

Joint Protocol

Kirkby Stephen Grammar School

and

Cumbria Police (North BCU)

This protocol seeks to clarify the Safer Schools Partnership between police and Kirkby Stephen Grammar School. The overall aim of this protocol is, therefore, to ensure that the young people, staff, parents and visitors to the school have a safe environment in which to study, work and visit, and where young people can develop to their full potential.

Responsibility for school discipline still remains with the school and its staff. Police will take ownership for crime and disorder matters of a more serious nature or reported under the terms of the National Crime Reporting Guidelines for schools and police. (Appendix A).

This protocol has been agreed following consultation with the senior management teams of Cumbria Police and Kirkby Stephen Grammar School. This protocol is a 'live' document that will continue to evolve with the partnership. Any aspect of the protocol can be reviewed at any time but there will be a formal review conducted every twelve months. This review will be conducted by representatives of the BCU and the school and is intended to identify whether the agreement remains current, effective and to identify ways in which it can be improved.

The objectives of the SSP are to ensure: -

- the safety of pupils, staff, visitors and the school site;
- help for young people to deal with situations that may put them at risk of becoming victims of crime, bullying or intimidation, and to provide support to those who do;
- early identification, support and where necessary challenge of pupils involved or at risk of offending;
- where appropriate focused enforcement to demonstrate that those who do offend cannot do so without facing the consequences;
- improved standards of pupil behaviour and attendance, and less need for exclusions;
- positive relations between young people and the police and between young people and the local community.

Level of involvement in Kirkby Stephen Grammar School by Cumbria Police

The nominated officer for Kirkby Stephen Grammar School is PC Roly Earl and he forms part of the Appleby Neighbourhood Policing Team based at Kirkby Stephen Police Station.

The officer will visit the school on a weekly basis and liaise with staff.

The officer will also attend any discipline/exclusion meetings. The officer will also help

deliver lessons in accordance with current Cumbria Constabulary policy.
This service level agreement has been reached by Inspector Lee Skelton and David Keetley, Deputy Head.

The Role of the SSP officer: -

1. Visit and patrol the school premises to raise student and staff awareness and provide reassurance.
2. Respond to anti-social behaviour and crime in school when on duty and when available, ensuring that the national crime reporting guidance between schools and police is adhered to.
3. Support the curriculum by attending and delivering relevant lessons and assemblies, in accordance with Constabulary policy.
4. To encourage and assist the school in making referrals to the 'Prevent and Deter Panel' where appropriate.
5. The development of 'Acceptable Behaviour Contracts' for young people on the fringes of offending behaviour, via the 'Prevent and Deter Panel.'
6. Accompany staff and students on some external visits.
7. Where possible attend 'Multi Agency Support Team' (MAST) meetings for the local cluster.
8. Support the school during key times in the school calendar (e.g. leavers dates)
9. Assist in a partnership approach to any incidents of bullying and truancy
10. Any other activities that will help achieve the overall objectives of SSP.

The Role of the School: -

1. To develop or maintain a Behaviour Management Policy that reflects the work of the Safer Schools Partnership.
2. To adhere to the National Crime Reporting Guidelines for schools/police.
3. Ensure staff are aware of their own responsibilities and those of the police, clarifying which incidents should be dealt with by the school and those that should be reported to police.
4. Identify a named member of staff for the SSP.
5. Agree a programme of involvement for the officer with regards to PSHE and citizenship.

Other Issues:

Uniform

- As a uniform member of the Neighbourhood Policing Team the SSP officer will complete their duties in uniform. There will be occasions, however, where it is not practicable or desirable for uniform to be worn. Under these circumstances the officer's line manager may authorise plain clothes to be worn. An example of this may be the case where the officer is required to speak to a group of people under sensitive circumstances and it would be detrimental to that process for the police officer to be identified as such to parties not from within this group of people.

Officer Safety Equipment

- All officers are required to wear their safety equipment. In plain clothes this will be worn covertly. In certain limited situations it may be decided it is not appropriate for the officer to wear their equipment, but in all such situations the equipment must be readily accessible.

Information Exchange

- *The exchange of information is covered by an information sharing agreement between Cumbria Constabulary and Kirkby Stephen.*
- Any information exchanged verbally between police and academy staff must remain confidential and not be shared with other persons unless the required authority under the above information sharing protocol has been complied with.

Contacting Police

For emergency situations call 999.

For cases that are not emergencies but do require a swift response call 0845 3300247 and ask for a normal patrol to be sent, it maybe the case that PC Earl is on duty and will be the officer that attends.

For cases that are not at all urgent call 0845 3300247 and ask for a message to be sent/left for PC Earl asking that she makes contact when next on duty and available.

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Chief Superintendent

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Head Teacher

Further information on Safer Schools Partnerships can be found at www.crimereduction.homeoffice.gov.uk/saferschools or www.everychildmatters.gov.uk



**KIRKBY STEPHEN GRAMMAR
SCHOOL**

Information Sharing Agreement Summary Sheet

Doc Ref: ISA/SSP/015

ISA Title: KIRKBY STEPHEN GRAMMAR SCHOOL Safer Schools Partnership

Partners: KIRKBY STEPHEN GRAMMAR SCHOOL
Cumbria County Council
Cumbria Constabulary
Cumbria Youth Offending Service
Connexions Cumbria Ltd

Purpose: The purpose of this agreement is to set out the terms under which information may be shared between the partners in order to help identify and support children and young people from KIRKBY STEPHEN GRAMMAR SCHOOL who are engaging in, or at risk of becoming victims of, criminal or anti-social behaviour.

Version: 2.00

Status: LIVE

Owner: KIRKBY STEPHEN GRAMMAR SCHOOL, Safer Schools Partnership Officer

Approved By: Inspector Appleby Station

Valid From: 1st November 2010

Review Date: 30th April 2011

Partner Owner: Cumbria Constabulary

Location of Agreement: I&RMO Office, Cumbria Police HQ

Protective Marking Scheme: NOT PROTECTIVELY MARKED

VERSION CONTROL

Version No.	Amendments Made	Authorisation
1.00	Initial version	Signatories
2.00	- Name change from Adult and Cultural Services to Adult and Local Services - Other minor changes to 5.2, 5.14.2, 9.3, 9.4, 11.1	Signatories

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1 Introduction

- 1.1 The Children Act 2004 ('the Children Act') places a responsibility on key service providers to work directly with young people to help safeguard their welfare, and also places a 'duty to cooperate' on agencies or organisations which are involved with children to work together in an effort to help divert them away from offending, and prevent them from becoming a victim of crime.

Within Cumbria, organisations which are considered to be key service providers, and so called upon under the Act, include (amongst others):

- Cumbria County Council
- Cumbria Constabulary
- Youth Offending Service
- Connexions Cumbria Ltd

- 1.2 Cumbria County Council ('the Council') is responsible for the provision of social care and services to support education and schools for both children and adults within Cumbria, including the infrastructure through which these services can be administered. Children will receive help from the relevant department within the Council (either Children's Services or Adult and Local Services) as befits their age and subject to Council Policy and Procedures concerning any special considerations required to be taken into account.

1.2.1 Education, welfare services and support in relation to young people up to the age of 18 are normally managed through Children's Service's.

1.2.2 Corresponding support for young people aged over 18 is normally provided through Adult and Local Services.

- 1.3 Cumbria Constabulary ('the Constabulary') as the lead organisation concerned with managing crime in Cumbria, embraces the requirements of the Children Act, and is fully committed to working to reduce youth crime. This commitment extends to all young people whether they are victims, witnesses or offenders and includes those who live, work, or who are being educated within Cumbria, and all visitors to the county who are under 21 years of age.

As part of this, the Constabulary works to consider all factors involved in youth offending, including taking a pro-active partnership approach to reduce crime which in any way involves young people in Cumbria.

- 1.4 The Youth Offending Service was established under Section 37 of the Crime and Disorder Act 1998 and gathers information relating to young offenders on behalf of the Youth Justice Board ('YJB'). The principal aim of the Youth Justice System is to prevent offending by children and young persons. It is overseen in England and Wales by the YJB, whose board members are appointed by the Secretary of State for Justice.

- 1.5 Connexions Cumbria Ltd is a private company, and a key service provider within Cumbria which engages directly with young people by providing information, guidance, and personal development support to all young people aged 13 – 19, and up to age 25 for people with learning difficulties and/or disabilities.

- 1.6 KIRKBY STEPHEN GRAMMAR SCHOOL is an educational establishment in Cumbria, providing facilities to approximately 400 children and young people, aged 11 - 19.

- 1.7 In pursuance of their collective aims and objectives concerning the protection of children and young people from harm, as well as meeting the requirements of the Children Act, the partners to this agreement wish to work together through a collaborative and preventative approach within educational environments that is intelligence led and delivered in partnership. Such partnerships will be known as Safer Schools Partnerships ('SSP'). The partnership formed by the signatories to this agreement is a SSP within this definition, and is focused on supporting the children and young people at KIRKBY STEPHEN GRAMMAR SCHOOL.
- 1.8 As part of their collaborative working, the signatories recognise a joint need for information to be shared between them where this will support the aims of the SSP, and where it will help reduce or avoid instances of youth crime as well as protect young people from harm. In particular, they acknowledge that information that they may hold within their own records may appear insignificant in isolation, but become critical when placed alongside information held by another partner. This agreement is therefore intended to set out the terms and conditions under which such information sharing may take place.

2 Purpose

- 2.1 The primary purpose of this document is to set out the conditions and processes whereby information, including police information, may be lawfully shared with the partners in support of:
- (a) the effective and safe performance of the statutory duties of the partners where this concerns the safety and welfare of children and young people, and / or,
 - (b) the policing purposes described in section 4.5 below
- 2.2 This agreement will also ensure that only information that is relevant and proportionate to the purposes set out in it, and which relates to young people attending KIRKBY STEPHEN GRAMMAR SCHOOL, is shared. It is also intended to ensure that it is delivered in a timely and controlled fashion, so as to minimise any risk of harm to any person who could potentially be affected by the behaviour or actions of the people concerned.
- 2.3 Where other legislation or protocols exist which include provision for information sharing between the partners (including where information is shared under a statutory obligation or statutory power), these will take precedence, and must also therefore be considered in conjunction with this Information Sharing Agreement.

3 Benefits

- 3.1 The benefits of information sharing to the partners and young people involved include:
- Reinforcing the open and mutually supportive partnership approach to reducing crime and anti-social behaviour (including bullying) amongst young people, and to reduce the number of incidents and crimes in schools in Cumbria.
 - Helping decision-makers within the partner organisations to make properly informed and balanced decisions in relation to risks involved in working with young people, and especially help them where the information may not otherwise be available from any other source.

- To enable staff working with young people to engage with them on a fully informed basis, helping them to challenge unacceptable behaviour and develop young people's respect both for themselves and the community as a whole.
- To help maintain a safe and secure school community, so enhancing the learning environment.
- To help ensure that young people remain within the education system, actively learning and developing their abilities in a healthy and safe environment, so encouraging them to achieve their full potential.
- The sharing of information will help protect the partners' respective members of staff, and bystanders (such as other young people) from exposure to (or fear of) harm, violence, crime, disorder, anti-social behaviour or verbal abuse within the school environment. It will also assist in the discharge of the partners' Health and Safety responsibilities to their staff, pupils and visitors.
- Participation will help preserve and foster good working relationships between the Police, Local Authorities, Probation Service and the Courts in relation to the management of young people who have been placed under any form of parole, curfew or other conditions concerning their actions, movements or behaviour.
- Promoting public reassurance in the mutually supportive approach of the partners in relation to identifying and meeting the needs of young people, and the safety of the school environment.

3.2 Additional benefits which relate to Cumbria Constabulary include:

- Supporting core functions of the Police to reduce potential harm to people or property through a partnership approach.
- Supporting the monitoring and management of:
 - persistent young offenders
 - young persons on curfews or who have been issued with a banning order by the courts
 - young persons who have been issued with an Anti Social Behaviour Order (ASBO/CRASBO), or who have signed an Acceptable Behaviour Contract (ABC)

where these are relevant to the KIRKBY STEPHEN GRAMMAR SCHOOL environment

4 Power(s)

4.1 Statutory powers already exist under the following legislation, which each include provision for information sharing under a multi-agency approach, in different circumstances. In some cases, these powers place a duty or obligation on partners to request and share information.

- The Human Rights Act 1998 (Article 8)
- The Children Act 1989 (sections 14, 17 and 47)
- The Children Act 2004 (sections 10, 11 and 12)
- The Crime & Disorder Act 1998 (sections 17, 37, 38, and 115)
- The Health Act 1999 (section 27)
- The Data Protection Act 1998
- The Local Government Act 1972 (section 111)
- NHS Act 1977 (sections 2 and 22)
- The Education Act 1986 (sections 10 and 13)
- The Education Act 2002 (section 175)
- The Learning and Skills Act 2000 (sections 114 to 122)

4.2 In circumstances where statutory powers to share information are unavailable or do not apply, the partners agree that any decision to share (or withhold) information will be based on an assessment of the risks involved - that is, balancing the risks of possible consequences if information is shared against the risks if it is not shared.

4.3 When considering these risks, the signatories further agree that any decision to share must be justified when balanced against the rights of the individual as set out in the Data Protection Act 1998, and the Human Rights Act 1998.

The risk assessment concerning whether information should be shared will also take into consideration any national guidelines concerning the management of sensitive information held by the partner, or the organisations that they represent.

4.4 Where medical information is involved, the partners note and agree that the principles known as the 'Caldicott Principles' will be fully considered as a part of all decisions on whether the sharing of information is justified.

4.4.1 In December 1997, the Caldicott Report identified weaknesses in the way parts of the NHS handled confidential patient data and recommended that a senior person should be nominated in each NHS organisation, including the Department of Health and associated agencies, to act as Caldicott 'Guardians', with a responsibility to ensure patient data is kept secure.

4.4.2 The recommendations advised that the 'Guardian' should normally be a senior health professional or be closely supported by such a person. The NHS IM&T Security Manual (Section 18.4) requires each organisation to designate a senior medical officer to oversee all procedures affecting access to person-identifiable health data. This role and that of the 'Guardian' may be combined, providing there is no conflict of interest.

4.4.3 The requirements to protect the confidentiality of patient information as set out in the Caldicott provisions will therefore be considered as part of the assessment as to whether the interests of the patient are best served by the sharing of information, or whether they are best served by not sharing.

Where information is shared, provisions to secure, protect and preserve the confidentiality of any patient information whilst it is in the hands of another partner will be adhered to, as set out in Sections 6 and 9 below.

4.5 Police Information

In circumstances where statutory powers do not apply, police information will be shared under this agreement through the Common Law power of supporting the 'policing purposes' defined by the Code of Practice on the Management of Police Information (2005), specifically:

- Protecting Life and Property
- Preserving Order
- Preventing the Commission of Offences

In these instances, the decision by Cumbria Constabulary to share (or withhold) information for each individual, is therefore based on risk.

Where the decision is made to share police information, this must be on the basis that the benefits of supporting one or more of the policing purpose(s) above outweighs the rights of the individual under the Data Protection Act 1998 or Human Rights Act 1998.

Protecting life and property:

- through informing the partners' respective decision-making processes concerning the handling and treatment of young people with a history of causing harm to themselves, to others, or to property

Preserving order :

- through informing the partnership joint decision-making process of identifying persons who Cumbria Constabulary have reason to believe may be intending to become involved in causing disorder within the partners' working environments
- by providing a lawful conduit through which partners may be forewarned of all persons who the Constabulary have reason to believe may intend to cause disturbances, anti-social behaviour, damage to property or other offences, based on the history of previous offences of these types which they have committed in the past, or other indicators
- through providing published and visible support to the partners, to help them achieve a safer environment for the provision of education to young people

Preventing the commission of offences :

- by reducing the opportunity for offences to be committed against other young people, partners' staff, or members of the public, or their property

4.6 The signatories agree that they will only share appropriate information regarding a child or young person where it is proportionate, and where it is considered by the partner owning the information that it is in the best long-term interest of the child or young person concerned to share it.

4.6.1 In recognition of this, the partners agree that they will only share information under this agreement either;

- with the informed consent of the child or young person (or parent / carer where appropriate),

OR

- where the sharing supports one or more of the policing purposes above,

OR

- there is another legal basis to do so.

4.6.2 Where information has been shared, the fact of what has been disclosed, to whom, when and why it was shared, should be disclosed to the young person (or parent or carer) when the matter is subsequently being discussed with the individual(s) involved, **unless:**

- (a) such disclosure would potentially prejudice the purpose for which it was actually shared, for example, if it could hamper the effectiveness of an investigation into the possible commission of a crime or offence, or,**
- (b) such disclosure would occasion a risk of significant harm to any other person associated with the information or who may be affected by it.**

Disclosing what has been shared should also help cement the open and joint working approach of the partners and evidence their joint effort to support the best long term interests of the young person concerned

- 4.7 Requests to share information will therefore be considered on a case by case basis, where the partner who owns the information will take all the above factors in sections 4.1 to 4.6 into account as part of the decision making process of whether to share any information that might be held.
- 4.8 The partners agree that adherence to the decision-making process outlined in Appendix A for the sharing of police information forms a low level risk assessment, ensuring that test of proportionality with regard to the requirements of the Data Protection Act, Human Rights Act and the Common Law Duty of Confidence have been considered.

5 Process

- 5.1 This agreement has been formulated to facilitate the exchange of information between partners. It is, however, incumbent on all partners to recognise that any information shared must be justified on the merits of each case.
- 5.2 KIRKBY STEPHEN GRAMMAR SCHOOL may also sometimes be referred to by the staff and pupils who attend it as a 'college' or 'school', and these terms have both been used from time to time in this document.
- 5.3 Information will shared between two (or more) of the partners on the basis of two possible scenarios, or sets of circumstances:

- a) As the result of an incident, for example something which happens in the 'school' in to which one of the partners then carries out an investigation or other background check, which in turn then results in a need being identified for a request to be made to the other partners for information.

OR

- b) As a consequence of information coming into the possession of one of the partners, from a source outside the SSP, such that the partner coming into possession of the information identifies a potential risk of harm, and in their view sufficient reason exists for checking whether any relevant additional information concerning the possible risk may be held by another partner.

Incidents Occurring within KIRKBY STEPHEN GRAMMAR SCHOOL

- 5.4 The signatories agree that the most common scenario giving rise to the possible need to share information is expected to come about as a result of incidents or behavioural issues which are identified during daytime attendance at the school. Where this occurs, the initial raising of the concern will usually, therefore, be instigated by a member of the school staff. Where this occurs, the college will retain a record of the incident in paper and/or electronic form, in locked filing cabinets, and on the school IT systems respectively. Where such incidents are brought to the attention of another partner, KIRKBY STEPHEN GRAMMAR SCHOOL reserves the absolute and sole power of discretion to allow the other partner (or anyone else) access to their incident records in accordance with their own policies and procedures.
 - 5.4.1 Where the college decides that reason exists for further information (relating to either the incident or the young people involved) to be sought from the partners, priority will be given to the welfare of the young people at the centre of the incident.

In support of this, the request for information may be made in whatever

format is best suited to the circumstances at hand, including face to face, by telephone, or any other means **at the discretion of the school**, taking into account;

- urgency,
- the security of the method to be used and the potential harm that could be occasioned should the confidentiality or integrity of the information be compromised
- the seriousness of potential harm to any of those involved,
- the need (and opportunity) for privacy,
- the potential for bystanders such as other young children to be exposed to distressing events, or
- any other factors considered by the school staff (who have prime responsibility for the welfare of children and young people attending at the school) to be relevant.

5.4.2 The partners acknowledge that a legislative requirement exists on Cumbria Constabulary for requests for information made to them for police information to be made in writing, and which must also identify the policing purpose behind their request. However, where this occurs, such written request may be made retrospectively, for example in cases of urgency.

Information gained by a partner outside the KIRKBY STEPHEN GRAMMAR SCHOOL environment

5.5 Where information comes into possession of a partner concerning a young person who attends the college, but which is gained outside the college environment, and is recognised may be:

- an indicator of a deeper problem, or
- of value in preventing potential (or actual) harm to people or property, or material to the welfare of a young person,

the partner may make a request for any additional information which may be held by another partner which may help contribute towards building a 'bigger picture' of individual behaviour, events, or the risk of potential harm.

5.5.1 In these circumstances, all requests for information will be made in writing and:

- include sufficient personal information to enable the correct identification of any individuals involved,
- clearly set out the information being sought, and why
- provide a requested timescale for a reply

5.5.2 This will enable partners to identify any information which they may hold which is proportionate and relevant to the request, and to consider whether it should be shared.

What Information Is Shared

5.6 Information which may be considered to be shared under this agreement includes:

- Name
- Date of birth
- Contact and Home Addresses and telephone numbers
- Special Requirements eg translator
- Parent/carer contact details
- Academic performance, including attendance
- Aspirations of the young person where these are known
- Assessments of personal development in terms of personal or 'relationship' skills
- Behavioural concerns, bullying, aggressiveness towards others (including teachers), attentiveness
- Domestic circumstances
- Sexual orientation
- Whether the young person is sexually active
- Any medical concerns or issues which may have been noted during contact with the young person, eg heavy bruising, any indicators of substance misuse, hyperactivity, mental health issues
- Any known crimes or offences the young person has been involved in (including subsequent disposals where applicable), for example Acceptable Behaviour Contracts, Anti-social Behaviour Orders, Curfews, Banning Orders, or Fixed Penalty Notices

5.7 The decision about exactly what information will be shared, and what will not, will be taken on a case by case basis. Information which is not relevant to the request or which is disproportionate in relation to the reasons for the request will not be shared.

5.8 Where a child is considered to be at risk of significant harm, or where a young person presents a risk of significant harm to other children, Cumbria Constabulary may determine that separate ('Child Protection') measures should be instigated.

5.9 Where information requested to be shared by Cumbria Constabulary would potentially identify a victim or witness who is not the subject of the request, their written consent must also be obtained prior to the information being shared. If obtaining this consent is unfeasible, either the information must be anonymised to protect their identity, or the decision taken not to share.

When Information is Shared

- 5.10 Information may be shared at any time, but will only be shared directly between signatories to this agreement – or their nominated representatives (See Section 7 below).
- 5.11 The timescales for responses to information requests will be agreed on a case by case basis by the nominated representatives involved.
- 5.12 Information may be shared verbally (face to face), or in writing.
 - 5.12.1 Information provided to the partners will be shared only in the form of paper records, delivered by hand, for retention by the recipient partner(s) as part of the 'case file' for each individual concerned.
 - 5.12.2 In all instances, information will be delivered using secure means only, as befits the circumstances and urgency of the case involved. These means will usually therefore exclude the use of fax, telephone or insecure e-mail.

What Happens to the Information

- 5.13 Information shared between the partners to this agreement may be stored on paper or electronic systems as required by the partners to optimise the effectiveness of their respective professional functions.
 - 5.13.1 Information stored on electronic systems will have access limited to those personnel with a professional 'need to know', with the access protected by user names and passwords.
 - 5.13.2 Case files of paper records will be retained securely by the respective partners (or their nominated representatives) in locked filing cabinets in locked offices with access limited to those with a professional 'need to know'.
 - 5.13.3 A list of nominated representatives for each organisation who are authorised to have such access to paper or electronic records is attached as Appendix B. The partners undertake that they will update changes to this list as necessary, throughout the life of this agreement.
 - 5.13.4 However, the partners acknowledge that in the event of an investigation being required into a possible criminal offence, then the nominated representative of Cumbria Constabulary is authorised to share any relevant information within the police as may be required to allow the investigation to be carried out.

Records Of Information Shared

- 5.14 Partners will retain records of information shared between them as necessary to support their involvement in their respective 'case files'.
 - 5.14.1 The partners note that a record is required by legislation to be maintained of all police information shared by Cumbria Constabulary, in such format that it can be reviewed and audited at a later date.
 - 5.14.2 The Constabulary record of police information shared will be maintained under the terms of this agreement by the Safer Schools Partnership Officer (see Section 7.7 below) and will include details of:
 - the information shared
 - the name of the partner who requested the information, and why
 - the name of the provider of the information, and the date the information was shared

6 Constraints on the use of the Information

- 6.1 Information shared under this agreement must not be disclosed to any party outside this agreement without the written consent both of the agency that originally provided it, and the consent of the young person (or their parent, carer or guardian where appropriate), unless it is necessary to support one or more of the policing purposes set out in Section 4.5 above, or there is another legal basis to do so, for example, a Court Order.
- 6.2 It must be stored securely and deleted when it is no longer required for the purpose for which it was provided.
- 6.3 Information shared by partners will not be transferred to CD or USB flash drive (memory stick) or other portable memory device.
- 6.4 Partners to this agreement undertake that personal data received will only be used for the specific purpose for which it is requested.
- 6.5 The signatories note that performance issues concerning the effectiveness of the Safer Schools Partnership may be discussed outside the partnership itself, for example at School Board meetings, where other parties (such as school governors) may be present. Whilst the existence of this agreement is intended to be pro-actively published, and the day-to-day effectiveness of the ISA may be discussed by those involved, no personal information shared under this agreement will be disclosed during these meetings.
- 6.6 With the exception of Cumbria Constabulary (see below), all of the signatories and nominated representatives who will share information under this agreement will be CRB checked prior to their involvement in it. The check will be renewed every 3 years.
 - 6.6.1 The signatories accept that Cumbria Constabulary employees are not CRB checked but are subject to a police vetting procedure.
- 6.7 The partners acknowledge that in the event of an investigation being required into a possible criminal offence, any information received by the Constabulary through this agreement will be managed through existing national intelligence model (policing) protocols. Where such a situation arises, the information will be held and used by the Constabulary strictly, and only, in relation to lawful policing purposes.

7 Roles and Responsibilities under this Agreement

- 7.1 Signatories are responsible for ensuring that adequate resources are available within their respective organisations to fulfill the commitments made to the other partners under this agreement.

This includes ensuring that all personnel and staff who may be involved in sharing information under this agreement are suitably trained and qualified with regard to its requirements, and that sufficient staff resources are in place to cover absences and leave.
- 7.2 In order that the most appropriate resources within the partner organisations can be brought together as quickly as possible, each signatory will identify one or more individual role-holders to be primary points of contact (SPoC's) for information sharing under this agreement within their respective organisations.

Whilst for some partners a single point of contact within their organisation may be sufficient, the partners recognise that in other cases it will be more effective to nominate a number of SPoC's, with each one having responsibility to manage, co-ordinate and disseminate requests for information and responses within their own sections or departments.

- 7.3 The nominated role-holders appointed to act as SPoC's for each organisation will be listed alongside the signatory details at the end of Section 12 below.

However, the partners agree that although SPoC role-holders must be listed, for security reasons their respective contact details will be attached as a separate Appendix (Appendix 'B') to this document, to be exchanged privately between the organisations concerned, and not published as part of this agreement.

- 7.4 The chief responsibility of each SPoC will be to ensure that those directly involved in a case are fully and properly informed of any relevant information shared by another partner, and so are as fully equipped as possible to support and protect the interests and welfare of the individuals under their care.

7.4.1 The SPoC's must also ensure that shared information disseminated to those involved in a given case is only used for the purposes for which it was requested or supplied, and that any requests initiated from within their section or department for information from the other partners supports a statutory obligation, statutory power, or other purpose authorised within this agreement.

7.4.2 It is also the responsibility of each SPoC to ensure that the contact details listed in B for their own organisation (or section, or department) are kept up to date and changes advised to the other partners as necessary.

- 7.5 The SPoCs are also responsible for ensuring that any information they share is accurate and in line with existing national or local standards. If inaccuracies or errors are later found to exist in information that has already been shared, this is to be notified by the partner discovering the error to the originator, who must then further advise all relevant recipients to whom the incorrect information has previously been sent, as appropriate.

- 7.6 Where a child or young person leaves the college, for example to go to another school or college, their (paper-based) school file will be sent to the new school. Where these paper records include information shared by another partner under this agreement, the SPoC for KIRKBY STEPHEN GRAMMAR SCHOOL will be responsible for informing the other partners of the intended move **prior to the transfer being completed** so that the file can be reviewed and a joint decision made on the proportionality and appropriateness of the previously shared information being sent to the new school.

- 7.7 The designated SPoC for Cumbria Constabulary will be known as the 'Safer Schools Partnership Officer' and must ensure that a record is kept of all information shared by or with the Constabulary under this agreement, including any decisions not to share, in accordance with Cumbria Constabulary Information Sharing Policy.

8 Specific Procedures

- 8.1 Information shared by Cumbria Constabulary must be marked and protected from compromise in accordance with the 'Cumbria Constabulary Government Protective Marking Scheme ('GPMS') Policy'. However, Cumbria Constabulary accepts that none of the other partners to this agreement recognise the GPMS scheme and that the decision of who may have access to GPMS sensitive information is therefore risk-based.

9 Review, Retention and Disposal

- 9.1 Partners to this agreement undertake that personal data received will only be used for the specific purpose for which it was requested and that the recipient of the information will keep it securely stored and dispose of it when it is no longer required.
- 9.2 Paper records containing information shared under this agreement are to be disposed of by shredding, and any corresponding electronic records also deleted. In due course, the electronic storage devices themselves must be cleaned and disposed of securely when they are taken out of service.
- 9.3 Information shared under this agreement and retained by KIRKBY STEPHEN GRAMMAR SCHOOL will be retained for not longer than 5 years after the end of the association of the child with the school.
- 9.4 Case files held by Cumbria County Council Children's Services, Adult and Local Services, and Connexions Cumbria Ltd which contain information shared under this agreement will be reviewed every 12 months to ensure the information is still accurate, relevant and proportionate to the needs of the young person involved:
Upon review, either;
- 9.4.1 Where appropriate, the information will be destroyed.
- 9.4.2 Where a need is identified for the information to be retained, it may be retained for further review in another 12 months, for up to a maximum of 5 years. After this time, if the information is still required to be retained, the written approval of the partner(s) from whom any shared information was obtained must be provided
- 9.5 Information shared during the life of this agreement by the other partners with Cumbria Constabulary will be reviewed in line with the Cumbria Constabulary Review Retention and Disposal Policy.

10 Review of the Information Sharing Agreement

- 10.1 The ISA will be reviewed six months after its implementation and annually thereafter. The nominated holder of this agreement on behalf of the partners is Cumbria Constabulary, and it is based on the national template for Information Sharing which forms part of the guidance issued on the Management of Police Information by ACPO and the Home Office.

11 Indemnity

- 11.1 KIRKBY STEPHEN GRAMMAR SCHOOL, Cumbria County Council Children's Services, Cumbria County Council Adult and Local Services, Cumbria Youth Offending Service & Connexions Cumbria Ltd, as receivers of police information will accept total liability for a breach of this Information Sharing Agreement by them, should legal proceedings be served in relation to the breach relating to compromise of police information.

12 Signatures

- 12.1 The signatories agree that the procedures laid down in this document provide an acceptable framework for the sharing of information between themselves, and that it is in a manner compliant with their statutory and professional responsibilities.
- 12.2 The signatory for Cumbria Constabulary has been delegated by an ACPO rank officer as the Chief Information Officer.
- 12.3 The signatory for the partner agencies should be a senior member of staff who can be held accountable for the processing of information.
- 12.4 The signatories to this agreement undertake to:
- Implement and adhere to the procedures and structures set out in this agreement.
 - Ensure that where these procedures are complied with, then no restriction will be placed on the sharing of information other than those specified within this agreement.
 - Engage in a review of this agreement six months after its implementation and annually thereafter.
- 12.5 The signatories accept responsibility for implementation of the terms of this agreement within their own organisations, and agree that staff will be trained so that requests for information, and the information sharing process itself, will be sufficient to ensure that the purposes of the agreement can be met.
- 12.6 Signatories must ensure that they comply with all relevant legislation.

We the undersigned agree that each agency/organisation that we represent will adopt and adhere to this information sharing agreement.

PARTNER AGENCY	ADDRESS	SINGLE POINT OF CONTACT (SPOC)		SIGNATORY	
		POSITION	CONTACT NO.	POSITION AND NAME	SIGNATURE
KIRKBY STEPHEN GRAMMAR SCHOOL	Kirkby Stephen CA17 4HA	Not for publication – See Appendix B	Not for publication – See Appendix B	Head teacher – David Keetley	
Cumbria County Council	5 Portland Square Carlisle CA1 1PU	Children’s Services	Not for publication – See Appendix B	County Manager & Delegate of the Caldicott Guardian for Children’s Services – Charles Proctor	
Cumbria County Council	15 Portland Square Carlisle CA1 1PU	Adult and Local Services	01228 227141 Other numbers not for publication – See Appendix B	County Manager – Fiona Musgrave	
Cumbria Constabulary	Police HQ, Carleton Hall Penrith CA10 2AU	Safer Schools Partnership Officer	0845 3300247 Other numbers not for publication – See Appendix B	Chief Information Officer – Detective Supt Smith	

NOT PROTECTIVELY MARKED

Connexions Cumbria Ltd	Address	Local contacts	Not for publication – See Appendix B	Area Manager (West) – Mike Priestley	
Cumbria Youth Offending Service	19 Victoria Place, Carlisle CA1 1EJ	Steven Searle, Prevention Manager,	Tel: 01228 227093 Other numbers not for publication – See Appendix B	Head of Service - Deborah Royston	

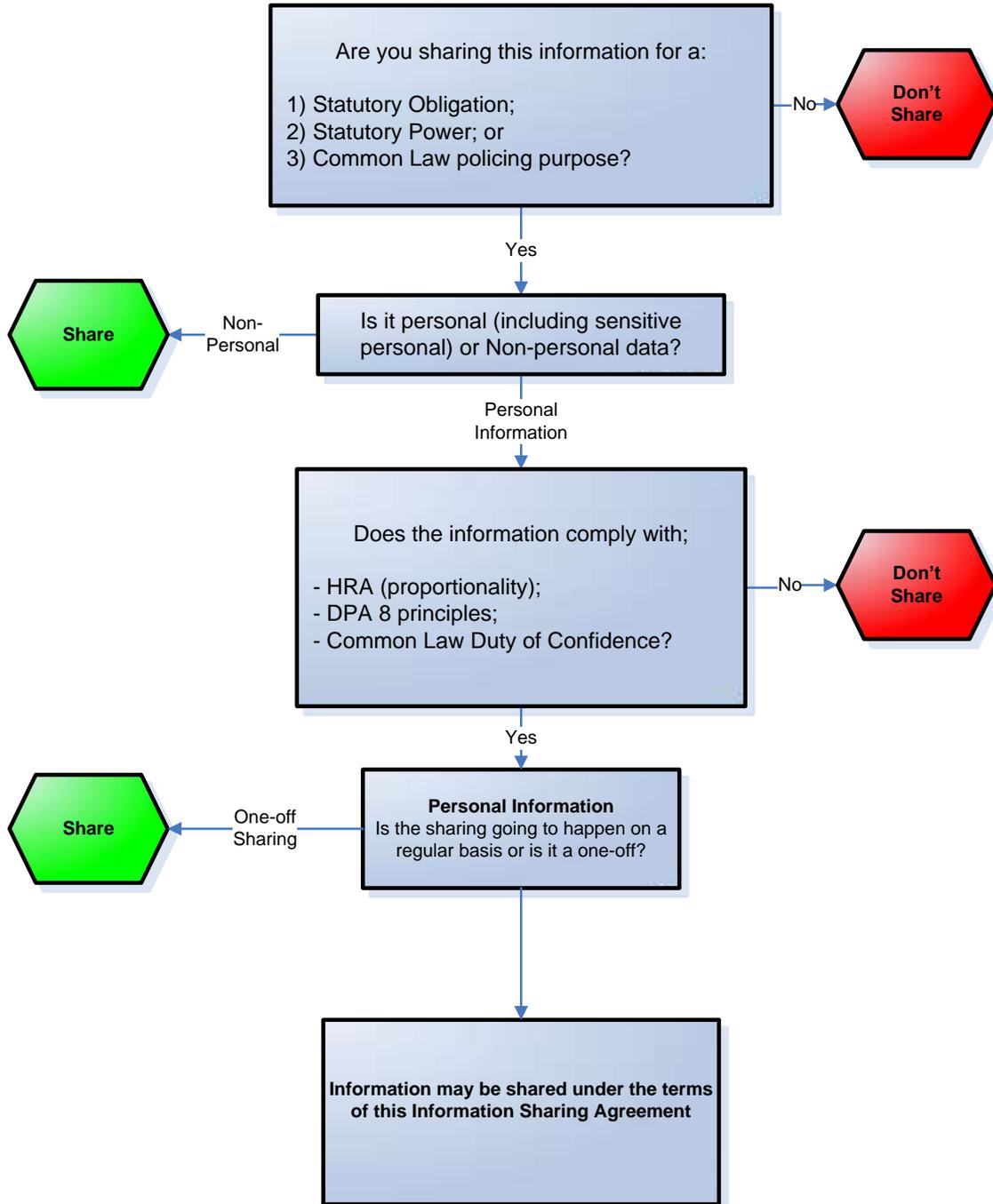
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APPENDIX A

Sharing Police Information Process Map



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PROTECT – PRIVATE

NOT FOR PUBLICATION

Appendix B

The nominated representatives for each organisation who are authorised to have such access to paper or electronic records of information shared under this agreement are:

KIRKBY STEPHEN GRAMMAR SCHOOL

David Keetley (Head Teacher) 01768 371693

CONNEXIONS CUMBRIA LTD

Mike Priestley 07919 220195 michael.priestley@connexionscumbria.co.uk

CUMBRIA CONSTABULARY

PC Roly Earl 0845 3300247 07980 747396 roly.earl@cumbria.police.uk
Community Constable PC 448
Kirkby Stephen

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CUMBRIA COUNTY COUNCIL – CHILDRENS SERVICES

Karen Little

karen.little@cumbriacc.gov.uk

Charles Proctor 01228 226983 / 01900 706392

charles.proctor@cumbriacc.gov.uk

CUMBRIA COUNTY COUNCIL – ADULT AND LOCAL SERVICES

Musgrave, Fiona 01228 227141

fiona.musgrave@cumbriacc.gov.uk

CUMBRIA YOUTH OFFENDING SERVICE

Deborah Royston 01228 227093 / 07920 823502

deborah.royston@cumbriacc.gov.uk

Martin Shields

martin.shields@cumbriacc.gov.uk