

Derby & Derbyshire Safeguarding Children Boards

Use of Written Agreements by Practitioners working with Children and Families

Version Control

This document replaces all other previous published versions and should be read in conjunction with the [Derby and Derbyshire Safeguarding Children Procedures](#)

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1. Introduction

The Derbyshire SCR which was published in 2017 identified the need for a review of the use of written agreements and the (limited) circumstances in which they may be useful in safeguarding and promoting the welfare of children be clarified.

This guidance is aimed at supporting staff in the appropriate use of written agreements and to avoid drift towards their inappropriate or dangerous use, when they are too heavily relied on as a means of attempting to put controls and boundaries around both individual's and family behaviours.

Planning to meet children's needs and to improve outcomes for them is an important aspect of work. The analysis and decision making which follow an assessment of the child and family will form the basis of any plan.

2. Written Agreements or Written Undertaking

It is important to distinguish between a written agreement and a written undertaking.

A written agreement is a **partnership** document which aims to clarify the detail of and sign up to a plan or a particular aspect of a plan. **In all cases where the child is in receipt of support from Children's Social Care, the lead professional undertaking this work will be the Social Worker.**

A written agreement is both a formal record of an agreement to cooperate and an essential working tool in safeguarding children. It is not legally binding and only applies when all parties agree and sign up to the actions recorded. A template written agreement form is attached which agencies could use to generate a written agreement (appendix 1) as well as a written agreement with examples (appendix 2).

The written agreement once completed should be signed by all parties as the document does not constitute an Agreement unless all parties agree and sign up to the actions recorded. In Derbyshire this guidance should be read alongside the Children's Social Care [procedure on written agreements](#).

A written undertaking is a means of obtaining evidence that a person has agreed to do or not do something.

3. Appropriate use of a Working Agreement

There are a number of situations when it is necessary to record an agreement between a parent/carer, Children's Social Care and other parties. These situations may include the details of contact for a child looked after or any requirements of parents or carers over and above those that will be detailed in the child protection, care or Child's Plan. A written agreement should only be used while the case is being actively worked by the author agency.

- To provide family members and practitioners with **clarity** about the **detail** of what they have agreed or are being required to do;
- To **clarify** what has already been agreed or particular aspects of it;
- To clarify the **aim or goal** of work/planned actions;
- To clarify **timescales** for work/planned actions;
- To clarify the **consequences** of success and failure of planned actions;
- To clarify what the **contingency plan(s)** is/are.

4. Inappropriate use of a Working Agreement

There are some situations when a written agreement should not be used. This will include situations when there is evidence that a parent or carer has failed to cooperate in the past, where there are global or long

standing concerns or where the risks posed to a child or young person are deemed to be too high, for example a manipulative and coercive relationship which is prioritised over the safety of the child.

Other circumstances where a written agreement would not be appropriate include:

- To **influence/guide** individuals to behave in ways which they are reluctant or refusing to do. Influence and guidance is sometimes required and appropriate but should be pursued in other more effective ways;
- As an attempt to **put controls around** a situation which has been out of control. Remember, it is only a piece of paper;
- To **reassure** concerned practitioners and managers that a concerning situation is being appropriately addressed;
- Because a previous written agreement has been **broken or reneged on**;
- Because **other attempts at control** (legal orders, child protection planning) have been **sought but not obtained**. In these circumstances, a written agreement could provide a dangerous illusion of compliance.

In some cases where an agreement might otherwise be appropriate, if one or more of the parties should refuse to sign, there can be no agreement with the person or persons concerned, and compulsory intervention may be needed. In these circumstances, legal advice should be obtained.

5. Before a Written Agreement is started

- **Discussion** of all aspects of what might go into the agreement should be undertaken with all participants **before anything is committed to paper**; do not start with a draft drawn up by a professional because the likelihood of 'ownership' by service users and other practitioners will be reduced;
- Explain and discuss **why a written agreement could help**;
- Consider how the actions specified will impact on the child or young person;
- Explore participants' **willingness, confidence and capacity** in the proposed written agreement: Do they want to do it? Do they think it will work? Do they have the resources to make it work? If there are any concerns regarding a person's capacity to consent expert assessment and guidance should be sought.
- Decide **what all participants are committing to**, not just family members. Include any input or support which practitioners are going to provide as well as expectations of family members.

After doing all of the above, nominate one or two participants (if two, one should be a family member and one a professional) to produce a draft for everyone to subsequently discuss before signing; involving family in this way promotes ownership and compliance.

6. Good Written Agreements

- **Specific, Measurable, Achievable, Realistic and Time-limited**;
- **Balanced** - clarifying everyone's full undertakings;
- **Clear** about their aim/goal;
- **Consistent** with and usually based upon other existing plans e.g. **Child Protection Plans, Care Plans, Family Group Conference** plans;
- **Clear** about the consequences of failure to deliver, for family members and practitioners;
- **Clear** about contingencies;
- **Written** in clear language without jargon, acronyms or abbreviations;
- **Clear** about when they will be reviewed;
- **Should** be child focussed;
- **Should** be based on an assessment of co-operation levels.

Written agreements are only effective if they are monitored rigorously, breaches dealt with quickly and the specified consequences of compliance or non-compliance implemented. All members of the group of

practitioners working with the family can contribute to the written agreement and should hold a copy securely on their records.

When a written agreement is being drafted consideration should be given to the involvement of both parents, anyone with parental responsibility for the child and any other person who is relevant to the issues contained within the document.

If the family's first language is not English, and even if they appear reasonably fluent, the offer of an interpreter should be made to ensure that all issues are understood and fully explained and to enable active involvement.

7. Legal Advice and Advocacy

The agreement stands from the time it is signed by parent or carers. All parties may wish to obtain legal advice; this should be undertaken within a timely manner which does not create delay or risk. If appropriate consideration should be given to a Safety Plan in the interim. Parents have the right to involve an advocate in any meeting where a written agreement is made.

Written Agreements must be countersigned and dated by a Team Manager.

If for any reason an address must remain confidential and not put on the Agreement document, it should read 'Address is confidential' and kept on all contributing agencies' files.

8. Failure to Co-operate

All parties should abide by the actions agreed.

Practitioners working with children and families have a responsibility to inform carers of the consequences of not adhering to the agreement. Any failures or breach of the written agreement must be followed up and the specific consequences of non-compliance implemented.

Equally Practitioners working with children and families and other parties to the agreement also have a responsibility to comply. Parents and carers should be informed of their right to complain if agency representatives fail to adhere to actions they have agreed to.

9. Involving the Child or Young Person

Consideration should be given to sharing the written agreement with the child or young person so that they can be clear about what has been agreed. It may also be appropriate for a young person to contribute to creating the agreement and to sign the agreement.

10. Reviewing the Written Agreement

Any agreement should be subject to review; this may be possible through core group, statutory or Child's Plan review. Where particular actions are no longer required or where new actions are indicated the written agreement should be re-written.

All Written Agreements, including amended ones, prepared in a case, should be sequentially numbered for ease of reference.

Appendix 1

Written Agreement Template

This is a Written Agreement between (names of parents/carers) and (name of local authority) *Children's Social Care*.

Date:

Written agreement number:

Name of child:

Date of birth:

Address:

Purpose

The purpose of this written agreement is to make clear the arrangements between (*Names of parents/carers*) and (*Name of local authority*) Children's Social Care and how they will keep their children (*Names of children*) safe from harm.

The aims are:

- To be clear about what (*Name of local authority*) Children's Social Care are worried about
- To be clear what (*Names of parents/carers*) have agreed to do
- To be clear what members of (*Name of local authority*) Children's Social Care and Core Agencies (*names of involved agencies*) have agreed to do.

What are we worried about?

(*The concerns should be clearly outlined in this section. Please number each concern.*)

- 1.
- 2.
- 3.

What (*names of parents/carers*) will do

(*The actions for the family to take should be clearly outlined in this section and should address the identified worries/concerns. Please number each action.*)

- 1.
- 2.
- 3.

What the Social Worker and involved agencies will do

(*The actions for agencies should be included here. It should be clear who the worker and agency is who is responsible for each action. Please number each action.*)

- 1.
- 2.

3.

If things go wrong

(This section should outline the contingency arrangements and any remedial actions that may be required.)

- 1.
- 2.
- 3.

How long this agreement will go on for

(This section should outline how long the written agreement will remain in place, how often it will be reviewed and how the review will happen e.g. at the Core Group.)

Who will receive a copy of this agreement

(This section should state which agencies will receive a copy of the agreement.)

This document is not legally binding. You should show this document to your solicitor and seek legal advice.

Signed:

| | |
|--|------------|
| _____ (Name of parent/carer) | Date _____ |
| _____ (Name of parent/carer) | Date _____ |
| _____ Social Worker | Date _____ |
| _____ Team Manager | Date _____ |
| _____ (Name of family member/responsible adult e.g. grandparent | Date _____ |

Appendix 2

Written Agreement with examples

Written Agreement between Ms Smith and Mr Smith and Derbyshire/Derby City Children's Social Care

Written Agreement number 1

Date; Today

This document is a formal record of an agreement between **Derbyshire/Derby City Children's Social Care** and

- **Mr Smith**
- **Ms Smith**
- **Maternal grandparents, Rita and Ed Dilley**

Purpose

This written agreement has been proposed to make clear the arrangements between **Ms Smith, Mr Smith** and (**name of agency e.g. Derbyshire/Derby Childrens Social Care**) and how they will keep their children, **Jo and Sam** safe from harm.

- To be clear what **Derbyshire/Derby Childrens Social Care** are worried about.
- To be clear what **Ms Smith and Mr Smith** have agreed to do.
- To be clear what members of **Derbyshire/Derby Childrens Social Care and Core Agencies** have agreed to do.

What are we worried about?

Examples

- We are worried that **Jo and Sam** are living in a home environment where there is violence and frightening behaviour from the adults. We are worried that the emotional needs of **Jo and Sam** are not fully understood, recognised and met.
- We are worried that because of the home environment **Jo and Sam** do not always attend school and that when they do attend they are often late and have not had any breakfast. They often attend school without the things they need to complete their school work.
- We are worried that because of the home environment **Jo and Sam** are often left unsupervised. This has meant that **Jo and Sam** have been found outside the family home of two occasions late at night.
- We are worried that because of the home environment life is chaotic and we are not sure that **Ms Smith and Mr Smith** make sure that all the children's basic needs are met; we are concerned that mealtimes and routines are confusing for the children. **Jo** seems to feel responsible for **her younger sibling** and this is not appropriate for a child of her age.
- We are worried that **Sam** may not be meeting all his developmental milestones. His language seems to be delayed and **Ms Smith and Mr Smith** have failed to keep a number of appointments with **Speech and Language** and have not engaged with the **Bright Start Children's Centre**.
- We are worried that both **Ms Smith and Mr Smith** are continuing to drink and that there are reports that **Mr Smith** is using illegal substances. **Mr Smith** denies that he is doing this.

What Ms Smith and Mr Smith will do

Examples

Jo and Sam will be provided with a home environment free from violence and frightening adult behaviour where their emotional needs are fully understood, recognised and met. This means **Ms Smith and Mr Smith** will stop physically fighting and throwing things at each other in the family home and in front of the children.

Ms Smith will ensure that **Jo and Sam** are at **Top School** on time every day.

Ms Smith & Mr Smith will attend **Mellow Parenting classes** at **Bright Start Children's Centre**.

Ms Smith and Mr Smith will keep an appointment with **Speech & Language Services** to allow and assessment of **Sam's** speech development to take place.

Ms Smith and Mr Smith will work with **Think Family** to ensure that **Jo and Sam** have a routine around breakfast and bedtime.

Ms Smith and Mr Smith will work with **Lantern House** to address their drinking.

If **Mr Smith** has been drinking or using illegal substances **Ms Smith** will not allow him in the family home.

Maternal Grandparents Rita and Ed Dilley will provide childcare for **Jo and Sam** to enable **Ms Smith and Mr Smith** to attend **Lantern House**.

What the social worker and involved agencies will do

Examples

- **Belinda Jones (social worker)** will do some direct work with **Jo and Sam** to understand what life is like for them at home.
- **Mr Jones (Top School)** will support **Jo and Sam** to join the **Lively Ladybirds lunchtime activity group**.
- **Lorraine Williams and John Clapperton (Think Family)** will visit the family home twice a day for 4 weeks in the morning and early evening to work with **Ms Smith and Mr Smith** on the household routines.
- **Doreen Atkinson (Bright Start Children's Centre)** will visit the family home every Wednesday to work with **Ms Smith** on other household routines, including budgeting and shopping.
- **Lynn Ross (Speech and Language Services)** will make a 3rd appointment for an assessment of **Sam** and language development.
- **Pat Plummer (Lantern House)** will work with **Ms Smith and Mr Smith** to address their drinking.

If things go wrong

Example

- A strategy discussion with the Police and partner agencies will be convened

How long this will go on for

Example

- The agreement will be reviewed at each **Core Group** meeting by the members of the **Core Group** and **Ms Smith and Mr Smith**

Signed:

| | |
|---------------------|-----------|
| _____ Ms Smith | Date_____ |
| _____ Mr Smith | Date_____ |
| _____ Social Worker | Date_____ |
| _____ Team Manager | Date_____ |
| _____ Grandparents | Date_____ |

SAMPLE