

LEICESTERSHIRE SECONDARY EDUCATION AND INCLUSION PARTNERSHIPS

POLICY AND PROTOCOL FOR SAFE USE OF DATA

1. RESPONSIBILITIES

The ultimate responsibility for data security within the Partnerships rests with the fund holding school, its Headteacher and Board of Governors as set out in the Partnership Agreement between Leicestershire County Council and the Secondary Education and Inclusion Partnerships.

The **SEIPS County Board** which consists of the Chairs of Partnership and representatives from the Local Authority and other organisations acts as the responsible body on behalf of the five Governing Bodies of the five fund holding schools. Any issues arising from the implementation of this policy will be reported to the ESG via the Chair in order to secure an appropriate response.

Each fund holding school will have its own Data Protection Officer. However for issues that concern the sharing of data from the five Partnerships the ESG appoints a joint DPO. This is Adrian Stephenson.

2. AWARENESS

Co-ordinators ensure that all members of staff are aware of the requirements of GDPR. Staff are made aware that data protection is one aspect of safeguarding children and young people by ensuring that information about them is not available to anyone who might seek to do them harm. Staff are informed annually that they should:

- 2.1. keep all the information we hold about young people and their families in our care confidential.
- 2.2. keep any written information securely
- 2.3. ensure that any electronic information is kept securely ensuring that:
 - 2.3.1. lap tops and mobile phones are password protected and are used exclusively for official business.
 - 2.3.2. Electronic communications that contain names of students or any way that information about individuals could be identified are sent securely.
 - 2.3.3. Registers and other major stores of data are sent using secure file transfer systems.
- 2.4. Report any breaches of data security as a matter of urgency to the Co-ordinator
- 2.5. **The Co-ordinator in consultation with the DPO will decide whether the breach is sufficiently serious to report to the ICO and will instigate any report.**

3. THE INFORMATION YOU HOLD

The Partnership holds the following information for each student

Signed Referral forms from schools

Signed Parental agreement / consent forms - **which will show that the privacy notice has been received by the parents**

Personal, behavioural, attendance and academic records **(including EHCPs if issued)** for each child, any safeguarding concerns that have arisen, health and other well being information that might have a bearing on a child's behaviour and progress, exchanges of information with other agencies, and

feedback from Alternative Providers. The Partnership is aware that such data falls into the definition of "Special Categories" and as such requires additional care and sensitivity.

Staff records including applications forms, application letters, references, performance reviews and notes of meetings

Records of other Providers and agencies that the Partnership works with including quality assurance reports, correspondence related to general issues.

Financial records

4. COMMUNICATING PRIVACY INFORMATION

If a child or young person becomes the responsibility of the Partnership for a part time or full time programmes the Co-ordinator ensures that

- 4.1. A Referral form has been completed by the child's school
- 4.2. That Referral form includes the Privacy Statement contained here in Appendix 1 which has been acknowledged by the school
- 4.3. A Consent Form signed by the Parent/Carer which includes their acknowledgement of the Privacy statement contained here in Appendix 2

5. INDIVIDUALS' RIGHTS AND SUBJECT ACCESS REQUESTS

- 5.1. The Partnership will make available all the information it holds on an individual should the individual or parent / carer request to see it. The request should be made in writing and the Partnership will respond after consulting with the school where the child is on roll and normally within fifteen days. (Schools must ensure that educational records are maintained and disclosed to parents on request, as noted in the Education (Pupil Information) (England) Regulations 2005 (SI 2005/1437). The Partnership is acting on behalf of the child's school)
- 5.2. The Partnership will take advice from the Local Authority Safeguarding Officer should it deem that some information should be withheld in the interests of the young person and where it judges that disclosure gives rise to a risk of harm to the child.
- 5.3. The Partnership's Progress Reviews are designed to ensure that individual students and their parents/carers are fully aware of any concerns that have arisen and have access to the attendance and progress data that the Partnership holds. The Partnership aims to ensure that any request to see the information held on an individual would not result in disclosure of any information that had not already been shared.
- 5.4. The Partnership takes care to ensure that the information it records about individuals is accurate and has administrative systems that are set up to achieve this. Where an inaccuracy is identified the Partnership will correct the error and will ensure that any other organisations that work with the child are aware of the correction.
- 5.5. The Partnership will pass information it holds on an individual to another Partnership within Leicestershire or to another school should the individual move to another setting. This will be carried out in accordance with DFE regulations. Information can be found at <https://www.gov.uk/guidance/school-to-school-service-how-to-transfer-information>

6. LAWFUL BASIS FOR PROCESSING DATA

- 6.1. The Partnership, working on behalf of schools have a legal obligation to collect and process data of pupil progress and achievement and attendance.
- 6.2. The Partnership is commissioned by the Local Authority to provide support to vulnerable young people and has a contractual obligation to collect and process data to show the effectiveness of its work in meeting the terms of the commissioning agreement. This processing uses aggregated data and does not share information about individual young people.
- 6.3. In order to ensure that the Partnership is effective as possible in improving the well being and life chances of the young people it works with the Partnership may process “soft” information about student characteristics. Use of the data about individuals will be limited to feedback to the individual’s school, other services working with the young person and to the young person and family. Aggregate data may be used to report publicly on the impact of the work of the Partnership in a way that ensures that individual data is not shared.
- 6.4. The need to safeguard individuals is paramount and overrides any restrictions on the use of data.
- 6.5. In order to run the Partnership as efficiently as possible in the best interests of our students we may from time to time process student and family data in order to streamline communication with families. This may include processing data in order to set up on line connectivity for our students.
- 6.6. Partnerships will not use any data held for purposes other than those described above.

7. CONSENT

- 7.1. Initial discussions and provision of advice by the Partnership to school staff may take place prior to a formal referral to the Partnership. This will be done at the instigation of the school in accordance with its own policies and practices.
- 7.2. The Partnership will not pass information on to other agencies nor keep data on individual students other than notes taken at initial discussions until the school has made a formal referral to the Partnership using the agreed referral form.
- 7.3. The agreed referral form will include signatures of a parent/carer with parental responsibility for the child being referred. The referral form will include the Partnership’s Consent Form (see 4.3 above) and Privacy Statement. The parental signature(s) will indicate that the Parent/Carer has seen, understands and is happy with the Partnership’s Privacy Statement.

8. DATA BREACHES

- 8.1. The Partnership recognises its responsibility to keep data secure particularly because a referral to the Partnership indicates that a child has SEN and is likely to have been a cause for concern at his or her school.

- 8.2. The Partnership ensures that all staff are aware of their duty to be vigilant about data security and to report any breaches as described in 2.4 above.
- 8.3. In event of a data breach the Partnership DPO will assess the significance of the breach against the following criteria:
- The breach is likely to result in damage to the reputation and future prospects of one or more of the young people in the Partnership's care
 - The breach is likely to result in damage to the reputation and future prospects of one or more members of staff of the Partnership or of the schools working within the Partnership

Where the DPO judges that the breach has resulted in the above a report will be made to the ICO, the Chair of Partnership, the Partnerships Executive Steering Group, the DCO at the school where any affected children are on roll and to any persons likely to be affected by the breach.

8.4. All breaches will be

- Reported to the Chair of Partnership
- Investigated thoroughly to ensure that the breach is not repeated
- Subject to careful consideration as to whether they meet the thresholds in 8.3

9. DATA PROTECTION BY DESIGN AND PRIVACY IMPACT ASSESSMENTS

9.1. The Partnerships acting collectively keep the processes by which they collect data under review in order to ensure that

- Data that fails to provide any useful information and analysis is no longer collected
- Collection processes are designed to be secure

9.2. The Partnership carries out a risk assessment before embarking on any new processes for the collection and analysis of data.

10. DATA PROTECTION OFFICER

10.1. The Partnerships collectively appoint a Data Protection Officer.

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