

Information-sharing Agreement between Schools and Wokingham Borough Council

1. Policy Statements and Purpose of this Information Sharing Agreement

The purpose of this information-sharing agreement (ISA) is to facilitate the exchange of information, that has been supplied by Thames Valley Police, between Wokingham Borough Council's Duty, Triage & Assessment Team (DTA) and Wokingham Borough Council Schools, Colleges and Early Years settings. This is in relation to incidents of Domestic Abuse reported to Thames Valley Police where there are children of school-age within the family. The objective of this information-sharing is to alert the relevant school's designated Child Protection lead, or named single point of contact (provided they have received appropriate Domestic Abuse awareness training), to incidents which can be detrimental to a child's overall welfare and may contribute to greater safeguarding concerns. With relevant background knowledge, professionals will be better placed to identify and provide appropriate resources to address the welfare and safeguarding of children.

2. Legal Basis for Information Exchange

The lawful basis for this information-sharing is derived from the following:

- Crime and Disorder Act 1998
- Human Rights Act 1998
- Data Protection Act 1998
- Children Act 1989
- Common Law

This ISA has been developed to achieve the objective as set out in Section 1. It is the intention that all aspects of information exchange and disclosure relating to this exchange agreement shall comply with legislation that protects personal data.

It is recognised that personal information must be shared only where it is necessary and proportionate to do so, and should be on a 'need to know' basis.

3. Data

3.1 What data is it necessary to exchange?

For each incident identified by Thames Valley Police as a 'domestic incident' where there are statutory school-age children within the family, the police Domestic Abuse Unit will forward to the Wokingham Borough Council Duty, Triage & Assessment Team, a report giving the following information:

- summary of the incident (as initially reported)
- details of the family members
- risk assessment and grading of risk

- history of previous domestic incidents

A 'domestic incident' is an incident of threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between intimate partners/ex-partners, irrespective of age, or family members aged 18 years and over, regardless of gender and sexuality. (Family members are defined as mother, father, son, daughter, brother, sister and grandparents, whether directly related, in-laws or step-family.) Incidents between family members where at least one party is aged under 18 years are not classified as 'domestic incidents'.

3.2 Who is going to be responsible for exchanging this data and ensuring the data is accurate?

The post-holders with overall responsibility for this information-sharing are:

- Thames Valley Police - Detective Inspector, Wokingham Domestic Abuse Units
- Wokingham Borough Council - Duty, Triage & Assessment Duty Manager

3.3 Who will have access to this data and what may they use it for?

The information sharing report is only intended for the designated Child Protection lead/named single point of contact, at the relevant school. The primary purpose for sharing this information is to alert the relevant school to the fact that a pupil **may** be experiencing difficulties at home. Only where necessary and in the interest of safeguarding, may the information be shared with other school staff and other professionals.

The designated lead must only share this information with key individuals in the school involved in the welfare of the child and must not refer on the report, or any information contained within the report to any third party.

The pupil and their parents/carers will not be spoken with by the designated Child Protection lead or other professionals regarding the information which has been shared.

Should the report add to concerns that the school already have for the child, this should be discussed with the Duty, Triage and Assessment Team and a Multi-Agency Referral Form (MARF) completed, where indicated.

3.4 How will you keep a record of what information has been exchanged?

The Domestic Abuse Units will use their standard information-sharing report and will record that the report has been shared with Wokingham Duty, Triage & Assessment Team (DTA).

The Duty, triage and Assessment Team will log the report as a contact on the client data system and record on the contact that the report has been passed to the relevant school's designated person.

The designated lead in each school will store the report securely where it can only be accessed and viewed by the authorised, designated person.

3.5 How is this information going to be exchanged?

The Domestic Abuse Units will send information-sharing reports to Wokingham DTA by SecureEmail on a daily basis.

Wokingham DTA administrative staff will then identify which school the child attends (where possible), using the Education database and exchange the information with the Designated Child Protection Lead/named single point of contact, via the nominated headteacher email address, using the Secure Email system.

Should the designated lead receive a report for a child no longer attending their school, the designated lead will notify the Duty, Triage and Assessment Team and delete the e-mail.

Where appropriate, the information-sharing report may be complemented by direct contact between DAU staff, DTA staff and the designated Education Child Protection lead.

3.6 Timescales

The Domestic Abuse Units will send the information-sharing reports as soon as practicable after receiving details of domestic incidents reported to Thames Valley Police.

DTA administration staff will forward the information-sharing reports to the designated Child Protection lead/named single point of contact, as soon as practicable, from the triage@wokingham.gov.uk email.

3.7 How securely does the data need to be stored?

The data is of a highly sensitive nature and therefore needs to be stored securely and within the agreed standards of security. Each education setting will have its own record keeping policy and it is the responsibility of the education setting to ensure that the data exchanged is stored securely.

Each partner signing this ISA and any individual signing the confidentiality agreement therefore undertakes to adhere to the agreed standards of security. If there is a security breach in which data received from a party under this ISA is compromised, the originator will be notified at the earliest opportunity via the post-holder identified at 3.2. The police post-holder will ensure that details are forwarded to the Force Information Security Officer and the Wokingham Borough Council post holder will notify their Information Security Officer.

3.8 How long are you going to keep the data?

Wokingham DTA will retain the information-sharing reports, in accordance with their data retention policy.

Schools should review their storage of each individual report annually. Should the young person's circumstances have changed as such that the report is no longer

relevant, or the child moves from the school, the record should be disposed of securely.

3.9 Further Use of Data

The use of the data shared will be restricted to addressing child protection/welfare issues in respect of children who attend, or have attended, education settings within Wokingham.

3.10 Training

The designated Child Protection leads/named single point of contact in schools must receive appropriate training regarding the use of the information-sharing reports received from Thames Valley Police.

Wokingham Borough Council will provide training to schools in relation to information sharing, domestic abuse awareness, Children's Social Care thresholds and the referral process.

4 Review of Information Sharing Agreements

This ISA will be reviewed one year after signature and annually thereafter.

5 Freedom of Information Act 2000 (FOIA)

Each partner shall, where practical, publish this ISA on its website and refer to it within its Publication Scheme. If a partner wishes to withhold all or part of the ISA from publication, it shall inform the other partners as soon as reasonably possible. Partners shall then endeavour to reach a collective decision as to whether information is to be withheld from publication or not. Information shall only be withheld where, should an application for that information be made under the FOIA 2000, it is likely that the information would be exempt from disclosure, and the public interest lies in favour of withholding. However, nothing in this paragraph shall prevent the parties covered by this ISA from exercising its obligations and responsibilities under the FOIA 2000 as it sees fit.

6 Requests for Disclosure of Information received under this ISA

All recorded information held by public sector agencies is subject to the provisions of the Freedom of Information Act 2000 and the Data Protection Act 1998. While there is no requirement to consult with third-parties under the FOIA, the parties to this ISA will consult the party from whom the information originated and will consider their views to inform the decision-making process. Nothing in this paragraph shall prevent the parties covered by this ISA from exercising its obligations and responsibilities under the DPA 1998 as it sees fit.

6.1 Sanctions

Any unauthorised release of information or breach of conditions contained within this agreement will need to be jointly assessed by the parties involved and then be dealt with through the internal discipline procedures of the individual partner

agency. For Thames Valley Police this would be through the Joint Information Management Unit and Wokingham Borough Council will manage information breaches via the Information Security Officer who can be contacted via information.security@wokingham.gov.uk

Wokingham Borough Schools will need to manage data breaches or breach of conditions, via their own internal procedures.

All parties are aware that in extreme circumstances, non-compliance with the terms of this agreement may result in the agreement being suspended or terminated and full review processes will be initiated within 7 working days.

6.2 Suspension of this agreement

This agreement can be suspended for 45 working days, if security has been seriously breached. This should be detailed in writing and be evidenced to the Data Controller. Any suspension will be subject to a risk assessment and a resolution meeting between nominated representatives. This meeting will take place within 7 working days of the written identification of any breach. The suspension may be lifted when the cause of the breach has been satisfactorily investigated and appropriate measures have been taken to address and resolve the situation. Any such suspension is to be without prejudice to the parties other rights under this Agreement and the Contract.

6.3 Indemnity

Each party will keep the other indemnified against all reasonable costs, expenses and claims arising out of any breach of this Agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending party, employees, agents or any other person within the control of the offending partner of any data obtained in connection with this Agreement. Such indemnity extends to any sanction imposed by the Information Commissioner's Office under its statutory powers.

7 Termination

Any party wishing to terminate this agreement will be required to give 28 calendar days' notice in writing to the Director of Social Services. All notices to be given by a party under this Agreement will be in writing, in English.

Data Protection Act Registration Number

Organisation: Wokingham Borough Council
ICO Link officer: Stuart Bignell, Interim Information Security Officer
DPA Registration No: Z4660815
Address: Wokingham Borough Council, Civic Offices, Shute End, Wokingham, Berkshire, RG40 1BN

Organisation (Name of School)

Organisation: Lambs Lane Primary
ICO Link officer: Sharon Finn
DPA Registration No: Z7435861

Address: Back Lane, Spencers Wood, Reading, Berks, RG40 2HR

8 Appropriate Signatories


Each Partner should identify who is the most appropriate post-holder within their agency to sign the ISA. It is the responsibility of the individuals identified at Section 3.2 to ensure that copies of the ISA are made available as necessary to ensure adherence to the ISA.

I confirm that this ISA has been prepared in consultation with the Data Protection Officer, or other appropriate person, for each signatory to this agreement.

School: Sharon Finn

Wokingham Borough Council

Signature:



Signature:

Post Held: Headteacher

Post Held:

Contact Details: 0118 9883820
head@lambslane.wokingham.sch.uk

Contact Details:

Date: 28/03/17

Date:

Please return the signed ISA to triage@wokingham.gov.uk. The information sharing process will begin with each school once the signed ISA has been received.