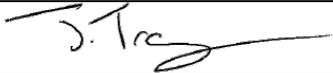


**CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL
And [School]
DATA SHARING AGREEMENT**

Signed by for and on behalf of:	
School	Local Authority
Organisation:	Organisation: City of Bradford Metropolitan District Council
Name:	Name: Jonny Trayer
Position:	Position: Intelligence and Data Manager
Tel. no:	Tel. no: 01274 439646
Date:	Date: 6 th December 2018
Signature	Signature 

1. Purpose

- 1.1 This document sets out the responsibilities and expectations of City of Bradford Metropolitan District Council ("BMDC") and the School in relation to sharing data relating to individual children & young people and data transfers.
- 1.2 One of the five priorities for Bradford is to provide a great start and good schools for all our children. This agreement supports this ambition by enabling the effective and necessary sharing of information between Bradford schools and BMDC. Good information is necessary for promoting the wellbeing of children and young people and to ensure that statutory responsibilities to safeguard and promote the welfare of children are fulfilled.
- 1.3 Sharing information helps mitigate risks to vulnerable children and young people. Appropriate and timely sharing aids the effective identification of need and facilitates integrated responses to address these needs. This is relevant to individual cases and in terms of how we respond as a city to shared challenges.
- 1.4 Schools are at the heart of our partnership efforts. This agreement relates to information sharing between schools and the local authority. The administrative effort will be a consideration in all requests and we will continue, especially around the use of secure technology, to minimise the effort needed to share information.
- 1.5 The purpose of this information sharing agreement is to enable BMDC to fulfil its statutory duties for all children and schools in the Bradford district. Paramount amongst these duties is the need to meet BMDC's safeguarding requirements, and to enhance the ability of partner organisations to support the learning and welfare of children and young people through the exchange of data and use of information where there is a statutory

requirement to do so. There is statutory duty on BMDC to ensure there are sufficient school places in their area, promote high educational standards, ensure fair access to educational opportunity and promote the fulfilment of every child's educational potential. BMDC must also promote diversity and increase parental choice.

- 1.6 Sharing information between BMDC and schools will:
- Enable BMDC to carry out and conduct its statutory and core services for all children and schools
 - Improve the outcomes for all children, especially the vulnerable
 - Promote the welfare of the child and family and to safeguard the most vulnerable through the timely identification of need and targeting of integrated support.
 - Contribute to a shared understanding of need across the city
 - Continue to provide high quality services to children, including high quality education provision
 - Provide complete key stage outcome data for comparison purposes
 - Reduce administrative burden on schools avoiding duplication and ensure systems are accurate and up to date
 - Assist in the improvement, where necessary, of the quality of data held by schools
 - Assist in the support and challenge of schools in the authority
 - Provide "eligible" children with appropriate travel assistance
- 1.7 Information will be managed in line with BMDC policy and guidelines on the safe and secure management and use of information.
- 1.8 The document also details the support which BMDC will provide to the School for:
- Statutory School Census return
 - Weekly pupil data changes
 - Statutory Early Years Foundation Stage Profile and Key Stage 1 (including Year 1 Phonics)
 - School Workforce Census
 - Data Analysis
- 1.9 The main benefits of the document will be:
- To enable BMDC to carry out and conduct its statutory and core services for all children and schools.
 - Maintaining the quality of the school data.
 - To promote and maintain working relationships between the School, BMDC and other relevant parties.
 - Reducing administrative burden on schools – data will only need inputting once by the School but used many times as necessary by the School/BMDC
 - Ensuring appropriate access to information to provide better services to children and young people
 - Supporting schools to retain knowledge around statutory data returns
 - Assisting children & young people's services professionals within BMDC to fulfil their duties.
 - Knowledge is shared for strategic planning across Bradford District.
 - Provide "eligible" children with appropriate travel assistance.

2. Daily/Weekly Data Transfer

2.1 Pupil level data is transferred from the schools Management Information System using Groupcall Xporter software. Once installed/set up, the transfer of this data is automatic and secure.

2.2 The School:

- Transfers scheduled update of child level personal data (including sessional attendance marks).
- Advises BMDC if they change their Management Information System with a minimum of 30 days' notice.

2.3 BMDC:

- Notifies the School if they become aware of any identified inaccuracies in the data they receive to ensure that data held by both parties is accurate and up to date.
- Provides advice and guidance to support the data transfer process.
- Makes the data available via data analysis to children & young people's services professionals within BMDC in line with the General Data Protection Regulation (GDPR).
- Makes the data available to children & young people's services professionals within the BMDC via the central pupil database which is only accessible by authorised staff who adhere to strict usage protocols.
- Only makes the data available to strict list of other external individuals, groups or companies as detailed in Section 8 (Other usage of School Data).

3. School Census

3.1 The school census is a statutory return completed by all state sector schools within England. Data is collected on the third Thursday in January and May and the first Thursday in October. Data items vary according to each census but all three census returns include child level personal data.

3.2 The School:

- Submits the school census to COLLECT.
- The Information Management Team (IMT) quality assures submissions from LA Maintained Schools and submits a file to the DfE.
- Academies and Free Schools data is downloaded from COLLECT.

3.3 BMDC:

- Provides advice and guidance to the School for the preparation of data for each School Census.
- Provides advice and support in the interpretation of the guidance from the DfE with regards to the School Census returns.
- Looks for and advises on any identified anomalies in the School's data before the DfE's deadline.
- Makes the data available via data analysis to children and young people's services professionals within BMDC in line with the General Data Protection Regulation and the Data Protection Act 2018, and any associated data protection legislation.

- Makes the data available to children and young people's services professionals within BMDC via the central pupil database which is only accessible by authorised staff who adhere to strict usage protocols.
- Only makes the data available to strict list of other external individuals, groups or companies as detailed in Section 8 ("Other usage of School Data").
- Pupil data collected from schools is listed in Appendix 2.

4. Attainment Data Collections

4.1 The School is required to submit attainment data to the DfE via BMDC at the end of Early Years Foundation Stage and Key Stage 1 (including Year 1 Phonics). Schools are required to submit Key Stage 2 teacher assessment data to the DfE using the NCA Tools website. BMDC uses attainment data to target the provision of services to schools and localities where there is the most need in order to improve outcomes for the whole of the BMDC.

4.2 The School (where it has pupils of the relevant age):

- Transfers data to BMDC before the end of the Academic year for Early Years Foundation Stage and Key Stage 1 (including Year 1 Phonics) teacher assessments.
- Submits headline Key Stage 4 and Key Stage 5 results on the day students receive their results in August using the online collection form on Bradford Schools Online (BSO). On successful submission, schools will be able to view the provisional results for other Bradford schools and the aggregated LA averages.

4.3 BMDC:

- Supports the transfer process by giving School advice & support on the collection, recording and submission of the data required by the DfE.
- Makes the data available via data analysis to children and young people's services professionals within BMDC in line with the General Data Protection Regulation and the Data Protection Act 2018, and any associated data protection legislation
- Makes the data available to children and young people's services professionals within BMDC via the central pupil database which is only accessible by authorised staff who adhere to strict usage protocols.
- Only makes the data available to strict list of other external individuals, groups or companies as detailed in Section 8 ("Other usage of School Data").

5. Data Analysis Provided to the School

5.1 For Primary Phase schools that submit teacher assessment data to BMDC, BMDC provides them with the following:

- Headline results via Perspective Lite (Nexus)

5.2 For Secondary Phase schools that submit headline Key Stage 4 and Key Stage 5 results in August to BMDC, BMDC provides them with the following on Bradford Schools Online (BSO):

- Headline results for other Bradford schools that have submitted
- Aggregated headline averages for the LA

5.3 For schools that purchase the Information Management Team (IMT) SLA, the following is provided:

- Access to the Data Dashboard area on Bradford Schools Online (BSO).
- School and Local Authority data packs for Early Years Foundation Stage, Phonics, Key Stage 1, Key Stage 2 and Key Stage 4.
- School and Local Authority dashboards containing key information for School Management Team and Governors.
- Individual School Summary Evaluation Reports containing key information for School Management Team and Governors.
- School and Local Authority census dashboards.
- School attendance analysis.
- Additional School Data Analysis requests may incur a charge to the School if the work involved is of a sizable nature (the majority of typical requests will not incur a charge).

6. Fair Processing of Data

6.1 In line with the first General Data Protection Regulation (lawful, fairness and transparency), personal data will only be processed provided that it can be demonstrated at least one of the conditions in Article 6:

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

(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 of the General Data Protection Regulation is met and in the case of special categories of personal data (sensitive personal data) at least one of the conditions in Article 9 is met.

9(2)(j) - processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) based on 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 of the General Data Protection Regulation is also met. BMDC will use the data to provide and plan services for children and young people. Data will only be used in the best interests of the individual.

6.2 BMDC requires the School to notify data subjects (pupils and adults) of which organisations (e.g. Youth Support Services) their personal data may be shared with and the reasons using a Privacy Notice as recommended by the DfE. The DfE Privacy Notice template is attached at Appendix 1.

6.3 Under the General Data Protection Regulation (GDPR) the parties to the agreement are defined as data controllers and therefore must comply fully with the GDPR and must be registered with the Information Commissioner (<http://www.ico.gov.uk/>).

7. Legal Basis for Sharing

The following provide justification of the legal gateways for sharing information between schools and BMDC for the purposes set out below:

Education Act 1996 (2002 & 2011)

- Section 14 of the Education Act 1996 requires local authorities to provide sufficient schools and equipment for pupils of all different ages, abilities and aptitudes and for the different periods for which they may be expected to stay at school. Provision must include practical instruction and training appropriate to the pupils' different needs and must secure diversity in the provision of schools and to increase opportunities for parental choice.

Education & Skills Act 2008

- Section 10 of the Education & Skills Act 2008 requires local authorities in England must ensure that its functions are exercised so as to promote the effective participation in education or training of persons belonging to its area.

In addition the sharing can be justified for the following purposes in accordance with the following legal gateways:

Section 10 of the Children Act 2004

This requires Children's Service Authorities and their relevant partners to cooperate in order to improve the well-being of children and young people in relation to the following:

- physical and mental health and emotional well-being
- protection from harm and neglect
- education, training and recreation
- the contribution made by them to society
- social and economic well-being

Section 11 of the Children Act 2004

Duty on key persons and bodies to make arrangements to ensure their functions are discharged with regard to the need to safeguard and promote the welfare of children.

Section 47 Children Act 1989

Section 47 places a duty on local authorities to make enquiries where they have reasonable cause to suspect that a child in their area may be at risk of suffering significant harm. Local authorities shall make, or cause to be made, such enquiries as they consider necessary to enable them to decide whether they should take any action to safeguard or promote the child's welfare.

Section 17 Children Act 1989

Local authorities have duties to safeguard and promote the welfare of children within their area who are in need and so far as is consistent with that duty, to promote the upbringing of such children by their families by providing a range and level of services appropriate to those children's needs.

Working together to safeguard children 2018

This statutory guidance sets out how inter-agency organisations and individuals should work together to safeguard and promote the welfare of children.

BMDC may from time to time share information with third party organisations where there is an appropriate legal gateway or a statutory requirement to do so.

8. Other usage of School Data

- 8.1 BMDC will use the data for statistical analysis purposes to support Local Authority teams.
- 8.2 BMDC will not use collected information about your school for the purposes of marketing without specific written permission from the School beforehand.
- 8.3 Information will be shared with the West Yorkshire Combined Authority for the purpose of providing eligible children with travel passes and appropriate travel assistance.
- 8.4 BMDC will release data in response to Freedom of Information requests at summary level only ensuring that individuals will not be identifiable in accordance with the Freedom of Information Act 2000.
- 8.5 School DfE Code, School Name and Pupil Year Group from the school census data will be shared with other Local Authorities for the purposes of ensuring there are enough school places for all children in the Local Authority (Individual children are not identified).
- 8.6 Summary school census data (pupils on roll by NC Year) will be shared with other Local Authorities for the purpose of ensuring there are adequate school places available for the future (Individual children are not identified).
- 8.7 Data from the school census may also be used by BMDC for the purposes of determining the school's budget allocation, based on the Local Authority's current school funding formula. The composition of this formula and the definitions of the data used in it, are published and changes are subject to consultation with the Schools Forum.
- 8.8 BMDC will not share any other data with any other external group or company without permission been given beforehand by the School. This includes other Schools/Schools, Local Authorities and the Department for Education.
- 8.9 Information will be shared with Passenger Transport Services (PTS) and their taxi operators for the purpose of providing eligible children with safe and appropriate travel assistance.
- 8.10 Information will be shared with Keyfort, a provider of travel training and walking/bus escorts for the purpose of providing suitable training and travel escorts.

9. Subject Access

As GDPR introduces new rights for individuals including the right to object to processing and the right to erase it is important that any information changes to pupil data is shared as detailed in this agreement and kept up to date by all organisations/partners named in this agreement. Any

subject access requests received by either party which may require information from the other party, the other party should be informed within 48 hours and the response received by the requesting party within 1 month.

Each party is the controller of the data it holds irrespective of its source, and each will respond to access requests in accordance with its own procedures. Information will not be withheld on the grounds of its having been provided by the other party.

- 9.1 The parties will consult if necessary on issues relating to third party information, which is private information about persons other than the data subject, employees of partner organisations and professionals.
- 9.2 Any circumstances that might affect the disclosure of information to the data subject should be pointed out to the receiving party by the disclosing party at the time the data is shared, but this is not to be treated as a veto on disclosure.
- 9.3 Where it is not possible to comply with a request without disclosing information relating to another individual who can be identified from the information (i.e. a third party), it is not necessary to comply with the request, unless;
- The other individual has consented to the disclosure of the information to the person making the request, or;
 - It is reasonable in all the circumstances to comply with the request without the consent of the other individual. In determining whether it is reasonable, regards shall be had, in particular to:
 - Any duty of confidentiality owed to the other individual
 - Any steps taken by the data controller with a view to seeking the consent of the other individual.
 - Whether the other individual is capable of giving consent, and
 - Any express refusal of consent by the other individual.

10. Appropriate Security Measure

- 10.1 BMDC agrees to comply with Article 32 of the General Data Protection Regulation regarding security and to ensure that adequate security arrangements are in place, in order to protect the integrity and confidentiality of the information held. All personal data will be held electronically and will be password protected or encrypted.
- 10.2 Both parties agree not to transfer personal information by unsecure email, only to use secure electronic mechanisms such as the Drop Box and Post Box facility on Bradford Schools Online (BSO) or the S2S secure transfer website or secure Galaxkey or GSCX email.

11. Data Protection Responsibilities

- 11.1 This document needs to be acknowledged and signed by the School and BMDC.
- 11.2 BMDC agree to keep the information no longer than it is necessary to deliver and plan services to children and young people as outlined in BMDC's Retention and Destruction policy.

12. Data Retention & Disposal

- 12.1 Data will be retained for the period for the pupil's DOB + 25 years.
- 12.2 Data will be confidentially destroyed and disposed of in a secure manner as part of electronic database management

13. Designated Officers

- 13.1 Each party will make available on request which individuals (designated officers) are authorised to send and to receive the data to be shared. In the case of BMDC, the designated officers will be those data management officers. In the case of the School, they will be administration staff.
- 13.2 Each party will ensure that all of its designated officers are fully conversant with the provisions of this document and receive training regarding General Data Protection Regulation principles.
- 13.3 Each party will notify the other of its designated officers and ensure any change is notified promptly to enable records to be kept up to date.
- 13.4 Each party will keep adequate records to ensure ease of administration, covering all aspects and documentation of the information sharing process. This information will be accurate and up to date. The information will be reviewed with the other party by arrangement each year.

14. Complaints and Breaches

- 14.1 A suitably independent arbiter will be appointed by the parties to this agreement to deal with complaints and/or disagreements not resolved between them. Any resolution that sets a precedent affecting the agreement as a whole must be acceptable to both parties.
- 14.2 Complaints from data subjects, or their representatives, regarding information exchanged and held under the terms of this agreement will be investigated first by the organisation receiving the complaint. Action which affects the other party will not be taken without appropriate consultation.

15. Review of Document

The parties undertake to conduct an annual review of this document, in order to amend it if necessary and ensure it remains fully effective and necessary. If no changes are required, this agreement will continue until either party notifies in writing that they are withdrawing from this agreement.