

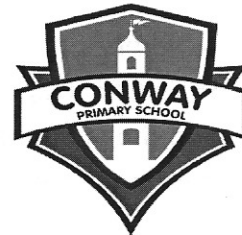
CONWAY PRIMARY SCHOOL

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Headteacher: Yalini Carlsson-Ruban

Assistant Headteachers: A Robinson, C Dallaway - Inclusion Manager: L Greenlees - Business Manager: K Streete

Monday 16th November 2015

Dear Simon Steptoe

REFERENCE: CPS001

Thank you for your request for information dated 18th September 2015 under the Freedom of Information Act 2000.

Our response is below:-

- 1. Please confirm the number of Settlement / Compromise Agreements for each financial year or part thereof from 1st April 2010 to date.**

There has been one settlement agreement within the above date ranges.

- 2. Please confirm the total cost of Settlement Agreements for each financial year or part thereof from 1st April 2010 to date.**

This information will not be disclosed and is withheld in accordance with section 40(2) of the Freedom of Information Act 2000. ('the Act')

Section 40(2) provides that:-

"Any information to which a request for information relates is also exempt information if:-

- a) It constitutes personal data which do not fall within subsection (1) and
- b) Either the first or second condition below is satisfied".

Section 40(3) provides that:-

"The first condition is

- (a) In a case where the information falls within any of the paragraphs (a) to (d) of the definition of “data” in section 1(1) of the Data Protection Act 1998, that the disclosure of the information to a member of the public otherwise than under this Act would contravene –
- (i) Any of the data protection principles”

Is the information ‘personal data’?

The information about an individual’s settlement agreement is personal data as defined by the DPA.

It is the Schools view that disclosure of this information would contravene the first data protection principle.

The first data protection principle states that:-

“Personal data shall be processed fairly and lawfully and, in particular, shall not be processed unless:-

- (a) At least one of the conditions in Schedule 2 is met, and
- (b) In the case of sensitive personal data, at least one of the conditions in schedule 3 is also met”

In deciding whether the disclosure of personal data would be unfair the School has considered the following:-

The individual would have had a reasonable expectation that the total cost of the settlement/compromise agreement would be kept confidential and not placed in the public domain or passed to a third party without their consent. Also disclosure of the exact payment details would lead to a greater infringement into the privacy of the individual concerned as it would reveal the specific details of their financial situation.

The School is of the view that there is an expectation that information subject to settlement/compromise agreements should be accorded privacy, particularly since there is a real risk that release of the information would cause damage and intrusion to the individual.

The settlement/compromise agreement is subject to confidentiality terms which is legally binding on both parties and disclosure of this information would be unlawful.

This agreement relates to one specific individual and could lead to the identification of the person concerned or could be linked to an identifiable person and this would constitute an unwarranted invasion of the individual’s privacy. The interests of this individual are of paramount importance. Such agreements are confidential and personal.

- 3. Have any contracts with private companies and/or consultants been awarded to companies/consultants in which any of the following have a financial interest either directly, or because of the involvement of a close family member eg; Spouse, Sibling, Parent**

- a) Head Teacher
- b) Other members of Senior Leadership Team
- c) Members of Governing Body at the time of the awarding of the contracts / employment of consultant.

If so, in each case, what was the cost to the school of each contract and/or consultant, and what relationship was there between those listed above and the person/organisation/company being awarded the contract.

A contract was placed with Digon Consultancy by the School Governors with the full knowledge of the Head teacher's pecuniary interest.

The contract amount agreed by the governors from 2011 to date is £133,250 and we confirm the following:

- All Local Authority financial procedures and processes were followed
- The head teacher declared her pecuniary interest to governors
- The head teacher was not involved in the decision making process to recruit Digon Consultancy
- Governors authorised and made the decision on the contracts
- A local audit took place in which this was also reviewed and checked.

If you are dissatisfied with the handling of your request, you have the right to ask for an internal review.

Internal review requests should be submitted within two months of the date of receipt of the response to your original letter and should be addressed to: April Robinson.

Please remember to quote the reference number above in any future communications.

If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Kind regards,

Kereen Streete
Business Manager