

Governance-Connected

Ad hoc Panels

Governance Connected will:

Provide a suitably trained and experienced Clerking Professional to support your complaint, suspension review, permanent exclusion or disciplinary panel.

- Our Clerking Professional can manage the process for you which would include:
 - Liaising with the parent, headteacher and panel members to find a suitable date for the panel, if this has not already been established. For HR panels, the panel may have access to an HR adviser whose availability will be taken into account
 - Send confirmation letter to all parties to confirm the date and time of the meeting
 - Review the school representation pack to ensure all information that is relevant has been included
 - Ensure all relevant information has been circulated to all parties 5 days prior to the meeting, on the assumption that the information has been provided in good time
 - Attend the meeting in person, or virtually (if a virtual meeting has been specifically requested by the parent), and write notes and record deliberations
 - Assist the panel with the outcome letter, and circulate once approved by the panel, to the parent and the headteacher
- For suspension/exclusion review panels, the clerking professional will only attend virtually if the meeting has been requested to take place virtually by the parent
- For complaint panels, the clerking professional will only attend virtually if the school/trust's policy states the meeting can take place virtually
- Alternatively, our clerking professional can simply attend the meeting to take notes and record deliberations, assist the panel with the outcome letter, and circulate to the parent and headteacher once approved

The Trust/School have a responsibility to:

- Source the necessary panel members, ensuring that:
 - a. No panel member has any prior knowledge of the matter being considered
 - b. No panel member has knowledge of the individuals involved in the matter being considered, to the extent that it could risk their impartiality being called into question. This is likely to mean it would be inappropriate for staff governors/trustees to be called upon to serve on any panel

- c. In respect of an academy complaint panel, at least one panel member is independent from the running and management of the trust.
- For HR panels, ensure the panel have access to professional HR advice as appropriate
- Arrange a suitable room for the meeting and provide water for all participants in the room

Our charges and payment terms

- We charge £55 per hour plus VAT (academic year 26/27) usually invoiced after the work has been completed
- All travel time and expenses will be charged
- If any panel is cancelled for any reason prior to the panel meeting taking place, any work carried out to that point will be charged
- Our payment terms are 15 days.

Comments and complaints

- Our aim will always be to provide a high-quality service. We welcome your feedback and where necessary will always endeavour to resolve any concerns about the service as quickly as possible. If the trust/school is unhappy with any element of the service that is provided, the person who commissioned the panel should register their concern at the earliest opportunity. The concern will be investigated, and appropriate action taken to address any issues.
- The clerking professional is contracted to the clerking service at all times and must not be contracted directly for any future work at the school/trust without the consent of Governance Connected.
- Any breach of this clause will incur a charge.

Signed by the client:

Date:

Please provide the relevant postal address for invoicing purposes (school or Trust), their email address and telephone no for invoicing purposes below.

Email:

Telephone number:

Trust/School:

Postal Address:

DATA PROCESSING AGREEMENT

BACKGROUND

- (A) This agreement is to ensure there is in place proper arrangements relating to personal data passed from the school to the clerking service in respect to the provision of ad-hoc panel services
- (B) This agreement is compliant with the requirements of Article 28 of the General Data Protection Regulation.
- (C) The parties wish to record their commitments under this agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this agreement:

"Data Protection Laws" means the Data Protection Act 1998, together with successor legislation incorporating GDPR;

"Data" means personal data passed under this agreement, being in particular that relating to panel members, governors, staff, parents or pupils at the school

"GDPR" means the General Data Protection Regulation;

"Services" means the Suspension/Exclusion, Complaint or HR panel

2. DATA PROCESSING

The school is the data controller for the data and the clerking service is the data processor for the data. The data processor agrees to process the data only in accordance with data protection laws and in particular on the following conditions:

- a. the processor shall only process the data (i) on the written instructions from the school (ii) only process the data for completing the services and (iii) only process the data in the UK with no transfer of the data outside of the UK (Article 28, para 3(a) GDPR);
- b. ensure that all employees and other representatives accessing the data are (i) aware of the terms of this agreement and (ii) have received comprehensive training on data protection laws and related good practice, and (iii) are bound by a commitment of confidentiality (Article 28, para 3(b) GDPR);
- c. the school and the processor have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of GDPR,
- d. the school consents to the processor involving third parties, under self-employed contract to them in the processing of the data. The processor undertakes to ensure additional processing agreements are in place with such parties as required (Article 28, para 3(d) GDPR);
- e. taking into account the nature of the processing, assist the school by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of the school's obligation to respond to requests from individuals exercising their rights laid down in Chapter III of GDPR – rights to erasure, rectification, access, restriction, portability, object and right not to be subject to automated decision making etc. (Article 28, para 3(e) GDPR);

- f. assist the school in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR – security, notification of data breaches, communication of data breaches to individuals, data protection impact assessments and when necessary consultation with the ICO etc., taking into account the nature of processing and the information available to the Processor (Article 28, para 3(f) GDPR);
- g. the processor will securely delete the data at the end of the service. Deletion shall include destruction of all existing copies unless otherwise a legal requirement to retain the data. Where there is a legal requirement, the processor will prior to entering into this agreement confirm such an obligation in writing to the school. Upon request by the school the processor shall provide certification of destruction of all data (Article 28, para 3(g) GDPR);
- h. immediately contact the school if there is any personal data breach or incident where the data may have been compromised.

3. Termination

- a. The school may immediately terminate this agreement on written notice to the processor but is subject to the general terms of termination of contract. The processor may not terminate this agreement without the written consent of the school

4. General

- a. This agreement may only be varied with the written consent of both parties.