CLARION CORVUS TRUST

Watton Westfield Infant and Nursery

Watton Junior School

Confidentiality Policy for Staff and Volunteers

Reviewed By	Watton Exec Headteacher
Meetings at which policy was approved	March 2024
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Statement of intent

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

The Confidentiality Policy for The Watton Federation reflects the school's ethos and demonstrates and encourages the following values:

- Respects for self
- Respect for others
- Responsibility for their own actions
- Responsibility for their family, friends, schools and wider community

The Watton Federation always operate in a way that respects every individual and a family's right to privacy. All our staff and visitors are therefore expected to work within the guidelines of this policy which conforms to recent legislation and government guidelines and which protect 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 feel free to discuss worries about **The Watton Federation of schools**, 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. In order to ensure the utmost level of safety for pupils, staff members at **The Watton Federation of schools** 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. Legal framework

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

- The Crime and Disorder Act 1998
- The Education Act 2002
- The Equality Act 2010
- The Freedom of Information Act 2000
- The General Data Protection Regulation
- The Human Rights Act 1998
- The Education (Pupil Information) Regulations 2005 (as amended in 2016)

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 (2015) 'Information sharing'
- DfE (2015) 'Working together to safeguard children'

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 and explicit 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

All staff members, volunteers and individuals working in cooperation with **The Watton Federation of schools** 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.

3.1. Visitors, volunteers and other professionals, such as healthcare professionals, will work within the same boundaries of confidentiality as all staff members.

3.2. Staff members and volunteers alike, have the responsibility of keeping information regarding the school, including its pupils and parents, etc., confidential. This information will under no circumstances be shared, unless it is in the best interest of the school or its pupils.

All staff members, volunteers and external agencies will treat any information regarding the management and finance of **The Watton Federation of schools** as confidential, and therefore this information will only be shared with necessary and appropriate external individuals.

Members of staff, volunteers, visitors, external parties and other agencies will always seek advice from a practitioner at **The Watton Federation of schools** if there is any doubt over sharing the information concerned, without disclosing any identifiable information where possible.

As a precautionary safeguarding measure, **The Watton Federation of schools** will ask all staff members, volunteers, visitors and external agencies who work closely with the school to sign a **Nondisclosure Agreement**.

- **The Watton Federation of schools** 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.

3.3. The Executive 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

The Watton Federation of schools aims to strike a balance between confidentiality and trust, ensuring the safety, wellbeing and protection of our pupils.

4.1. 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.

4.2. In almost all cases of disclosure, limited confidentiality is always on offer.

4.3. Staff members and volunteers will use their 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.

At **The Watton Federation of schools**, the **Executive Headteacher** is to be informed of all incidents regarding child protection concerns which are highlighted by a volunteer, parent or other external party to the school.

4.4. Staff members are contractually obliged to immediately inform the Executive Headteacher of any concerns regarding a pupil's safety or welfare.

4.5. 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.

4.6. 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 **SLT**.

5. Sharing information

The Watton Federation of schools 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.

Under no circumstances will personal information about pupils, staff members or **The Watton Federation of schools** be passed on indiscriminately.

5.1. Under no circumstances will information regarding the school's finances be shared with anyone, other than those with a legitimate need to know.

If members of staff, volunteers or cooperating external parties share unsuitable or misrepresented information, **The Watton Federation of schools** withholds the right to take the appropriate civil, legal or disciplinary action.

The safety and protection of pupils, as well as **The Watton Federation of schools**, is the paramount consideration in all confidentiality decisions.

5.2. All non-teaching staff and volunteers will report disclosures of a concerning personal nature to the designated **safeguarding lead** as soon as possible and in an appropriate setting.

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 **The Watton Federation of schools**, its pupils and parents.

5.3. All data will be processed and held in line with the school's **GDPR 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 **GDPR Data Protection Policy**.

6. Breaking confidentiality

When confidentiality must be broken because a child may be at risk of harm, in accordance with the school's **Child Protection Policy**, **The Watton Federation of schools** 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

6.1. If confidential information is shared with the explicit consent 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.

6.2. In the event that explicit 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.

The Watton Federation of schools recognises that overriding public interest is a justifiable reason to disclose information; however, permission from the **Executive Headteacher** will be sought prior to disclosing any information regarding the school.

6.3. Staff should act in accordance with the school's **Whistleblowing Policy**.

Individuals who disclose information, after previously signing **The Watton Federation of schools Nondisclosure Agreement**, may face further action, including legal action.

6.4. 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 article 15 of the GDPR, 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 board 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 one calendar month.
- Pupils, or the parent of a pupil, 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 as a freedom of information (FoI) request.

7.2. In line with the Freedom of Information Act 2000, private data and public records can potentially be accessed through lodging a FoI 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 FoI 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**.
- **The Watton Federation of schools** 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.

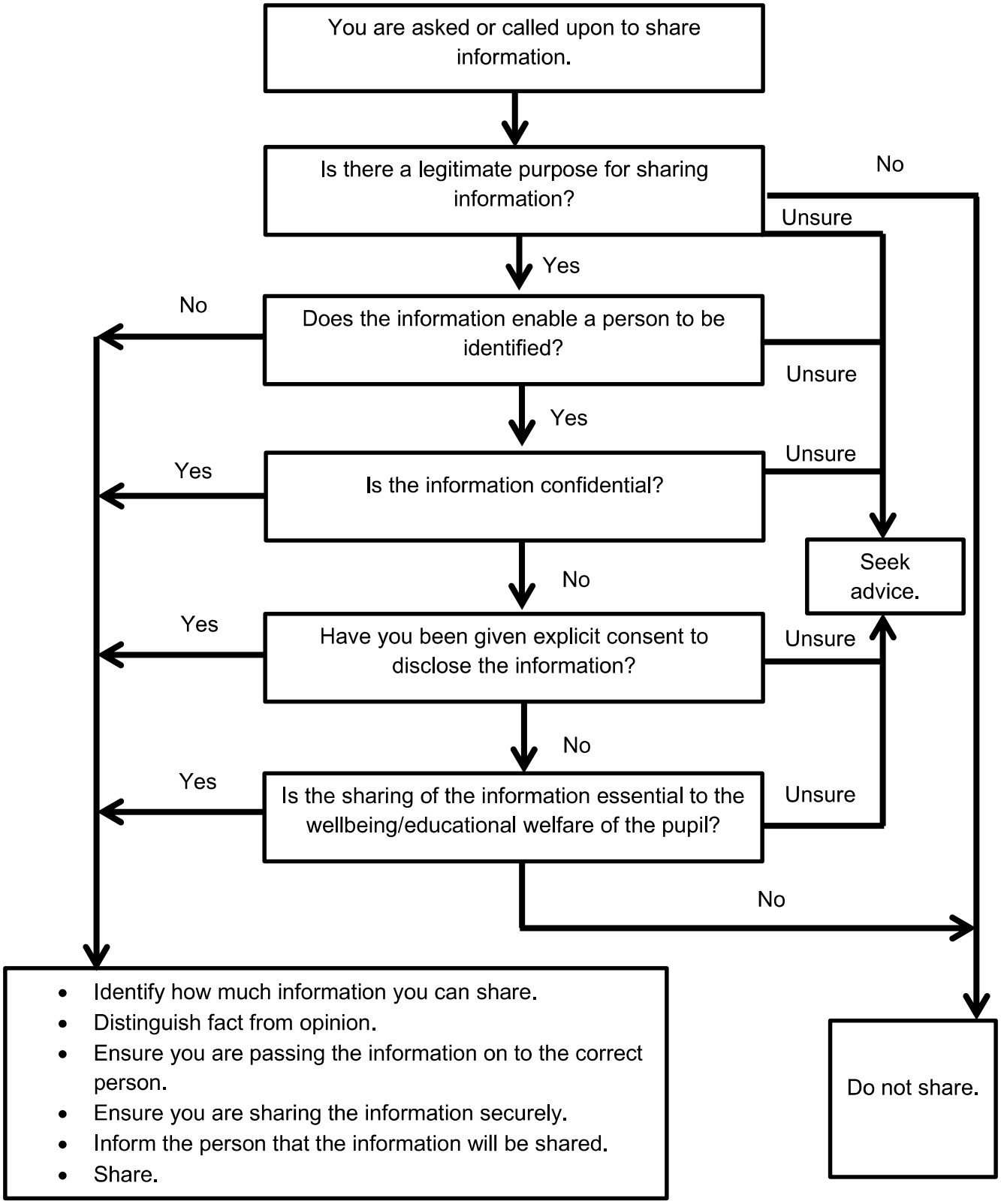
8. Monitoring and review

This policy is monitored for effectiveness by the **Trustees** and is reviewed every **year**, or where necessary in light of changes to the law or statutory guidance – the next review date is **February 2025.**

8.1. 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 **Executive Headteacher** and **DSL** 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 – Example Nondisclosure Agreement

This Nondisclosure Agreement is entered into by and between **The Watton Federation of schools** and_____, for the purpose of preventing the unauthorised disclosure of confidential information as outlined below.

I, _____, declare that as an **employee**/**volunteer**/**visitor** (delete as appropriate) of **The Watton Federation of schools**, I will only share or disclose information regarding **The Watton Federation of schools** 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, _____, shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of **The Watton Federation of schools**; therefore, I shall not, without prior approval of **The Watton Federation of schools**, 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.

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 _____'s duty to hold confidential information in confidence shall remain in effect until the information no longer qualifies as confidential, or until **The Watton Federation of schools** sends _____ written notice releasing them from this agreement, whichever occurs first.

Please also read GDPR Policy