



THE POLICE & CRIME COMMISSIONER FOR CLEVELAND

DECISION RECORD FORM

REQUEST:

- (1) To approve of the Memorandum of Understanding with the College of Policing for the attachment of Chief Constable Cheer to lead the Strategic Command Course 2015.
- (2) To approve the Acting Chief Constable arrangements for the period.

Title:

Arrangements for attachment of Chief Constable Cheer to College of Policing, January to March 2015.

Executive Summary:

The Chief Constable has been selected by the College of Policing to lead the 2015 Strategic Command Course, delivered by the College of Policing.

The Police & Crime Commissioner has indicated his support for the arrangement, highlighting in particular

- The prestigious nature of the Strategic Command Course; and
- The benefit to future police leaders of Chief Constable Cheer's experience and expertise; and
- The sign of confidence from national stakeholders in Cleveland Police and in Chief Constable Cheer.

The formal arrangements are set out in a Memorandum of Understanding, annexed as Appendix A to this Decision Record, the content of which is self-explanatory.

With the approval of the Police & Crime Commissioner and by operation of law, during the absence of the Chief Constable, Deputy Chief Constable Iain Spittal will assume the role of Acting Chief Constable.

Both HMIC and the Chair of the Police & Crime Panel are aware of the arrangements and supportive of them.

Decision:

- (1) I approve the Memorandum of Understanding annexed hereto setting out the terms of the Flexible Attachment of Chief Constable Cheer to the College of Policing for the period 5 January 2015 to 13 March 2015 inclusive.
- (2) I note and approve the legal arrangements for Acting Chief Constable during Chief Constable Cheer's absence and look forward to working with Deputy Chief Constable Spittal in that capacity during the relevant period.

Implications:

Has consideration been taken of the following:	Yes	No
Financial	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legal	<input type="checkbox"/>	<input type="checkbox"/>
Equality & Diversity	<input type="checkbox"/>	<input type="checkbox"/>
Human Rights	<input type="checkbox"/>	<input type="checkbox"/>
Sustainability	<input type="checkbox"/>	<input type="checkbox"/>

Risk	<input type="checkbox"/>	<input type="checkbox"/>	
(If yes please provide further details below)			

Decision Required – Supporting Information

Financial Implications: (Must include comments of the PCC's CFO where the decision has financial implications)

All of the costs associated with the 'employment' of Chief Constable Cheer during this period and all of the costs incurred during the attachment will be paid for by the College of Policing and therefore and none of these costs will be borne by tax payer in Cleveland. As a result of the recharge arrangements sufficient funding will be available to pay for the acting up arrangements required during this period.

Legal Implications: (Must include comments of the Monitoring Officer where the decision has legal implication)

Set out in body text.

Equality and Diversity Implications

None arise

Human Rights Implications

None arise

Sustainability Implications

None arise

Risk Management Implications

None arise

OFFICER APPROVAL

Chief Executive

I have been consulted about the decision and confirm that financial, legal, and equalities advice has been taken into account. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner.

Signed: _____



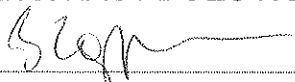
Date: _____

20 November 2014

Police and Crime Commissioner:

The above request HAS / ~~DOES NOT HAVE~~ my approval.

Signed: _____



Date: _____

24/11/14



**College of
Policing**

College of Policing

Flexible Attachment

Memorandum of Understanding

December 2013

Status of arrangements

- 1) This Memorandum of Understanding ("MoU") sets out the arrangement between the parties comprising the Police and Crime Commissioner for Cleveland and the College of Policing (the "College") regarding the basis upon which an employee from Cleveland Police will be assisting the College in the role of Deputy Director for the Strategic Command Course (SCC) - 2015. By recording these arrangements, the parties do not intend to enter into a legally binding agreement and this should not therefore be treated as creating enforceable rights and obligations.

The arrangement is expected to begin on the 5th January 2015 and end on the 13th March 2015.

- 2) It is anticipated that Chief Constable Jacqueline Cheer from Cleveland Police will be acting as Deputy Director for the SCC - 2015 for the College of Policing.
- 3) This arrangement is not a secondment and Chief Constable Cheer will not therefore be subject to the Central Service Secondment terms and conditions or any other relevant policy or guidance applicable to secondments.

Expectations

- 4) Chief Constable Cheer will work with the Course Director Chief Constable Lynne Owens, Chief Constable Alex Marshall and the SCC Professional Reference Group to deliver the revised SCC programme.
- 5) During residential weeks of the SCC the College will require Chief Constable Cheer to be onsite at Bramshill from Sunday evening until Friday afternoon each week. During non residential weeks, the College anticipates that the requirement will be for approximately two days per week. The College expects the remainder of the time during non residential weeks to be spent on Home Force duties.
- 6) The College does not anticipate that its needs will interfere with any annual leave already requested by Chief Constable Cheer, but would anticipate being consulted by the Police and Crime Commissioner for Cleveland before any additional annual leave is granted during the arrangement.

Complaints

- 7) Any complaint made against Chief Constable Cheer where appropriate or necessary, be referred to the Chief of Staff in the office of the Police and Crime Commissioner for Cleveland for further investigation. The circumstances and nature of the complaint will also be reported to Cleveland's HR department, for consideration of an appropriate course of action. The nominated College Lead will also be informed, to consider if the individual should continue in the role.

Performance and Appraisal

- 8) Chief Constable Cheer will retain her home Force reporting arrangements for performance and appraisal. Her work and performance whilst undertaking the role of Deputy Director for the SCC - 2015 will be recorded in the form of a testimonial prepared by the College Lead together with a letter of acknowledgement from the College.

Costs

- 9) Provided that the College is satisfied that the arrangement meets with its expectations as set out in this MOU, the College expects to reimburse Cleveland Police for the employment costs, qualifying allowances and business expenses of Chief Constable Cheer whilst undertaking the role of Deputy Director for the SCC 2015. The Police and Crime Commissioner for Cleveland will raise an invoice, on a monthly basis, with the College to facilitate the reimbursement of Chief Constable Cheer's costs.

Overtime

- 10) The nature of this role should preclude the need for overtime working. In cases where it is unavoidable the College Lead may, in their absolute discretion, pay overtime costs.


Information and Communications Technology (ICT)

- 11) Chief Constable Cheer will be provided with access to College systems for the duration of her attachment to the College.

Termination of Arrangement

- 12) Although either party may depart from these arrangements at any time, for any reason and without any notice, there is an expectation that a party would usually give the other party two weeks' notice before terminating the arrangement.

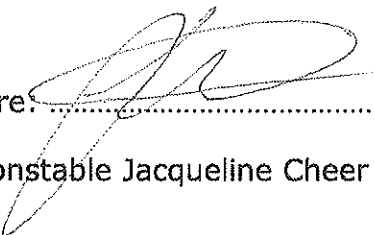
Yours sincerely


Moira Pacey
HR Co-ordinator
Human Resources
Tel: 01256 602798
Email: moira.pacey@college.pnn.police.uk

Enclosures: Official Secrets Acts Leaflet and Form
Personal Details Form
Staff Network User Security Instructions
Internet and Email Acceptable Use Policy
Business Interest Declaration Form
Draft Business Interest Policy

Acceptance of terms and conditions:

By signing and dating this MoU all parties agree the terms of Chief Constable Cheer's attachment to the College of Policing.

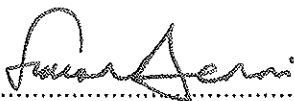
Signature: .....
Chief Constable Jacqueline Cheer

Date: *25th Nov 2014*.....

For the Police & Crime Commissioner for Cleveland

Name: *SIMON JAMES ANTHONY DENNIS*.....

Position held: *CHIEF OF STAFF*.....

Signature: .....

Date: *20 November 2014*.....