

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT FOR EDUCATION (THE DfE) AND THE SOUTH EAST REGIONAL IMPROVEMENT ALLIANCE (SERIA) ON DATA SHARING TO SUPPORT CHILDREN'S SOCIAL CARE IMPROVEMENT**

## **Introduction**

1. This Memorandum of Understanding (the "MOU") is entered into between the Department for Education (the DfE), the SE Regional Improvement Alliance. The RIA lead (Stuart Gallimore – DCS East Sussex) will sign for each of the 19 Local Authorities (LAs). The DfE Regional Improvement and Support Lead for the South East (Akosua Wireko) will sign on behalf of the DfE. The MoU is supported by the Local Government Association (the LGA) and the Society of Local Authority Chief Executives (SOLACE).
2. This MOU sets out the principles for sharing quarterly children's social care management data between LAs and the DfE on a voluntary basis for the purpose of supporting continuous improvement **in partnership with** LAs. It covers the principles for analysing, using and sharing this data, the respective roles of each party and the timing of the work. It should be read in conjunction with the South East Sector Led Improvement Programme MoU.
3. RIAs will use quarterly children's services data to underpin the highest possible quality of self-assessment and peer challenge. The initial set of indicators proposed by ADCS is set out at **Annex A**. The DfE is asking for the quarterly data LAs share with RIAs to be shared with the DfE also so we all make the best decisions about prioritising support and spot problems earlier. This delivers on our commitment to sector-led improvement and working in partnership.

## **Status of this MOU**

4. This MOU is not intended to create binding legal obligations on the parties.

## **Duration and Timing**

5. This MOU will last for the activity from 1 April 2019 through to 31 March 2021. The MOU may be extended. Any extension must be in writing and signed by all the parties.

## **Principles for data usage and sharing**

6. The primary purpose of this data share is to support regional improvement. As a national organisation, however, the DfE cannot guarantee that the data will not be seen by others handling data for another region or to help the DfE gain a national picture on targeted support (to facilitate continuous improvement).
7. The data, however, is not to be used in isolation but alongside broader contextual information to include conversations with LAs and other relevant partners. All

parties recognise the limitations as well as the benefits of data – data needs to be set in context with other interpretative information and used to inform a conversation - it does not tell the story or give answers on its own.

8. The DfE (and partners) cannot use LA data for something other than what we agree in the MOU (without an LA's explicit permission). LA data remains LA data.
9. Data sharing underpins a commitment to working in partnership on improvement.
10. The DfE will use data alongside interpretative information to support a dialogue with LAs - to help in offering support through, for example, Partners in Practice (PIPs) and with the SERIA to discuss regional performance. Shared data will support more transparent decision-making in matching LAs to support and in the proportionality of support offered across regions; it will reduce duplication of effort between organisations.
11. The DfE's power to intervene in cases of failure is limited by strict requirements for robust evidence and proportionate action; data alone cannot provide a basis to issue a statutory direction, put an LA into intervention or to "call in Ofsted".
12. The DfE's internal operational decision-making approach to how/where we invest our resources will remain unchanged and subject to ministerial approval.

#### **Roles and Responsibilities of parties to this MOU**

13. The parties will be open, honest, cooperative and responsive to each other to support the effective running of the SERIA and improvement support to LAs, respecting each other's unique functions and roles and assisting and supporting each other whenever possible.
14. The parties have specific roles in relation to LA data covered under this MOU:
  - LAs look at their own data as well as trends across their population in preparing their self-evaluation. They share management data with the SERIA quarterly. LAs also share data and work with partners (e.g. police, health) so that they can understand their strengths and areas for improvement.
  - The SERIA will look at comparable LA (not child) level data both to identify any significant anomalies for one LA *and* possible regional trends. Under this MOU the SERIA will share quarterly LA management data with the DfE. In doing so, the below process will be followed:
    - The Data Benchmarking Group (DBG) will conduct its usual data collection exercise following the close of each quarter, preparing a shortened 'tartan rug' summary for each of the 19 authorities covering the 18 ADCS agreed indicators set out at annex A. These summaries will first be released to the DBG for checking, and only then released to the DfE representatives. The data released will show

each authority's trend over time, and show its ranking compared to the other South East authorities; to its statistical neighbours; and to all English authorities.

- There will be quarterly meetings to discuss these reports attended by SESLIP staff, a member of the SERIA governance group, LGA improvement advisers, Alastair Lee on behalf of the DBG and the DfE Regional Improvement Lead for the South East.
  - DfE senior officials will be invited to join part of the SESLIP Steering Group meetings twice a year to discuss the improvement trajectory of authorities in the South East.
- The DfE will resource and broker sector improvement support and, at national level, support the minister with his responsibility for performance of the wider system. The DfE will use shared data to help prioritise where support is needed and work effectively across/between regions.
  - The SERIA will work with partners including the DfE (regionally) to use data and interpretative information to best effect in understanding challenges, learning about strengths in an LA/region, to discuss regional issues or trends, share learning and where possible support regional capacity needs.

**Review of this Memorandum**

15. The arrangements in this MOU will be kept under review. The parties may agree at any time to make amendments to this MOU. Parties will review the MOU annually and update it in the light of experience of its operation in practice. The first review will be in **June 2019**.

**Compliance with the MOU**

16. All parties are responsible for ensuring that they have the necessary systems and arrangements in place to comply with this MOU and respect the agreements within.

**Variation and Changes to this MOU**

17. Each party may undertake to negotiate changes to this MOU. All variations must be documented in writing and agreed by all parties in writing.

**Termination**

18. Any party may terminate this MOU at any time prior to the end of the term by giving notice in writing of its intention to terminate this MOU to the other party.

**Authorisation from the DfE and SERIA.**

DfE



Signed by: [ add signature ]

SERIA



Signed by: [ add signature ]

Name: Akosua Wireko

Authorised to sign for DfE

Date: 22/03/2019

Name: Stuart Gallimore, Director of  
Children's Services, East Sussex

Authorised to sign for SERIA

Date: 22/03/2019

### Annex A – common core dataset

- Referrals to social care in the period (number and rate per 10,000)
- Referrals that are re-referrals within 12 months (number and percent of referrals)
- Assessments completed in the period (number and rate per 10,000)
- Assessments completed in 45 days in the period (number and percent of assessments)
- Children in Need at the end of the period (number and rate per 10,000)
- Section 47 enquiries in the period (number and rate per 10,000)
- ICPCs completed within 15 days of S47 (number and percent of S47s)
- Children on Child Protection Plans at the end of the period (number and rate per 10,000)
- Children with a CPP starting in the period (number and rate per 10,000)
- Children with a CPP ceasing in the period (number and rate per 10,000)
- Children becoming subject of a child protection plan in the period for second or subsequent time (number and percentage of plans starting in period), both ever and within 2 years
- Children who are Looked After at the end of the period (number and rate per 10,000)
- Children who are Looked After starting in the period (number and rate per 10,000)
- Children who are Looked After ceasing in the period (number and rate per 10,000)
- Children Adopted as a Proportion of Looked After Children (number and percentage)
- Average time in Days between a Child entering Care and moving in with their Adoptive Family [A1]
- Avg. time (in days) between LA receiving court authority to place a child and deciding on a match to an adoptive family [A2]
- Children who wait less than 14 months between entering care and moving in with their adoptive family (A3)"