



Data Sharing Agreement Academic Year 2021-22

Central Bedfordshire Council
and

Thomas Johnson Lower School

School/Academy/Setting

Data Sharing Agreement 2021-22 Article

The Learning Performance Team is pleased to announce the publication of the 2021/22 Data Sharing Agreement (DSA) for Central Bedfordshire Schools.

The 2019/20 DSA has been reviewed and the following update for this year is shown in the table below:

Service	Section	Change	Section Update
	3.3.19	Added	The Special Educational Needs and Disability Regulations 2014
	3.3.20	Added	National Health Service Act 2006
	7.3.13	Added	Data relating to health and safety performance by statute for Community and Voluntary Controlled schools and by opt-in for other school types
7.4 Data that will be supplied to the Council by the Education Establishment	7.4.2.16	Amended	Community and Voluntary Controlled schools are required to report accidents and incidents in support of their statutory Health and Safety obligations. Which may include provision of further information on incidents which have taken place and actions required as a result.
	7.4.3/7.5	Removed	Removed references to Year 4 Data collection
School Transport	7.5.1.9	Added	The school transport team will share with schools details of pupils receiving home to school transport and the routes they travel on: schools will use this for instance to ensure that pupils join the correct transport at the end of the day. Also schools may sometimes need to communicate with families of children travelling on particular routes, to advise of changes to timetables, etc.
Youth Support Service	7.6.1	Amended	<p>In the case of the Council acting as the data sharing agent with the Youth Support Service, pupil level data will only be shared where permission from the data subject or representative has been obtained and indicated in the 'Youth Support Services Agreement Indicator' field (formally the 'Connexions Assent' field) within the pupil record held in the Education Establishment's management information system. There is a legal requirement under the Education and Skills Act 2008 for schools to pass information on request to the youth support service for pupils in or approaching the age of 13.</p> <p>The information which schools are required to provide consists of:</p> <ul style="list-style-type: none"> the names and addresses of pupils and their parents (must be provided to the youth support service the date of birth of the pupil other information relevant to the provision of youth support services (optional) <p>Parents – or pupils themselves if aged 16 or over – have the right to object to any information (over and above name, address and date of birth) being shared with the local authority or provider of youth support services. As part of the schools' privacy notice, schools must advise parents / pupils of their right to object. Suggested wording for privacy notices is available in the privacy notice model documents.</p> <p>Schools should return the youth support services agreement for all pupils who are aged 12 and above as at 31 August. If it is not completed the system will default to</p>

Service	Section	Change	Section Update
			'unsought'. If the value of 'No' is recorded, information beyond name, address and date of birth cannot be shared with the youth support service as the parent and/or pupil has successfully exercised their right to object to the data being shared.
School Transport	7.6.9	Added	The school transport team will share with transport operators contracted to provide the school transport routes details of the pupils allocated to each route: this is so that they know the details of the pupils they are contracted to transport. Transport operators may need to contact families for instance to discuss and agree pick-up times and other details relating to transport. The following details may be shared depending on the contact, name, age, address, parents phone number, parents email, stop location, route and relevant and required medical/SEN information.
	11.5	Amended	A deliberate breach the Data Protection policy will likely constitute an offence under the GDPR and Data Protection Act 2018, and if proven will result in disciplinary action up to and including dismissal. An accidental breach may be considered as a breach of the Data Protection Act and may lead to disciplinary action being taken and potential personal liability for a person breaching the act.
	12	Removed	Removed Section 12. Indemnity
	12.3	Amended	This Agreement may be terminated by either party giving at least 30 days notice in writing to the other party. Where the Agreement is terminated neither party shall be responsible for any damages, loss and any form of expenditure incurred by the other Party. This excludes any statutory legislative requirements
	Appendix 1	Added	Added Lawful Basis column to Schedule 1 Tables - Data Supplied by Educational Establishment to CBC
Youth Support Service	Appendix 1	Added	Year 11 Cohort details and Intended Destinations for Year 11 and year 12
Educational Visits Team	Appendix 1	Amended	To ensure compliance with LA statutory H&S duties as they relate to educational visits and journeys
	Appendix 4	Changes	<ul style="list-style-type: none"> • Ensure all staff are instructed not to leave workstation/PC signed on when not using it • Follow the policy of the Educational Establishment regarding the use of memory sticks or printouts. • Ensure all new software is Malware-checked prior to loading onto an organisation's computer. Do the same for disks, memory sticks and any other similar removable device • Do not disclose personal data to anyone other than the Data Subject unless you have the Data Subject's consent, or it is a registered disclosure, required by law, or permitted by a GDPR and Data Protection Act 2018 exemption • Check who is around you when discussing items that may be sensitive or confidential in nature

A copy of the 2021-22 Data Sharing Agreement has been attached and also sent to your school via Anycomms (Admin Account).

Please contact the Performance Team (LearningPerformanceTeam@centralbedfordshire.gov.uk) if you have any questions regarding the DSA. As these changes are not deemed significant your original DSA signed agreement remains in place unless you notify us otherwise.

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SUMMARY

PARTIES

The Agreement is between

1. Central Bedfordshire Council (the 'Council') and Thomas Johnson Lower School
2. the 'Educational Establishment' ("name of school") (i.e. a School, an Early Years Settings etc.) located within the Council boundaries.

PERSON WHO SIGNED THE AGREEMENT AND THEIR DESIGNATION

The individuals who signed are:

1. On behalf of the Council:
2. On behalf of the Educational Establishment

The signatories to this Agreement represent the Council and the Educational Establishment's commitment to share information with each other as detailed in this Agreement and to do so under the guiding principles outlined in the Data Protection Act on which this Agreement is based.

TERM OF THE AGREEMENT

This Agreement is a rolling agreement which lasts for at least a period of one Academic year. This remains an active document for the 2021/2022 academic year. The signatories (or their delegated representatives) representing each Party shall take responsibility for reviewing this Agreement on an annual basis prior to the end of each academic year.

MAIN CONSIDERATIONS

The data items included in this Agreement cover those required on a statutory basis as well as those required by the Council to fulfil its business functions. This Agreement makes no distinction between schools that are Academies or those that are maintained and therefore applies to ALL schools as well as other establishments or independent individuals that are involved in the education of children in Central Bedfordshire.

This page shall be construed as part of the Agreement. Where there is any conflict between the Agreement and this Summary page, the terms of the Agreement shall take precedence.

DATA SHARING AGREEMENT

This 2021-22 Data Sharing Agreement was made the Day of 2021 / 2022

BETWEEN

- (1) Central Bedfordshire Council of Priory House Monks Walk, Chicksands, Shefford, Bedfordshire SG17 5TQ ('the Council'); and
- (2) Thomas Johnson Lower School of Hurst Grove, Lidlington MK430SB [address] ('the Educational Establishment Name') ('the Educational Establishment Address')

taken together 'the Parties'.

INTRODUCTION

- (A) The Council requires data from the Educational Establishment to fulfil both Statutory and non-statutory functions.
- (B) The Educational Establishment realises that the data should be provided to the Council and enters into this Agreement to provide the parameters under which, and the manner in which, information will be provided.

NOW IT IS HEREBY agreed

1 Definitions and Interpretations

- 1.1 For the Purposes of this agreement, unless the context requires otherwise, the words and phrases set out in Schedule 1 shall have the meanings set out therein.

2 Construction of This Agreement

- 2.1 Unless the context requires otherwise, words importing the singular shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter and vice versa.
- 2.2 References to Recitals, Clauses and Schedules are, unless otherwise stated, references to, recitals to, clauses of and schedules to this agreement.

- 2.3 Any reference to a 'person' shall as the agreement may require be construed as a reference to any individual, firm, company, body corporate, corporation, trust, government department, state, agency or any association or partnership (whether or not having a separate legal entity).
- 2.4 The headings and use of bold type in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 2.5 References to any Act of Parliament or statutory provision shall be deemed to include any treaty, statute, statutory instrument, directive, byelaw, instrument, order or regulation deriving authority there from or any other like legislation or document and any amendment modification or re-enactment thereof.

3 Purpose of this Data Sharing Agreement

- 3.1 This Agreement is between the Council and the Educational Establishment.
- 3.2 It details arrangements by which data is shared between the Parties.
- 3.3 Education Establishments and settings are the main source of pupil information for the Council. The Council requires data from Education Establishments and settings to fulfil statutory functions to protect and support the learning and welfare of all children and young people in all Education Establishments and settings within its boundaries. For much of this information there is a statutory requirement placed on Education Establishments/settings to share with the same with the Council, this would include information pursuant to the following legislation:
- 3.3.1 Children Acts 1989 & 2004
 - 3.3.2 Learning and Skills Act 2000 (S 117)
 - 3.3.3 Education Acts 1996 & 2002
 - 3.3.4 Adoption & Children Act 2002
 - 3.3.5 Health Act 1999
 - 3.3.6 National Health Service Act 1977
 - 3.3.7 Crime & Disorder Act 1998
 - 3.3.8 Criminal Justice Act 2002
 - 3.3.9 Local Government Act 2000
 - 3.3.10 Protection of Children Act 1999

- 3.3.11 Children (Leaving Care) Act 2000
- 3.3.12 Education (SEN) Regulations 2001
- 3.3.13 Childcare Act 2006
- 3.3.14 Apprenticeships Skills Children & Learning Act 2009
- 3.3.15 Local Authority Social Services Act 1970 (Working Together to Safeguard Children)
- 3.3.16 Education and Skills Act 2008
- 3.3.17 The Education (Pupil Registration) (England) Regulations 2006
- 3.3.18 The Health and Safety at Work etc Act 1974 and regulations made under that Act
- 3.3.19 The Special Educational Needs and Disability Regulations 2014
- 3.3.20 National Health Service Act 2006

3.4 However, some of the information included in this Agreement does not fall within any legal obligation on Educational Establishment to share with the Authority but is required by the Authority to fulfil its business functions.

4 Agreement principles

4.1 The guiding principles, which provide the parameters for this Agreement, are defined within the legal framework concerning the protection and use of personal information, particularly where sharing of information is involved.

4.2 As custodians of this data, the Parties are required to ensure that personal information is handled properly and to understand their specific obligations and responsibilities.

4.3 In particular, the following legislation provides the guiding principles that must be complied with at all times:

4.3.1 UK General Data Protection Regulations (UK GDPR) and Data Protection Act 2018

4.3.2 Human Rights Act 1998 (article 8)

4.3.3 Freedom of Information Act 2000

4.3.4 The Common Law Duty of Confidence

4.3.5 Equality Act 2010

5. **Benefits to parties**

5.1 Signatories to this Agreement will benefit in the following ways:

- 5.1.1 Analysis of attainment and progress results (both provisional and final) at local authority level and educational establishment level for individual Education Establishments to benchmark performance.
- 5.1.2 Assist the Council in maintaining one single pupil data source which serves other teams within Children's Services directorate so that additional requests for data from service areas are not directed to the Education Establishment.
- 5.1.3 Data and analysis can assist both parties in determining support required by pupils in the school.
- 5.1.4 Ensure the safeguarding of children in the Education Establishment and promote welfare of children who are in need.
- 5.1.5 Allow the efficient processing of Education Establishments admissions applications to the Education Establishment.
- 5.1.6 Allow Educational Establishments and the Council to support each other in pursuance of complying with applicable legislation and other requirements for service delivery.

6. **Purpose and use of shared data and information**

6.1 The main purpose for sharing the information and data outlined is to:

- 6.1.1 monitor pupil outcomes comprehensively.
- 6.1.2 identify where pupils have transferred.
- 6.1.3 identify pupils needing additional support e.g., for exclusions, attendance or transport.
- 6.1.4 ascertain the details of pupil's personal details (name, address, date of birth and any additional needs) so that they can be assessed for entitlement to free home to school transport.
- 6.1.5 allocate appropriate funding.

6.1.6 support teaching and learning.

6.1.7 identify and track pupils going onto further education.

6.1.8 support safeguarding.

6.1.9 allow Educational Establishments and the Council to support each other in pursuance of complying with applicable legislation and other requirements for service delivery.

7. Data in scope within this Agreement

7.1 The information included within the scope of this Agreement is set out at Appendices 1 & 2.

7.2 The frequency and method by which the data is exchanged will vary depending upon the nature of the data (e.g. pupil contextual, attainment, attendance, exclusions), the type of Education Establishment (e.g. maintained/Academy/Free Education Establishment), the type of setting (e.g. PVI, mainstream), Education Establishment phase (e.g. Early Years, Nursery, Lower, Primary, Middle, Upper, Secondary, Special).

7.3 The list below identifies the range of information that is exchanged **routinely** between the Parties. A more detailed list of data items, timescales and their use within the Council is included in Appendix 1.

7.3.1 Education Establishment Census (SC) information (as defined by the DfE specification).

7.3.2 Key Stage Education Establishment including pupil level attainment and progress results and Year 1 Phonics Checking results.

7.3.3 Analysis of results at appropriate and relevant levels.

7.3.4 Pupil contextual information (as defined in Appendix 2).

7.3.5 Early Years data relating to termly headcount, Early Years Pupil Premium and end of Foundation Stage Profile attainment results.

7.3.6 Attendance, exclusion and assessment data for Looked After Children and the Supporting Families initiative.

7.3.7 Pupil destinations for Years 11 and 12.

7.3.8 Employee service and salary data for return on the Teachers Pensions' Annual Service Return.

7.3.9 Employee service and salary data for ad hoc data returns to Teachers Pensions' to update or correct employee service records.

7.3.10 Emergency contact details.

7.3.11 Pupil contextual data including medical conditions and additional needs for pupils taking part in events organised the Music Service/Hub, Inspiring Music.

7.3.12 Pupil contextual data including medical conditions and additional needs alongside the relevant risk assessments and mitigations, for pupils taking part in educational visits and journeys.

7.3.13 Data relating to health and safety performance by statute for Community and Voluntary Controlled schools and by opt-in for other school types.

7.4 Data that will be supplied to the Council by the Education Establishment

7.4.1 The Education Establishment shall provide to the Council the data set out in this clause 7.4.

7.4.2 Required Statutory data:

7.4.2.1 Early Years Foundation Stage profile outcomes as described in the DfE Assessment and Reporting Arrangements.

7.4.2.2 KS1 outcomes as described in the DfE Assessment and Reporting arrangements.

7.4.2.3 Year 1 Phonics check and Year 2 Re-check attainment data as described in the DfE Assessment and Reporting arrangements.

7.4.2.4 Exclusion/suspension data within the statutory timescales (permanent exclusions within 24 hours and suspensions as soon as possible, no later than 5 working days).

7.4.2.5 Census information as per the DfE Census Business and Technical Specification as relevant.

7.4.2.6 Workforce Census information (annually) as per the DfE Census Business and Technical Specification as relevant.

7.4.2.7 Admissions and appeals data as per The School Admissions (Admission Arrangements and Co-ordination of Admission Arrangements) (England) Regulations and the School Admissions (Appeals Arrangements) (England) Regulations.

7.4.2.8 Intended destinations for Year 11 and 12.

7.4.2.9 Actual destinations for Year 11 and 12.

- 7.4.2.10 Monthly notifications of early leavers from their Post 16 sixth form provision.
- 7.4.2.11 Employee service and salary data for return on the Teachers Pensions' Annual Service Return.
- 7.4.2.12 Employee service and salary data for ad hoc data returns to Teachers Pensions' to update or correct employee service Records.
- 7.4.2.13 Follow the 'notification of removal from school roll' procedure when a child leaves a school.
- 7.4.2.14 Complete a "New Starter" form within 5 days of a child starting at the school.
- 7.4.2.15 The names and details of at least 3 emergency contacts that may be needed either in the event of an out-of-hours emergency affecting, or if access was required in the event of a civil emergency.
- 7.4.2.16 Community and Voluntary Controlled schools are required to report accidents and incidents in support of their statutory Health and Safety obligations. Which may include provision of further information on incidents which have taken place and actions required as a result.
- 7.4.2.17 Community and Voluntary Controlled schools are required to submit planning for educational visits and journeys in support of their statutory Health and Safety obligations.

7.4.3 Required Non-statutory data:

- 7.4.3.1 Core pupil data (as identified in Appendix 2).
- 7.4.3.2 Daily attendance and half-termly assessment data for Looked After Children.
- 7.4.3.3 Attendance marks and summary data (3 weekly).
- 7.4.3.4 Key Stage 4 provisional results on results day in August at school level.
- 7.4.3.5 Key Stage 5 provisional results on results day in August at school level.
- 7.4.3.6 Early Years headcount data and Early Years Pupil Premium.
- 7.4.3.7 Pupil contextual data including medical conditions and

additional needs for students taking part in events organised the Music Service/Hub, Inspiring Music.

7.4.3.8 Detailed information regarding musical activities taking place in school to allow Inspiring Music to report back to Arts Council England.

7.4.3.9 Sufficiency and occupancy data to ensure CBC can assess and ensure sufficient childcare.

7.5 Information supplied to the Education Establishment by the Council

7.5.1 Providing submissions timescales are adhered to, the following information will be provided to the Education Establishment (where relevant):

7.5.1.1 In order to support delivery of the Partnership Vision for Education, the Council will be sharing Key Stage Assessments (school level) across all Central Bedfordshire schools. This will support schools within school clusters in coming together to identify key priorities for their area and actions to support improvement, including identification and sharing of best practice. This will be shared via the School Cluster Reports.

7.5.1.2 Confirmation of Funded Hours for 2, 3 & 4 year olds.

7.5.1.3 Exclusion (in Statistical data from) including social care involvement for example CiN, CP or Early Help Referral.

7.5.1.4 EYFSP, Phonics, and KS1 summary reports following successful submission of outcomes.

7.5.1.5 Provisional KS results by school.

7.5.1.6 Pupil data error checking (Census Checking Service) where the Performance Team has differing information about a pupil. This service is only applicable where a school has subscribed to this service (charges apply).

7.5.1.7 Admissions and appeals information.

7.5.1.8 Destination reports for Young People by School (at a population level).

7.5.1.9 The school transport team will share with schools details of pupils receiving home to school transport and the routes they travel on: schools will use this for instance to ensure that pupils join the correct transport at the end of the day. Also schools may sometimes need to communicate with families of children

travelling on particular routes, to advise of changes to timetables, etc.

7.6 Information supplied by the Council to third parties

7.6.1 In the case of the Council acting as the data sharing agent with the Youth Support Service, pupil level data will only be shared where permission from the data subject or representative has been obtained and indicated in the 'Youth Support Services Agreement Indicator' field (formally the 'Connexions Assent' field) within the pupil record held in the Education Establishment's management information system. There is a legal requirement under the Education and Skills Act 2008 for schools to pass information on request to the youth support service for pupils in or approaching the age of 13.

The information which schools are required to provide consists of: the names and addresses of pupils and their parents (must be provided to the youth support service the date of birth of the pupil other information relevant to the provision of youth support services (optional)

Parents – or pupils themselves if aged 16 or over – have the right to object to any information (over and above name, address and date of birth) being shared with the local authority or provider of youth support services. As part of the schools' privacy notice, schools must advise parents / pupils of their right to object. Suggested wording for privacy notices is available in the privacy notice model documents.

Schools should return the youth support services agreement for all pupils who are aged 12 and above as at 31 August. If it is not completed the system will default to 'unsought'. If the value of 'No' is recorded, information beyond name, address and date of birth cannot be shared with the youth support service as the parent and/or pupil has successfully exercised their right to object to the data being shared.

7.6.2 The Council will only share pupil related data with external bodies if there is a statutory duty to do so and/or an Agreement exists under a Data Sharing Agreement identified in the Authority's Privacy Notice.

7.6.3 The School Admissions Team may share pupil data with other councils where necessary for the purposes of processing an application for a school place e.g. if the applicant requires a place at a school or academy in another Local Authority area.

7.6.4 The Council will share data with the Teaching Schools as defined in the data sharing protocols established between the Council and the Teaching Schools.

7.6.5 The Council will share data with commissioned external organisations or individuals that have been engaged to work with schools, in particular, those identified as a school causing concern.

- 7.6.6 The Council will share data with external Payroll and HR providers under contract to the school in order for the organisations to complete work on behalf of the school. This data will include personal and employment data in order to complete statutory forms such as Teachers Pensions' retirement forms.
- 7.6.7 The Inspiring Music Team will share data with other local authorities as required by the BODY OF PERSONS APPROVAL (aka BOPA) process when musical events are being held in public venues outside the boundaries of Central Bedfordshire Council. [BOPA is an exemption from individually licensing children - S.37(3)(b) Children & Young Persons Act 1963].
- 7.6.8 The council will share non-personally identifying information with recognised Trade Unions pursuant to obligations made by the Safety Representatives and Safety Committees Regulations 1977. Any data which may identify an individual will be provided only by consent in line with the Council's Privacy Notice.
- 7.6.9 The school transport team will share with transport operators contracted to provide the school transport routes details of the pupils allocated to each route: this is so that they know the details of the pupils they are contracted to transport. Transport operators may need to contact families for instance to discuss and agree pick-up times and other details relating to transport. The following details may be shared depending on the contact, name, age, address, parents phone number, parents email, stop location, route and relevant and required medical/SEN information.

7.7 Information supplied to the Council by third parties

- 7.7.1 External Payroll and HR providers under contract to the school will provide employee personal and salary and pension data on a monthly basis in accordance with the CBC Teachers Pension's Policy. The policy can be found on the Schools' Portal website under the Pensions section of Human Resources – Schools Statutory Service.
- 7.7.2 External Payroll and HR providers under contract to the school will provide employee personal, salary and pension data in order for the Council to discharge it's statutory functions such as information required for TUPE transfers etc.

8. Data management and sharing principles

8.1. All signatories shall abide by the following principles:

- 8.1.1. The data will only be used for the purpose for which it was intended.
- 8.1.2. The Council issues a Privacy Notice via the Central Bedfordshire web site which summarises the information held the reasons for holding it and how the information is shared. This is reviewed annually or when

changes in circumstances dictate that it be reviewed earlier.

- 8.1.3. Similarly, Education Establishments must issue Privacy Notices to parents/carers of all registered pupils detailing the information held, the reasons for holding it and how the information is shared. Electronic copies of model documents can be downloaded from the DfE website. Search for “DfE Privacy Notice”.
- 8.1.4. It is expected that all Education Establishments and external providers of external services that handles pupils and staffing data have an IT Security policy in place which is strictly adhered to by all staff members when dealing with information relating to pupils and staff. Each staff member must be signatories to the Education Establishment’s Acceptable User Policy (AUP).
- 8.1.5. The Xporter software is maintained within Education Establishments (Sims Education Establishments only) to allow for automated data extracts from the Education Establishment’s SIMS management information system. The Education Establishment has the responsibility for ensuring the Xporter software is maintained and reporting any issues to the Learning Performance Team within the Council.
- 8.1.6. The Xporter software is run centrally to export data from Educational Establishments that use IntegrisG2 management information system. These schools should ensure that the pseudo account for Xporter remains active.
- 8.1.7. Data at individual level will be deleted or deactivated according to the School’s or setting’s respective record management protocols which should, as a minimum, be based on ***The Information and Records Management Society*** (<https://irms.org.uk/page/SchoolsToolkit> recommendations).
- 8.1.8. Only appropriate and qualified officers based within teams in the areas associated with the use and analysis of the data/information are responsible for data exchange and quality assurance of the data exchanged. (A schedule of appropriate teams is listed in Appendix 5).
- 8.1.9. Data sharing contacts will retain data exchanged in a secure ICT system for the period it is required and will destroy data when no longer required.
- 8.1.10. Education Establishment sourced data is exchanged with the Authority via Anycomms+ (*the local secure internal data transfer system purchased by the Education Establishment as part of the local authority Broadband package or as a separate package*); or
- 8.1.11. Via the S2S (School to School) national, secure encrypted service provided by the DfE (free to all Education Establishments).
- 8.1.12. The use of email will **NOT** be accepted to send or receive any pupil related and/or *sensitive data*.

- 8.1.13. Sending pupil information, in particular where sensitive, by hard copy should be avoided where possible. In cases where *sensitive information* has to be sent as a hard copy, the information must be addressed to a named individual at the organisation, marked 'Private and Confidential' and sent by registered post or by a secure and trusted courier.
- 8.1.14. Data exchanged is quality assured to ensure accuracy and completeness. Where necessary, the Council may request data items to be re-checked where accuracy is in doubt and resubmitted.
- 8.1.15. Where data conflicts are found, the Council will resolve the conflict and notify the school. Where changes to data linked to funding are required to resolve issues, the Council will contact the Education Establishment to agree the change(s).
- 8.1.16. Education Establishments adhere to the data management processes (See Appendix 4).

9 Data Protection

- 9.1 The Education Establishment shall be the Data Controller of all information it holds. Upon the provision of information to the Council, the Council shall become a Data Controller of that information.
- 9.2 Both parties shall each comply with their obligations under the UK GDPR and Data Protection Act 2018 alongside other relevant legislation and will not breach their common law duty of confidentiality.
- 9.3 The pupil data collected by the Education Establishment which is provided to the Council is obtained under the UK GDPR Principles, including the issue of Privacy Notices to the data subjects or their representatives (i.e. pupil or parent/guardian/carer).
- 9.4 All parties will use the data supplied for the purposes stated within this Agreement.
- 9.5 Where Education Establishments may disclose personal information to consultants, advisers or to other third party individuals working with the Education Establishment, these individuals would be expected to sign the Education Establishment's Acceptable User Policy (AUP).
- 9.6 Data which falls within this Agreement must be anonymised if used for training purposes.

10 Freedom of Information Act 2000 (FOI)

- 10.1 Education Establishments and Settings are deemed public authorities under The Freedom of Information Act 2000 and must therefore comply with their obligations under that Act to disclose non-personal information if requested.
- 10.2 For the purposes of FOI, the Parties are each Data Controllers for any information which has been exchanged.

11 Complaints and Breaches of Confidentiality

- 11.1 This Agreement is subject to the formal Complaints Procedures of the Education Establishment. Any breaches of data protection legislation will be dealt with by the disciplinary procedures of the relevant Education Establishment or Setting.
- 11.2 In the event of any breach of confidentiality, immediate discussions will take place between the named designated officers to determine the required action. Advice will be obtained from the Councils Data Protection Officer (and notification to the Information Commissioner's Office where deemed necessary).
- 11.3 Where confidentiality has been breached, this Agreement can be suspended for 15 days whilst investigations take place by a panel represented by signatories of this Agreement.
- 11.4 It is expected that each party shall discuss all issues that arise with the other to facilitate the working of this Agreement.
- 11.5 A deliberate breach of the Data Protection policy will likely constitute an offence under the UK GDPR and Data Protection Act 2018, and if proven will result in disciplinary action up to and including dismissal as well as potential personal liability for a person breaching the act. An accidental breach may be considered as a breach of the Data Protection Act and may lead to disciplinary action being taken.

12 Agreement Terms of Reference

- 12.1 This Agreement will be reviewed on an annual basis by 1st September by the contact named in each organisation (Appendix 3).
- 12.2 This Agreement shall continue in force until a notice of termination is provided by the Educational Establishment to the Council. Such notice shall be served on the Council by the final day of the summer term. Where no notice has been served this Agreement shall continue.
- 12.3 This Agreement may be terminated by either party giving at least 30 days notice in writing to the other party. Where the Agreement is terminated neither

party shall be responsible for any damages, loss and any form of expenditure incurred by the other Party. This excludes any statutory legislative requirements

- 12.4 This Agreement and its operations are subject to review and updating by all parties to ensure that they remain relevant and updated. Each party shall, upon demand, show the other Party its policies and procedures upon which this Agreement relies and demonstrate that the policies and procedures are being complied with.
- 12.5 Where it is reasonably determined that further information is necessary to fulfil statutory duties and / or requirements, amendments can be made to this Agreement but only where such amendments are in writing and are expressly accepted by the Parties.
- 12.6 The parties listed agree the following:
- To share specified data for the purposes set out here only, limited by the additional criteria stated within this form.
 - To keep personal data secure, and to meet the requirements of the Data Protection Act 2018, including the data subject's rights.
 - To only share the minimum personal data required.
 - To ensure data shared is sufficiently accurate for its purpose.
 - To inform the originating partner **immediately (and in any case, within 24 hours)** of any data security incident affecting shared data.

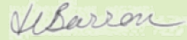
The Parties agree to be bound by the terms set out above and this Agreement is executed on the date first written above.

For and on behalf of the Educational Establishment

Name:

Helen Barron

Signature:



Date:

09/05/2022

Educational Establishment name:

Thomas Johnson Lower School

Data Sharing Agreement Period : 2021/22 Academic Year

For and on behalf of Central Bedfordshire Council

Name: Peter Fraser

Position: Assistant Director for Education

Signature:

Date:

Glossary

Agreement – means this agreement

AnyComms+ - Secure data transfer system used in Central Bedfordshire between the Authority and Education Establishments

ARA – Assessment & Reporting Arrangements – guidance on what and how assessment data is reported and collected

AUP - Acceptable Use Policy (signed by all users within an Educational Establishment. It can be part of an eSafeguarding Policy.

CSV – Comma Separated Value file format. This is the preferred format extracted out of the MIS systems by Xporter

COLLECT – the DfE’s secure web site for data collections

CTF - Common Transfer File – normal file format that Education Establishment systems use to transfer data

Data Controller – a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed.

Data Processor – in relation to personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the data controller

DfE – The Department for Education

EYFS – Early Years Foundation Stage

FS – Foundation Stage

KEYPAS - national database from which provisional and end of year attainment data can be extracted

MIS – Management Information System

NEF – Nursery Education Funding

Personal Data – is information which relates to an identifiable living individual that is processed as data.

S2S – Secure data transfer method provided by the DfE. Mainly used to transfer data with bodies outside of Central Bedfordshire.

SAM - School Admissions Module. This provide access to live admissions data on the Synergy system which informs schools of applications received for Education Establishment offers made and waiting lists (if applicable).

Special Category Data – is data that relates to ethnicity and UPNs and therefore needs to be handled with extra care.

SIMS – School Management Information System

Synergy – the LA database that stores pupil information and is used throughout Children's Services

UPN – Unique Pupil Number

Xporter – the automated data extraction software that extracts and transfers data from Schools' MIS to the Council

Appendix 1 - Schedule 1

Data Supplied by Educational Establishment to CBC

Data type	Data Source	Level (Statutory Or Non Statutory)	Type information of	Why	How the data is provided to CBC	Frequency	Who accesses this data?	Lawful Basis
Pupil contextual data								
Pupil contextual	School MIS	Non	Pupil identifiers, Address, Start & End Date, Attendance information	Feeds the LA's Central Pupil database to provide Children's Services Teams with up to date pupil level data to assist with their business function.	Automated Xporter extracts sent via Anycomms	Every 6 weeks	Performance Team	Public Task
Pupil contextual	School Census	Stat	As per School Census Guidance & Specification	Provides a snapshot of pupils and their characteristics. Used for a variety of statistical analyses including pupil planning, identifying vulnerable pupils, and funding allocations.	Mainstream: census CTF files	Termly	Performance Team	Legal obligation
					Academies: As a CTF Export from Collect			Legal obligation

Data type	Data Source	Level (Statutory Or Non Statutory)	Type of information	Why	How the data is provided to CBC	Frequency	Who accesses this data?	Lawful Basis
Exclusions/Suspensions	School MIS	Stat	Permanent exclusion flag; start date; reason for exclusion Suspension; start date, end date, reason for suspension, social care involvement including CiN, CP or Early Help Referral	Monitoring/Support to work collaboratively with other services where a multi-agency response maybe needed.	Forms sent to the Authority via Anycomms	Within a day (permanent, fixed term over 5 days, lunchtime over 10 days) and at least termly (fixed term 5 days or less, lunchtime 10 days or fewer)	Access & Inclusion Team	Legal Obligation
Pupil contextual data – Early Years								
EY Headcount	Synergy EY Module	Non	Child identifiers, address,	Nursery Education Funding	Direct entry into Council's Synergy EY Module	Termly	Early Years & Early Intervention	Public Task
EY Census	Synergy EY Module	Stat	Pupil contextual	Provides a snapshot of children and their characteristics. Used for funding allocations.	Direct entry into Council's Synergy EY Module	Annually (Jan)	Early Years & Early Intervention	Legal Obligation
EYPP	Synergy EY Module	Non	Child identifiers, address	Provides information on eligible children.	Direct entry into Council's Synergy EY Module	Termly	Early Years & Early Intervention	Public Task

Data type	Data Source	Level (Statutory Or Non Statutory)	Type of information	Why	How the data is provided to CBC	Frequency	Who accesses this data?	Lawful Basis
Workforce data - Early Years								
Staff contextual	Synergy EY Module	Stat	Staff identifiers, Address, Start & End Date, Qualifications, Roles,	Early Years Census	Direct entry into Council's Synergy EY Module	Annually (Jan)	Early Years & Early Intervention	Legal obligation
Workforce data - Schools								
Staff contextual	School MIS	Stat	Staff identifiers, Address, Start & End Date, Qualifications, Roles, Contracts, Attendance information	SWF Census	For maintained schools only Upload to COLLECT	Annually (Nov)	HR Service	Legal obligation

Data type	Data Source	Level (Statutory Or Non Statutory)	Type of information	Why	How the data is provided to CBC	Frequency	Who accesses this data?	Lawful Basis
Teachers Pensions' data								
Teacher Pensions'	Payroll provider sent to school and school provides to Council in format required by Teachers Pensions'	Stat	Annual pensions service return of employment in yr April – March. Teachers reference no and salary details for year or employment period.	In order for Council to provide statutory pension information to Teachers Pension' as the 'Scheme Employer' for all maintained schools		Annually	HR Service	Legal obligation

Data type	Data Source	Level (Statutory Or Non Statutory)	Type of information	Why	How the data is provided to CBC	Frequency	Who accesses this data?	Lawful Basis
Teachers Pension Service return / pay over	Payroll provider	Non	Monthly pay information relating to all teachers receiving a salary payment including salary and employee and employers pension deduction data	In order for the Council to reconcile pension contribution pay over information made by external payroll providers		Monthly	HR Service	Public Task
Teachers Pension service and salary data	Payroll provider	Stat	Historic salary and pension data as required	To enable the Council to update employee pension service records where there may be recorded 'missing service'		Daily/Weekly as and when required	HR Service	Legal obligation
Emergency Contact data								
Emergency contact details	School MIS	Stat	Name, landline and mobile contact number of at least 3 emergency contacts	In the event of an out-of-hours emergency or if access is required in the event of a civil emergency		Annually	Compliance and Risk	Legal obligation

Data type	Data Source	Level (Statutory Or Non Stat)	Type of information	Why	How the data is provided to BC	Frequency	Who accesses this data?	Lawful Basis
Health and Safety Data								
Accident and incident records	AssessNET accident and incident reporting system	Statutory (Mandatory use by Community & Voluntary Controlled schools, all other school types optional use)	Staff, pupil and visitor identifiers Details of incidents occurring in relation to school premises and activities, with investigation content including statements, evidence and recommendations	Compliance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)	Direct entry into AssessNET	Adhoc - when incidents occur	Corporate H&S Team HR Service Insurance Team (provided by H&S Team when required to process claims) Assets (provided by H&S Team when required to resolve property matters) Health and Safety Executive for incidents reported to them under RIDDOR. Educational Visits and Journey's Team	Legal obligation

H&S Arrangements	School	Statutory	H&S information and documentation for schools to fulfil H&S duties under the Act. Incl risk assessments method statements, inspection monitoring records, care plans, insurance claims, ill health disability data. Staff, pupil visitor details.	To facilitate and demonstrate compliance with the Health and Safety at Work etc Act 1974 and regulations made under that Act	As required on a case by case basis by telephone, email, letter and during site visits to the school or activity locations	Adhoc – when responding to school requests or when conducting audits, inspections or interventions	Corporate H&S Team HR Service Insurance Team (when required) Assets (when required) Educational Visits and Journey's Team Risk and Finance Officer (when required)	Legal obligation
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Data type	Data Source	Level (Statutory Or Non Statutory)	Type of information	Why	How the data provided to CBC	Frequency	Who accesses this data?	Lawful Basis
Attainment data								
EYFSP	e Profile/ School MIS	Stat	End of FS attainment data as per ARA for EYFS	Monitor standards and performance of pupils within FS	CTF export	Annually (June)	Performance Team	Legal obligation
Y1Phonics Check/ Y2 Phonics Recheck	School MIS	Stat		Monitor standards and performance of pupils at end of Year 1 and Year 2	CTF export	Annually (June)	Performance Team	Legal obligation
Key Stage 1	School MIS	Stat	End of KS1 attainment data as per ARA for KS1	Monitor standards and performance of pupils at end of KS1	CTF export	June/July	Performance Team	Legal obligation

Data type	Data Source	Level (Statutory Or Non Statutory)	Type of information	Why	How the data provided to CBC	Frequency	Who accesses this data?	Lawful Basis
Key Stage 2 Assessment	School MIS	Non	Provisional Headline School Level Key Stage 2 Results	Monitor standards and performance of pupils at end of KS2.	School Proforma	July	Performance Team	Public Task
Key Stage 4 (GCSE & Equivalent)	School	Non	Provisional Headline School Level Key Stage 4 Results	Monitor standards and performance of pupils at end of KS4.	School Proforma	August	Performance Team	Public Task
Key Stage 5 (A/AS Level and Equivalent)	School	Non	Provisional Headline School Level Key Stage 5 Results	Monitor standards and performance of pupils at end of KS5.	School Proforma	August	Performance Team	Public Task
Other Pupil data								
Year 11 cohort details	School MIS	Stat	Name, Address, Date of Birth, Telephone numbers, ULN, UPN of all year 11s on roll	To ensure we have the correct cohort recorded for the school to track and report.	Csv export	Annual (end of March)	Youth Support Service	Legal obligation
Intended Destinations for year 11 & 12 leavers	School MIS	Stat	Intended destinations and phone numbers of year 11 & year 12 leavers	To identify year 11 & year 12 who do not have an offer of an education place in the September and who may require additional support and information about their future options	Csv export	Annual (End April)	Youth Support Service	Legal obligation

Data type	Data Source	Level (Statutory Or Non Statutory)	Type of information	Why	How the data provided to CBC	Frequency	Who accesses this data?	Lawful Basis
Actual Destinations for year 11 & year 12 leavers	School MIS	Stat	Actual destinations of year 11 & year 12 leavers	To identify year 11 & year 12 leavers who have no positive destination and who may require additional support and information about their future options	Csv export	Annually (End September)	Youth Support Service	Legal obligation
Early leavers from their post16 (sixth form) provision	School MIS	Stat	Early leavers from their post16 (sixth form) provision	To identify young people not continuing in education	Csv export	Monthly	Youth Support Service	Legal obligation
Pupil data relating to Pupil Admissions	School MIS	Stat	Pupil contextual data	Authority to meet statutory requirement to co-ordinate admissions for point of entry and in-year applications	Csv export	Annually in accordance with co-ordinated scheme timetable and ad-hoc for in year applications	Schools Admissions Team	Legal obligation
Pupil data relating to Music Service Events	School MIS	Non	Pupil contextual data	In order for pupils to take part in events organised by the Music Service/Hub, Inspiring Music		Adhoc	Music Service	Public Task
Educational Visits and Journeys	EVOLVE	Stat	Pupil contextual data	To ensure compliance with LA statutory H&S duties as they relate to educational visits and journeys		Adhoc	Educational Visits Team	Legal obligation

Appendix 1 - Schedule 2

Data supplied by CBC to Education Establishment

Item	Details	When is it provided
Information		
KS1 Summary Reports	An early summary confirming the information provided as part of the statutory collection	June/July
Provisional Results	Summary information covering EYFSP, Y1 Phonics, KS1, KS2, KS4 & KS5	September
Confirmation of funded hours for 2,3 & 4 year olds		Termly
Admissions and appeals information	Information about admissions and appeals following application rounds	Throughout the academic year
Activity Survey Destinations and Destination Measure Reports	Information after they have left Yr11 will be provided by destination type (e.g. school, college or NEET)	January and the Summer Term
School Transport Data	The school transport team will share with schools details of pupils receiving home to school transport and the routes they travel on	Throughout the academic year

Appendix 2 - Data Items breakdown

Pupil Contextual data

Data Item	Core	Xporter	School Census	Other method
Preferred Surname	Y	✓		
Legal Surname	Y	✓	✓	
Former surname			✓	
First name	Y	✓	✓	
Preferred forename			✓	
Date of Birth	Y	✓	✓	
Gender	Y	✓	✓	
Full address	Y	✓	✓	
Postcode	Y	✓	✓	
UPN	Y	✓	✓	
Former UPN	Y		✓	
ULN			✓	
NC Year group	Y	✓	✓	
Current School	Y	✓	✓	
Current Education Establishment DfE number	Y	✓	✓	
Date of entry	Y	✓	✓	
Date of leaving	Y	✓	✓	
Reason for leaving			✓	
Enrolment status	Y	✓	✓	
Ethnicity	Y	✓	✓	
Language code	Y	✓	✓	
Youth support services agreement(Connexions Assent)		✓	✓	
Member of SEN Unit			✓	
Member of resourced provision			✓	
Boarder indicator			✓	
No of possible sessions			✓	
No of sessions attended			✓	
No of sessions missed due to Authorised absence			✓	
No of sessions missed due to Unauthorised absence			✓	
Attendance marks		✓		
Part-time indicator	Y	✓	✓	
SEN Stage code	Y		✓	
SEN Provision			✓	
Service Children indicator			✓	
Contact title		✓	✓	

Data Item	Core	Xporter	School Census	Other method
Contact Initial	Y	✓		
Contact Last name	Y	✓		
Contact relationship	Y	✓		
Contact telephone number	Y	✓		
FSM Eligibility Start date			✓	
FSM Eligibility End date			✓	
Exclusion/Suspension – no of sessions			✓	
Exclusion/Suspension category			✓	
Exclusion/Suspension reason			✓	
Exclusion/Suspension start date			✓	
Exclusion/Suspension end date			✓	
Funded Hours			✓	
Hours at setting			✓	
In Care Indicator			✓	
In Care – Caring Authority			✓	
Historical pupil addresses				✓
Sibling data				✓
Medical Condition				✓
Additional Needs				✓

Attainment data

Data Item	Xporter	School Census	Other method
EY FSP			✓
Y1 Phonics			✓
KS1 Teacher Assessments			✓
KS2 Test & Teacher Assessments			✓
KS4 (GCSE) Test results			✓
KS5 (A Level) Test results			✓

Exclusion/Suspension data

Data Item	Xporter	School Census	Other method
Exclusion/suspension category			✓
Exclusion/suspension reason			✓
Exclusion/suspension start date			✓
Suspension end date			✓
Number of sessions missed			✓
CiN/CP/Early Help Referral			✓

Pupil data relating to Pupil Admissions

Data Item	Xporter	School Census	Other method
Admissions appeals lodged		✓	
Admissions appeals withdrawn		✓	
Admissions appeals heard		✓	
Admissions appeals upheld		✓	
Admissions appeals rejected		✓	
Additional Application Details			SAM
Sibling data			SAM
Criterion			SAM

Workforce data

Data Item	Xporter	School Census	Other method
Surname			✓
Forename			✓
Address			✓
Date of birth			✓
Gender			✓
Ethnicity			✓
Contract type			✓
Start date			✓
End date			✓
Payscale			✓
Regional pay spine			✓
Spine point			✓
Post			✓
Role			✓
NI Number			✓
Disability code			✓
QT Status			✓
HLTA Status			✓
QTS Route			✓
FTE Hours per week			✓
Weeks per year			✓
Absence category			✓
Absence first day			✓
Absence last day			✓
Working days lost			✓
Origin			✓
Destination			✓
Vacancies			✓
Occasional teacher headcount			✓
Occasional 3 rd Party support			✓

Appendix 3 - Schedule of Appropriate Teams

Responsible officer in **CBC Performance Team (Learning)**

Name: **Danyel Islam**

Position: Learning Data & Performance Manager

Tel: 0300 300 4542

Address: Watling House, High Street North, Dunstable, LU6 1LF

Email: danyel.islam@centralbedfordshire.gov.uk

Responsible officer in **CBC Access & Inclusion**

Name: **Andrew Copperwheat**

Position: Access and Inclusion Manager

Tel: 0300 300 6291

Address: Watling House, High Street North, Dunstable, LU6 1LF

Email: Andrew.Copperwheat@centralbedfordshire.gov.uk

Responsible officer in **School Admissions Team**

Name: **Christine Edwards**

Position: Admissions Manager

Tel: 0300 300 5862

Address: Watling House, High Street North, Dunstable, LU6 1LF

Email: Christine.Edwards@centralbedfordshire.gov.uk

Responsible officer in **CBC Youth Support Services**

Name: **Jackie Squire**

Position: Business Support Manager

Tel: 0300 300 6566

Address: Watling House, High Street North, Dunstable, LU6 1LF

Email: jackie.squire@centralbedfordshire.gov.uk

Responsible officer in **Early Years Team**

Name: **Fiona Greatorex**

Position: School Readiness and Childcare Team Manager

Tel: 0300 300 6512

Address: Watling House, High Street North, Dunstable, LU6 1LF

Email: cpei@centralbedfordshire.gov.uk

Responsible officer in **Transport Support Team**

Name: **Chris Coles**

Position: Interim School Transport Manager

Tel: 0300 300 8595

Address: Watling House, High Street North, Dunstable, LU6 1LF

Email: Chris.Coles@centralbedfordshire.gov.uk

Responsible officer in **School Improvement**

Name: **Kate Charlton**

Position: NQT LA Coordinator and Moderation Manager

Tel: 0300 300 6928

Address: Watling House, High Street North, Dunstable, LU6 1LF

Email: kate.Charlton@centralbedfordshire.gov.uk

Responsible officer in **Virtual School**

Name: **Jacqui Bunker-Dare**

Position: Head of Virtual School

Tel: 0300 300 5697

Address: Watling House, High Street North, Dunstable, LU6 1LF

Email: Jacqui.Bunker-Dare@centralbedfordshire.gov.uk

Responsible member of staff in **CBC Human Resources Service**

Name: **David Waller**

Position: HR Policy & Implementation Manager

Tel: 0300 300 6053

Email: david.waller@centralbedfordshire.gov.uk

Responsible member of staff in **Corporate Health and Safety Team**

Name: **Lee Butler**

Position: Corporate Health and Safety Manager

Tel: 0300 300 6793

Email: corporatehealth&safety@centralbedfordshire.gov.uk

Responsible member of staff in **Music Service/Hub**

Name: **Charlotte Payne**

Position: Director of Music

Tel: 0300 300 5098

Email: charlotte.payne@centralbedfordshire.gov.uk

Responsible member of staff in **Transformation and Resources**

Name: **Eve Jones**

Position: Transformation Project Manager

Tel: 0300 300 6052

Email: eve.jones@centralbedfordshire.gov.uk

Responsible member of staff in **Educational Establishment:**

Name: Helen Barron

Position: Office Manager/Data Protection Officer

Tel: 01525 402377

Email: hbarron@thomasjohnsonschool.co.uk

Appendix 4 - Data Management Processes Guidelines

- Data managers must ensure that unauthorised staff and other individuals are prevented from gaining access to personal data
- Ensure visitors are received and supervised at all times in areas where personal data is stored
- Ensure that all computer systems that contain personal data are password protected. The level of security should depend on the type of data held, but ensure that only those who need to use the data have access
- Ensure all staff are instructed to lock their workstation/PC when not using it and to switch it off at the end of the day or when not using it for a period of time.
- Follow the policy of the Educational Establishment regarding the use of memory sticks or printouts.
- Ensure all new software is Malware-checked prior to loading onto an organisation's computer. Do the same for disks, memory sticks and any other similar removable device
- Exercise caution in what is sent via email and to whom it is sent; do not transmit personal data by email
- Ensure your paper files are stored in secure locations and only accessed by those who need to use them
- Do not disclose personal data to anyone other than the Data Subject unless you have the Data Subject's consent, or it is a registered disclosure, required by law, or permitted by a UK GDPR and Data Protection Act 2018 exemption
- Do not leave information on public display in any form
- Check who is around you when discussing items that may be sensitive or confidential in nature



Contact us...

Për Informacion Per Informazione Za Informacije ਜਾਣਕਾਰੀ ਲਈ برای اطلاع
المعلومات معلومات کے لئی তথ্যের জন্য Za Informacija

by telephone: 0300 300 8000

by email: customer.services@centralbedfordshire.gov.uk

on the web: www.centralbedfordshire.gov.uk

Write to Central Bedfordshire Council, Priory House,
Monks Walk, Chicksands, Shefford, Bedfordshire SG17 5TQ

