



## Information Sharing Agreement between Derbyshire County Council and Derbyshire Schools, Academies and Multi Academy Trusts

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Document owner	Derbyshire County Council
Document author and enquiry point	Martin Stone
Document authoriser	Chris Newton – Head of Service, Children's Services Information & ICT
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derbyshire partnership forum

This document is an information sharing agreement under the [Derbyshire Partnership Forum Information Sharing Protocol](#)

## Agreement version control

Date Issued	Version	Status	What has changed?
01/01/2011	1.0	Original	
01/06/2016	2.0	Draft	Updated to reflect organisational, legislative and system changes and
07/10/2016	2.1	Final	Legal Service comments incorporated into final document
20/09/2017	2.2	Reviewed	Next review date amended and updated s3.9 to include CME statutory guidance on sharing in year starters/leavers data
27/10/2017	2.3	Updated	Change review period guidance to reflect three year review period
13/07/2020	3.0	Updates	Rewritten incorporating GDPR and DPA 2018 changes. Document scope changed to include school/academy-to-school/academy data sharing as well as Council-to- school/academy data sharing. All sections updated

## 1. Introduction

### 1.1. Reason for agreement

This Information Sharing Agreement (Agreement) has been developed to facilitate partnership working between the partners identified in 2.1 below. This Agreement identifies the legal powers and methods of sharing information to support work to improve the life outcomes of children, young people and their families in Derbyshire. The agreement reflects that data sharing regularly takes place not only between the Council and academies/schools/trusts but also between academies/schools/trusts.

### 1.2. Glossary

DfE	Department for Education
DCC	Derbyshire County Council
EHCP	Education Health and Care Plan
FFT	Fischer Family Trust
NCER	National Consortium of Examination Results
QCA	Qualifications and Curriculum Agency
SEND	Special Educational Needs and Disabilities
STA	Standards Testing Agency
GDPR	General Data Protection Regulation

## 2. Partners and partner responsibilities

### 2.1. The partners committed to this Agreement are:

- The academy/school/trust/multi academy trust named in Section 11 of this agreement (thereafter referred to as the 'academy/school/trust'), who has the role of Data Controller
- Derbyshire County Council (thereafter referred to as the 'Council'), who has the role of Data Controller.

### 2.2. It will be the responsibility of these Parties to make sure that they:

- have realistic expectations from the outset
- maintain ethical standards
- have a process by which the flow of information can be controlled
- provide appropriate training
- have adequate arrangements to test compliance with the agreement
- meet Data Protection Act 2018 (DPA), General Data Protection Regulation and other relevant legislative requirements.

### 3. Background and scope of the agreement

#### 3.1. Purpose of Information Sharing

The purpose of this data sharing agreement is to enable the Council and academies/schools/trusts to share information, in compliance with relevant data protection legislation, in order to fulfil their statutory duties in regard to the education and welfare of all children/young people for whom they are responsible.

#### 3.2. Scope of the agreement

The Agreement covers the sharing of personal data and special categories of data, about data subjects, as defined by the GDPR and the Data Protection Act 2018, and non-personal information for the following reasons:

- the statutory duty on the Council to ensure there are sufficient school places in their area, promote high education standards, ensure fair access to educational opportunity and promote the fulfilment of every child's educational potential. The Council must also promote diversity and increased parental choice.
- the Council has a duty to ensure all children of compulsory school age receive and attend suitable educational provision under Education Act 1996
- academies/schools share information directly with each other relating to pupils who transfer from one setting to another, particularly in relation to attainment, attendance, SEND, health/wellbeing and safeguarding data. Data may also be shared where siblings attend different academies/schools to each other where necessary to ensure that safeguarding duties are carried out.
- the Council and academies/schools/trusts have statutory duties in relation to the safeguarding of children/young people
- the Council and academies/schools/trusts have statutory duties in relation to supporting children and young people who are eligible for SEND related provision.
- the Council and academies/schools/trusts have statutory duties in relation to the promoting the education, employment and training of young people which requires the exchange of data and the use of information not otherwise available to either organisation.
- the Council and academies/schools/trusts share information to support processes relating to statutory school census, school workforce census, Early Years Foundation Stage, Phonics, and other key stage pupil attainment data.
- the Council uses data shared for pupil level and aggregated analysis to monitor pupil outcomes comprehensively at county level and associated aggregated spatial levels.
- the Council uses data shared to identify where pupils have transferred so as to make the task of tracking vulnerable pupils more secure and also to ensure

appropriate services are extended to pupils needing additional support e.g. for reasons of health, exclusions, attendance or transport.

- the DfE requires evidence that academies/trusts have agreed to share data with the Council in order to release that data to the Council at the earliest opportunity. This agreement will provide that evidence.

The Agreement covers the sharing of information for any of the purposes listed in Section 3.3 of this agreement. It also covers any subsequent information sharing activities within scope of agreement, as defined in section 3.2, which will be recorded in a schedule appended to this agreement following process described in section 3.5.

It does not cover any processing of personal data where the Council is acting as the Data Processor for the academy/school/trust, usually for subscription (traded) services. There will be separate data processing clauses and schedules in agreements for these services compliant with GDPR/Data Protection Act 2018 legislation.

### 3.3. Information to be shared

- a) The information exchanged routinely between the partner organisations will be at minimum; the data items identified in the specification for the DfE School Census and, together with estimated/actual Key Stage school/pupil level attainment and value added results/analysis at appropriate and relevant levels. Please note the Council and academies/schools/trusts have statutory obligations to share personal data relating to pupils, governors and school workforce with the DfE.

As defined by GDPR and Data Protection Act 2018, personal data and special categories of data, about data subjects will be shared if allowed under relevant legal basis and condition, and it is necessary and proportionate to do so. The special categories of data that may be shared include health and ethnicity related data.

- b) Annual DfE School Workforce Census information to any academy/school/trust that uses the Council's HR and payroll system to support the completion of their returns.
- c) Information sharing carried out under the legal framework contained in the Children & Families Act 2014 relating to SEND and EHCPs. **Please note that as signatories to this Agreement, schools/academies have an option in Section 11 also to sign up to the provisions of the 'Special Educational Needs (SEN) and Disabilities Information Sharing Agreement 3.4' which can be found on the [Derbyshire SchoolsNet](#) website.**
- d) Information required to support vulnerable groups such as disabled children, children in need, children in care, care leavers and children of families receiving early help support. This includes the information shared with the Council's Virtual School to support educational provision for children in care, who will shortly be introducing a new system called 'ePEPS' for data sharing which will become operational in 2020/2021 and the Early Help & Safeguarding Children Lists the Council shares with schools on a fortnightly basis.
- e) Information required to support integration of children into educational provision e.g. excluded pupils, children requiring behaviour support, SEND support and children with medical conditions.

- f) Information required to support the statutory children's safeguarding responsibilities of the Council and the academy/school/trust.
- g) Information sharing required to support and enforce attendance of children of compulsory school age in suitable education provision
- h) Information sharing relating to identifying children who have been absent from school for more than 15 days to enable suitable education provision to be put in place and to support programmes aimed at improving school attendance of vulnerable children such as Troubled Families Programme.
- i) Information required by Council to help support families who have decided to Electively Home Educate their children.
- j) Information relating to children and families receiving early help support from academy/school/trust or the Council that do not meet statutory social care thresholds.  
**Please note the lawful basis for this data sharing is 'Consent'.**
- k) Data can be shared with third parties when the academy/school/trust wishes the Council to pass on data on its behalf for specific programmes set up under the partnership working arrangements as long as the principles of the GDPR/Data Protection Act 2018 are adhered to, for example:
  - a. 1 to 1 tuition programs
  - b. NHS health programs e.g. vaccination programmes, National Child Weight Measurement
  - c. Benchmarking analysis exercises on behalf of academies/schools/trusts and the Council
    - i. This may involve sharing additional contextual data about the pupil such as address information, exclusions history, looked after status, SEN status, SEN primary need, leaver status.
- l) Aggregated statistical and performance profiles such as value-added analyses, school profile, school performance indicators, progress charting and pupil level target/attainment analysis will be supplied to the academy/school/trust via the secure Council website.
- m) Data may be shared with the Derbyshire Education Improvement Service. This means sharing of data with:
  - a. Agencies which have funding to support schools, such as Teaching School Alliances and Research Schools
  - b. Other partners such as Diocesan Boards of Education and the Regional Schools Commissioner (so that we can ensure alignment of support provided by or brokered by these partners)
- n) Annual pupil attainment data supplied by the academy/school/trust to the DfE or partner organisations, which the DfE or partner organisations share securely with the Council under agreements.

- o) Annual FFT Assessment/Target data provided securely by FFT to both partners where agreements are in place.
- p) Early Years Foundation Stage Profile, Key Stages 1, 2, 4 and Post 16 pupil level results data and FFT pupil level estimates will be uploaded and shared (when available) via secure websites of DfE, FFT, STA and the Council as agreed between partners.
- q) Benchmarking data obtained from academy/school/trust, the DfE, STA, QCA, FFT and NCER that can be drilled down to individual pupil level for pupils attending the academy/school/trust as agreed between partners.
- r) Information required to promote the participation in Employment Education and Training of young people under Education & Skills Act 2008 S14. **Please note this applies to Secondary Schools only**
- s) Sharing pupil starters and leavers information at standard transition points (i.e. pupils who apply for school places in September for Reception age pupils, Year 3 pupils (Infant and Junior schools only) and Year 7 pupils via DfE School to School (S2S) secure portal, using CMJ and CML files, or secure automated data transfer solutions provided by the Council, or shared directly from the pupils' current school/academy to the receiving school/academy under Education (Pupil Registration) (England) Regulations 2006 (8 and 12) as amended in 2016.
- t) Sharing pupil starters and leavers information at non-standard transition points (i.e. in year), via DfE School to School (S2S) secure portal, using CMJ and CML files, or secure automated data transfer solutions provided by the Council, or shared directly from the pupils' current school/academy to the receiving school/academy under Education (Pupil Registration) (England) Regulations 2006 (8 and 12) as amended in 2016.
- u) Information required to track Children Missing from Education
- v) Information required to monitor the use of part time timetables for children in education to ensure children have suitable educational provision.
- w) Information the Council or academy/school/trust require to support planning and monitoring of educational provision and services for children during public health emergencies.

### 3.4. Data Processing

Data will only be processed within the terms of use of the information in this agreement outlined in section 3.5.

### 3.5. Terms of use of the information

- a) The information will only be used to support the delivery of educational provision to and welfare of children/young people attending the academy/school/trust and to allow the local authority to meet its statutory obligations to support and provide

children's services across Derbyshire that improve the life outcomes of Derbyshire children, particularly those from vulnerable groups.

- b) Both the academy/school/trust and the Council will adopt the "[Derbyshire Partnership Forum Information Sharing Protocol](#)" when agreeing to share information and update this data sharing agreement as necessary under that protocol.
- c) For any new information sharing activities between partners undertaken before next review of this agreement and not covered by section 3.3 of this agreement but within scope of section 3.2 of this agreement, an information sharing schedule must be completed and attached to this agreement following consultation and agreement with bodies representing partners, e.g. School Forums. The information sharing schedule should include:
- Title of information sharing activity
  - Partners involved in Information Sharing Activity
  - Reason of information to be shared
  - Legal basis and Statute of information to be shared
  - Information to be Shared
  - How will Data Subjects be made aware of data sharing process and their rights
  - Format of Information to be Shared
  - Data Minimisation Controls
  - Data Quality Controls
  - Security Controls on Information Sharing
  - Retention and Disposal Controls
  - Timing and Frequency of Data Sharing
  - Contact Details of Partners

The information sharing schedule will then be treated as part of this agreement.

For an academy/school/trust that is part of the Derbyshire RM Integris Contract and has agreed to secure automated data transfers between RM Integris and Council systems to reduce administrative burden of data sharing, the information sharing schedule relating to the transfer will also form part of this agreement.

- d) Whenever possible data shared, should be anonymised, unless requested at personal level. If large volumes of data are provided for research and/or planning by partner organisations, as a matter of courtesy, the outcome of that research/planning should be provided to the organisation(s) supplying the data.
- e) Personal data of children/young people will only be shared using industry standard security arrangements.
- f) Both parties will store personal data shared between both partners on secure systems which can only be accessed by a restricted number of appropriate staff with appropriate security safeguards.
- g) Both parties will use the data supplied for the purposes stated and will not pass such data to third party organisations outside the remit of specified partners in agreement without prior consent.

- h) Permission will be given by the academy/school/trust to allow the Council to have access to Key Stage/Examination/Target/Assessment data through STA, QCA/DfE and NCER data files; which will avoid the need for additional data transfers by the academy/school/trust if required and agreed by partners.
- i) When the academy/school/trust wishes the Council to share attainment/contextual/progression pupil data on its behalf with the FFT, the extent of the data analysis returned to the academy/school/trust by the Council will depend on the completeness, accuracy and timeliness of pupil data supplied by the academy/school/trust to the Council and the frequency of changes to the FFT databases, including online systems. The academy/school/trust will also need to notify the FFT giving permission for its data to be included in a Council database and used only for the purpose of creating FFT analyses.
- j) The academy/school/trust undertakes not to make value judgements about another school's performance or publicly compare their performance with that of another NAMED school or schools on the basis of data and analysis provided by the Council. This applies to press releases, statements in public or professional meetings and to discussions with parents of children at the school or those considering applying for the admission of their child to the school.
- k) The academy/school/trust will ensure that up to date Privacy Notices are made available to every parent/guardian/carer, or the child/young person if appropriate, in line with the guidelines issued by the DfE.
- l) The Council will ensure it has up to date Privacy Notices available on its website at [www.derbyshire.gov.uk/privacynotices](http://www.derbyshire.gov.uk/privacynotices) in line with the guidelines issued by the DfE.

### 3.6. Exchange of Information

Documents not containing personal or commercially sensitive data can be shared by whatever is an appropriate medium by the partners. The Council will share the overwhelming majority of these documents with schools via the [Derbyshire SchoolsNet](#) website.

Documents containing personal data or commercially sensitive data will only be shared by secure methods such as:

- Web portals with industry standard security and authenticated access e.g. the 'NCER Perspective Lite' secure document transfer web portal.
- Secure email solutions with industry standard security e.g. Microsoft TLS
- Encrypted files with industry standard security e.g. 7zip
- Confirmed delivery post

Schools who are part of Derbyshire RM Integris Contract can share personal data covered by scope of agreement in section 3.2. can agree to share the data by secure automated data transfer between RM Integris and Council systems under an information sharing schedule described in section 3.5 of this agreement.

## 4. Purposes and legal basis for information sharing

### 4.1. Necessary purpose for sharing information

Personal data will only be shared where it is necessary to support the delivery of educational provision to and welfare of children/young people attending the academy/school/trust and allow partners to meet their statutory obligations to support and provide children's services across Derbyshire that improve the life outcomes of Derbyshire children, particularly those from vulnerable groups.

### 4.2. Legal Basis for Sharing Information

The legal basis, as outlined in the GDPR/Data Protection Act 2018, for sharing personal data under this agreement will be **one** of the following:

Art 6(1)c - Processing is necessary for compliance with a legal obligation to which the controller is subject

Art 6(1)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

The condition for processing, as defined under GDPR/Data Protection Act 2018, for sharing special categories of data, as defined by the same legislation, under this agreement will be **one** of the following:

Art 9(2)g - Processing is necessary for reasons of substantial public interest on the basis of Union or Member State law

Art 9(2)h - Processing is necessary for the provision of health or social care systems and services on the basis of Union or Member State law.

The sharing of personal data under this agreement will be conducted under the legal framework of the Data Protection Act 2018 and the following legislation:

- Academies Act 2010
- Children Act 1989 and 2004
- Children and Families Act 2014
- Child Care Act 2006 and 2016
- Children and Social Work Act 2017
- Education Act 1996, 2002 and 2011
- Secondary legislation in the form of ministerial regulations enacted by the secretary of state under the Coronavirus Act 2020 Education Act 1996, 2002 and 2011
- Education and Skills Act 2008
- Learning and Skills Act 2000 (S 117)

- Welfare Reform Act 2012
- Working together to safeguard children 2018 – statutory guidance (as updated from time to time)

#### **4.3. Other legislation which has an impact on the Agreement**

- European Union (Withdrawal) Act 2018
- Freedom of Information Act 2000
- Human Rights Act 1998
- General Data Protection Regulation

## **5. Data quality**

### **5.1. Data quality**

Parties to this agreement will adhere to their own data quality policies and procedures when storing, sharing and updating information.

Information discovered to be inaccurate, out-of-date or inadequate for the purpose should be notified to the relevant Data Controller who will be responsible for correcting the data and notifying all other recipients of the information who must also make sure the correction is made.

Core child/young person demographic data held by Council for children attending the academy/school/trust will be updated on a weekly basis using data supplied by the academy/school/trust via secure automated data transfers, as long as an agreement is in place, to reduce administrative burden on the academy/school/trust and the Council.

## **6. Retention storage and disposal**

### **6.1. Retention of data**

Partners will ensure that all information shared under this agreement, regardless of format, will be securely retained, managed and stored in accordance with their own local policies and procedures to ensure compliance with the General Data Protection Regulation, Data Protection Act 2018 and any subsequent relevant legislation.

### **6.2. Storage of data**

Partners will ensure that all information shared under this agreement, regardless of format, will be securely retained, managed and stored in accordance with their own local policies and procedures to ensure compliance with the General Data Protection Regulation, Data Protection Act 2018 and any subsequent relevant legislation.

### **6.3. Disposal of data**

Partners will make sure that all information shared under this agreement, regardless of format, will be destroyed in accordance with their own local policies and procedures relating to retention and disposal of record to ensure compliance with the General Data Protection Regulation, Data Protection Act 2018 and any subsequent legislation.

## **7. Access and security**

### **7.1. Access and Security**

The partners to this agreement will have policies and systems in place to ensure information held on its information systems is held securely and in compliance with the security requirements of the General Data Protection Regulation, Data Protection Act 2018 and any subsequent legislation applicable to the processing of the personal information shared under this agreement.

Each partner will make sure they take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Specifically, each partner must ensure they have procedures in place to do everything reasonable to:

- make accidental compromise or damage unlikely during storage, handling, use, processing transmission or transport
- deter deliberate compromise or opportunist attack
- dispose of or destroy the data in a way that makes reconstruction unlikely
- promote discretion to avoid unauthorised access
- maintain a record of personal data and processing activities regarding the data.

Signatory parties are expected to train their relevant staff and promote awareness of the major requirements of information sharing, including responsibilities in confidentiality and data protection.

Access to information subject to this agreement will only be granted to those professionals who 'need to know' to effectively discharge their duties.

### **7.2. Users of NCER Perspective Lite**

When using the secure document transfer web portal 'NCER Perspective Lite' the headteacher of the academy/school/trust is responsible for ensuring that only authorised staff within the academy/school/trust have access to the documents containing personal or commercially sensitive data shared via the portal.

Academies/Schools/Trusts should have procedures in place for reviewing who has access to this portal and ensuring staff that leave or change roles in the school/academy/trust have their access rescinded.

When using this portal, which is facilitated by the Council, schools must comply with the Council's password policy, which can be found at: <https://staff.derbyshire.gov.uk/site-elements/documents/information-security/password-policy.pdf>

## **8. Handling of complaints, information requests or breaches of the agreement**

### **8.1. Data breaches**

The Partners to this agreement will, in the event of a personal data breach or breach of confidentiality, take steps to notify the Data Controller and relevant organisations' Data Protection Officer(s) (DPO) no later than 48 hours after discovered. The Data Controller has the responsibility to notify the Information Commissioner's Office (ICO) of a serious breach within 72 hours of becoming aware of the breach.

Partners will make sure that all breaches of agreement, internal discipline, security incidents or malfunctions will be managed in accordance with their own local policies and procedures; which should comply with the General Data Protection Regulation, Data Protection Act 2018 and any subsequent legislation.

### **8.2. Handling of information requests**

Requests relating to access to personal information (Subject Access Requests) shared under this agreement or any other requests relating to individual rights of data subjects under the General Data Protection Regulation, Data Protection Act 2018, Freedom of Information Act 2000 and any subsequent legislation will be the responsibility of the Partner receiving the request and handled under their local policies and procedures.

If the request relates to information shared by other Partners, they should be consulted before any information that has been shared by them is disclosed, amended or destroyed.

The parties agree to undertake reasonable efforts to liaise with the other party or parties, as necessary to agree on relevant exemptions from disclosure.

### **8.3. Complaints**

Complaints relating to the information shared under this agreement will be the responsibility of the Partner receiving the complaint under their local policies and procedures. Partners should be consulted over responses to a complaint if it relates to information they have shared.

### **8.4. Indemnity to the Agreement**

Each Partner will keep each of the other Partners fully indemnified against any and all costs, expenses and claims that arise out of any breach of this agreement by their staff, agents, contractors or data processors and in particular, but without limitation, the unauthorised or unlawful loss, theft, use, destruction or disclosure by the offending Partners or their sub-contractors, data processors, employees, agents or any other person within the control of the offending Parties of any data obtained in connection with this agreement.

## **9. Commencement and termination of the agreement**

### **9.1. Commencement of the Agreement**

This agreement shall take effect from the date that the Parties sign the agreement and shall continue in force until this agreement is terminated under one of the conditions stated in Section 9.2 below.

### **9.2. Termination of the Agreement**

- a) Any Party may terminate this Agreement at any time provided they give a minimum of 30 days' notice in writing to the other Parties.
- b) The Council review and replace this agreement with an updated version.
- c) Any Party can suspend this Agreement for 30 days if they consider that security arrangements have been compromised. Such suspension arrangements are intended to allow the affected Party the opportunity to seek a resolution and cause any remedial actions to be completed. In event that agreement is not reached, the Agreement will be terminated in writing with full explanation to the Parties concerned.
- d) The obligations of confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement.

## **10. Monitoring, review and dissemination of the agreement**

### **10.1. Monitoring of the agreement**

Compliance with the agreement will be monitored by both the Council and academy/school/trust/trust in accordance with their own policies and procedures.

### **10.2. Review of the Agreement**

All Parties agree that the Agreement should be reviewed every three years or when there is any major change to the data, process, relevant legislation or Parties to the Agreement. The Parties agree to notify a representative of the Data Controller of any requirements to review the Agreement and it will be the responsibility of the Council to undertake the review.

### **10.3. Dissemination of the Agreement**

All Parties will disseminate copies of this Agreement to all relevant staff and, on request, to the data subjects of the Agreement process and will ensure that appropriate training is provided to all relevant staff.

## 11. Signatories

Information Sharing Agreement between Derbyshire County Council and Derbyshire Schools, Academies and Multi Academy Trusts 2020 to 2023

School Academies and Trusts will be able to agree to terms of updated agreement via a web form which will be available in September 2020 on Derbyshire SchoolsNet Website