

*[Logos of VSs/LAs supporting to add]*

## **Post 16 Young People in Care and Care Leaver Learner Support Partnership Agreement – West Midlands**

### **Purpose of the agreement**

- This agreement addresses the significant challenges Young People in Care and Care Leavers face as a result of the circumstances that brought them into care and the experiences they may have within the care system.
- No one partner can provide the full range of support that young people need.
- This agreement therefore expresses our commitment, as partners, to ensuring that Young People in Care and Care Leavers achieve the best possible outcomes in Post 16 education and training.

### **Our Principles and shared practice:**

- We are prepared to be challenged by the question: ‘Would this be good enough for my child?’
- Our young people will be safe and feel safe in education and training and we will ensure they are listened to.
- We will work together to solve problems
- We will develop and help shape education and training that meets the needs of all our young people.
- We will ensure young people receive: impartial, information, advice and guidance [IAG] that gets them into the right provision; the support to stay there; advice and support when they move on.
- We will ensure information is shared openly and with due regard for safeguarding, confidentiality and data protection and in line with the purposes and ethos of this agreement.

### **Social Care will:**

Before the end of Year 11 ensure each young person has a ‘key worker’ [social worker, personal adviser [cf Care Planning regulations], foster carer, residential worker or other appropriate adult] with the authority and commitment to take the role of ‘best parent’ in supporting this agreement.

NB social care must inform the provider promptly if the key worker changes.

### **The social care key worker’s will:**

Before the young person starts with a provider:

- Obtain the young person’s consent to share safeguarding information with providers wherever possible  
NB Safeguarding may require that information is shared without consent
- Ensure that the provider's designated person knows their name contact details and any other key contacts
- Complete an education plan [part of the Pathway Plan], which must cover safeguarding issues, with the young person and the provider before [preferably May-July] they start provision, or, if this is not possible, within thirty days of them starting.

Once the young person is in provision:

- Meet to review the education plan at the provision at least six monthly or more often if there are problems
- Listen to young people’s views and act on them appropriately
- Attend consultation events/ ‘parents’ evenings’
- Contact the provider and engage with other relevant professionals, if there are problems, or extra support is needed e.g. because accommodation arrangements are changing and call extra meetings as appropriate
- Respond rapidly to an emergency – within 24 hours as a maximum
- Provide the necessary support with accommodation, transport, finance and health so the young person can engage with their education, employment or training

### **Education or Training Provider will:**

- Have a 'designated person' who will be a first and direct phone, or email point of contact for young people in care and care leavers, carers, social care, careers, so they get individual and personal attention
- Notify partners if the designated person changes.
- Provide pre and post entry visits
- Advise and guide young people about all aspects of the provision and its services and ensure young people receive any financial or other support to which they are entitled
- Listen to young people's views act on them appropriately
- Identify young people in care and care leavers, via a tick box on application forms and other post application checks.
- Complete an education plan, which must cover safeguarding issues, with the young person and the key worker before [preferably May-July] they start provision, or, if this is not possible, within thirty days of them starting.
- Meet to review the education plan at the provision at least six monthly, or more often if there are problems
- Ensure each young person has a mentor or equivalent who is introduced to them and who:
  - Provides support and advocacy for the young person
  - Is able to meet with the key worker and others to support the young person's learning and education plan.
- If there is a risk that the young person may not be able to stay at the provision, including any temporary suspension or fixed term exclusion:
  - inform the key worker by phone and email on the day it occurs
  - call a professionals' meeting as appropriate to attempt to resolve issues
- Not permanently exclude or terminate the young person's course without meeting with the key worker.  
NB1 The young person may be suspended/fixed term excluded pending the outcome of this meeting.  
NB2 The meeting allows time to plan for alternatives, cover safeguarding issues etc.
- Ensure employers actively partnered with support this agreement.
- Ensure, impartial careers information, advice and guidance is provided.
- Track individual learner: attendance; retention; outcomes; achievement; progression and value added data and share with the young person's Virtual School and aggregated data for all young people in care and care leavers with partners to this agreement.

### **Virtual School**

The Virtual School for Children in Care and Care Leavers carries the local authority corporate parenting responsibility to promote the education of their children in care and care leavers wherever they are placed.

The Virtual School will:

- Provide the strategic support and challenge to ensure that the terms of the Learner Support Partnership Agreement are upheld by all signatories for their young people
- Promote and publicise the Learner Support Agreement with their Local Authority partners: social care, Director of Children's Services, elected members, other work based learning providers, commissioners etc.
- Work with other Virtual Schools to provide support and challenge as appropriate e.g. for a young person from another LA who is placed in local provision. The local Virtual School will not take over the responsibility of the 'home' local authority [local authority to which the young person is or was in care].
- Ensure young people have access to high quality, impartial careers information, advice and guidance
- Ensure young people have a high quality Personal Education Plan which contains plans for Post 16 education and which is maintained in an appropriate form Post 16 [e.g. via Pathway Plan or separate education plan]
- Track young people in Post 16 education, employment and training so issues are followed up promptly
- Ensure that there is Internet based information – e.g. through a Virtual School website – about the Learner Support Agreement

### **Learner Support Partnership Agreement Implementation**

- A formal meeting is held between the Virtual School [who will have obtained the agreement of social care to support the agreement] and principal or vice principal or director of the provider, at which the agreement is signed.
- Each party is responsible for publicising and promoting the agreement within their own organisations.
- Each Virtual School is also responsible for tracking and supporting its own young people and challenging signatories and services in its Local Authority to ensure issues are resolved and support provided.

### Review of Learner Support Partnership Agreement

- The agreement will be reviewed annually:
  1. **With each provider by a Virtual Head** [by agreement, this may not be the Virtual Head from the local authority in which the provider is situated]

The data shared will be for the full academic year prior to the review

	Young people in care and care leavers at provider in Y12 and Y13 [from any LA]	Total or percentage for all learners at the provider
Total number of young people		
Average attendance %		
Retention %		
Achievement [completing] %		
Progress [to ETE] %		

2. **By Virtual Heads who support the agreement** through the West Midlands Virtual Heads Regional Association

The data shared will be for the full academic year prior to the review from each participating LA

	Young people in care and care leavers in Y12 and Y13 <u>LA1</u>	Young people in care and care leavers in Y12 and Y13 <u>LA2</u>	<u>LA3 etc</u>	West Midlands Average for all Y12 and 13
Total number of young people				
Average attendance %				
Retention %				
Achievement [completing] %				
Progress [to ETE] %				

- In addition the reviews will describe
  - Key positives [e.g. success of individuals]
  - Key challenges [e.g. issues with multi agency working, progression]

### Provider details and signature

Provider Name	
Name of signatory to this agreement	
Email address	
Role of signatory to this agreement	
Signature	
Name of designated tutor	
Designated tutor email	
Designated tutor phone	
Head of Virtual School - name*	
Head of Virtual School signature	
Head of Virtual School email	

\*The Head of Virtual School ensures that social care support this agreement