

# Data Sharing Agreement

Between

Kent County Council (Management Information)

And

Kent LA maintained schools and Academies  
(including Free schools, University Technical  
Colleges, Studio schools and City Technology  
Colleges)

June 2022

### Amendment History

<b>Version/Issue</b>	<b>Date</b>	<b>Authors</b>	<b>Reason for Change</b>
0.1	May 2017	Nicola Willsher	Initial Draft Version
0.3	July 2017	Nicola Willsher	Final amendments
0.4	September 2017	Nicola Willsher	Approved and sign off
0.5	8 <sup>th</sup> September 2017	Nicola Willsher	Added in Contrastage
0.6	14 <sup>th</sup> September 2017	Nicola Willsher	Added in DfE No
0.7	20 <sup>th</sup> September 2017	Nicola Willsher	Changed Title to Position held
0.8	27 <sup>th</sup> April 2018	Katie Sedgwick	New academic year
0.9	21 <sup>st</sup> June 2019	James Smith	Consolidation with Orchestra Lite agreement
1.0	7 <sup>th</sup> June 2021	Abi Maunders	Updated for 2021
1.1	14 <sup>th</sup> June 2022	Claire Webber	Reference to FFT removed, dates updates for 2022

### 1. Purpose of this Data Sharing Agreement

- a) This agreement will set out the roles and responsibilities of Kent County Council (KCC) and the 'Educational Establishment' (name of school) in regard to the sharing of data relating to individual children, parents and/or guardians, staff and others associated with an Educational Establishment.
- b) The purpose of this Data Sharing Agreement is to enhance the ability of the Educational Establishment and KCC to support the learning and welfare of children and young people through the data sharing agreement and use of information not otherwise readily available to the partner organisations.
- c) This data sharing agreement is conducted under the legal framework contained in the:
  - Academies Act 2010
  - Children Act 1989 and 2004
  - Education Act 1996 and 2002
  - Learning and Skills Act 2000 (S 117)
  - General Data Protection Regulation 2018
  - Data Protection Act 2018
  - UK GDPR

It also reflects the requirements of the *Protocol on Data Sharing and rationalisation in the Schools Sector* (DfES, rev. 2005).

### 2. Extent and type of information to be shared

- a) The Educational Establishment's Privacy Notice must cite KCC as a data recipient. A copy of the Privacy Notice must be passed to KCC along with the signed data sharing agreements. *Privacy Notice guidance available from:*  
<https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/>  
[The General Data Protection Regulation \(GDPR\) and The Data Protection Act 2018 \(DPA\) - KELS!](#)
- b) The information exchanged routinely between the Educational Establishment and KCC will be at minimum; the data items within every Department of Education (DfE) termly School Census, annual School Workforce Census, the statutory data items required for the tracking of young people, and actual Foundation and Key Stage school and pupil level results and analysis at appropriate and relevant levels.
- c) Data sharing agreements are not required in order for NCER to provide KCC with pupil and aggregate data for Educational Establishments within their geographical area.
- d) Orchestra Data Transfer  
Orchestra is the renamed product formerly called Unity. Orchestra enables us as a Local

Authority to collect student and attendance data on a regular basis via a secure automatic transfer between your school and our LA Synergy system. Currently Orchestra Lite (the software at each Educational Establishment that will transmit the information) is available for roll out to all Educational Establishments regardless of which information management system they use. Work will take place with our software supplier to configure the data feeds for all suppliers e.g., SIMS\*, Bromcom, Arbor etc.

*Note for SIMS schools:*

*For those schools that have an Admin support contract with EIS and have EIS Centrastage installed on their Admin/SIMS server, the Orchestra Lite software may be installed directly onto your server without disturbing you or setting up a remote connection. By signing the DSA declaration and having sought permission from the Head Teacher you will be granting EIS direct access to your Admin/SIMS server (via Centrastage or remote desktop connection) solely for the purpose of this setup. Once the installation has been completed, EIS will email your school to confirm this work has been completed. Please note, users can still continue to work in SIMS, Discover and FMS whilst the installation takes place.*

The Educational Establishment agrees to transfer scheduled updates of child level personal data (including exclusions and attendance) via Orchestra.

KCC agrees to:

- Make the data available to identified professionals via the Synergy system removing the need for them to contact the Educational Establishment directly.
  - Notify the Educational Establishment if they become aware of any inaccuracies in the data they receive to ensure that data held by both parties is accurate and up to date.
  - Provide advice and guidance to support the data transfer process and where necessary liaise with Cantium Business Solutions (also known as EIS), provided the Educational Establishment has a contract with EIS.
- e) School Census, School Workforce and Key Stage data Collections
- KCC agrees to provide telephone advice and pdf guidance to the Educational Establishment in the preparation of data for each School Census, School Workforce and Key Stage data collections and where necessary liaise with Cantium Business Solutions (also known as EIS), provided the Educational Establishment has a contract with EIS. Other data not explicitly stated in this section may be shared between the Educational Establishment and KCC for the purposes outlined in section 1.

f) Data supplied by the Educational Establishment to KCC

Local Authority Maintained Schools are legally required to send the School Census and School Workforce returns to KCC for approval.

By signing the agreement, Academies (including Free schools, UTC, Studio and CTCs) will agree for KCC to access a copy of the final version of the school census XML file for each census return once a return has been made to the DfE's Collect website.

Foundation and Key Stage data collections (apart from Key Stage 2) will continue to be collected and processed by KCC prior to return to the DfE. KCC remains the statutory data collection agency for all school types (this is different to the school census where the DfE is the data collection agency for academies).

The data will be stored for a duration as determined by KCC's record retention schedule that is available on [www.kent.gov.uk](http://www.kent.gov.uk) website.

The data will be shared with those Council officers involved in the business processes identified in 1b.

g) Data and services supplied by KCC to the Educational Establishment – free of charge

Assistance with data queries relating to statutory returns, data analysis or systems, including referral to external authorities such as DfE.

Support for S2S and COLLECT (DfE online secure data transfer/collection systems)

By signing this agreement the School Summary Sheet with key information for SLT and Governors will be free of charge.

By signing this agreement the Year 11 and 12 Destination survey will be free of charge.

By signing this agreement and where the Educational Establishment meets the given deadline, the Primary attainment pupil reports will be free of charge when submitted within the specified deadline.

This information will be stored for a duration as determined by KCC's record retention schedule that is available on [www.kent.gov.uk](http://www.kent.gov.uk) website.

The information will be shared with school staff and professionals involved in these services.

h) Data and services supplied by KCC to the Educational Establishment - chargeable

We will only charge for training and analyses that are over and above the norm of what is provided for all schools. These are chargeable for both LA maintained schools and academies, and include:

- training courses or consultancy visits to help with data analysis the undertaking of bespoke lengthy pieces of analysis.
- a file containing prior attainment and contextual data for your new September intake each year (year 3 and/or year 7) to be provided in Excel format.
- Making Figures Speak for Themselves analysis pack per key stage.
- School Summary Sheet if data sharing agreement is not signed.
- Year 11 and 12 Destination survey if data sharing agreement is not signed.
- Exclusion profile.

### 3. How the information will be used

- a) The Educational Establishment will use the data to update its database in order to carry out its duties to provide support to young people, helping them to achieve their potential and to realise maximum benefits from education and learning.
- b) The Educational Establishment undertakes not to make value judgements about another school's performance or publicly compare their school's performance with that of another **named** school or schools on the basis of this data. This applies to press releases, statements in public or professional meetings and to discussions with parents of children at the school or those considering applying for the admission of their child to the school.
- c) No County Council officer or Council committee member will make value judgements publicly about a school's performance or compare one **named** school's performance with that of another **named** school or schools on the basis of this data, without the affected school(s) express agreement.
- d) KCC will use the data for pupil level, adult level, school level and other aggregated analysis (e.g. district analysis) to better understand the profile and needs of Kent's school population and to monitor pupil outcomes comprehensively at county level. These analyses are for internal KCC use only.
- e) The Educational Establishment will be notified before, and has the right to veto, the wider publication of attainment data resulting from this exchange which would not normally be in the public domain. The only exception to this is the sharing of named school level analysis between schools as part of the Making Figures Speak for Themselves analysis for Multi Academy Trusts and Collaboratives, where they will receive school summary performance and context information for other schools and academies in their 'family'.

- f) KCC will also use the data both to identify where pupils have transferred school, so as to make the task of tracking vulnerable pupils more secure and also to ensure appropriate services are extended to pupils needing additional support, e.g. for reasons of exclusion or attendance.
- g) KCC will use the data it holds to respond to FOI requests. This is a statutory duty.

#### 4. Security and Data Management

- a) Synergy is securely cloud-hosted by our software supplier. User access is via role-based secure logins, managed by named user identification authorised by the relevant manager or nominated officer, and subject to training having been undertaken on how to use the system. It is backed up on a daily basis and the system is fully recoverable.
- b) Within KCC, data either is stored in secure databases within the KCC's managed server framework or on Microsoft's Azure secure cloud solution.  
User access is managed by named user identification authorised by the relevant manager or nominated officer and on receipt of an emailed security and data protection agreement. It is backed up on a daily basis and the system is fully recoverable.
- c) At the Educational Establishment, data is stored in a SQL database or hosted secure cloud solution. It is backed up on a daily basis and the system is fully recoverable. Access to the data is password protected with access privileges extended to the senior team and to those operational staff whose role is to keep the system up to date or manage the ICT aspect of the system. Access to particular sets of data is restricted on a need-to-know basis. Although all passwords are maintained by the ICT manager they are confidential to the user, with separate unique passwords being required for access to confidential systems.
- d) Data will be transferred as a secure, encrypted file via the internet either using the secure file transfer system Perspective Lite or the DfE national S2S site where appropriate. There will be no paper or email transfer of data.
- e) Data at individual level will be deleted or deactivated according to KCC and The Educational Establishment's respective record management protocols. Aggregated data will be held as long as they are of use to the respective parties. At the Educational establishment data which is not retained for legal reasons is destroyed using file shredding software when no longer required.
- f) Data provided by KCC is maintained on a scheduled basis (if the Educational establishment is part of the Orchestra process) and is based on a data file sourced from schools. All conflicts are resolved by KCC Management Information staff and changes are accepted before the data is imported and made available for transfer.
- g) Data provided by the Educational establishment is maintained on a regular basis and is based on data provided by parents and pupils.
- h) The Educational Establishment must comply with GDPR and the DPA and must be registered with the Information Commissioners Office.
- i) Where the death of a young person becomes known either to KCC or the Educational establishment then that information is shared between the parties as soon as practicable and

that record hidden from the databases according to local procedures.

- j) Where a child is adopted information is shared between the parties as soon as practicable and that record hidden from the databases according to local procedures.

### **5. Complaints and Breaches of Confidentiality**

- a) This agreement is subject to the formal Complaints Procedures of the parties to the agreement.
- b) Breaches of data protection legislation will be dealt with by the formal disciplinary procedures of the parties to the agreement.
- c) Monitoring of security will be undertaken in light of each organisation's established procedures.
- d) Discrepancies in data will be resolved by the relevant data providers at KCC or the Educational Establishment.

### **6. Indemnity**

- a) Should a partner organisation incur a financial loss as a result of data which it has supplied to another partner organisation under this agreement being processed by that other partner, or by any person to whom that other partner organisation has passed the data, that other partner organisation will reimburse the first mentioned partner organisation the full cost of such loss.

### **7. General Operational Guidance**

- a) This agreement and its operations are subject to the usual auditing processes of each organisation.
- b) This agreement is a rolling agreement and should be renewed on a three yearly basis. The signatories (or delegated representatives) representing each party shall take responsibility for reviewing this agreement as appropriate.
- c) Any partner organisation can suspend the Data Sharing Agreement for 30 days, if they have evidence that security has been seriously breached.
- d) This Agreement may be terminated by any of the partner organisations giving at least 30 days' notice in writing to the other partner organisations.