

# Data Sharing Agreement

Between

Staffordshire County Council

And

Schools, Academies and other Education

## Providers

### **Names used within the Document:**

Staffordshire County Council (the Local Authority) – The LA  
Schools, Academies and other Education providers – Education Providers – All Staffordshire Schools

### **Contacts:**

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## **1. What is a Data Sharing Agreement?**

- 1.1. This Data Sharing Agreement sets out the policies, procedures, roles and responsibilities of how parties will share the personal data of children living in Staffordshire and / or attending a Staffordshire School.
- 1.2. The introduction of the General Data Protection Regulation makes it a requirement for organisations that share personal data to have an agreement.
- 1.3. The main benefits of this agreement between the LA and Education Providers will be:
  - Meeting the requirements of the data protection laws and regulations and the ICO Code of Practice;
  - Reducing the administrative burden on Education Providers – as data will only be input once but used many times for the benefit of children and employees;
  - Providing better targeted services to all children and employees;
  - Ensuring the safety and wellbeing of individual children and employees;
  - Inclusion in the Overarching Information Sharing Protocols with Staffordshire Police and the Local NHS CCG, Partnership and Trusts.
- 1.4. This agreement should be ratified and signed by the Education Provider by recording approval on the electronic form supplied each year. The LAs agreement is given by the provision of the agreement.
- 1.5. The data as to which Education Providers have signed up to the agreement will be provided to teams within the LA but not shared with other agencies.
- 1.6. The LA will contact each Education Provider to inform them of the Agreement and may adjust the services it offers in light of an Education Provider not signing the agreement.

## **2. What are the LA Justifications for receiving pupil level data?**

- 2.1. The LA has justifications for receiving pupil level data as detailed below:

### **2.2. DfE Admissions Codes**

2.2.1. Education Providers are required to co-ordinate admissions with the LA at either First Time Admissions or Secondary Transfer stages. Regular submissions of student record updates to the LA are necessary to ensure that admissions process runs smoothly. This relates especially to the need for letters generated to parents to be based on accurate information and to ensure that accurate and up-to-date information is available when admissions decisions are made to ensure that all pupils and families are treated as equitably as possible and that the relevant admissions policy and Education Providers Admissions Code of Practice are complied with.

### 2.3. Education Act 2002

2.3.1. Section 175 of this Act places a duty on both the Education Provider and the LA to safeguard and promote the welfare of children. The LA's ability to fulfil this role is dependent on ongoing receipt of core pupil data from Education Providers to ensure properly informed decisions are reached. Without this the LA would have to make decisions and allocate resources based on an incomplete pupil dataset. This would lead to inefficiencies and pose an obvious increased risk to vulnerable children and young people.

### 2.4. Education Act 1996

2.4.1. Section 436A imposes a duty on the LA to identify and monitor children missing education. This was further clarified by Ofsted's report 'Pupils Missing out on Education' Nov 13. The LA's ability to perform its duties effectively is reliant on the regular transmission of electronic pupil updates from all Education Providers in Staffordshire.

2.4.2. Section 14 (1) requires the LA to conduct school place planning. This is dependent on regular pupil updates being received from Education Providers. (However, Personal Identifiable data at individual level is not be used for planning purposes).

2.4.3. Section 444 places responsibilities on the LA in terms of enforcing pupil attendance. Electronic updates from the Education Providers with regard to pupil attendance are required to support this.

### 2.5. Exclusions

2.5.1. Education Providers are obliged by its funding agreement to follow current law and DfE advice on Exclusions. Exclusions will be reported to the LA by the Education Provider electronically from the school MIS system.

### 2.6. Other Legislation

2.6.1. Other legislation relevant to these procedures and under which information may be shared includes:

- Academies Act 2010;
- the Children Act 2004;
- the Learning and Skills Act 2000 (S 117);
- the Data Protection Act 2018;
- the General Data Protection Regulation;
- Crime and Disorder Act 1998;
- Equality Act 2010;
- Education and Inspections Act 2006;
- Education Act 2011;
- Family and Childrens Act 2014.

2.6.2. These procedures reflect the requirements of the Protocol on Data Sharing and rationalisation in the Schools Sector (DfES, rev. 2005).

2.7. Public Task, Article 6 1(e) of the UK-GDPR is the lawful basis under which personal information will be processed. The 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.

2.8 Public Interest, Article 9(2)(g) of the UK-GDPR is the lawful basis being relied on when handling special categories of personal data and states that 'processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject'

Reasons of substantial public interest are outlined in Schedule 1 of the DPA 2018 and, in this case, include statutory and government purposes and safeguarding of children and individuals at risk.

### **3. What data will be collected?**

- 3.1. The full list of data covered by this agreement is shown in Appendix A.
- 3.2. This list covers all the known data needed by this agreement at beginning of the academic year as stated at the beginning of this document.
- 3.3. If there are additions to this data set, then Education Providers will be informed through the normal communications channels.

### **4. How will the data be used?**

- 4.1. The data will be used to complete statutory and legal responsibilities of the LA as detailed in Appendix B.
- 4.2. Information will also be used to inform provision of LA Services to individual children to ensure their well-being and safety. It will be used to help identify children missing from education and to target intervention and support through monitoring of key indicators such as attendance and exclusions.
- 4.3. There may be other opportunities that arise during the year that the LA will make Education Providers aware of, seeking permission where needed.

### **5. How will the data be transferred?**

- 5.1. Both parties must make sure that data is transferred by the appropriate Security measures set out in this agreement. These measures must agree to comply with the Data Protection legislation regarding security and to ensure that adequate security arrangements are in place, in order to protect the integrity and confidentiality of the information held.
- 5.2. By electronic transfer
  - 5.2.1. The Capita B2B (Business to Business) is the secure transfer of child level data from the Education Provider Management Information System (For example: SIMS, Arbor, BromCom or any approved MIS school's supplier) to the LA's Capita ONE central database system. Data is transferred via a secure internet connection into Wonde and then transferred into Capita ONE. This will be a weekly scheduled routine for both basic student data and attendance data.
- 5.3. By email
  - 5.3.1. In using email, you must make sure that the transfer of data is secure.
  - 5.3.2. If the transfer is a reply to a request from a SCC secure e-mail ([name@staffordshire.gov.uk](mailto:name@staffordshire.gov.uk)) account, then the use of the LA secure e-mail will mean that any reply will be secure.
  - 5.3.3. To set a new SCC secure e-mail please contact the Schools Data Team to arrange this.
- 5.4. Sending information by post
  - 5.4.1. Limited personal or sensitive data can be sent by post but significant material including Social Care/Health information must be sent using special delivery;
  - 5.4.2. Large parcels of personal and sensitive information such as case files should be double wrapped and sent by tracked special delivery or by bonded courier;
  - 5.4.3. Include a return address on the envelope;
  - 5.4.4. Label the envelopes and packets 'For Addressee only'.
- 5.5. Sending information by fax
  - 5.5.1. Personal and Sensitive material should not be sent by fax unless absolutely unavoidable, but if this is necessary you should:
  - 5.5.2. Ensure that a trusted recipient is waiting at the other end of the fax line;
  - 5.5.3. Send a preliminary test page to check that the fax number is correct;

5.5.4. On each page use the 'page X of Y' function to check that the entire document is sent;

5.5.5. Check that any fax autocode is correct for the recipient.

There are many instances where sending personal details via post and fax have proven to be unsecure. All other methods of sending the data should be investigated before the use of post or fax are considered.

## **6. Will the data be shared with others?**

- 6.1. Information held in the LA's Capita ONE system may also be shared with other Children's Trust partners, such as the NHS, Staffordshire Police Authority (ASPA) and both private sector and third sector providers. This will only be done where to do so is in compliance with statutory guidance and legislation regarding the duty to co-operate to improve well-being of children and the relevant data protection acts.
- 6.2. Attainment data is collated and analysed, and school level data may be published and shared with other Staffordshire Schools. Please indicate if you wish to opt out of sharing data the Education Provider in those publications that include attainment from other schools, for example, Post 16 County Analysis.

## **7. What does the Education Provider agree to?**

- 7.1. Transfer via Capita B2B by weekly updates of child personal data (including exclusions) and weekly updates of child attendance data.
- 7.2. Where it is not possible to use Capita B2B the Education Provider agrees to provide changes to the data. These changes should be provided to the LA at the same time as the Education Provider management information system is updated.
- 7.3. Work with the LA to resolve any data discrepancies e.g. pupils appearing at multiple Education Providers.
- 7.4. Provide information to and work with the LA in respect of any safeguarding issues or concerns.
- 7.5. Attainment Data
  - 7.5.1. Securely transfer data to the LA before the end of the academic year for the various Key Stage assessments in electronic format.
  - 7.5.2. Provide individual performance data (not already covered by other data collections) for vulnerable groups of pupils to the LA to fulfil statutory obligations for these pupils.

7.5.3. Provide other assessments (not already covered by the other data collections) to facilitate analyses requested of the LA by Education Provider, the Headteacher Association and Compact if the Education Provider agrees to these arrangements and partakes in these groups.

#### 7.6. Meetings around a child

7.6.1. The Education Provider must ensure that all personal data relating to Health and Social Care is securely collected, processed, transferred, and stored in accordance with the Data Protection Act.

7.6.2. The transfer of personal data between the Education Provider and the LA will always be by secure methods.

7.6.3. Once the intervention involving the young person is complete the Education Provider should observe the relevant retention schedules for the data which might include returning such records to the LA.

#### 7.7. Informing Parents

The Education Provider will include data sharing with the LA in the Privacy Notice provided to students and their parents/carers.

### 8. What does the LA agree to do?

8.1. Make the data available to Children's Services professionals via the Capita ONE system to reduce the need for multiple and frequent data requests made to the Education Provider directly.

8.2. Notify the Education Provider if they become aware of any inaccuracies or possible discrepancies in the data they receive to ensure that data held by both parties is accurate and up to date.

8.3. Provide advice and guidance to support the data transfer process.

### 9. Support from the LA

#### 9.1. Management Information Systems (MIS)

9.1.1. The Education Providers chosen support services will continue to maintain the MIS system within schools.

9.1.2. The LA will only take copies of data with the approval of the Education Provider and will ensure that the personal data is stored on the secure network.

9.1.3. On occasions the data has to be sent to Capita SIMS so that they can solve an issue. On these occasions the Education Provider will always be asked for permission.

## 9.2. Finance Information

9.2.1. There are elements of personal data associated with finance such as funding for Education Providers taking excluded pupils.

9.2.2. In every case where personal data is involved the communication of the data will be through secure methods.

9.2.3. The Education Provider will ensure that all financial data sent from the LA is stored in a secure area and in accordance with the Data Protection Act especially those relating to the necessary retention periods.

## 9.3. School Census

9.3.1. The LA agrees to:

- Provide advice and guidance to the Education Provider in the preparation of data for each School Census return;
- Support the Education Provider in production of the census data file from their MI system;
- The LA agrees to work with the Education Provider to define and make available data held on the Capita ONE System for the purpose of benchmarking and School to School Support.

## 9.4. Attainment Data

9.4.1. The LA agrees to support the secure transfer process by giving the Education Provider advice on the collection, recording and submission of the data required by the DfE.

## 10. Data security breaches and reporting procedures

10.1. Under the terms of data protection laws each Education Provider is a Data Controller in its own right as is the LA.

10.2. This means that each individual body is responsible and liable to report all serious data security breaches to the ICO.

10.3. In the case of Education Providers, the priority for the reporting of security breaches will be the Governors and the Head.

10.4. It is helpful to inform the SCC Information Governance team as they may be able to offer advice or warn other Education Providers if the breach could affect them e.g. SPAM, Phishing, software virus, spree of thefts etc.

10.5. The ICO regards data security breaches as:

10.5.1. Exposure to identity theft through the release of non-public identifiers e.g. passport number or NHS number;

10.5.2. Information about the private aspects of a person's life becoming known to others e.g. financial, domestic, health or care circumstances.

10.6. The ICO will also consider the sensitivity of the data lost and number of individuals affected.

10.7. Data security breaches may include the loss of unencrypted laptops, memory sticks, mobile devices, DVDs, paper files or other documents.

10.8. In the event of a data loss each Data Controller must consider:

10.8.1. Informing the other concerned parties of the loss;

10.8.2. Informing the LA Information Governance Team or other LA Officer;

10.8.3. Informing the data subject

10.9. Any request, by a data subject, to exercise their rights under the UK-GDPR and/or requests made under the Freedom of Information Act 2000 should be dealt with by the organisation receiving the request, in line with statutory timeframes.

## **11. Review, Retention and Disposal**

11.1. This agreement will be reviewed every 3 academic years.

11.2. Student data supplied to the Local Authority will be retained in accordance with SCC retention schedules.

## Data Sharing Agreement between Staffordshire County Council and Schools, Academies and other Education Providers

### Signature Page

Please return this sheet to the Schools Data Team  
Email to: [schools.capitadatateam@staffordshire.gov.uk](mailto:schools.capitadatateam@staffordshire.gov.uk)  
Fax to: **01785 278820**

Please complete the form below and ask the Head teacher to check the summary and sign the declaration (there is no need to return the full summary).

**DfE Number:** \_\_\_\_\_ **School:** \_\_\_\_\_

**Data sharing - contact name:** \_\_\_\_\_

- **contact number:** \_\_\_\_\_

- **contact e-mail:** \_\_\_\_\_

#### Head teacher's declaration

I certify that I have agreed to the Data Sharing Agreement between Staffordshire County Council and Schools, Academies and other Education Providers and that the data provided from the Education Provider stated above will be thoroughly checking and is complete and accurate to the best of my knowledge.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix A - List of Data Items transferred between Education Providers and the LA

Data Item	Statutory/Legal Reason and Purpose
<p><u>Pupil</u> Address Date of Birth Ethnicity First Language Forename Former UPN Gender/Sex Middle Names NCY Preferred Forename Preferred Surname Surname UPN</p>	<p>To support the LA Statutory function in many areas. Examples below:</p> <p><u>Admissions and Entitlements</u> - DfE Statutory guidance on Home to School Transport and associated legislation; SCC Home to School Travel Policy including discretionary transport section but excluding SEN transport entitlement; Section 19 Education Act 1996 as amended by section 3A of the Children, Schools and Families Act 2010; DfE Statutory guidance Exclusion from maintained schools, academies and pupil referral units in England and associated legislation; DfE Statutory guidance Alternative provision; DfE Statutory guidance on School Admissions Code 2014, School Admissions Appeal Code 2012 and associated legislation;</p> <p><u>Education Welfare Service</u> - To ensure education providers have safeguarding high on their daily work and that an education voice is available in all such discussions, meeting the needs of Working Together 2015 and Keeping Children Safe in Education 2016; Children Act 2004, sections 13. (Sections 14 - 16 refer to the functions, procedure and funding of Local Safeguarding Children Boards). Secondary - Local Safeguarding Children Boards Regulations 2006, SI 2006/90. The Local Safeguarding Children Boards (Amendment) Regulations 2010 - SI 2010/622 (under Children and Young Persons Act 2009).</p>
<p><u>School History</u> End Date Enrolment Status LA Number Registration Group / Class School Name School Number Start Date</p>	<p><u>Ethnic Minority Achievement and Traveller Education Services</u> - Statutory duty to promote the educational achievement of vulnerable and disadvantaged groups; Statutory duty under the Equality Act 2010 for LA, schools and academies to have due regard for the need to eliminate harassment and discrimination, advance equality of opportunity, foster good relations and tackle prejudice; LA, schools and academy Statutory duty to set specific and measurable equality objectives and publish information.</p>
<p><u>Attendance</u> Attendance Mark Absence Reason</p>	<p>The Education Act 1996; Children's Act 2004 – allows Education Providers to inform the LA of Attendance in a timely manner. Safeguarding purposes.</p>
<p><u>SEN</u> SEN History SEN Need SEN Status/Date</p>	<p>The SEND Code of Practice provides Statutory guidance on duties, policies and procedures relating to Part 3 of the Children and Families Act 2014 and associated regulations. It relates to children and young people with Special Educational Needs (SEN).</p>

<u>Exclusions/Suspensions</u> Category End Date Reason(s) Start Date	School Standards and Framework Act 1998; Education Act 2002; Education and Inspections Act 2006; DfE Guidance 2012 – allows Education Providers to inform the LA of Exclusions in a timely manner. Safeguarding purposes.
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Appendix B – List of Statutory Responsibility for the LA

	<b>Data Description</b>	<b>Purpose</b>	<b>From</b>	<b>To</b>	<b>Statutory/Support</b>	<b>Timescales</b>	<b>Mechanism</b>
<b>Processes</b>							
1	Student Core Data (as per above)	Supports Statutory Duties	Education Providers	Local Authority	Supports LA Statutory Function	Weekly	B2B (Business to Business) from Wonde
2	School Census	Statutory Requirement from DfE for LA Education Providers	Maintained Schools Academy Schools	Local Authority DfE	Statutory/Supports LA Statutory Function	Termly	DfE COLLECT
3	Early Years Foundation Stage (EYFS)	Statutory Requirement from DfE	Education Providers	Local Authority	Statutory	Annually	School files via SCC secure file mechanism
4	Phonics Screening Check	Statutory Requirement from DfE	Education Providers	Local Authority	Statutory	Annually	School files via SCC secure file mechanism
5	Key Stage 1 (KS1)	Voluntary Requirement from DfE	Education Providers	Local Authority	Statutory	Annually	DfE via NCA Tools
6	Key Stage 2 (KS2)	Supports Reporting to LA and Education Providers	DfE	Local Authority	Supports LA Statutory Function	Annually	DfE via NCA Tools
7	Key Stage 4 (KS4)	Supports Reporting to LA and Education Providers	DfE	Local Authority	Supports LA Statutory Function	Annually	DfE via EPAS Online, NCER, Key to Success
8	GCSE Results Day	Supports Reporting to LA and Education Providers	DfE	Local Authority	Supports LA Statutory Function	Annually	DfE via NCA Tools
9	A Level Results Day	Supports Reporting to LA and Education Providers	DfE	Local Authority	Supports LA Statutory Function	Annually	DfE via NCA Tools