period of suspension referred to in Paragraph 3.1 may be extended, subject to review by the Chair. The reason(s) for extending the suspension along with the length of the extension will be confirmed in writing as soon as is reasonably practicable following a decision to extend being made.

3.6 Only the Governing Body may end a suspension.

3.7 Notification of suspension should ideally be undertaken in person but may, where the circumstances dictate, be notified to the employee in writing. If notification of suspension is undertaken in person it will be confirmed in writing.

3.8 ACAS suggests that suspension may, whilst investigations are carried out, be appropriate where:

(a) relationships have broken down;
(b) gross Misconduct is alleged;
(c) there are reasonable concerns that evidence or witnesses could be prejudiced by the employee's presence during the investigation;
(d) there are responsibilities to other parties;
(e) it is necessary for the protection of pupils, staff or property; and/or
(f) the presence at work of the employee under investigation may be an obstacle to a proper investigation.

3.9 Suspension does not constitute a disciplinary sanction. It is a neutral act intended to ensure an effective investigation can take place. You will receive full pay and benefits during any period of suspension (unless you are otherwise absent from work due to sickness or other leave and have exhausted the pay entitlements connected to such absence). Periods of suspension will be as brief as possible and will be kept under review. For periods of suspension lasting 20 Working Days or longer, they will be reviewed at least every 20 Working Days.

3.10 During a period of suspension, the School may require that you do not:

(a) attend the School at any time (except with the prior agreement of the Headteacher or Chair);
(b) communicate in any way with parents, pupils, Governors or any other third party connected to the School except:
    i. with the prior written agreement of the Headteacher/Chair; or

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ii. where following an investigation, you are called to a formal Disciplinary Meeting, when you may then approach parents, pupils, Governors or any other third party connected to the School as potential witnesses but this must be done via the Investigating Manager to avoid any data breach or breach of confidentiality;

(c) discuss the fact of your suspension or the fact, or nature, of the allegations against you with any member of staff except:

i. with the prior written agreement of the Headteacher/Chair;

ii. for communication with your Companion where your Companion is a Trade Union representative;

iii. where you are called to an interview with the Investigating Manager, a Disciplinary Meeting or a suspension meeting, when you approach a Companion who is a colleague; or

iv. where you are called to a formal Disciplinary Meeting, you may approach work colleagues as potential witnesses in support of your case, but this must be done via the Investigating Manager to avoid any data breach or breach of confidentiality.

3.11 During periods of suspension the School may suspend your access to your email account and to the Managed Learning Environment (MLE)/Virtual Learning Environment (VLE).

3.12 During periods of suspension the School may take such steps as are necessary to cover your workload.

3.13 During any period of suspension your contractual duties to the School and to the Governing Body (whether express or implied) remain in force and enforceable.

3.14 During any periods of suspension, the Headteacher, or where it is the Headteacher who has been suspended, the Chair, will appoint an appropriate member of staff, or in the case of the suspension of the Headteacher, a member of the Governing Body, to act as a point of contact for you. This individual will not be able to discuss the disciplinary issue with you, but will be responsible for keeping you informed of any relevant workplace developments and maintaining your relationship with the School.

4. INVESTIGATING, DISCIPLINARY AND APPEAL MANAGERS

4.1 The table below sets out the persons to be appointed throughout the stages of the disciplinary procedure depending on the person who is the subject of the disciplinary proceedings:

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Employee Level	*Investigating Manager*	*Disciplinary Manager*	*Appeal Manager*
Headteacher	Chair or a non-staff Governor (other than the Vice-Chair) appointed by the Chair	Governors' Disciplinary Panel appointed by the Vice-Chair	Governors' Appeal Panel appointed by the Vice-Chair
Other Leadership Spine and School Business Manager	Headteacher	Governors' Disciplinary Panel appointed by the Chair	Governors' Appeal Panel appointed by the Vice-Chair
Other Teaching Staff	Headteacher or a sufficiently senior member of staff appointed by the Headteacher	Governors' Disciplinary Panel appointed by the Chair	Governors' Appeal Panel appointed by the Vice-Chair
Other Support Staff	Headteacher or a sufficiently senior member of staff appointed by the Headteacher	Governors' Disciplinary Panel appointed by the Chair	Governors' Appeal Panel appointed by the Vice-Chair

4.2 In cases relating to any alleged gross Misconduct that would bring the School into disrepute, particularly in relation to its religious character, the Chair may act as Investigating Manager regardless of the level of the employee involved [and the Disciplinary Manager may be the Governors' Disciplinary Panel, not including the Chair].

5. FORMAL PROCESS

5.1 **Step 1 - Investigation**

5.1.1 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.

5.1.2 The Investigating Manager may appoint any other person from within the School or an external third party to assist in the investigation.

5.1.3 The Investigating Manager will notify you in writing of the fact of the investigation, the allegations made, the terms of reference for the investigation and they will provide you with a copy of this Disciplinary Policy and Procedure. The investigation will include a face to face interview with you apart from in exceptional circumstances. In the event of a face-to-face

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interview you will be notified at least 5 Working Days beforehand. You may, if you wish, provide a written statement or response to the Investigating Manager.

5.1.4 You are required to co-operate fully with the Investigating Manager to ensure that the investigation can be completed as swiftly and thoroughly as possible and, in any event, within a reasonable timeframe.

5.1.5 At the conclusion of the investigation, the Investigating Manager will produce an Investigation Report setting out, in detail, the allegations made in respect of your conduct, the evidence considered and a recommendation that either:

(a) a Disciplinary Manager be appointed and a Disciplinary Meeting be convened in accordance with Step 2 below; or
(b) there is insufficient evidence to support the allegations of Misconduct to proceed in accordance with Step 2 below and no further action will be taken under this Disciplinary Policy and Procedure; or
(c) a Disciplinary Meeting is not required despite evidence to support the allegations of Misconduct, but informal advice and guidance should be issued to you in accordance with the provisions of Paragraph 2 of this Disciplinary Policy and Procedure; or
(d) there is no case to answer.

5.1.6 In all circumstances, you will be sent a copy of the Investigation Report as soon as is reasonably practicable following the end of the investigation. As a guide, from the time the Investigating Manager begins their investigation, the Investigation Report will normally be produced within 15 Working Days where the matter is straightforward. For allegations of gross Misconduct and more complex cases, the Investigation Report should be produced within 20 Working Days. In very complex or exceptional circumstances, a reasonable timescale will be determined by the Investigating Manager and will be notified to you in writing.

5.2 **Step 2 – Disciplinary Meeting**

5.2.1 If the Investigation Report contains a recommendation that you must attend a formal disciplinary meeting ("the Disciplinary Meeting") with the Disciplinary Manager appointed, the Investigating Manager will write a letter to you inviting you to the Disciplinary Meeting. Such letter will be sent within 5 Working Days of you being provided with the Investigation Report. If dismissal is a possible outcome this will be stated in the Investigating Manager's letter. The letter shall state that any documentation you wish to rely on and details of any witnesses that you wish to call on your behalf must be submitted at least 2 Working Days in advance of the Disciplinary Meeting.

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5.2.2 The Disciplinary Meeting shall take place at least 5 Working Days after the date of the Investigating Manager's letter sent to you in accordance with Paragraph 5.2.1. above. Appendix A sets out details of the process that will be followed in any Disciplinary Meeting.

5.2.3 In advance of, and at the Disciplinary Meeting, the Disciplinary Manager shall consider:

(a) evidence presented in support of the allegations of Misconduct against you;
(b) evidence presented in defence of the allegations of Misconduct against you; and
(c) where Misconduct is admitted, whether in whole or in part, any evidence you have in mitigation.

5.2.4 The Disciplinary Manager may adjourn the Disciplinary Meeting (for a period of up to 15 Working Days) to allow for further investigations in the light of your evidence or any other matter that may arise during the meeting and will reconvene the Disciplinary Meeting to give you an opportunity to comment on any further evidence produced by further investigations. You will be provided with at least 5 Working Days written notice of any reconvened Disciplinary Meeting.

5.2.5 Written or oral evidence can be presented at the Disciplinary Meeting. If written evidence is to be relied upon, you will be provided with it prior to the Disciplinary Meeting and you will be given a reasonable opportunity to comment on it during the Disciplinary Meeting if you attend the meeting. If you do not attend the Disciplinary Meeting, you will be given an opportunity to provide written responses to any written evidence presented.

5.2.6 If oral evidence is heard at the Disciplinary Meeting, you will be given an opportunity to comment on it either by (a) attending the Disciplinary Meeting or (b) reviewing the notes of that oral evidence after the Disciplinary Meeting (if you were not present at the Disciplinary Meeting when such oral evidence was given). In the event of (b) you must provide any response to the notes of the oral evidence within 5 Working Days of being provided with the same.

5.2.7 Once all the evidence has been considered, the Disciplinary Manager will confirm the outcome of the Disciplinary Meeting or reconvened Disciplinary Meeting, in writing to you within 5 Working Days of the date of the Disciplinary Meeting or the reconvened Disciplinary Meeting, or receipt of your responses to the notes of the oral evidence provided to you in accordance with Paragraph 5.2.6 above (as appropriate), ("the Disciplinary Decision Letter"). The potential outcomes of a Disciplinary Meeting are as follows:

(a) the imposition of a formal disciplinary sanction in accordance with Paragraph 6; or
(b) that, on balance, there is insufficient evidence to substantiate the allegations made against you and so the disciplinary proceedings will be terminated and no further action will be taken under this Disciplinary Policy and Procedure; or

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(c) a formal disciplinary sanction is not required despite evidence to support the allegations of Misconduct, but informal advice and guidance should be issued to you in accordance with the provisions of Paragraph 2 of this Disciplinary Policy and Procedure; or
(d) that there is no case to answer.

5.2.8 You will be provided with a copy of the notes from the Disciplinary Meeting with the Disciplinary Decision Letter.

5.3 **Step 3 – Appeal**

5.3.1 In the event that you are dissatisfied with the decision of the Disciplinary Manager as set out in the Disciplinary Decision Letter, you can appeal to the Appeal Manager provided that you do so in writing to the Clerk within 10 Working Days of the date of the Disciplinary Decision Letter.

5.3.2 Your appeal letter must clearly set out the grounds of your appeal. Your appeal may either be a review of any formal disciplinary sanction imposed or a re-hearing of the case and the Appeal Manager will determine whether your appeal is a review or a re-hearing based on the content of your appeal letter. The decision of the Appeal Manager in this regard will be final. When preparing your appeal letter, you may wish to consider the following grounds:

(a) that the action taken was unfair;
(b) that this Disciplinary Policy and Procedure was applied defectively or unfairly;
(c) that new evidence has come to light which was not available when the relevant decision was made by the Investigating Manager or Disciplinary Manager;
(d) that the sanction was overly harsh in all the circumstances.

5.3.3 The Appeal Meeting will normally be held within 20 Working Days of your appeal letter being received by the Clerk. You will be given at least 5 Working Days' notice of the Appeal Meeting.

5.3.4 The Appeal Manager may consider any new evidence produced by you which was not available to the Disciplinary Manager.

5.3.5 The Appeal Manager may only consider new evidence produced by the Disciplinary Manager if it touches upon your reliability in relation to evidence you have already given or if it rebuts any new evidence produced, or any assertions made, by you in your grounds of appeal.

5.3.6 Written or oral evidence can be presented at an Appeal Meeting. If written evidence is to be relied upon, you will be provided with it prior to the Appeal Meeting and you will be given a reasonable opportunity to comment on it during the Appeal Meeting, if you attend the meeting. If you do not attend the Appeal Meeting, you will be given an opportunity to provide written responses to any written evidence presented.

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5.3.7 If oral evidence is heard, you will be given an opportunity to comment on it either by (a) attending the Appeal Meeting or (b) reviewing the notes of that oral evidence after the Appeal Meeting (if you were not present at the Appeal Meeting where such oral evidence was given). In the event of (b) you must provide any response to the notes of the oral evidence within 5 Working Days of being provided with the same. The Appeal Manager will consider all of the evidence provided in order to determine whether the relevant decision was fair and reasonable.

5.3.8 The Appeal Manager will confirm the outcome of the Appeal Meeting in writing to you within 5 Working Days of the date of the Appeal Meeting, or receipt of your responses to the notes of the oral evidence provided to you in accordance with Paragraph 5.3.7 above (as appropriate). The decision of the Appeal Manager is final and there will be no further right of appeal. The potential outcomes of the Appeal Meeting are that:

(a) the Appeal Manager may uphold the decision of the Disciplinary Manager and any formal disciplinary sanction imposed by the Disciplinary Manager will be upheld; or
(b) the Appeal Manager may uphold your appeal and overturn the decision of the Disciplinary Manager and any formal sanction imposed by the Disciplinary Manager will be overturned; and/or
(c) the Appeal Manager may impose a lesser formal disciplinary sanction to that imposed by the Disciplinary Manager.

5.3.9 Should an appeal against dismissal be successful, you will be reinstated with no break in your continuous service.

6. FORMAL SANCTIONS

The Disciplinary Manager (and Appeal Manager where appropriate) may impose the following sanctions:

6.1 <u>A First Written Warning</u>

6.1.1 A First Written Warning will remain live for **6** months from the date of the First Written Warning.

6.1.2 For a first disciplinary offence (ignoring any informal advice and guidance), a First Written Warning will be the normal response unless the Misconduct is serious as set out in Paragraph 6.2.3 below.

6.1.3 A First Written Warning will set out the nature of the Misconduct and the change in behaviour needed (with a suitable timescale).

6.2 <u>A Final Written Warning</u>

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6.2.1 A Final Written Warning will remain live for **12** months from the date of the Final Written Warning.

6.2.2 A Final Written Warning will normally be given for a second disciplinary offence committed or discovered during the currency of a live First Written Warning (even if that First Written Warning related to a different type of Misconduct, if appropriate in the circumstances).

6.2.3 A Final Written Warning can be given for serious Misconduct regardless of previous disciplinary history if the conduct is sufficiently serious.

6.2.4 A Final Written Warning will set out the nature of the Misconduct and the change in behaviour needed (with a suitable timescale). A Final Written Warning will also confirm the consequences of further Misconduct.

6.3 Dismissal on notice

6.3.1 Dismissal on contractual notice may be given for a disciplinary offence (other than an act of gross Misconduct) committed or discovered during the currency of a live Final Written Warning (even if the Final Written Warning related to a different type of Misconduct, if appropriate in the circumstances).

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

6.3.3 In the event that your employment is terminated in accordance with this Paragraph 6.3:

(a) if your contract of employment contains a garden leave clause, the Governing Body may exercise that clause so that you are not required to attend the School 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

(b) if your contract of employment contains a payment in lieu of notice clause, the Governing Body may exercise that clause to bring your contract to an end with immediate effect.

6.4 Dismissal without notice or termination payment

6.4.1 Dismissal without notice or termination payment (also known as Summary Dismissal) will only occur if you have committed an act of gross Misconduct or otherwise have destroyed the trust and confidence required between an employee and their employer, in this case between you and the Governing Body. For the avoidance of doubt, where appropriate, dismissal without notice or termination payment may occur regardless of previous disciplinary history.

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6.4.2 For the avoidance of doubt your dismissal takes effect immediately and does not await the outcome of any appeal.

6.4.3 The following is a **non-exhaustive** list of matters which the School considers may amount to gross Misconduct:

(a) Conduct incompatible with, or prejudicial to, the religious character of the School or the precepts or tenets of the Catholic Church
(b) Conduct that is likely to bring the School or the Church into disrepute
(c) Conduct giving rise to any Child Protection issue including, but not limited to, a change in your DBS status during the course of your employment
(d) Failure to disclose your DBS status/submit to a DBS check where requested to do so by the Headteacher and/or the Governing Body
(e) A serious breach of any relevant code of conduct or professional standards
(f) Theft of any property
(g) Malicious or wilful damage to any property
(h) Knowingly or recklessly falsifying, or knowingly or recklessly causing falsification of, any documents whether for personal gain or not
(i) Ordering any goods or services on behalf of the School and/or the Governing Body from a supplier in which you or a relative have a personal interest (whether financial or not) without declaring that interest and without the permission of the Governors' Finance Committee
(j) Dishonesty
(k) Violence to any person
(l) Unlawfully restraining a pupil
(m) Abusive, threatening or offensive language or behaviour to any person
(n) Discrimination or harassment
(o) Bullying
(p) Disclosing the contents of any live examination paper or assessment in advance to any pupil or parent
(q) Concealing any actual or attempted cheating by any pupil or colleague, including participating in or concealing any actual or attempted exam misconduct
(r) Attending work or undertaking duties whilst under the influence of alcohol or unlawful substances
(s) Misuse of the School's ICT (including internet and email access and breaches of the School's social networking policy) to view or distribute obscene, pornographic, defamatory or otherwise unacceptable material
(t) Supplying your personal contact details to a pupil without express authorisation from the Headteacher
(u) Interacting with a pupil online out of school hours other than through the Managed Learning Environment
(v) Making any sexual or romantic contact with any pupil whatever the age of the pupil

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(w) Breaching the confidentiality, data protection or privacy obligations surrounding the School, a parent, pupil, colleague or Governor
(x) Covert recording of any meetings without the knowledge or consent of all persons present
(y) Serious breach of health and safety procedures
(z) Serious negligence (whether or not leading to any actual loss)
(aa) Criminal activity during the course of employment
(bb) Making a false, malicious or vexatious allegation against the School, a parent, pupil, colleague or Governor
(cc) Repeated acts of less serious Misconduct which collectively may amount to gross Misconduct.

6.5 In all cases where the formal sanction involves dismissal, the Disciplinary Manager will recommend to the Governing Body that your employment is terminated in accordance with your contract of employment and the Governing Body will take steps to terminate your employment. Please note that the Governing Body will not review the Disciplinary Manager's decision to terminate your contract of employment in order that a Governors' Disciplinary and Appeal Panel can be convened if necessary.

Voluntary demotion as an alternative to higher formal sanction

6.5.1 There may be a situation where the Disciplinary Manager considers that a recent promotion or job change has been a contributory factor in your Misconduct.

6.5.2 Where paragraph 6.6.1 applies, the Disciplinary Manager may offer you the option of agreeing to voluntarily give up a promotion or job change as an alternative to a higher formal disciplinary sanction. Any such offer shall be made in writing. Should the option of voluntary demotion or job change be accepted this will not need to be a post with equivalent terms and conditions and protection of salary will not apply. For the avoidance of doubt, whether such an offer is made will be at the sole discretion of the Disciplinary Manager. There may be circumstances where it is not appropriate to make such an offer, for example, where there has been a safeguarding issue or where an allegation of bullying has been proven.

7. GOVERNORS' PANELS

7.1 Governors' Disciplinary and Appeal Panels shall comprise three non-staff Governors not previously involved in the matter and shall not comprise the Chair or Vice-Chair unless there are insufficient numbers of non-staff Governors not previously involved in the matter, in which case the Chair and/or Vice-Chair may be appointed to a Governors' Disciplinary or Appeal Panel.

7.2 In the exceptional event that there are insufficient numbers of Governors available to participate in a Governors' Disciplinary or Appeal Panel, the Governing Body may appoint associate members to solely participate in the appropriate Panel on the recommendation of the Diocesan Schools Commission.

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8. COMPANION

8.1 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.

8.2 You must let the relevant Manager know who your Companion will be at least one Working Day before the relevant interview or meeting.

8.3 If you have any particular reasonable need, for example, because you have a disability, you can also be accompanied by a suitable helper.

8.4 Your Companion can address the relevant interview or meeting in order to:

(a) put your case;
(b) sum up your case;
(c) respond on your behalf to any view expressed at the relevant interview or meeting; and
(d) ask questions on your behalf.

8.5 Your Companion can also confer with you during the relevant interview or meeting.

8.6 Your Companion has no right to:

(a) answer questions on your behalf;
(b) address the relevant interview or meeting if you do not wish it; or
(c) prevent you from explaining your case.

8.7 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 School 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

9. TIMING OF INTERVIEWS AND MEETINGS

9.1 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:

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(a) need to be held when you were timetabled to teach (if that is appropriate to your role);
(b) exceptionally be held during planning, preparation and administration time if this does not impact on lesson preparation (if that is appropriate to your role);
(c) exceptionally be held after the end of the School day;
(d) not be held on days on which you would not ordinarily work;
(e) be extended by agreement between the parties if the time limits cannot be met for any justifiable reason.

9.2 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.

10. VENUE FOR INTERVIEWS OR MEETINGS

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

11. ASSISTANCE

11.1 In any case concerning the religious character of the School, the Diocesan Schools Commission must be notified immediately the School becomes aware of the allegations and it may be represented at any relevant interview or meeting to advise the Investigating Manager, Disciplinary Manager or Appeal Manager.

11.2 In all cases involving any disciplinary sanction in relation to the Headteacher or to a person on the Leadership Spine, or to potential or actual dismissal of any other member of staff, the Diocesan Schools Commission and/or the Local Authority may send a representative to advise the Disciplinary Manager or Appeal Manager.

12. TRADE UNION OFFICERS

The School notes and adopts the ACAS Code of Practice's statement "Where disciplinary action is being considered against an employee who is a trade union representative the normal disciplinary procedure should be followed. Depending on the circumstances, however, it is advisable to discuss the matter at an early stage with an official employed by the union, after obtaining the employee's agreement."

13. REFERRALS

13.1 Where a teacher is dismissed for serious Misconduct (or may have been dismissed for serious Misconduct if the teacher had not resigned) the School must consider whether to refer the circumstances to the Department for Education and the Teaching Regulation Agency.

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13.2 Where a person working within the School (whether a teacher or not) is dismissed or would have been dismissed if they had not resigned because that person committed conduct:

(a) which endangered a child or was likely to endanger a child;
(b) which, if repeated against or in relation to a child, would endanger that child or would be likely to endanger them;
(c) involving sexual material relating to children (including possession of such material);
(d) involving sexually explicit images depicting violence against human beings (including possession of such images);
(e) of a sexual nature involving a child

the School must refer that person to the Disclosure & Barring Service ("DBS").

REVIEW OF THIS PROCEDURE

This procedure was produced in September 2013, updated in June 2016, May 2018 and September 2020 by the Catholic Education Service (CES) for use in Catholic Voluntary Aided Schools in England following consultation with the national trade unions. It may be adapted, as appropriate, for use in joint Church schools subject to the approval of the CES on referral by the relevant Catholic diocese.

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Appendix A
Disciplinary Meeting Process

1. Introductions

2. School representative puts the School's case and calls the School's witnesses
    a. Employee questions School representative and witnesses
    b. Disciplinary Manager questions School representative and witnesses
    c. Additional questions asked by Employee if necessary
    d. Additional questions asked by the Disciplinary Manager if necessary

3. Employee puts their case and calls their witnesses
    a. School representative questions Employee and witnesses
    b. Disciplinary Manager questions Employee and witnesses
    c. Additional questions asked by School representative if necessary
    d. Additional questions asked by Disciplinary Manager if necessary

4. Summaries
    a. School representative summarises the School's case
    b. Employee summarises their case

5. The Disciplinary Manager deliberates in private and provides the outcome to the employee in writing within 5 Working Days of the Disciplinary Meeting

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Appendix B

Disciplinary Appeals Meeting Process

1. Introductions
    a. Appeal Manager introduces the parties and summarises the steps taken so far
    b. Appeal Manager briefly sets out the grounds for the appeal as detailed in the appeal letter
    c. Appeal Manager concludes by confirming whether the appeal is a review or a re-hearing based on the content of the appeal letter

2. Employee puts their appeal case
    a. Employee outlines grounds of appeal and presents any evidence which was not available to the Disciplinary Manager, including any witnesses
    b. Disciplinary Manager questions Employee and any witnesses
    c. Appeal Manager questions Employee and any witnesses
    e. Additional questions asked by Disciplinary Manager if necessary
    f. Additional questions asked by Appeal Manager if necessary

3. The Disciplinary Manager puts their case in response to the appeal
    a. Disciplinary Manager outlines the response to the appeal and presents any evidence which either touches on the reliability of the Employee in relation to evidence already given, or rebuts new evidence produced, including any witnesses
    b. Employee questions Disciplinary Manager and any witnesses (which may include representatives of the School)
    c. Appeal Manager questions Disciplinary Manager and any witnesses
    d. Additional questions asked by Employee if necessary
    e. Additional questions asked by Appeal Manager if necessary

4. Summaries
    a. Employee summarises their appeal
    b. Disciplinary Manager summarises their response to the appeal

5. The Appeal Manager deliberates in private and provides the outcome of the appeal to the Employee within 5 Working Days of the Appeal Meeting.

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