

# **PERSONAL RELATIONSHIPS AND CONFLICTS POLICY**

V2

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## **1.0 Policy Statement**

- 1.1 The aim of this policy is to provide guidance to staff on situations that may raise concerns in relation to conflicts of interest. A conflict of interest may impair objective and professional decision making, and lead to problems for both the employee and the employer.
- 1.2 The policy covers personal relationships at work including staff whose children attend Beckfoot Trust and those staff who undertake outside work with our pupils. This policy should be read in conjunction with our Code of Conduct and disciplinary policy, and the Teachers' Standards.
- 1.3 The policy is intended to make clear to our staff the expectations Beckfoot Trust has of them and what actions should be taken depending on the issue. If any employee is ever unsure what the expectations are in any given circumstance, they should speak to their the Headteacher or for central team employees, the DECO/CEO.
- 1.4 This policy does not form part of any employee's contract of employment, and it may be amended at any time.

## **2.0 Scope and Purpose**

- 2.1 The policy applies to all staff regardless of length of service.
- 2.2 The policy does not cover relationships between staff and pupils which is set out in our Child Protection Policy.
- 2.3 As recognisable figures in the local community, the behaviour and conduct of staff, including behaviour that takes place outside of work can impact on employment. Therefore, conduct may be treated as a disciplinary matter if it is considered that it is relevant to the employee's employment.

## **3.0 Overarching Principles**

- 3.1 Staff are required to disclose any potential conflicts of interests in relation to their personal relationships at work. Failure to comply with this policy may result in disciplinary action being taken.
- 3.2 A conflict of interest in this context is where a competing interest impairs an employee's ability to make an unbiased decision or act with impartiality, independence, and integrity. For example, where an employee's personal relationship with another employee or parent/carer can or do conflict with the interests of the Trust, it's pupils, other members of staff or anyone associated with the Trust. There is an expectation on staff to avoid being, or giving the appearance of being in a position which may result in an actual or perceived detriment to the Trust's reputation and/or interests.

## **4.0 Responsibilities and Arrangements**

### **4.1 Relationships between colleagues or other parties related to the Trust**

- 4.1.1 Beckfoot Trust does not prohibit close personal or intimate relationships between colleagues. However, it is important to ensure that there is no risk of a conflict of interest or abuse of power within the relationship whether that is real or perceived. It is important that personal and professional boundaries are maintained at work.

- 4.1.2 As a result, staff who are in a close personal or intimate relationship with a colleague, parent or carer, or any other person associated with Beckfoot Trust must disclose this to the Headteacher, or for central team staff, the DCEO/CEO without delay. If the relationship is between a line manager/supervisor and a member of staff whom they line manage, the relationship should be declared to the Headteacher, Trust CEO or Chair of Trustees. Staff in such relationships should at all times ensure that this does not affect their professional judgement or responsibilities at work in any way. Any member of staff involved in a close personal or intimate relationship with a colleague, parent or carer, or any other person associated with Beckfoot Trust must not allow that relationship to influence their conduct whilst at work.
- 4.1.3 Where a member of staff has managerial authority over another member of staff with whom they are in a close personal or intimate relationship, Beckfoot Trust reserves the right to transfer one or both members of staff to another role in the trust following appropriate consultation with both members of staff and in order to seek agreement to the transfer. The purpose of this transfer is to ensure appropriate line management structures are in place, particularly in relation to appraisal, pay progression decisions and matters relating to disciplinaries and grievances. If agreement can't be reached then Beckfoot Trust reserves the right to make the change in order to safeguard the smooth running of the Trust and in the interests of protecting all parties.
- 4.1.4 Similar principles apply to a member of staff who begins a close personal relationship with a parent or carer of a pupil at the school. If the staff member's job role brings them into day to day contact with that pupil either as their teacher or as part of the staff member's supervision, monitoring, or pastoral duties, Beckfoot Trust reserves the right to transfer them following consultation with them.
- 4.1.5 Whilst at work, those in a close personal or intimate relationship should ensure that they maintain appropriate physical and emotional distance, use professional communication and not pay undue attention to the other person, in comparison to other colleagues. Intimate behaviour during work time, for example kissing, touching or holding hands, is expressly prohibited. This rule applies during all working time, whether at School, Trust premises, on a school trip, or elsewhere. Any breach of this rule will be regarded as a disciplinary offence leading to disciplinary action.
- 4.1.6 If such a relationship comes to an end, both parties are expected to continue to conduct themselves in a professional way at work and ensure there is no disruption to Beckfoot Trust.
- 4.1.7 Such actions are intended to minimise accusations of favouritism, unfair advantage, bias or undue control and to protect all parties from such accusations.
- 4.1.8 Abuse or misuse of a relationship is likely to invoke disciplinary action, which may lead to dismissal.

## **4.2 Recruitment of family and friends**

- 4.2.1 Often the recruitment of individuals who may be family or friends of our staff can be a useful method of securing good recruits. Beckfoot Trust therefore does not prohibit the recruitment of the family members and friends of existing staff. However, staff will not be involved in the recruitment and safer recruitment processes regarding those family or friends.
- 4.2.2 If a family member or friend is appointed to a role under the line management of the relevant staff member, it may be appropriate, where possible, to put in place alternative line management structures to avoid any conflict of interests and Beckfoot Trust reserves the right to do so.

### **4.3 Confidential information obtained during the course of work**

- 4.3.1 Staff may have access to confidential information about students, colleagues or other matters relating to Beckfoot Trust. This could include personal and sensitive data, for example information about a student's home life or a colleague's personal information. Staff should not disclose confidential information to anyone, this includes family or friends.
- 4.3.2 Staff should never use this information to their own personal advantage, or to humiliate, intimidate or embarrass others. Staff should never disclose this information unless this is in the proper circumstances and with the proper authority.
- 4.3.3 Staff are expected to demonstrate consistently high standards of personal and professional conduct in terms of handling personal data and information (including special category data) and maintain high standards of integrity in terms of the information that they have access to at work.
- 4.3.4 If an employee is ever in doubt about what information can or can't be disclosed, they should speak to the Cluster Senior HR Officer in the first instance.
- 4.3.5 Breach of any of the above confidentiality provisions is likely to invoke disciplinary action.

### **4.4 Staff whose children attend the school**

- 4.4.1 Staff may decide to send their own children to the school where they work, or they may start to work at the school after their own children have already started at the school. Where this happens arrangements will be put in place to ensure there are no difficulties for the staff member, their children, other pupils or other staff.
- 4.4.2 Whilst at school, the staff member's relationship with their own child should be in accordance with the normal rules that would apply with any other pupil. Therefore, special treatment, physical contact, domestic conversations should be avoided. The staff member may need to explain this to their own child to ensure appropriate boundaries are maintained in school.
- 4.4.3 The staff member will not be involved in any behaviour management matters relating to their own child. The staff member should raise any concerns with their own line manager or a senior manager if they become aware of an issue at school; under no circumstances should the staff member deal with the matter themselves.
- 4.4.4 Where a staff member has any academic or pastoral concerns relating to their own child, where possible, the staff member's nominated contact should raise them using the normal channels of communication. If this is not possible, then the staff member should raise them with a senior leader. Any appointments between teacher and parent (who is a staff member) should be made in the normal way outside school working hours.
- 4.4.5 Where possible Beckfoot Trust will not place the child in the staff member's own class, where they are a teacher or teaching support staff member. If this is not possible then additional protocols may be put in place to minimise conflicts of interest concerns and to protect the staff member from any accusations that may arise due to the close personal relationship.
- 4.4.6 Communication regarding the staff member's child should be carried out in the usual way (including via personal rather than school email addresses) and the staff member should not in any circumstances use systems to search information about their own child without appropriate permission from their line manager or senior leader.

- 4.4.7 Beckfoot Trust reserves the right to put in place additional protocols to ensure appropriate boundaries are maintained.

#### **4.5 Undertaking paid or unpaid work with our pupils outside school hours**

- 4.5.1 Some staff members may take up paid or unpaid (voluntary) work outside school hours that involves our pupils for example tutoring work or care support funded by Direct Payments or sports coaching or activity clubs (for example scouts and guides) on a voluntary basis. Where this work is undertaken, it should be disclosed to Beckfoot Trust at the earliest opportunity.
- 4.5.2 Staff undertaking work will be required to sign a declaration to ensure appropriate confidentiality and demarcation is in place (see appendix 1).

#### **4.6 Contractors and suppliers**

- 4.6.1 Staff must immediately declare any external relationships of a business or private nature with external contractors or suppliers or potential contractors and suppliers to the Headteacher/DCEO.
- 4.6.2 Staff who authorise, engage or supervise contractors or have any other official relationships with contractors and/or have previously had or currently have a business or private relationships with a contractor who is engaged or who is proposed to be engaged by Beckfoot Trust, should declare that relationship to the Headteacher/DCEO/CEO or Chair of trustees as soon as practicable.
- 4.6.3 When tendering, staff must declare any interest (and interest of their spouse, partner, family member, friend or associate), business or private relations or associations with any school contractor or potential contractor.

#### **4.7 Misuse of position**

- 4.7.1 All staff must maintain the highest standards of integrity in all relationships both inside and outside Beckfoot Trust.
- 4.7.2 Anyone working for Beckfoot Trust must not, either in their professional or personal capacity, use their position improperly to gain an advantage, or disadvantage any person or organisation.
- 4.7.3 If a staff member is in a position to influence any decision which is taken by, or on behalf of, Beckfoot Trust and they have any interest in that decision, however remote, they must declare it; this includes membership of voluntary bodies who could receive Beckfoot Trust grants.
- 4.7.4 No special favour may be shown to current or former colleagues or their partners, friends, relatives or associates when awarding contracts to private or other businesses run by them or who engage them in any capacity.
- 4.7.5 Staff must ensure that they declare to the Headteacher or for central team staff to the DCEO or CEO any personal interest which may impinge on their impartiality. Any arrangements which might, in the long term, prevent (or be seen to prevent) the effective operation of fair competition must be avoided.
- 4.7.6 Staff must not lobby members of the Local Governing Body, Trustees or Members on individual or personal employment matters including those associated with recruitment of themselves or others.

## **5.0 Review of Policy**

- 5.1 This policy is reviewed and amended annually by Beckfoot Trust. We will monitor the application and outcomes of this code of conduct to ensure it is working effectively.

## Appendix 1 - Declaration for undertaking work with our pupils outside school

This declaration form sets out your obligation of ensuring confidentiality when undertaking work outside school as it relates to our pupils.

You are required to observe these obligations due to the link that this outside work has in relation to your work at the school. Your conduct outside work may therefore impact on your work at Beckfoot Trust.

You are required to sign this declaration form to confirm that you agree to the requirements set out therein.

As a staff member of Beckfoot Trust you will have access to confidential information in the course of your duties, about pupils, colleagues and other matters relating to the school. This could include personal and sensitive data (including special category data), for example information about a student's health and/or home life, support plans, education targets.

The school collects, holds, shares or otherwise uses data that is protected under the Data Protection Act 2018 (including the provisions of GDPR). As a staff member of Beckfoot Trust you are expected to comply with the school's systems for collecting, storing and using/processing data as set in Beckfoot Trust data protection policy.

Where you carry out external work outside the school (either paid or unpaid) involving our pupils, you will have specific obligations as set out below.

### Confidentiality requirements of working in a school

Working at Beckfoot Trust:

- You are expected to demonstrate consistently high standards of personal and professional conduct in terms of handling personal data and information (including special category data);
- You must maintain high standards of integrity in terms of the information you have access to at the school;
- You must not use information obtained in the course of your duties to your own personal advantage;
- You must not use information to intimidate, humiliate, or embarrass any pupil;
- You must not disclose information about our pupils unless this is in proper circumstances and with the proper authority;
- You must not disclose any confidential information about our pupils to any 3rd party without proper authority;
- You must not disclose information about your colleagues to any 3rd party, including those you provide services for outside of the school.

This doesn't prevent you from sharing information in certain situations, for example when abuse is alleged or suspected, in line with your obligations under Keeping Children Safe in Education. In such cases, individuals have a duty to pass information on without delay to the appropriate authorities (see child protection policy).

If you carry out external work (for example, tutoring or Direct Payments support work or voluntary work in the community), which involves our pupils in their own home or you have personal relationships with parents or carers outside of school:



- You must not disclose to either those pupils, their parents, family members or friends of pupils you care for, any information about our pupils which is gained as part of your work at Beckfoot Trust;
- You must keep separate the work you do in tutoring or under Direct Payments or volunteering from the work you do for Beckfoot Trust.

When undertaking outside work or volunteering with our pupils, if you are asked for any information by a pupil, parent, family member or friend about our pupils, including in an outside school setting, you should not make any comment in relation to the information gained through your work at Beckfoot Trust. Even if this is a casual conversation, you should not provide confidential information that has been gained in the course of your duties at Beckfoot Trust.

You should be aware that any breach of confidentiality is considered a serious matter and may be dealt with under the disciplinary policy, which may result in dismissal.

If you are ever in doubt about what information can or can't be disclosed, you should speak to the HR team.

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**Please sign and return a copy of this document to HR by [DATE], confirming the following:**

Name:

Date:

I confirm that I have read and understood the terms of this confidentiality document.

I confirm that I accept the terms of this confidentiality document and I understand the implications of any breach of confidentiality.

Signed: