

Privacy Notice

Neyland Community School



How we use your personal information:

This Privacy Notice provides information about the collection and processing of personal information by Neyland Community School.

Mrs Clare Hewitt, Headteacher, is the Data Controller for the use of personal data in this privacy notice. Our address and contact details are as follows:

Neyland Community School
John Street
Neyland
Pembrokeshire
SA73 1TH
Tel: 01646 600659

Our school collects information about pupils and their parents or legal guardians when they enrol at the school. Our school will also collect information at other key times during the school year as and when it is required or necessary to do so.

When a pupil joins our school from another school their personal information will be provided to us. Should a pupil leave our school or transfer to a secondary school, we will transfer the pupil's personal information and that of any parents or legal guardians, to the new school.

Any personal or sensitive information you share with us will be used to provide your child with education services and any statutory duties the school is required to fulfil.

For Data Protection purposes, the processing of your personal data is necessary for the performance of a task carried out in the public interest, in the exercise of official authority vested in our school, vital interests of your child or a third party in emergency situations and the child's or parent's consent for photographs or images to be used in social media or our prospectus. Further details on this can be found below.

The categories of pupil information that we process include personal identifiers such as a name, unique pupil number, contact details and address as well as the following:

- characteristics (such as ethnicity, biometric-data, language, and free school meal eligibility)
- safeguarding information (such as court orders and professional involvement)
- special educational needs (including the needs and ranking)
- medical and administration (such as doctors information, school nurse, child health, dental health, allergies, medication and dietary requirements)
- attendance (such as sessions attended, number of absences, absence reasons and any previous schools attended)
- assessment and attainment (such as key stage 1 and phonics results, post 16 courses enrolled for and any relevant results)
- behavioural information (such as exclusions and any relevant alternative provision put in place)
- Contact information for school trips/excursions (parent contact details, emergency contacts, passport details, health/medical information)

Why we collect and use personal information:

The personal data collected is essential, for the school to fulfil their official functions and meet legal requirements.

We collect and use pupil information, for the following purposes:

- to support pupil learning
- to monitor and report on pupil attainment progress
- to provide appropriate pastoral care
- to assess the quality of our services
- to keep children safe (food allergies, or emergency contact details)

- to meet the statutory duties placed upon us for Department of Education data collections

Under the General Data Protection Regulation (GDPR) and Data Protection Act 2018, the lawful bases under Article 6 which we rely on for processing pupil information are:

- Because you have given your consent for us to do so. This would apply in instances such as taking photographs, using your voice in a video or school film or in our prospectus. We will ask always you for consent and you have the right to withdraw it at any time.
- Because we have a legal obligation to process your personal data. This would apply for example if a court instructed us to provide your personal data.
- Processing is necessary to protect your vital interests or another person. This would happen were there to be an emergency or urgent medical incident.
- Because it is necessary for the performance of this public task to do so. This applies to the majority of the processing we do with your personal data and is because we have a statutory obligation to do so under the following legislation (school to enter the legislation here)
- Necessary for the purposes of legitimate interests to do so. This would apply in instances where we have not relied on any of the above but on balance it is in someone's interest to process their personal data.

In addition to the above, we must have an additional lawful basis if we process any special category data.

Some types of personal data are more sensitive than others, and need more protection. This is classed as 'special category data' and could include information about your racial or ethnic origin, political opinions, religious or philosophical beliefs and the processing of genetic or biometric data, health and sex life and sexual orientation.

Under the General Data Protection Regulation (GDPR) and Data Protection Act 2018, **the lawful bases under Article 9** which we rely on for processing pupil information are:

- Because you have given your **explicit consent** to do so
- Because it is necessary for us to carry out our **specific obligations as data controller** to do so
- Because it is necessary to protect your or someone else's **vital interests** to do so. This would happen in cases where you are physically or legally incapable of giving consent;
- Because it is data you have already placed in the **public domain** yourself
- Because it relates to a **legal claim** to do so, for example this would happen where a court has instructed us to do so
- Because it is necessary for **archiving purposes** in public interest, scientific or historical research or **statistical purposes** to do so.

How we collect personal information:

We collect pupil and personal information via initial pupil admission forms and via common transfer/school to school secure electronic files.

Pupil data is essential for the schools' operational use. Whilst the majority of pupil and personal information you provide to us is mandatory, some of it is requested on a voluntary basis. In order to comply with the data protection legislation, we will inform you at the point of collection, whether you are required to provide certain personal information to us or if you have a choice in this and we would need consent.

How we store pupil data:

We hold pupil data securely for the set amount of time shown in our data retention schedule. For more information on our data retention schedule and how we keep your data safe, please see our school website www.neylandcommunity-school.co.uk where we have listed our Retention Schedule, Data Protection Policy, IT Security Policy and CCTV Policy.

Who & why we share pupil information

Neyland Community School has a legal duty to share certain information about pupils with the Welsh Assembly Government as part of what is called the Pupil Level Annual Schools Census (PLASC). The Welsh Assembly Government uses this personal information for research (carried out in such a way that ensures individual pupils cannot be identified) and for statistical purposes, to inform, influence and improve education

policy and to monitor the performance of the education service as a whole. Examples of the sort of statistics produced can be viewed www.wales.gov.uk/statistics. We also routinely share pupil and personal information with:

- Schools that the pupils attend after leaving us
- Our local authority and Health Board
- School Nursing Service
- The Department for Education

We do not share information about our pupils with anyone without consent unless the law and our policies allow us to do so. The LA also uses the personal information collected via PLASC to do research. It uses the results of this research to make decisions on policy and the funding of Schools, to calculate the performance of Schools and help them to set targets. The research is carried out in such a way that ensures individual pupils cannot be identified. In addition, WG and the LA receive information regarding National Curriculum assessment and Public Examination results and attendance data at pupil level.

The information shared is limited to the child's name, address and date of birth. However where a parent or guardian provides their consent, other information relevant to the provision of youth support services will be shared. This right is transferred to the child / pupil once they reach the age of 16.

Department for Education / Local Authority

Information held by Neyland Community School, LA and the Welsh Government on pupils, their parents or legal guardians may also be shared with other organisations when necessary including the Auditor General for Wales and the Local Health Board (School Nurse). For example if the sharing of information would protect a child's safety or, if the sharing is strongly in a child's best interest. We will not give information about our pupils to anyone without your consent unless the law allows us to do so.

We may need to share your child's personal information within the Local Authority and other services (e.g. a training provider) as part of Welsh Government's Youth Engagement and Progression Framework, a process designed to support your child's learning, and help them progress into further education, employment or training. We will only share the minimum amount of information necessary with whom we are legally obliged.

Examples of information we may need to share include:

- Name,
- Date of birth,
- Examination results.

All data is transferred securely and held by the Department for Education under a combination of software and hardware controls, which meet the current government security policy framework.

How Government uses your data

The pupil data that we lawfully share with the Department for Education through data collections:

- Underpins school funding, which is calculated based upon the numbers of children and their characteristics in each school.
- Informs 'short term' education policy monitoring and school accountability and intervention (for example, school GCSE results or Pupil Progress measures).
- supports 'longer term' research and monitoring of educational policy (for example how certain subject choices go on to affect education or earnings beyond school)

Requesting access to your personal data & your rights

Under data protection legislation, parents and pupils have the right to request access to information about them that we hold. To make a request for your personal information, or be given access to your child's educational record, contact:

Mrs Clare Hewitt, Headteacher, Neyland Community School, John Street, Neyland, SA73 1TH, Tel: 01646 600659.

You also have the right to:

- be **informed** about how we use your personal data and who it is shared with
- **access** your information (see above section)
- **object** to processing of personal data that is likely to cause, or is causing, damage or distress
- **prevent** processing for the **purpose of direct marketing**
- **object** to decisions being taken **by automated means**
- in certain circumstances, have inaccurate personal data **rectified, restricted** or **erased**. This is only in certain circumstances.

Complaints or Queries

Neyland Community School endeavours to meet the highest standards when collecting and using personal information. For this reason, we take any complaints we receive about this seriously. We encourage anyone to bring to our attention if they believe that our collection or use of their information is unfair, misleading or inappropriate.

This privacy notice does not provide exhaustive detail of all aspects of our collection and use of personal information. However we are happy to provide any additional information or explanation if needed. Any requests for this should be sent to the address below:

Jo Hendy - Data Protection Officer
Pembrokeshire County Council
County Hall,
Haverfordwest,
SA61 1TP

Email: dataprotection@pembrokeshire.gov.uk

If you wish to make a complaint about the way we have used or processed your personal information, you can contact the Information Commissioner's Office as the statutory body which oversees data protection law, their contact details are provided below for you.

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
SK9 5AF
Email case worker@ico.org.uk

Telephone No: 0303 123 1113

We will keep this privacy notice under review.

SIMS GDPR Information Update – January 2022

21.1 Within this Clause the terms “controller”, “data subject”, “personal data”, “personal data breach”, “process

(“processed” to be construed accordingly) and “processor” shall have the same meanings as in the Data Protection

Legislation. With respect to the parties' rights and obligations under this Agreement, the parties acknowledge that in

relation to any Customer Personal Data, the Customer is a controller and ESS is a processor.

21.2 The parties acknowledge their respective obligations under the Data Protection Legislation and shall give each

other such assistance as is reasonable to enable each other to comply with such obligations, however, for the

avoidance of doubt the Customer agrees that where ESS has satisfied a contractual obligation under this Agreement,

then such satisfaction of the contractual obligation is deemed to satisfy the same or similar requirement under the

Data Protection Legislation.

21.3 The Customer warrants, represents and undertakes to ESS that it has lawful grounds for processing the Customer

Personal Data, and that any instruction given to ESS in relation to the processing of the Customer Personal Data shall

be lawful.

21.4 The parties confirm that the Data Protection Schedule at Schedule A contains the necessary information in

relation to the subject matter and duration of the processing; the nature and purpose of the processing; the type of

personal data; the categories of data subjects; and the obligations and rights of the Customer.

21.5 Where ESS processes Customer Personal Data under or in connection with this Agreement, ESS shall:

21.5.1 save as required otherwise by law, only process such Customer Personal Data as is necessary to perform its

obligations under this Agreement, and only in accordance with the Customer's documented instructions;

21.5.2 put in place appropriate technical and organisational measures to meet its own obligations under the Data

Protection Legislation;

21.5.3 ensure ESS staff who will have access to Customer Personal Data are subject to appropriate confidentiality

obligations;

21.5.4 other than the “Approved Sub-Processors” described in the Schedule A, ESS shall not engage another sub-

processor for carrying out any processing activities in respect of Customer Personal Data without the Customer's prior

written consent, which shall not be unreasonably withheld and, if such consent is given, only provided that such other

sub-processor:

21.5.4.1 agrees to be bound by the same terms as under this Clause; and,

21.5.4.2 ESS remaining fully liable to the Customer for the performance of the sub-processor's obligations

21.5.5 not process or transfer Customer Personal Data outside the European Economic Area without the prior

documented consent of the Customer (which consent shall not be unreasonably withheld or delayed).

21.5.6 have in place the appropriate technical and organisational security measures to protect the Customer Personal

Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

21.5.7 notify the Customer without undue delay after becoming aware of any personal data breach involving Customer

Personal Data, taking into account the nature of processing and the information available to ESS;

21.5.8 take appropriate technical and organisational measures, insofar as is possible, to assist the Customer in

responding to requests for data subjects for access to or rectification, erasure or portability of Customer Personal Data

or for restriction of processing or objections to processing of Customer Personal Data (but ESS will not itself respond to

any such data subject request except on written instructions from the Customer). Furthermore, ESS will, upon the

request of the Customer, provide assistance to the Customer relating to the Customer's security; impact assessment;

data breach reporting requirements; and data protection or data privacy authority consultation obligations under the

Data Protection Legislation taking into account the information available to ESS. ESS may charge the Customer its

reasonable costs (or the rates otherwise agreed between the parties) for its time spent and expenses incurred in

providing the Customer with co-operation and assistance as required by this Clause;

Protection Legislation but only in relation to a breach of General Data Protection Regulation ((EU 2016/679)) and/or

other Union or Member State data protection provisions and not jurisdictions outside of these areas. However, the

Customer acknowledges that:

21.6.1 any information ESS provides is not legal advice or guidance in any way whatsoever, and that ESS makes no

warranty or representation regarding the information (express or implied); and

21.6.2 this Clause shall not relieve the Customer of its obligation to ensure that all instructions to ESS comply with all

applicable legislation, including all Data Protection Legislation; and

21.6.3 ESS may charge the Customer its reasonable costs (or the rates otherwise agreed between the parties) for its

time spent and expenses incurred in providing the Customer with co-operation and assistance as required by this

Clause.

21.7 Notwithstanding anything to the contrary in this Agreement, if any of the following occur:

21.7.1 any changes/modifications to the Data Protection Legislation (including in connection with the withdrawal of

the United Kingdom from the European Union and/or the EEA) including the requirement to amend, update, modify or

replace any systems ESS use to process the Customer Personal Data;

21.7.2 any new, clarified or amended guidance or policies issued by a supervisory authority;

21.7.3 any direction or instruction issued by a supervisory authority (whether relating to the Customer or ESS in

respect of the Services (including any processing of the Customer Personal Data) then any increased effort or costs

incurred by ESS in association with the aforementioned shall be additionally chargeable to the Customer.

21.8 The Customer shall indemnify and keep indemnified ESS against any liability, fines, claims, demands, expenses and

costs (including legal fees) arising as a result of any breach of the Data Protection Legislation by the Customer, or ESS

acting in accordance with any instruction, policy or procedure of the Customer.

Subject Matter (Processing Activity)	Nature and Purpose of the Processing Activity	Duration of the Processing Activity	Type of Personal Data Processed	Categories of Data Subjects	Obligations and Rights of the Customer
Support	Storage of customer contact data relating to support incidents and queries	Information relating to support incidents is to be held within ServiceNow or MIS for 6 years + current. This does not include screenshots or data files.	Typically the information required would be, but not limited to: <ul style="list-style-type: none"> • Contact name • Telephone number • Position • Email address 	May include but not limited to: <ul style="list-style-type: none"> • Support provider • Customer staff 	Clause 21 of the Terms and Conditions refers to the obligations and rights of the Customer.
Conversion and implementation and offboarding	Storage of customer data for conversion or implementation or offboarding purposes.	Customer data files will be destroyed within (as appropriate): <ul style="list-style-type: none"> • 180 days of the Customer go-live for data conversion work. • 180 days of the agreement end date for offboarding work <p>This is to allow for both school holidays and issues where corrections may be required.</p>	*May include but not limited to: <ul style="list-style-type: none"> • date of Name birth, gender, ethnicity, nationality, religion • Address, telephone and email details • Contacts, agents and agencies • Dietary and medical information • SEN and welfare information • Behaviour, achievement, detention and exclusion occurrences • Assessment, attendance, timetable and examination details • Contract and employment records • Staff performance and appraisal information • Student enquiries • Linked documents from the document server which may also contain data from the above categories 	*May include but not limited to: <ul style="list-style-type: none"> • Student records • Staff records • Contact records • Agent records • Applicant records 	Clause 21 of the Terms and Conditions refers to the obligations and rights of the Customer.
Hosting	Storage of customer data for the provision of any Hosted service, and associated backup/data recovery processes.	Customer data will be deleted within a maximum of 60 days after termination of a contract. During the first 28 days of this period customers can request a copy of their data.	*May include but not limited to: <ul style="list-style-type: none"> • date of Name birth, gender, ethnicity, nationality, religion • Address, telephone and email details • Contacts, agents and agencies • Dietary and medical information • SEN and welfare information • Behaviour, achievement, detention and exclusion occurrences • Assessment, attendance, timetable and examination details • Contract and employment records • Staff performance and appraisal information • Student enquiries • Linked documents from the document server which may also contain data from the above categories 	*May include but not limited to: <ul style="list-style-type: none"> • Student records • Staff records • Contact records • Agent records • Applicant records 	Clause 21 of the Terms and Conditions refers to the obligations and rights of the Customer.

Subject Matter (Processing Activity)	Nature and Purpose of the Processing Activity	Duration of the Processing Activity	Type of Personal Data Processed	Categories of Data Subjects	Obligations and Rights of the Customer
DevOps	Review and implementation of the storage structures, indexing and partitioning to review live performance processes and archiving policies. This review may involve 3rd Parties.	The reviews will occur regularly, any temporary movement and storage of data will be removed at the end of the review process	<p>*May include but not limited to:</p> <ul style="list-style-type: none"> • date of Name birth, gender, ethnicity, nationality, religion • Address, telephone and email details • Contacts, agents and agencies • Dietary and medical information • SEN and welfare information • Behaviour, achievement, detention and exclusion occurrences • Assessment, attendance, timetable and examination details • Contract and employment records • Staff performance and appraisal information • Student enquiries <p>Linked documents from the document server which may</p>	<p>*May include but not limited to:</p> <ul style="list-style-type: none"> • Student records • Staff records • Contact records • Agent records • Applicant records 	Clause 21 of the Terms and Conditions refers to the obligations and rights of the Customer.
Customer data will be indexed, potentially moved between partitioning tables and storage					

2. APPROVED SUB-PROCESSORS

Microsoft Azure

Personal Data Collection	Subject Matter (Processing Activity)	Nature and Purpose of the Processing Activity	Duration of the Processing Activity	Type of Personal Data Processed "Including but not limited to"	Categories of Data Subjects	Obligations and Rights of the Customer
Customer Personal Data	Hosting	Storage of customer data for the provision of any Hosted service, and associated backup/data recovery processes.	Customer data will be deleted within a maximum of 60 days after termination of a contract. During the first 28 days of this period customers can request a copy of their data.	<ul style="list-style-type: none"> • date of Name birth, gender, ethnicity, nationality, religion • Address, telephone and email details • Contacts, agents and agencies • Dietary and medical information • SEN and welfare information • Behaviour, achievement, detention and exclusion occurrences • Assessment, attendance, timetable and examination details • Contract and employment records • Staff performance and appraisal information • Student enquiries • Linked documents from the 	<ul style="list-style-type: none"> • Student records • Staff records • Contact records • Agent records • Applicant records 	Clause 21 of the Terms and Conditions refers to the obligations and rights of the Customer.

Personal Data Collection	Subject Matter	Nature and Purpose of the Processing Activity	Duration of the Processing Activity	Type of Personal Data Processed "Including but not limited to"	Categories of Data Subjects	Obligations and Rights of the Customer
				also contain data from the above categories		

3. APPROVED NON-EEA SUB-PROCESSOR RS

Destination Location	Recipient(s)	Conditions for transfer (if any)
	SIMS Education (India) Private Limited, whose registered office is at 6th Floor, Pentaagon P-2, Magarpatta City, Hadapsar, Pune, Maharashtra 411013, India	Standard Contractual Clauses