

Governance-Connected

Independent Review Panel Service

Governance Connected will:

Provide a suitably trained and experienced Clerking Professional to support the Independent Review Panel (IRP) process, when required and will:

- where necessary, endeavour to source panel members who meet the requirements of the statutory guidance to form the Independent Review Panel*
- where necessary, endeavour to provide an SEN Expert, if one has been requested*
- ensure the Clerking Professional and all panel members are appropriately trained as required by statutory guidance
- contact the Clerk to the permanent exclusion panel meeting (or other designated person) to obtain contact information for the family, Headteacher, Chair of the permanent exclusion panel meeting. Communicate with all parties in respect of the IRP as necessary.
- if not already scheduled, contact all parties to arrange a mutually acceptable meeting date and time, and issue the confirmation letter to all parties
- contact the Clerk to the permanent exclusion panel meeting (or other designated person) to obtain the pack that was provided for this meeting, the minutes and deliberations of the permanent exclusion meeting and the outcome letter.
- create and distribute the packs to all parties
- attend the Independent Review Panel hearing in person (unless requested for the meeting to be remote by the parents), take notes, provide advice to the panel, draft the outcome letter and circulate to all parties once approved by the panel

*We will do our utmost to get panel members and SEN experts (if one has been requested) for the Independent Review Panel but this is dependent on area in the country, and availability of the panel members and SEN experts in the specified area.

The Trust/School have a responsibility to:

- Provide the contact details and pack information requested within **48 hours of receiving the information request form**

- Arrange a suitable venue for the Independent Review Panel which must have separate areas to ensure all parties remain separated prior to the meeting

Payment terms

- We charge at £2100 plus VAT (academic year 26/27) usually invoiced after the Independent Review Panel work has been completed.
- This fee includes:
 - Up to 20 hours professional support to the IRP process
 - Postage of the packs for the IRP to all parties via Royal Mail Special Delivery
 - Printing & stationery costs (up to £250)
 - Travel expenses for journeys of up to 50 miles in total for each of the panel members and the Clerking Professional
 - Payment of £70 each for the panel members sourced by Governance Connected.
- If the Clerking Professional incurs printing and stationery costs in excess of £250 these will be an additional cost to you and will be added to this invoice
- If the Clerking Professional has spent more than 20 hours on the IRP in total for any reason, you will be charged any additional hours at £50 per hour
- If the Clerking Professional or any Panel members must travel over 50 miles in total, the additional mileage will become payable at 55 per mile. Any travel expenses incurred for a return train journey in standard class, will also be charged
- If the Clerking Professional or any panel members incur any overnight expense due to location of the IRP, these will be discussed with the school/trust prior to being confirmed

Adjournment or Cancellation of the IRP

- If the IRP is adjourned and rescheduled for another date once the first meeting has taken place, additional costs will be incurred for the panel's time, and their duplicate travel expenses will become payable. Additional travel expenses will also become payable to the Clerk to the IRP.
- If the IRP is cancelled for any reason prior to the IRP meeting taking place, you will be charged a cancellation fee which will be reflective of the costs already incurred.

Clerk only required

- If we have only provided a Clerk to attend and clerk the IRP meeting, we charge £50 per hour.
- The hourly rate extends to:
 - Charging for travel time to and from the IRP venue
- Additional charges incurred for travelling (ie, train fare, mileage and hotel accommodation due to the location of the IRP) will be discussed and agreed with the school/trust prior to engaging Governance Connected
- Our payment terms are 15 days.

SEN Expert

If we have found an SEN Expert for you, payment of their time and expenses must be discussed directly with the individual.

Comments and complaints

- Our aim will always be to provide a high-quality Independent Review Panel 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 IRP should register their concern at the earliest opportunity with Liz Bharj via email (liz@governance-connected.co.uk). 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.

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 Independent Review 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 Independent Review 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.