

Information Sharing Agreement Between Local Authorities

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1. Partners

Birmingham City Council
Coventry City Council
Dudley Council
Gloucestershire County Council
Herefordshire County Council
Sandwell Metropolitan Borough Council
Shropshire County Council
Solihull Council
Staffordshire County Council
Telford & Wrekin Council
Walsall Metropolitan Borough Council
Warwickshire County Council
Wolverhampton City Council
Worcestershire County Council

2. Legislation

Education and Skills Act 2008 (c. 25)

Part 1 — Duty to participate in education or training: England
Chapter 2 — Local education authorities and educational institutions
etc. Duty to promote fulfilment of duty imposed by section 2

Sections that enable sharing of data between providers and the local authority:

[6] A service provider of a local education authority in England may provide relevant information to any other service provider of that or any other such authority for a purpose which is a relevant purpose in relation to that other service provider.

[14] Educational institutions: duty to provide information about a pupil or student — (a) who is attending an educational institution in England, and (b) to whom this Part applies, must, on request by a local education authority in England, be provided to the responsible person of the authority.

[16] Supply of information by public bodies. Any of the persons or bodies mentioned below may supply information about a person to a local education authority in England for the purpose of enabling or assisting the authority to exercise its functions under this Part. Those persons and bodies are:

- (a) a local authority,
- (b) ¹the Learning and Skills Council for England,
- (c) a Primary Care Trust,
- (d) a Strategic Health Authority,
- (e) a chief officer of police,
- (f) a provider of probation services,
- (g) a local probation board, and
- (h) a youth offending team.

¹In section 72 (educational institutions: duty to provide information), in subsection (5), in paragraph (f) of the definition of “educational institution”, for “Young People’s Learning Agency for England” substitute “ Secretary of State ”

In section 77 (supply of information by public bodies), in subsection (2)(b), for “Young People’s Learning Agency for England” substitute “ Secretary of State ”.

Sections that enable sharing of data between local authorities:

[4] A local education authority in England may use relevant information held by it for any relevant purpose.

(5) A local education authority in England may provide relevant information to any other such authority for a purpose which is a relevant purpose in relation to that other authority.

[17] Sharing and use of information held for purposes of support services or functions under this Part - Any persons within subsection (2) may provide relevant information to each other. Those persons are:

- (a) a local education authority in England, and
- (b) a service provider of that authority.

3. Purpose

To share demographics and personal data of a young person to enable local authorities in this partnership to make arrangements to establish and monitor (so far as it is possible to do so) the identities of persons belonging to their area to whom Raising of the Participation Age legislation applies but who are failing to fulfil the duty imposed by the Education & Skills Act 2008.

4. Objectives

- 4.1 To ensure policies/agreements are in place with providers within each local authority area to forward starter and leaver data, using secure system, to their local authority irrespective of the residency of the young person.

- 4.2 To record on CCIS young people who:
- 4.2.1 have not yet reached the compulsory school leaving age and who are educated in their area (complete the September Guarantee and activity survey for all these young people), and
 - 4.2.2 have reached the compulsory school leaving age and who are resident in their area.
- 4.3 To improve information sharing on young people aged 16-19 (16-24 for those with LLDD) between named local authorities.
- 4.4 To improve the tracking of young people with regard to their Post-16 destination, courses being studied and early leaving from provision.
- 4.5 To agree a realistic timeframe for sharing data between local authorities.

5. Fair and Lawful Processing

The Data Protection Act requires for personal data to be processed fairly and lawfully. The requirement to process personal data fairly and lawfully is set out in the first data protection principle and is one of eight such principles at the heart of the Data Protection Act 1998.

All parties will ensure that they process data fairly and lawfully and will ensure that they adhere to the principles of the Data Protection Act.

All parties will ensure that they have given notification to the Information Commissioner, and registered the purposes for which the organisation may process data, that the registration is up-to-date and complete, and that the agreed processing described in sections five and six falls within the terms of the notification / registration.

6. Type and extent of information to be shared

- 6.1 The named local authorities will agree arrangements with the providers in their locality to provide the following data that will be shared with the local authority of residency where the student commences provision in their area:

MANDATORY	SUPPLEMENTARY
ULN	GENDER
FIRST & SURNAME	ETHNICITY
DATE OF BIRTH	EMAIL ADDRESS
CURRENT ADDRESS	MOBILE PHONE NO.
NAME OF PROVIDER	
CAMPUS	
COURSE, LEVEL & NO. OF HOURS	
NO. OF YEAR(S)	
EXPECTED END DATE	
PREVIOUS NAME	

- 6.2 The Local authorities named in this partnership agreement will inform the details of pupils accessing KS4 learning within their area of intended destinations Post-16 of young people of their residency during the summer term of their Yr11.
- 6.3 The local authorities named in this partnership agreement will inform the same details of students who leave provision early and also share details on the destinations of learners who leave early or complete courses with the local authority of residency where students access provision in their area.

- 6.4 Data on young people commencing on courses within a local authority area named in this protocol will be shared with the local authority of residency within ten working days of the local authority establishing the commencement of the young person on programme, on a rolling basis. All known data to be shared with the local authority of residency at the latest, by the end of October of each year, to ensure accurate activity surveys can be completed by the local authorities and uploaded to the Department for Education within the required timeframe.
- 6.5 Data on young people leaving courses within a local authority area named in this protocol will be shared with the local authority of residency **within 10 working days** of the local authority establishing the young person has left programme, whether they have left the programme early, or on the planned end date.

7. Use of information

The information will be received and used by the receiving local authority to maintain accurate participation records for all students aged 16-19 years within their residency to fulfil statutory duties placed on local authorities under the Education & Skills Act 2008.

The named local authorities in this partnership agree to maintain a record on CCIS of all young people who have not yet reached the compulsory school leaving age and who are educated in their area irrespective of residency until the September Guarantee and activity returns have been made, and will not remove non residents from CCIS until the authority where the young person is resident has been informed of their status. It will then be for the resident area to continue to record the young person on their CCIS, track their participation and to intervene if they are not participating.

8. Data Quality

All parties will have robust quality assurance procedures in place to ensure that the data they hold is as accurate and up-to date as possible.

9. Data retention, review and disposal

All parties agree to adhere to the principles and spirit of the Data Protection Act with regard to the retention, review and disposal of data.

10. Access and security

All data will be shared between named local authorities using secure systems, i.e. CCIS or encrypted email.

Local authorities will take responsibility for storing the data securely and as such will not use mobile storage devices for the holding and/or transfer of personal data. Personal data will not be held on non-networked laptops or hard disk drives. Data may be shared with relevant staff within local authorities and this must be via a secure network. Local authorities will ensure that robust security measures are in place to protect data, which is downloaded from the Secure Data Transfer System.

11. General Operational Guidance/process

11.1 Local authorities will manage the operational exchange of information


11.2 Queries concerning anything related to this information sharing agreement should be sent directly via e-mail to the named contacts on Appendix 1 of this agreement.

12. The Agreement

12.1 On behalf of the organisation specified below, I hereby agree to the terms and conditions of the information / data sharing agreement outlined above.

12.2 I declare that our organisation has given notification to the Information Commissioner and registered the purposes for which the organisation may process data, that the registration is up-to-date and complete, and that the agreed processing described in the relevant sections of this document fall within the terms of the notification / registration.

12.3 To be signed by the Director of Children's Services or nominated representative.

For named Local Authority	Gloucestershire County Council
Signature	
Name of signatory	John James
Designate of signatory	Data & Performance Team Manager
Date	Monday, 10 June 2013
Data Protection Registration No	Z7334901
Local authority address	Shire Hall Westgate Street Gloucester GL1 2TG

Appendix 1

LOCAL AUTHORITY	NAME	TELEPHONE NO.	EMAIL ADDRESS
Birmingham City Council			
Data Contact			
Re-Engagement Contact			
Coventry City Council			
Data Contact			
Re-Engagement Contact			
Dudley Council			
Data Contact	Kevin Nicholls	01384 811491	Kevin.nicholls@dudley.gov.uk
Re-Engagement Contact	Eileen Walker	01384 811478	Eileen.walker@dudley.gov.uk
Gloucestershire County Council			
Data Contact	Suzanne Freeth-Selway	01452 583614	Suzanne.Freeth-Selway@Prospects.co.uk
Re-Engagement Contact	Frances Morgan	01452 426900	Frances.morgan@prospects.co.uk
Herefordshire County Council			
Data Contact	Nick Gurney	01432 260833	ngurney@herefordshire.gov.uk
Re-Engagement Contact			
Sandwell Metropolitan Borough Council			
Data Contact	Steve Lawrence	0121 569 8363	Steve.lawrence@Sandwell.gov.uk
Re-Engagement Contact	Subat Khan	0845 352 0055	subat_khan@sandwell.gov.uk
Shropshire County Council			
Data Contact			
Re-Engagement Contact			
Solihull Council			
Data Contact			
Re-Engagement Contact			
Staffordshire County Council			
Data Contact			
Re-Engagement Contact			

Telford & Wrekin Council			
Data Contact			
Re-Engagement Contact			
Walsall Metropolitan Borough Council			
Data Contact	Steve Lawrence	0121 569 8363	Steve.lawrence@Sandwell.gov.uk
Re-Engagement Contact	Tony Lloyd	01922 636333	Tony.Lloyd@Prospects.co.uk
Warwickshire County Council			
Data Contact			
Re-Engagement Contact			
Wolverhampton City Council			
Data Contact	Steve Lawrence	0121 569 8363	Steve.lawrence@Sandwell.gov.uk
Re-Engagement Contact	Helyna Hrebinec	01902 773040	Helyna.Hrebinec@Prospects.co.uk
Worcestershire County Council			
Data Contact	Matt Pooler	01905 763763	mpooler@worcestershire.gov.uk
Re-Engagement Contact	Carys Ingham	01905 738912	cingham@worcestershire.gov.uk

Performance & Management Information Officer, Prospects Services 92-96 Westgate Street Gloucester GL1 2PE <i>Prospects Services are contracted by GCC to manage Youth Support Services to the council.</i>	01452
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