This agreement is made between Leicester City Council of the one part (hereinafter referred to as “The Council”, acting by Director of Social Care and Education and ……………………………………………of the other part (herein after referred to as “the Special Guardians”)

**WHEREAS:**

a) The Council operates a scheme for the payment of Special Guardianship Financial Support following the guidance and regulations laid down by the Adoption and Children Act 2002.

b) The Special Guardian(s) care for …………………(hereinafter referred to as “the child”)

c) The Council acting by the Director of Social Care, having considered the Special Guardianship Support Services Assessment and prescribed assessment of means according to the Special Guardianship Regulations 2005, has decided that Special Guardianship Financial Support should be paid to the Special Guardians for the child.

1. This agreement has been made after discussion between Officers of Social Care and Education and the Special Guardians.

**IT IS HEREBY AGREED THAT**:

1. The Agency will pay to the Special Guardians, Special Guardianship Financial Support with effect from the making of theorder. The amount of financial support will be:

\*(a) …………..per week but will be subject to review in accordance with Clause 3.

\*(b) A single sum of …………………

\*(c) A series of payments of ……………….

\*(d) Other ……………………………………………….

\*delete as applicable

1. Payments of the financial support as detailed in Clause 1(a) above, will be made fortnightly in arrears, subject to the right of the Council to change the method of payment if it sees fit after notifying the Special Guardians.
2. The level of financial support will be reviewed by Social Care and Education (or Leicester City Council’s) Financial Assessment Section a minimum of once a year, and these reviews may be initiated either by the Council or the Special Guardians.

4. The Special Guardian will notify the Council (via Financial Assessments Section) immediately if:-

i) The child ceases to have his/ her home with the Special Guardians.

ii) They change their address.

iii) The child leaves full time education.

5. This Agreement will terminate in the event of:-

i) The Special Guardians ceasing to exercise parental responsibility for the child.

ii) the child finishing full time education and becoming either a wage earner or recipient of an allowance, such as for example, under a Government training scheme;

iii) The child qualifying for DWP benefit in his/her own right;

iv) The child reaching the age of 18 unless the Council, on the recommendation of the Head of Service, decides that there are exceptional circumstances making it desirable that payments should continue as determined by the Special Guardian Regulations.

6. This Agreement will remain in force until terminated in accordance with Clause 5 or at the request of the Special Guardians.

7. In the event of a disagreement between the Special Guardians and the Council regarding the level and/or conditions of the Special Guardianship Financial Support, the Special Guardians will have the right to make representations to the Head of Service, who will recommend a determination on the matter by the Director of Education and Children’s Services Department. Alternatively, the Special Guardian may seek resolution of their dispute via the Corporate Complaints Procedure operated by the Council.

8. It is recommended that Special Guardians should consider seeking independent legal advice in advance of signing this agreement.

SIGNED ON BEHALF OF THE

DIRECTOR BY: }

(print Name/Title) }

in the presence of }

SIGNED: Special Guardians }

}

In the presence of }