



INFORMATION SHARING AGREEMENT

BETWEEN

ROCHDALE BOROUGH COUNCIL – Schools & Inclusion

AND

Cardinal Langley RC High School

Document Control

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Revision History

Revision	Description	Date	Revised By
0.1	First Draft issued for comment from IG	March 2023	Philip Woodall
0.2	Deletion of references to the FFT permission form pg 5 and pg 11 and removal of Appendix B permission form pg 17-18	May 2024	Tanya Firth/Megan Hooson
0.3	Addition of GDPR conditions in Section 8	May 2024	Stacey Collinge – Information Governance
0.4	Removal of references to Steve Kay – Assistant Director Early Help and Schools and replaced with Jane Sowerby	July 2025	Tanya Firth
0.5	Deletion to references regarding Wellcomm Project Page 9	July 2025	Emily Humphrey/Megan Hooson
0.6	Deletion of references to National Consortium for Examination Results Appendix pages 5 & 11 and removal of said Appendix A Permission Form pg 15-16	July 2025	Megan Hooson
0.7	Removal of Steve Kay signature and addition of Jane Sowerby	July 2025	Tanya Firth
0.8	Change from Jane Sowerby to Charlotte Mitchell	August 2026	Abby Davies
0.9	Changes to wording section 3 to include reference to Y2 phonics Change of wording to include suspensions & permanent exclusions 4.1 to include reference to special schools & PRU Removal of reference to PAG and changed to NCA in key stage assessment data section		

Review Date

This document will be reviewed:

Review	Description	Date	Revised By
1.0	Review and revise the ISA with IG and apply any required changes. Deadline to revise and get signoff 31/03/2024	31/03/2024	Philip Woodall
2.0	Review and revise ISA with IG and service and apply any required changes. Deadline to revise and get sign off 15/08/2025	July 2025	Philip Woodall and Jane Sowerby
3.0	Reviewed changes for 2026/27 ISA, to be reviewed again July 2027	July 2026	Abby Davies, Megan Hooson, Maqbool Patel

Document Approvals

This document requires the following approvals:

Sponsor Approval	Name	Date
Assistant Director Schools and Inclusion	Charlotte Mitchell	

Document Distribution

This document will be distributed to the following where applicable:

Name	Job Title	Date
Legal		
Academy Group		

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1. Introduction

1.1 Each Party is legally responsible for ensuring that their use of personal data is lawful, properly controlled and upholds the rights of individuals. Evidencing these controls and safeguards (in the form of 'who, what, where, when and how') provides the Parties to this Information Sharing Agreement (ISA) and the citizens we serve with the confidence and assurance that data sharing is:

- consistent with all relevant legislation, professional and industry codes;
- in compliance with the principles relating to processing of personal data under Article 5 of the General Data Protection Regulation and documents the parties respective responsibilities for compliance under GDPR Article 26;
- governed by strict rules designed to protect the security and confidentiality of the personal data throughout the data sharing life cycle (privacy by default and design);
- overseen and monitored by accountable senior managers responsible for ensuring compliance and that staff are properly trained;
- respectful of individual privacy and the rights of individuals.

1.2 This ISA describes the rules agreed by the Parties for this particular information sharing arrangement and includes:

- a description of the purpose and justification for the sharing;
- the benefits for individuals and/or for wider society;
- the legal basis for sharing;
- the categories of personal data to be shared;
- retention and deletion of shared personal data;
- data quality requirements;
- technical and organisational security arrangements;
- rights of individuals, and;
- the monitoring and review processes.

2. Purpose

The purpose of this information sharing agreement is to enable The school, named above, and Rochdale Borough Council – Children, Schools and Families Services (the Council), to support the learning, welfare and safeguarding of children through the exchange, and sharing of information

3. Why is the information sharing agreement needed?

This information sharing agreement is to enable The school, named above, and Rochdale Borough Council, to support the learning, welfare and safeguarding of children through the exchange, and sharing of information. The key purposes for which data will be shared is as follows:

- Weekly pupil data changes
- Statutory Early Years Foundation Stage Profile and Key Stage 1 (including Year 1 & Year 2 Phonics)
- Attendance, Suspensions and Permanent Exclusions
- Free School Meals
- Safeguarding
- Identifying and assessing Special Educational Needs
- Making and reviewing Special Educational Needs Statements and a Transition Plan from age 14
- Keeping arrangements for Special Educational Needs provision under review
- Making arrangements for an advice and information service and a dispute resolution service for parents of children with Special Educational Needs

- In carrying out their duty to provide sufficient schools for the area, local authorities must have particular regard for the need to secure Special Educational Needs provision for pupils with Special Educational Needs (subject to proposals in the SEN Green Paper)
- safeguarding vulnerable children and promotion of child welfare in the authority's area e.g. social care functions including emergency duty and out of hours provision, identifying and investigating children missing education episodes, Looked After Children (LAC)
- The planning of school places
- The development of a sustainable school travel strategy
- Raising the Participation Age (including NEET)
- Alternative Provision and part-time timetable information

4. What information will be shared?

The data items of personal data covered by this Agreement can be found on the Dept for Education (DfE) website within the CTF schema – click on link below for more detailed information

[Common transfer file \(CTF\) and co-ordinated admissions data - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/625660/Common_transfer_file_CTF_and_co-ordinated_admissions_data_-_GOV.UK.pdf)

4.1 The individuals who will be affected by the data sharing are:

All students who attend a nursery, primary, secondary school (Including Special schools and PRU) in Rochdale as well as the details of each child's parent/carer

4.2 Personal identifiers and data types

School Census Data

The school census is a statutory return completed by schools within England. Data is collected on the 3rd Thursday of January, and May and the 1st Thursday of October

Data items vary according to each census but all three census returns include child level personal data. This data sharing agreement also covers all school census data items as defined by the DfE, within the schema for each return. The data items included in the schema can be located

https://assets.publishing.service.gov.uk/media/6256b09f8fa8f54a90551628/Data_Needed_on_the_school_census_22_23_v1.1.ods

The DfE may update the schema. This agreement covers all data items in the current schema in place at the time of data transfer.

Key Stage Assessment Data

End of Key stage assessment data will be collected via school 2 school (S2S) or DTM during summer term. Data will be processed and cleansed via National Consortium for Examination Results (NCER) and submitted to the Department for Education (DfE)/ National Curriculum Assessments (NCA) via Collect and National Curriculum Assessments Portal (NCA). All data analysis will be shared directly to the school/collaborative via DfE data feeds through Analyse School Performance (ASP), Get Information about Pupils (GIAP), Primary Data Packs, Collaborative data packs, Perspective Lite, Fisher Family Trust (FFT) and Rochdale Schools Intranet (RSI).

Information may be requested to support the Councils duties in relation to public sector equality, the monitoring of children not in education, employment or training and raising participation initiatives.

E-Transition Data

E-Transition data will be collected from Primary schools and transferred to secondary schools, via Liquid Logic Establishment Portal, to support pupils and schools with transition processes during the summer term.

LA CAT - Local Authority Child Assessment Tracker

The Local Authority is exploring a new way of raising attainment for some of our most vulnerable groups.

We have developed a system for tracking in-year attainment of Gypsy Roma Traveller (GRT) pupils Cared for Children (CfC) and Children with social worker (CWSW), so that we can identify those in

danger of falling behind their peers. We have chosen these three groups as they are extremely vulnerable and often lower-achieving.

Schools with the above cohort will input in year attainment into the schools MIS, the data will then be collected via the groupcall data extraction tool into the LA system (Liquid logic -Eyes)

Rochdale Foundation Assessment (RFA)

The RFA is used for all EYFS children including 2 year olds and can be used for Year 1 children still accessing EYFS, RFA supports consistency. It facilitates the transfer of data between LA schools and is used by Private, Voluntary and Independent providers in Rochdale. Data from the RFA feeds into LA reports to facilitate LA strategic planning.

Schools will input in year attainment into the schools MIS, the data will then be collected via the groupcall data extraction tool into the LA system (Liquid logic-EYES)

5. How will information be shared?

The Parties to this ISA are relying on the services of a sub data processor for the purpose of harvesting data from the schools and transferring the data to the Authority via Groupcall Xporter. Where the data matches a set of rules, this data will automatically be imported. Where data does not match fully, the data is presented as a conflict and will be corrected/amended using the agreed conflicts process via manual intervention.

Groupcall will not be able to amend any data, only view it if necessary (and only with the consent of the school) as specified in the: DSA between Rochdale Borough Council-and Groupcall

Assessment information will be shared either directly from the school via the DfE secure transfer service, Key to Success, NCATools, or via systems such as S2S, The Rochdale Schools Intranet ,NCER – National Consortium for Examination Results or Fischer Family Trust.

6. How will shared information be used?

Information provided will be used to:

- support the delivery of the statutory functions detailed in section 3
- support the delivery of efficient service packages or business arrangements with schools
- support the Council's strategic role
- forecast future pupil numbers at schools
- Information shared under this Agreement may be processed, analysed, and combined with other education datasets held by Rochdale Borough Council for the purpose of producing school-level and cohort-level performance reports and inclusion analysis reports.

7. Who will information be shared with?

The data will be shared with those Council officers involved in the processes detailed within this agreement. This includes officers of services delivering statutory functions, officers working with children, schools and families providing services under other agreements, officers of the Council who manage the Council's Liquid Logic database, management information and research group officers providing information at a strategic level to inform Council service design and planning. The information will also be shared with Positive Steps, Rochdale LA's Commissioned Provider for Young Peoples Support and Guidance

We will not share personal information included within this agreement with anyone outside the Council without consent unless required to do so by law in delivering our statutory functions, examples where information is required to be shared would include:

- where there are concerns about the safety of a child or young person
- The Crime and Disorder Act 1998 allows information to be shared when there is a reason to believe that sharing information may prevent or detect a crime

8. General Data Protection responsibilities

This data sharing agreement is conducted under the legal framework contained in:

- Data Protection Act 2018
- General Data Protection Regulation 2018
- the Children Act 1989,2004
- the Education Act 1996 Part IV – 321,322,323
- the Learning and Skills Act 2000 (S117)
- Education and Skills Act 2008
- Education and Inspections Act 2006, Academies
- The Education Act 2002 Part 11 Miscellaneous and General -175
- Working Together to Safeguard Children 2018

This agreement needs to be agreed and signed by the school and the Council.

It is the responsibility of both parties to this agreement to ensure that they are properly registered to share information, in accordance with this protocol, as required under the Data Protection Act and General Data Protection Regulation 2018.

The Council agree to keep the information no longer than is necessary to deliver and plan services for children

GDPR Conditions

The Article 6 conditions relied on for this agreement are:

UK GDPR Article 6[c] Legal obligation: the processing is necessary for you to comply with the law

UK GDPR Article 6[e] – processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

9. Fair processing of data and Privacy Notice

The Council will use the data to provide and plan services for all children. Data will only be used in the best interests of the individual.

The school is required by law to notify pupils/parents, as data subjects, which organisations their personal data may be shared with by the issuing of a Privacy Notice. This needs to be supplied at the point of admission whether that be the September intake or during the academic year. If schools or academies form consortiums to share good practice, or an excellent school is supporting weaker schools; the School Privacy Notices will need to include this.

10. Data Sharing – Roles and Responsibilities

The school agrees to:

- transfer daily updates of child level personal data (including exclusion and absence marks) via Groupcall Xporter/Xod automated schedules
- transfer weekly updates of child level attendance via Groupcall Xporter/Xod automated schedules
- provide racist and other prejudice related incident data to support the Council in delivering its public sector equality duty
- provide information as required to support submission of data to the DfE via the National Client Caseload Information system in relation to NEET tracking and monitoring and raising of the participation age (RPA) initiatives and responsibilities
- grant access to the School Census returns for the school so that data can be accessed by the Council from the DfE COLLECT website in electronic format, or by providing a copy of the School Census return in electronic xml format to be submitted to the Council via “S2S”, the national secure, encrypted service provided by the DfE. The school will need to inform the DfE that a data sharing agreement is in place to enable access
- grant access to assessment data to NCER – National Consortium for Examination Results and then to the Council via National Consortium for Examination results systems.
- grant access to assessment data to Fischer Family Trust and then to the Council via FFT (Fischer Family Trust system).

- inform the Council where the death of a child/young person on their roll becomes known, as soon as is practicable, to ensure that records are updated within Council databases according to local procedures

The Council agrees to:

- Make the data available to children's services professionals via systems removing the need for them to routinely contact the school directly
- Notify the school if they become aware of any inaccuracies in the data they receive to ensure data held by both parties is accurate and up to date
- Provide advice and guidance to support the data transfer process (this does not include direct support for SIMS, which would be covered under a separate agreement between the school and its MIS Software Support Provider)
- Store information provided securely with the Councils IT infrastructure
- Where the school has bought into the SLA agreement with a traded services the Council must ensure that any users of the Councils database are made aware of their responsibilities in using the information provided.

11. Data Security

Group Call's commitment

This information gives details of the management of data security in relation to the use of XVault. Schools may wish to use this in conjunction with their fair use policy.

Information is extracted from the school Management Information System (MIS) using Groupcall's industry leading and secure Xporter/Xod software. The data is securely uploaded to XVault using industry standard SSL encryption. A unique identifier configured by Rochdale BC in Groupcall Xporter/Xod ensures that the information is linked to the correct customer account in XVault. Groupcall Xporter/Xod accesses your school MIS system using credentials that you provide and cannot access it without them.

Method of Exchange

The Parties recognise that the point at which information is exchanged poses a significant security risk. The method for exchanging personal information under this ISA is:

Email – only secure email will be used i.e. Egress
 Rochdale Schools Intranet
 DfE Collect Website
 Groupcall Xporter

12. Data Quality

At the point of exchange, the Parties will take steps to ensure the shared information is accurate and, where necessary, up to date. The Unique Pupil Number (UPN) along with the name, surname, gender, Address and DOB will be used to match records accurately

The Parties agree that if it is subsequently discovered the shared information is not accurate, the organisation aware of the inaccuracy will be responsible for notifying the originating organisation supplying the source data. The originating organisation shall be responsible for notifying all recipients who will be responsible for updating the information they hold.

13. Retention and Disposal

- The Parties undertake to retain shared information no longer than necessary and to dispose of it securely once no longer needed.
- Where the purpose of the sharing means that shared information will become part of the receiving organisation's record for the individual concerned, organisations undertake to maintain an up-to-date retention and disposal schedule.
- The Parties shall ensure that the retention period for the shared information is documented within their respective organisations' retention and disposal policies.

Indemnity

Each partner indemnifies the other in respect of any claim, loss, liability or costs incurred arising because of a breach of this agreement or because of any negligence, or breach of statute or common law in processing the information disclosed

14. Complaints/Breaches of Confidentiality

This agreement is subject to the Formal Complaints Procedures of the parties to the agreement.

Breaches of data protection legislation will be dealt with by formal disciplinary procedures of parties to the agreement.

Monitoring of security arrangements will be undertaken in light of each organisations established procedures

15. General Operational Guidance and Review Procedures

This agreement and its operations are subject to the usual auditing processes of each organisation.

The terms of this agreement will be reviewed annually, or when changes are necessary and will not be specifically time limited or require annual renewal or signature.

Any partner can suspend the Data Sharing Agreement for 30 days if they have evidence that security has been seriously breached.

This Agreement may be terminated by any of the partner organisations giving at least 30 days notice in writing to the other partner organisation.

16. Designated Officers

Each party will confirm which individuals (designated officers) are authorised to send data or receive shared data. In the case of the Council, the designated officers will be any member of the RBC Data Systems Hub who contributes to the management of the Councils children's system.

Each party will ensure all designated officers are fully conversant with the provisions of this data sharing agreement.

Signatories

This agreement is signed on behalf of the partner organisations as follows:

Name of Organisation: Rochdale Borough Council

Name of Officer: Charlotte Mitchell

Title: Assistant Director Schools and Inclusion

Signature:



Date: 3rd September 2026

Name of Organisation: Cardinal Langley RC High School

Name of Officer: Andrew Bridson

Title: Headteacher/Principal

Signature:



Date: 10th September 2026