

**Doncaster Learning and Achievement Service  
Data Sharing Agreement  
for  
The provision of pupil and school level data  
between schools, academies and Doncaster  
Council**

**January 2015**



***'All education good and better, no one left behind'***

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## **INTRODUCTION**

Doncaster Council has a commitment to excellence in education and believes that all children and young people are entitled to be educated in successful schools. Our overall aim is to support this entitlement and to ensure that no school should fall into an Ofsted category of concern or require improvement and that attainment gaps are closed. Through challenge and intervention, we aim to work in partnership with all schools and other agencies to bring about the best possible education for our children and young people. We believe that all Doncaster's children and young people should be included in their local education provision wherever possible and we will work with everyone to ensure that barriers to learning are overcome.

## **THE AGREEMENT**

This agreement sets out the responsibilities and expectations of Doncaster Council and the school/academy in relation to the sharing and transfer of data for individual pupils and between Doncaster Council and the school/academy.

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## **1. PURPOSE**

- 1.1. There is a statutory duty on local authorities to ensure there are sufficient school places in their area, promote high education standards, ensure fair access to educational opportunity and promote the fulfilment of every child's educational potential. The Local Authority must also promote diversity and increased parental choice. Paramount amongst these duties is the need to meet the local authority'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 the use of information not otherwise available to either organisation.
- 1.2. The purpose of this data sharing agreement is to enable the local authority, schools and academies to fulfil statutory duties and to enhance the ability of organisations to support achievement, learning and welfare of all children for which they are responsible. The exchange and use of data is key aspect to ensuring all parties are able to fulfil their functions effectively.
- 1.3. The Department for Education (DfE) requires evidence that academies give consent to share data with Doncaster Council in order to release data to the local authority at the earliest opportunity. This agreement will provide that evidence.
- 1.4. The agreement also details the support offered to the school/academy for statutory school census returns, statutory Foundation Stage, Key Stage 1, Key Stage 2 and Key Stage 3 returns.

## **2. BENEFITS**

- 2.1. Maintaining and improving on the quality of the school/academy data – where necessary assisting in the improvement in the quality of data held by the school/academy/Doncaster Council.
- 2.2. Reducing the administrative burden on schools and academies – data will only be input once but used many times for the benefit of improving outcomes for children and young people.
- 2.3. Ensuring appropriate access to information to provide better services for children.
- 2.4. Enable the local authority to carry out and conduct its core services for all children and all schools.
- 2.5. Supporting schools to retain knowledge around statistical data returns.
- 2.6. Maintain demographically relevant benchmarking information.
- 2.7. Provision of tailored reports for all schools and academies, some of which may be through service level agreements.
- 2.8. Provide complete key stage outcomes and absence data for comparative purposes.

### **3. SPECIAL REQUIREMENTS**

- 3.1. All statutory data is shared with the appropriate bodies as required.
- 3.2. Doncaster Council will provide school, pupil level and attendance data at an agreed frequency as detailed in Appendix A.
- 3.3. The school/academy will provide access to any pupil level data and attendance data at an agreed frequency as detailed in Appendix B.
- 3.4. Data may be shared only by automated systems approved by Doncaster Council as detailed in appendix C.
- 3.5. Automated systems to be installed on the school network will only transfer an agreed set of data as specified in appendix C to Doncaster Council (see 2.3 and Appendix C).
- 3.6. All requests for information outside those specified in the appendices must be approved by the school/academy.
- 3.7. It is the responsibility of the Doncaster Council and the school/academy to agree and ensure that an appropriate secure mechanism for data transfer is used and as specified in Appendix A and B.

### **4. EXTENT & TYPE OF DATA TO BE SHARED**

- 4.1. All data contained within the DfE school Census and that specified in Appendix A and B.
- 4.2. Data will be exchanged between Doncaster Council and the school/academy in accordance with the data collection cycle agreed in Appendix A and B, or with additional frequency where necessary for a specified purpose. Both parties will ensure that shared data will be sufficient for the purpose identified, but will not be excessive or intrusive.
- 4.3. Details of what the data will be used for by Doncaster Council or the school/academy and who it will be shared with is specified in Appendix A and B. The School/academy will have access to the data shared and any analysis arising from its use.
- 4.4. This agreement is one between data controllers. Once data has been disclosed, the recipient is wholly in control of all data that has been subject to transfer.
- 4.5. As data controllers, Doncaster Council will not share school/academy data with any other third party, without prior appropriate agreement from the school/academy.
- 4.6. As data controllers, the school/academy will not share Doncaster Council data with any other third party, without prior appropriate agreement from Doncaster Council.
- 4.7. Data supplied by the school/academy to Doncaster Council is defined in appendix A.

- 4.8. Data supplied by Doncaster Council to the school/academy is defined in Appendix B
- 4.9. The data will be supplied by Doncaster Council or School/academy in the pre-agreed format of appendix A and B
- 4.10. Where it is reasonably determined that further information is necessary to fulfil statutory duties and / or other requirements, this Agreement will be reviewed in full or part as appropriate.
- 4.11. This Agreement will be reviewed annually to reflect the above changes and any other changes that may be required

## **5. HOW THE INFORMATION WILL BE USED**

- 5.1. This Agreement will be reviewed annually to reflect the above changes and any other changes that may be required.
- 5.2. Doncaster Council and/or School/academy may use the data in order to carry out its statutory duties to provide support to young people, helping them to achieve their potential and to realise maximum benefits from education and learning.
- 5.3. Doncaster Council will commit to use the data only for purposes commensurate with its statutory duties and not pass an individual's data to a third party without specific agreement. All handling of data will be carried out under the guiding principles of the Data Protection Act.
- 5.4. The Doncaster Council and/or school/academy undertake not to make value judgements about another school's performance or publicly compare their performance with that of another named school or schools on the basis of 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.
- 5.5. Both parties will use the data supplied for legitimate purposes and, as data controllers, will not pass such data to third party organisations without prior permission and specific reason unless already specified in appendix A and/or B.
- 5.6. Where Doncaster Council and/or School/academy is a public authority under The Freedom of Information Act 2000, they will comply with their obligations under that Act and it is recognised that non-personal information may be disclosed. Consultation regarding disclosure of any information shared by the other party will take place where appropriate.

## **6. EXTENT & TYPE OF DATA TO BE SHARED**

- 6.1. The school/academy and the local authority agree that they will use all reasonable endeavours to notify parents, or other persons with parental responsibility of a child, of

their intentions to the sharing of information. The school/academy/school must issue privacy notices to students/parents making them aware of such data collections.

Suggested text for privacy notices can be found on the DfE website:

<http://www.education.gov.uk/schools/adminandfinance/schoolsadmin/ims/datamanagement/a0064374/suggested-text-and-guidance-for-issuing-privacy-notices>

- 6.2. Data will be transferred electronically by an agreed appropriate secure data transfer mechanism, complying with data security under the Data Protection Act 1998, such as an encrypted file via the internet, or the DfE national S2S site where appropriate. The secure method of transfer is agreed and stated in Appendix A and B.
- 6.3. Doncaster Council and the school/academy and will ensure that any transferred data is stored securely.
- 6.4. Data at individual level will be deleted or deactivated according to each party's respective record management protocols, which should, as a minimum, be based on The Records Management Standards Society. Aggregated data will be held as long as they are of use to the respective parties.
- 6.5. All data conflicts are to be resolved by both Doncaster Council and the school/academy with written confirmation of agreements and changes accepted at the earliest opportunity, in line with regular audit activity by both parties. Data will be verified as correct by application of consistent unique reference (e.g. UPN) and, as far as possible, Doncaster Council and the school/academy should seek to standardise transferred formats (e.g. key dates, address format, etc.) in order to progressively improve the quality of any data shared.
- 6.6. Doncaster Council and the school/academy will each comply with their obligations under the Data Protection Act 1998 and other relevant legislation and will not breach their common law duty of confidentiality.
- 6.7. Individual schools/academies will manage their own information requests and will include reference to disclosures made to any other party.
- 6.8. Doncaster Council and the school/academy may apply different retention periods, appropriate to the nature of data held and in respect of how the data is processed
- 6.9. Monitoring of security will be undertaken in light of each party's established procedures.

## **7. REVIEW PROCESS**

- 7.1. Either party can suspend this Agreement for 30 days, if they have evidence that security or this Agreement has been seriously breached.
- 7.2. This agreement will be reviewed annually in partnership schools/academies by Doncaster Council and reissued each September following the review process at the start of the

school/academic year, taking into account any feedback received over the previous year, and reflecting any changes in legislation or practise.

## **8. REQUEST FOR A CHANGE TO EXISTING OR ADDITIONAL INFORMATION**

- 8.1. When either party requires additional information not covered in appendices A or B, they should make requests through the authorised representative to obtain approval.
- 8.2. Any additional data requested from the school/academy by Doncaster Council, Doncaster Council will contact the school/academy to seek permission from the headteacher/principal. Requests for any additional data by the school/academy should be made by contacting [data.team@Doncaster.gov.uk](mailto:data.team@Doncaster.gov.uk)

## **9. COMPLAINTS AND BREACHES OF CONFIDENTIALITY**

- 9.1. This agreement is subject to the formal Complaints Procedures of the parties.
- 9.2. Any breaches of data protection legislation will be dealt with by the formal disciplinary procedures of the relevant party.
- 9.3. Discrepancies in data will be resolved by the relevant data providers within the party organisations.
- 9.4. In the event of any breach of confidentiality, the relevant party will be contacted immediately on discovery of the breach and the named designated officers will determine the required action.
- 9.5. All breaches of confidentiality will be reported to the Principal/Headteacher/ Director for Children and Young People.

## **10. GENERAL OPERATIONAL GUIDANCE**

- 10.1. This Agreement and its operations are subject to the usual auditing processes of each Principal Party.
- 10.2. The terms of this Agreement will be annually reviewed, or sooner if required.

## **11. CONTACT DETAILS**

Education Data, Intelligence & Performance Team  
Floor 3  
Civic Office  
Waterdale  
DN1 3BU  
[data.team@doncaster.gov.uk](mailto:data.team@doncaster.gov.uk)

## 12. APPENDIX A

Type	Description of data to be shared	Date / Frequency	Format	Method of delivery
Summary for: EYFS, KS1 & Phonics, KS2	Provides summary results for all schools in LA and overall LA figures.	Annual –Summer term	PDF	Uploaded to Perspective
Primary School Profile	Provides comparative results, analysis by pupil characteristics; trends over the past 3 to 5 years, progress measures, comparison against FFT estimates, VA, transition matrices etc.	Annual -Autumn term	PDF	Uploaded to Perspective. Hard copy in September
Secondary Profile and related analyses	Provides comparative results, analysis by pupil characteristics; trends over the past 3 to 5 years, progress measures, comparison against FFT estimates, VA, transition matrices etc.	Annual -Autumn term	PDF	Uploaded to Perspective
Estimates spreadsheet	Target/estimate sheets are sent to school during the Autumn term. Once updated by school, selected year groups are returned to the LA so that predictions of overall LA figures can be calculated.	Annual -Autumn term	Password protected Excel file	Uploaded to Perspective
Census Information	The LA checks the census including funded hours, FSM, SEN and provides an error report back to schools	Termly	xml	Se Uploaded to Perspective cure email
Attendance	A monthly attendance report is provided to schools	Monthly	Word/Excel	Via EWO
School Datasheets	The datasheets contain individual school data e.g. forecast pupil numbers and is shared with schools to assist forward planning, and to give an	Annually	Excel	Uploaded to Perspective

Type	Description of data to be shared	Date / Frequency	Format	Method of delivery
	overview of the current position across the district.			
Pupil level data for School Admission rounds each year.	<p>Each academic year parents must apply for their Y7 and YR school places in the year before they are due to start. The LA must co-ordinate these applications in the “admissions round”.</p> <p>In order to send parent’s application packs the School Admissions Team requires pupil level data of those children (UPN, name of child, dob, gender, address) already in the schools in Y6 and nursery. In addition, schools keep waiting lists of parents who have expressed an interest in applying for their school.</p> <p>We both receive this information from schools and return lists of children to schools in order to agree on who to send application packs</p> <p>Once offers are made (March and April each year) offer lists are distributed to all schools. These lists are exchanged with schools throughout the summer term prior to children starting in September as new applications are received and children leave. The LA also sends these lists of school offers to the NHS’s Nursing Service in order for them to plan school visits.</p>	<p>June/July each year plus any new admissions into school as and when necessary through the autumn term</p> <p>Summer term.</p> <p>Throughout academic year</p>	<p>Data extracted from schools’ MIS system Excel or CSV format</p> <p>Excel</p> <p>PDF &amp; word (password protected)</p>	<p>Uploaded to Perspective</p> <p>Uploaded to Perspective</p> <p>Secure email &amp; LA VLE</p>

Type	Description of data to be shared	Date / Frequency	Format	Method of delivery
	Further to this, we receive applications “in-year” for school places, which are resolved with individual schools on a case by case basis; this includes application for the Fair Access Protocol.			
Home to School Transport	During the academic year the LA processes application for home to school transport which may involve corresponding with individual schools	Throughout the year	??	??

### 13. APPENDIX B

Type	Description of data submitted	Date / Frequency	Format	Method of delivery
EYFS assessment results	Statutory submission of pupil results to the LA.	Annual – Summer term	Output from MIS in CTF XML format	Uploaded to Perspective
Phonics Yr1 results	Statutory submission of pupil results to the LA.	Annual – Summer term	Output from MIS in CTF XML format	Uploaded to Perspective
Phonics Yr2 (recheck) results	Statutory submission of pupil results to the LA.	Annual – Summer term	Output from MIS in CTF XML format	Uploaded to Perspective
Key Stage 1 assessment results	Statutory submission of pupil results to the LA.	Annual – Summer term	Output from MIS in CTF XML format	Uploaded to Perspective
Key Stage 2 assessment results	Statutory submission of pupil results to the LA.	Annual – Summer term	Output from MIS in CTF XML format	Uploaded to Perspective
Through school in-year assessment data	Submission of assessment data on a termly basis for each year group down to pupil level	Termly	TBC	TBC
Estimates	Target/estimate sheets are sent to school during the Autumn term. Once updated by school, selected year groups are returned to the LA so that predictions of overall LA figures can be calculated.	Termly	Password-protected Excel file.	FFT Aspire
KS4 - School level count of key measures.	To enable production of overall LA figures.	Annual (August) – KS4 results day	On form provided	Uploaded to Perspective /email

Type	Description of data submitted	Date / Frequency	Format	Method of delivery
KS5 - School level count of key measures	To enable production of overall LA figures.	Annual (August) – KS5 results day	On form provided	Uploaded to Perspective /email
Complete Census	To enable the LA to check data e.g. FSM, SEN etc. The information is then used for reporting, policy and influencing decision making within the council and to perform statutory functions.	Termly	xml	Uploaded to Perspective/COLLECT
Data Feed	Currently used record pupil attendance and to establish the current school pupils attend.	Fortnightly	xml	B2B Link /Uploaded to Perspective
Net Capacity, building and Accommodation Information	For policy and influencing decision making within the council and to perform statutory functions e.g. DfE School Capacity Return.	Annual	Excel	Uploaded to Perspective
Whole school attendance data including Persistent Absence, Overall attendance, Unauthorised absence and register coding	To enable whole LA comparisons, to support school via SLA in raising attendance	Termly	Password protected Excel File	Uploaded to Perspective
Numbers of pupils on SA, SA+, Statement of SEN by year group	To monitor levels of pupils receiving additional support	Termly	Password protected Excel File	Uploaded to Perspective
SA, SA+, Statement	Monitoring progress across borough of pupils with	This may be		

Type	Description of data submitted	Date / Frequency	Format	Method of delivery
achievement data	additional needs	included in school improvement data		
Copies of all school exclusion notification forms, letters to parents and paperwork for governor meetings	Monitoring of exclusions across borough, support to schools and parents with appropriate legal advice	As required relating to the case	Word documents	Secure email, Fax, letter, in person