



**SOMERSET**  
County Council

**Data Sharing Agreement**  
**between**  
**Somerset County Council**  
**and**  
**Settings, Academies and**  
**other Education Providers**  
**2020-21**

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**Names used:**

Somerset County Council (the Local Authority) – the LA  
Settings, Academies and other Education Providers – Education Providers

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## Changes from 2019-20 document

2.6.1	Addition of 'any emergency public health legislation'
5.2.1	Addition of 'Schools will be informed about any changes to data collection due to public health emergency legislation'
5.2.2	Clarification for schools not using Capita B2B – expectation that data will be transferred daily, weekly, termly and annually.
5.2.3	New paragraph – schools not using Capita B2B must send attendance and student data weekly; census data upon receipt of secure email from LA.
5.3.1	New paragraph – best practice for schools to set up email accounts for key post holders e.g. head, Senco, DSL that are related to the post not an individual.
5.3.2	For schools using educ email domain: clarification that responding to an LA Egressed email will also be covered by Egressed secure sending.
5.3.3	For schools using their own email domain: clarification that that non-educ schools will need to ensure that they are sending emails securely in response to LA email.
5.5	Sending information by fax – clarification that no personal data should be sent by fax and another method of sending data should be in place.
7.1	Clarification that if using Capita B2B, education providers will send daily updates of personal data and weekly updates of attendance data.
7.2	For schools not using Capita B2B, data will be transferred at the times indicated in para 5.2.3
	For schools not using Capita B2B, in the event of technical failure of the school's data transfer system, the education provider will inform the LA via the ICT Helpdesk and resolve the issue in a timely manner while continuing to provide the data in other ways agreed with the LA.
7.8.2	Education provider commits to securely sending personal data for meetings around a child to the LA when requested.
7.8.3	Removal of statement 'which might include returning such records to the LA'.
7.9.2	Clarification that Young Carers data will be collected as part of Capita B2B transfer if education provider uses this process.
7.9.3	For schools not using Capita B2B, the LA will put in place a process to securely transfer the Young Carers data.
9.1.1	Addition of sentence 'Schools who subscribe to the SSE MIS Team will agree to allow access to help with any required maintenance of the system'.
9.1.3	Document 'Sending Data to SIMS' can now be obtained upon request to the MIS (SIMS) Support Team.
9.1.5	Removal of reference to SLA Online. Addition to sentence 'within the remit of the contract with the school through SSE'.
10.4	Schools should inform ICT Helpdesk in the event of spam, phishing or viruses which cause data breaches, for advice and to limit impact on other schools
Appendix A	Removal of Education Welfare Service – replaced with Education Safeguarding Service. Removal of Ethnic Minority Achievement and Traveller Education Services – replaced with Traveller Education Liaison Officers

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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 personal data.
- 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 the Avon and Somerset 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 LA's 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 unless covered by this agreement or by other statutory or legal requirements.
- 1.6. The LA will contact each Education Provider to inform them of the Agreement and may adjust the services it offers considering 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 Somerset.

2.4.2. Section 14 (1) requires the LA to conduct Educational Provision 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 about 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 Educational Provider 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;
- Care Act 2014;
- Children and Families Act 2014.
- Any emergency public health legislation

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

### **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.
- 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 appropriate Security measures. These measures must agree to comply with the Data Protection legislation regarding security and to ensure that adequate security arrangements are in place, to protect the integrity and confidentiality of the information held.

#### **5.2. By electronic transfer**

5.2.1. The Capita B2B (base to base) is the secure transfer of child level data from the Education Provider Information Management System (SIMS) to the LA's Capita ONE central database system. Data is transferred via a secure internet connection. Data transfer from the Education Provider SIMS system is via a daily scheduled routine for basic student data and a weekly scheduled routine for Attendance

data. Schools will be informed about any changes to data collection due to public health emergency legislation.

5.2.2. Educational Provisions that do not use Capita B2B must make sure that any transfer of data is secure and must follow the instructions in 5.3 below when making their daily, weekly, termly, annual returns of data

5.2.3. For schools not using Capita B2B, the timescale requirements for sending data are:

- **Attendance and Student Data:** weekly
- **Census Data File:** upon receipt of secure email from LA, as soon as the return is finalized and uploaded to Collect

### 5.3. By using secure email

5.3.1. It is best practice for schools to set up dedicated email accounts for key responsibilities in the school such as headteacher, designated safeguarding lead, SENCO e.g.

[senco@nameofschool.somerset.gov.uk](mailto:senco@nameofschool.somerset.gov.uk) , rather than accounts in an individual staff member's name. These email accounts are then associated with a post rather than an individual, which ensures continuity of communication when staff leave the school and reduces the risk of data breaches.

5.3.2. For schools using the educ email domain: by far the most secure way of sending email is by replying to an email from a [name@somerset.gov.uk](mailto:name@somerset.gov.uk) request. Secure sending would have been used by the LA meaning that the reply will be secure. Therefore, if data needs to be sent to the LA the Educational Provision should reply to an email sent from an [name@somerset.gov.uk](mailto:name@somerset.gov.uk) account.

5.3.3. For schools using their own email domain: these schools will need to ensure that they have secure sending in place e.g. by signing up to Egress for 20 free secure emails.

5.3.4. When sending sensitive data to unknown email accounts (or as a new email):

- use the s2s transfer instructions from the DfE part of the GOV.UK site: (<https://www.gov.uk/guidance/school-to-school-service-how-to-transfer-information> ).
- OR put the personal data in a document that is password protected. Send the document in an email and the password in a separate email. See the instructions given in this document. (<https://www.somerset.org.uk/sites/edtech/Data%20Protection/Data>

[%20Protection%202018/Information%20Security/eLIM%20-%20email%20encryption%20and%20passwords%202019.pdf](#) ).

#### 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

No personal data should be sent by fax. There are many instances where sending personal details via fax have proven to be unsecure. Another method of sending the data should be in place

### **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, School Nurses, Avon and Somerset 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. Educational Provisions should share data with NHS and its agencies e.g. School Nurses to enable eye checks, immunisations and other statutory duties or roles to take place. See section 1.3

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

- 7.1. If using Capita B2B, the Education Provider will send daily updates of children's personal data (including exclusions) and weekly updates of children's attendance data.
- 7.2. Where not using Capita B2B the Education Provider agrees to provide changes to the data at the times agreed to in para 5.2.3. These changes should be provided to the LA at the same time as the Education Provider management information system is updated.
- 7.3. For schools not using Capita B2B: in the event of technical failure of the school's own data transfer system the Education Provider will notify the LA via the ICT Helpdesk and resolve the issue in a timely manner and will

commit to maintaining to provide the data in other ways as discussed with the LA.

7.4. Work with the LA to resolve any data discrepancies e.g. pupils appearing at multiple Education Providers.

7.5. Provide information to and work with the LA in respect of any safeguarding issues or concerns.

7.6. Educational Provisions must provide a Privacy Notice to data subjects that details the data that is collected and who it is shared with.

#### 7.7. Attainment Data

7.7.1. Securely transfer data to the LA before the end of the academic year for the various Key Stage assessments in electronic format.

7.7.2. 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.

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

#### 7.8. Meetings around a child

7.8.1. 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.

7.8.2. The transfer of personal data between the Education Provider and the LA will always be by secure methods as listed in para 5, when requested by the LA.

7.8.3. Once the intervention involving the young person is complete the Education Provider should observe the relevant retention schedules for the data.

#### 7.9. Young Carers data

7.9.1. Under the Care Act 2014 and the Children and Families Act 2014, teachers and other professionals have a duty to identify Young Carers.

7.9.2. This information will be collected as part of the B2B process if the Ed Pro uses this process.

7.9.3. For Educational Provisions who do not use B2B, the LA will put in place a process to make sure that the data is transferred securely in line with the instructions in Section 5.

## 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 SSE MIS (SIMS) Team are the main support agents for Education Providers in maintaining their MIS (SIMS) systems. Schools who subscribe to the SSE MIS (SIMS) Team will agree to allow access to help with any required maintenance of the system. In addition, there are occasions when personal data has to be extracted from the Education Provider servers.

9.1.2. The LA will only take copies of data with the full agreement of the Education Provider and will ensure that the personal data is stored on the secure network at County Hall or on encrypted portable devices.

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. The security of system used by CAPITA to ensure that the requirements of the Data Protection Act are met can be found on a document titled '**Sending Data to SIMS**' which can be obtained upon request to the SSE MIS (SIMS) Team.

9.1.4. Where data is collected for Educational Provisions with their agreement for support purposes, the data will only be used for the purpose it has been collected for and will be securely deleted shortly after the issue has been resolved.

9.1.5. In supporting Education Providers with B2B, the SSE MIS (SIMS) Team will remotely support them through the MIS (SIMS) Team service level agreement and its statement regarding access to servers.

### 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 2018 especially those relating to the necessary retention periods.

### 9.3. School Census

9.3.1. The LA agrees to:

- Core IT will send a secure email to schools requesting the data ensuring that the reply will be secure;
- The LA agrees to work with the Education Provider to define and make available data held on the Capita ONE System for benchmarking and School to School Support.

### 9.4. Attainment Data

9.4.1. The LA will 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 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, the Head and the Data Protection Officer for the school.
- 10.4. It is helpful to inform SCC ICT Helpdesk 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 risk sensitivity of the data to individuals, 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 and their Data Protection Officer must investigate and record the data loss and 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 of the loss.

## 11. Appendix A - List of Data Items transferred between Education Providers and the LA (as of August 2020):

Data Item	Statutory/Legal Reason and Purpose
<u>Pupil</u> Address Date of Birth EAL Ethnic Source Ethnicity First Language Forename Former UPN FSM Eligible/Date Gender Guardians Medical Flag Middle Names Mode of Travel NCY Preferred Forename Preferred Surname Religion Service Family Surname Traveller Family UPN Young Carer Young Carer Notes Young Carer Start and End Dates Youth Support Services Agreement Indicator	<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; Eligibility checking service for free school meals for all Somerset schools with the exception of academies; Eligibility checking of funding for 2-year-old Entitlement and Early Years Pupil Premium.</p> <p><u>Education Safeguarding 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 2020; Children Act 2004, Section 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>Traveller Education Liaison Officers</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>
<u>School History</u> Boarder End Date Enrolment Status LA Number Part Time Registration Group School Name School Number Start Date	<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>
<u>Attendance</u> Attendance Mark Absence Reason	<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>SEN</u> NHS Number (Proposed) SEN History SEN Need SEN Status/Date	<p>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.</p>
<u>Exclusions</u> Category End Date Reason Start Date	<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>

## 12. Appendix B

	Data Description	Purpose	From	To	Statutory/Support	Timescales	Mechanism
<b>Processes</b>							
1	Student Core Data (as per above)	Supports Statutory Duties	Education Providers	Local Authority	Supports LA Statutory Function	Daily/Weekly/Termly/Annually	B2B from SIMS, or alternative School system
2	School Census	Statutory Requirement from DfE for LA Education Providers	Education Providers	Local Authority	Statutory/Supports LA Statutory Function	Termly	Secure email from Core Data Team to school and reply from school
3	Early Years Foundation Stage (EYFS)	Statutory Requirement from DfE	Education Providers	Local Authority	Statutory	Annually	SIMS (file export or B2B) or alternative School system
4	Phonics Screening Check	Statutory Requirement from DfE	Education Providers	Local Authority	Statutory	Annually	SIMS (file export or B2B) or alternative School system
5	Key Stage 1 (KS1)	Statutory Requirement from DfE	Education Providers	Local Authority	Statutory	Annually	SIMS (file export or B2B) or alternative School system
6	Key Stage 2 (KS2)	Supports Reporting to LA and Education Providers	DfE	Local Authority	Supports LA Statutory Function	Annually	File download from DfE
7	Key Stage 4 (KS4)	Supports Reporting to LA and Education Providers	DfE	Local Authority	Supports LA Statutory Function	Annually	File download from DfE
8	GCSE Results Day	Supports Reporting to LA and Education Providers	Education Providers	Local Authority	Supports LA Statutory Function	Annually	SIMS (file export or B2B) or alternative School system
9	A Level Results Day	Supports Reporting to LA and Education Providers	Education Providers	Local Authority	Supports LA Statutory Function	Annually	SIMS (file export or B2B) or alternative School system
10	FFT Aspire	Supports Target Setting and Self Evaluation in Education Providers	FFT (formally Fischer Family Trust)	LA/ Education Providers	Supports LA Statutory Function	Updated Throughout Year	FFT Aspire Online Portal