



Agreed 20 / 3 / 2017

Signed ALH Head

Signed [Signature] Chair of Governors

## Oldfield Primary School Confidential Policy for Staff and Volunteers

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### Statement of intent

This policy guides staff, volunteers and visitors on the policy and procedures surrounding confidentiality.

Staff members take a supportive and accepting attitude towards pupils as part of their general responsibility for pastoral care. It is our hope that both pupils and parents/carers feel free to discuss worries about **Oldfield Primary School**, and concerns that may affect the educational progress of a pupil, with members of the school team.

This policy will be abided by at all times by staff, volunteers, visitors, pupils and parents/carers. In order to ensure the utmost level of safety for pupils, staff members at **Oldfield Primary School** have a duty to act in accordance with this policy and not share information with external agencies, other schools or individuals.

The Staff and Volunteer Confidentiality Policy has the following benefits, it:

- Ensures that important information regarding the school is not shared.
- Guarantees that financial information stays confidential and secure.
- Helps to build trust amongst staff, volunteers and external agencies.
- Supports the school's safeguarding measures.

## 1. Legislative framework

1.1. This policy has due regard to statutory legislation including, but not limited to, the following:

- The Education Act 2002
- The Crime and Disorder Act 1998
- Data Protection Act 1998
- The Human Rights Act 1998
- The Freedom of Information Act 2000
- The Equality Act 2010

1.2. This policy is compliant under the following case law:

- The Common Law Duty of Confidentiality

1.3. This policy also has due regard to guidance documents including, but not limited to, the following:

- DfE 'Information sharing: Advice for practitioners providing safeguarding services to children, young people, parents and carers 2015'
- DfE 'Working together to safeguard children 2015'

1.4. This policy is intended to be used in conjunction with the following school policies:

- **Data Protection**
- **Record Management**
- **Child Protection**
- **Anti-bullying**
- **Freedom of Information**
- **Whistleblowing**
- **E-security**

## 2. Definitions

2.1. For the purpose of this policy, '**confidentiality**' is an understanding that any information shared with someone in trust will only be passed on to a third party with the prior agreement of the person disclosing it.

2.2. Within this policy, a '**disclosure**' is the sharing of any private information; this term does not solely relate to child protection issues.

2.3. The term '**limited confidentiality**' refers to the disclosure of information with professional colleagues; however, the confider would not be identified except in pre-determined circumstances.

### 3. Roles and responsibilities

- 3.1. All staff members, volunteers and individuals working in cooperation with **Oldfield Primary School** will uphold their responsibility and duty of confidentiality, ensuring that information and personal details are not shared or discussed with others, except for the appropriate necessary bodies.
- 3.2. Visitors, volunteers and other professionals, such as healthcare professionals, will work within the same boundaries of confidentiality as all staff members.
- 3.3. Staff members and volunteers alike, have the responsibility of keeping information regarding the school, including its pupils and parents/carers etc., confidential. This information will under no circumstances be shared, unless it is in the best interest of the school or its pupils.
- 3.4. All staff members, volunteers and external agencies will treat any information regarding the management and finance of **Oldfield Primary School** as confidential, and therefore this information will only be shared with necessary and appropriate external individuals.
- 3.5. Members of staff, volunteers, visitors, external parties and other agencies will always seek advice from a practitioner at **Oldfield Primary School** if there is any doubt over sharing the information concerned, without disclosing any identifiable information where possible.
- 3.6. As a precautionary safeguarding measure, **Oldfield Primary School** will ask all staff members, volunteers, visitors and external agencies who work closely with the school to sign a **Nondisclosure Agreement**.
  - **Oldfield Primary School** will adapt the **Nondisclosure Agreement**, such as the example in Appendix B, in order to meet the needs of each circumstance.
  - This means that information about the school which is shared with the individual is to be treated as confidential and not shared further.
- 3.7. The **headteacher** is responsible for ensuring that a **Nondisclosure Agreement** is signed by all individuals who may be privy to information which is not suitable to be shared.

### 4. Confidentiality and child protection

- 4.1. **Oldfield Primary School** aims to strike a balance between confidentiality and trust, ensuring the safety, wellbeing and protection of our pupils.
- 4.2. Staff members and volunteers alike will pass on information if they believe a child is at risk of harm, otherwise, staff are not obliged to break confidentiality.
- 4.3. In almost all cases of disclosure, limited confidentiality is always on offer.
- 4.4. Staff members and volunteers will use their own professional judgement when considering whether to inform a child that a disclosure may be made in confidence and whether such confidence could remain having heard the information, bearing in mind that staff can never guarantee absolute confidentiality to pupils.
- 4.5. At **Oldfield Primary School**, the **headteacher** is to be informed of all incidents regarding child protection concerns which are highlighted by a volunteer, parent/carer or other external party to the school.

- 4.6. Staff members are contractually obliged to immediately inform the headteacher of any concerns regarding a pupil's safety or welfare.
- 4.7. Any concerns raised over a child's welfare and safety will be reported immediately to ensure that any intervention necessary to protect the child is accessed as early as possible.
- 4.8. Staff members are not obliged to inform the police on most matters relating to illegal activity, such as illegal drugs or assaults. These will be assessed on a case-by-case basis with the support of the **Senior Leadership Team**.

## 5. Sharing information

- 5.1. **Oldfield Primary School** takes the stance that all information about individual pupils is private and should only be shared with other professionals who have a legitimate need to know.
- 5.2. Under no circumstances will personal information about pupils, staff members or **Oldfield Primary School** be passed on indiscriminately.
- 5.3. Under no circumstances will information regarding the school's finances be shared with anyone, other than those with a legitimate need to know.
- 5.4. If members of staff, volunteers or cooperating external parties share unsuitable or misrepresented information, **Oldfield Primary School** withholds the right to take the appropriate civil, legal or disciplinary action.
- 5.5. The safety and protection of pupils, as well as **Oldfield Primary School**, is the paramount consideration in all confidentiality decisions.
- 5.6. All non-teaching staff and volunteers will report disclosures of a concerning personal nature to the designated **Child Protection Co-ordinator** as soon as possible and in an appropriate setting.
- 5.7. All external visitors will be made aware of the Staff and Volunteer Confidentiality Policy and act in accordance with it when dealing with information, particularly sensitive information, regarding **Oldfield Primary School**, its pupils and parents/carers.
- 5.8. All data will be processed and held in line with the school's **Data Protection Policy**. In the event of information and data being shared with external or inappropriate parties, the individual responsible will be liable for disciplinary or legal action in accordance with the **Data Protection Policy**.

## 6. Breaking confidentiality

- 6.1. When confidentiality must be broken because a child may be at risk of harm, in accordance with the school's **Child Protection Policy**, **Oldfield Primary School** will ensure the following:
  - Pupils are told when information has been passed on
  - Pupils are kept informed about what will be done with information
  - To alleviate their fears concerning the information becoming common knowledge, pupils are told exactly who their information has been passed on to
- 6.2. If confidential information is shared with the consent (implied or explicit) of the individuals involved, and they are informed of the purpose of sharing the information in question, there will be no breach of confidentiality or of the Human Rights Act 1998.

- 6.3. In the event that consent for sharing confidential information is not gained, an individual will satisfy themselves that there are reasonable grounds to override the duty of confidentiality in these circumstances before sharing the data.
- 6.4. **Oldfield Primary School** recognises that overriding public interest is a justifiable reason to disclose information; however, permission from the **headteacher** will be sought prior to disclosing any information regarding the school.
- 6.5. Staff should act in accordance with the school's **Whistleblowing Policy**.
- 6.6. Individuals who disclose information, after previously signing **Oldfield Primary School's Nondisclosure Agreement** may face further action, including legal action.
- 6.7. Staff in breach of this policy may face disciplinary action, if it is deemed that confidential information was passed on to a third party without reasonable cause.

## 7. Accessing information

- 7.1. In accordance with section 7 of the Data Protection Act 1998, personal information, such as educational records, can be shared via a subject access request (SAR).
- These requests must be made in writing to the governing body and will be responded to within 15 school days if the request is regarding an educational record.
  - If the data being requested is not in relation to an educational record, the response must be within 40 calendar days.
  - Pupils, or the parent/carer of a pupil, at a maintained school, such as **Oldfield Primary School**, have the right to access the information that the school holds about the child in question.
  - Some types of personal data are exempt from the right of a SAR and so cannot be obtained by making a SAR. Information may be exempt because of its nature or because of the effect its disclosure is likely to have.
  - Information regarding another individual must not be disclosed in a SAR.
  - Individual requests for non-personal information cannot be treated as a SAR, but will be dealt with either as a request under the Data Protection Act 1998 or a Freedom of Information request.
- 7.2. In line with the Freedom of Information Act 2000, private data and public records can potentially be accessed through lodging a Freedom of Information (Fol) request.
- These requests must be made in writing to the school, stating the name and address of the requester as well as a description of the information requested.
  - Successful Fol requests will be responded to within 20 working days from receipt of the request, unless the request does not comply with the procedure set out in the school's **Freedom of Information Policy**.
  - **Oldfield Primary School** holds the right to charge the requester a fee.
  - Certain information will not be shared, such as that explained in Part 2 of the Freedom of Information Act 2000.

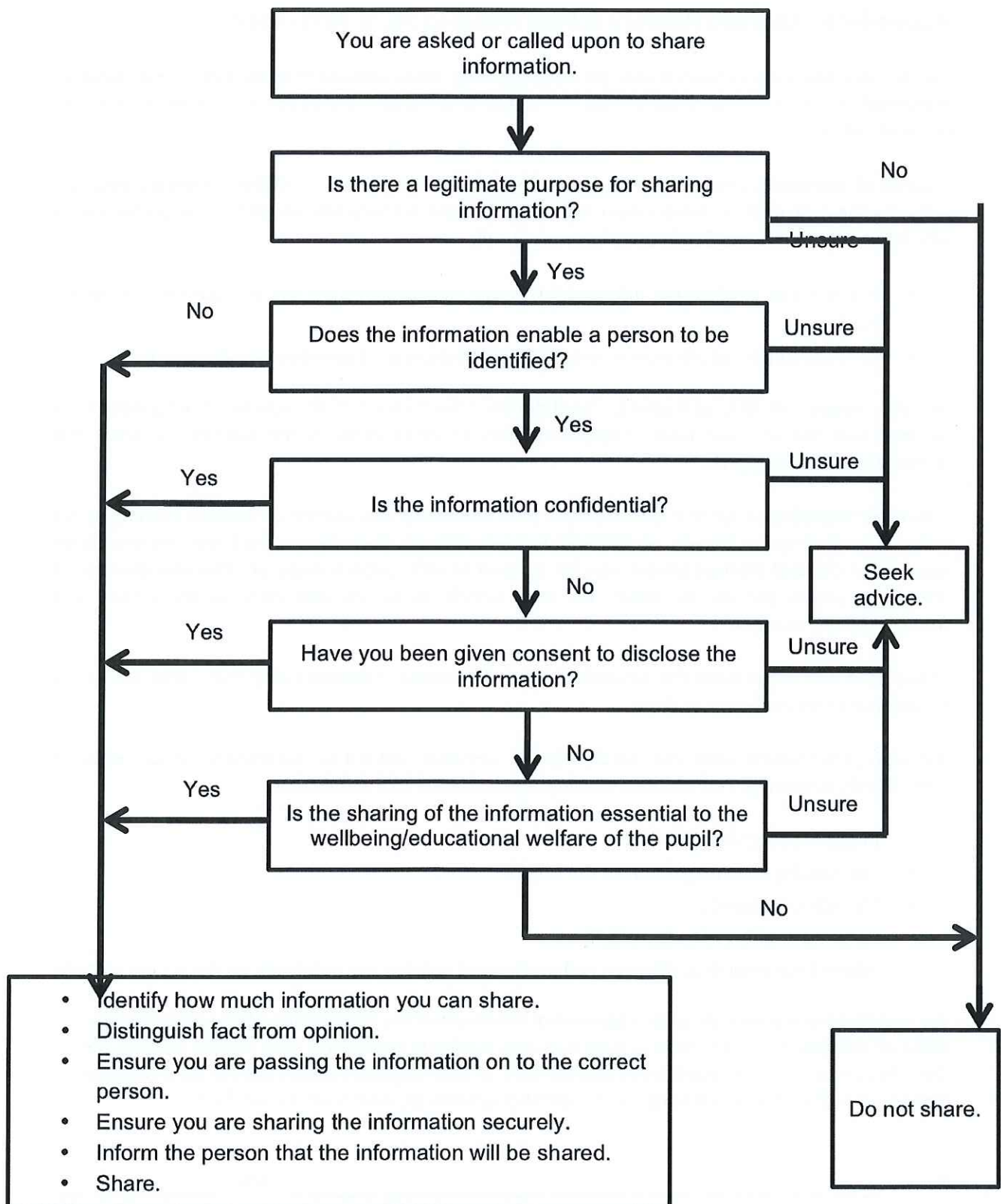
## 8. Monitoring and review

8.1. This policy is monitored for effectiveness by the **headteacher** and is reviewed every **two years**, or where necessary in light of changes to the law or statutory guidance.

8.2. A record of information which has been shared will be continuously kept up-to-date.

- This record will state the premise of the information, whom it was shared with and the purpose for sharing it.
- The record will be kept in the school office and can be accessed by all appropriate staff members.
- On an **annual** basis, the **headteacher** and **designated safeguarding lead** will review the record to ensure that all reasonable measures to safeguard pupils and protect the reputation of the school are being taken.

## Appendix A – Information Sharing Flowchart



### Notes

- If there are child protection concerns, follow the relevant procedures without delay.
- Always seek advice if you are unsure whether to share information.



## Appendix B – Oldfield Primary School Nondisclosure Agreement

This Nondisclosure Agreement is entered into by and between **Oldfield Primary School** and **name of individual**, for the purpose of preventing the unauthorised disclosure of confidential information as outlined below.

I, **name of individual**, declare that as an **employee/volunteer/visitor** of **Oldfield Primary School**, I will only share or disclose information regarding **Oldfield Primary School** with other professionals who have a legitimate need to know. Therefore, I will:

- Not disclose confidential information to any unauthorised person without the discloser's consent.
- Act in good faith at all times in relation to the disclosure of confidential information.

For the purpose of this agreement, "confidential information" shall include all information or material that has or could have commercial value or other utility in the business in which the disclosing party is engaged.

I, **name of individual**, shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of **Oldfield Primary School**. Therefore, I shall not, without prior approval of **Oldfield Primary School**, use for my own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the school, any confidential information.

I have read and understood the school's Staff and Volunteer Confidentiality Policy and will act in accordance to this policy at all times.

Therefore, information which may be deemed as 'sensitive' will not be disclosed to people where it is not wholly necessary. This includes information in relation to the following:

- Pupils of the school
- The running or management of the school
- The school's finances
- Personal details of pupils or staff
- Information regarding progress and attainment which is not published on the school website

The nondisclosure provisions of this agreement shall survive the termination of this agreement and **name of individual's** duty to hold confidential information in confidence shall remain in effect until the information no longer qualifies as confidential, or until **Oldfield Primary School** sends **name of individual** written notice releasing them from this agreement, whichever occurs first.

Name: \_\_\_\_\_ Role: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_