



## Data Exchange Agreement

**Name of Data Exchange Agreement:**

Kent Free Schools Data Exchange Agreement

**Organisations involved:**

1. School: \_\_\_\_\_
2. Kent County Council (KCC)

**Date implemented:** \_\_\_\_\_

**Signatories:** This agreement is signed on behalf of the partner organisations as follows:

School: \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of organisation: KCC

Name of officer: Katherine Atkinson

Title: Performance & Information Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**1. Purpose of this Data Exchange Agreement**

- a) The purpose of this Data Exchange Agreement is to enhance the ability of The Free School and Kent County Council to support the learning and welfare of children through the exchange and use of information not otherwise readily available to the partner organisations.
- b) This data sharing is conducted under the legal framework contained in the Academies Act 2010, Children Act 1989, the Education Act 1996, the Learning and Skills Act 2000 (S 117) and current data protection legislation. 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 Free School's Privacy Notice must cite the LA as a data recipient. A copy of the Academy Privacy Notice must be passed to KCC along with the signed data sharing agreements. *Sample Privacy Notice available from:*  
[http://www.kelsi.org.uk/school\\_management/day-to-day\\_administration/access\\_to\\_information/privacy\\_notice.aspx](http://www.kelsi.org.uk/school_management/day-to-day_administration/access_to_information/privacy_notice.aspx)
- b) The information exchanged routinely between The Free School and KCC will be at minimum, the data items within every DfE termly School Census, the statutory data items required for the tracking of young people, and actual Key Stage school and pupil level results and analysis at appropriate and relevant levels.
- c) Data sharing agreements are not required in order for FFT or NCER to provide LAs with pupil and aggregate data for Free Schools within their geographical area. FFT provide estimate and value added information; NCER provide KS4 & KS5 results directly into its analysis system (EPAS Online),
- d) Data will also be exchanged between KCC and The Free School according to the automated weekly return cycle (B2B) currently in place with all Kent maintained schools, provided the Free School operates SIMS as its information management system.
- e) Other data not explicitly stated in this section may be shared between The Free School and KCC for the purposes outlined in section 1a.

### h) Data supplied by the Academy to KCC

- School census files will need to be supplied by The Free School in the school census xml file format, and will be stored on KCC's secure network.
- Key stage data collections will continue to be collected and processed by the LA prior to return to the DfE. The LA remains the data collection agency (this is different to the school census where the DfE is your data collection agency).
- It will be stored for the duration of the child's attendance at the school or for the appropriate length of time identified as relevant for a child with special needs.
- The data will be shared with those Council officers involved in the business processes identified in 1b.

### i) Data and services supplied by KCC to the Free School – 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)
- A file containing prior attainment 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, including detailed subject analysis at KS4 & KS5 (for the secondary phase this is supplemented by EPAS Online, an online analysis tool that schools/academies can choose to purchase if they wish).
- School summary sheet with key information for SLT and Governors.
- Support and guidance for FFT Aspire and RAISE online
- This information will be stored for as long as is needed to enable The Free School to provide identified services.
- The information will be shared with school staff and professionals involved in these services.

#### j) Data and services supplied by KCC to the Free School - chargeable

- The only things that would be chargeable would be things over-and-above the norm of what is provided to all schools. These include:
  - training courses or consultancy visits to help with data analysis (also chargeable to maintained schools)
  - the undertaking of bespoke lengthy pieces of analysis
- Academy access to FFT Aspire is chargeable (this applies to maintained schools and academies). It is a core element of the School Improvement SLA, or can be purchased separately from the LA (Per Year: Infant £100, Primary <80 £150, Primary 80+ £200, Secondary £800)
- Academy access to EPAS Online has been chargeable from September 2011 (this applies to maintained schools and academies). This was introduced by the software supplier (£250 per year).

### **3. How the information will be used**

- a) The Academy 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 Academy 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 schools' express agreement.
- d) KCC will be using the data for pupil 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 Academy should be notified before and has the right to veto the 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 Families of Schools project, where schools and academies will receive school summary performance and context information for other schools and academies in their 'family'.
- f) KCC will also be using 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 exclusions 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) At KCC, data is stored in secure databases within the KCC's managed server framework. 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.

- b) At The Academy, data is stored in a SQL database. 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.
- c) Data will be transferred as a secure, encrypted file via the internet either using the local secure file transfer system (ONE Online or Perspective Lite) or the DfE national S2S site where appropriate. There will be no paper or email transfer of data.
- d) Data at individual level will be deleted or deactivated according to KCC and The Academy's respective record management protocols. Aggregated data will be held as long as they are of use to the respective parties. At the Academy data which is not retained for legal reasons is destroyed using file shredding software when no longer required.
- e) Data provided by KCC is maintained on a weekly basis (if the Academy is part of the B2B process) and is based on a data file sourced from schools. All conflicts are resolved by MI staff and changes accepted before the data is imported and made available for transfer.
- f) Data provided by The Academy is maintained on a regular basis and is based on data provided by parents and pupils.
- g) Where the death of a young person becomes known either to KCC or The Academy then that information is shared between the parties as soon as practicable and that record removed from the databases according to local procedures.
- h) Where a child is adopted information is shared between the parties as soon as practicable and that record removed 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 Academy.

## **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) The terms of this agreement will be reviewed annually, or when changes are necessary and will not be specifically time limited or require annual renewal or signature.
- c) Any partner organisation can suspend the Data Exchange 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.