

Children & Young People’s Services

Leicester City Council

Education and Children’s Services Department

**AGREEMENT FOR SPECIAL GUARDIANSHIP FINANCIAL SUPPORT**

This agreement is made the …………………..day of …………………….….20…………

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

(hereinafter 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 and Education, 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.

d) 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 amount of financial support will be:

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

 \****delete as applicable***

 \*(b) A single sum of £………………

 \****delete as applicable***

 \*(c) A series of payments of £………… at a frequency of once every ……………………….……….. until …………………………….

 \****delete as applicable***

 \*(d) Other – please specify

2. 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

3. 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. The Special Guardians will be required to complete a statement of their financial means and may be required to provide verification of the details contained therein for use by the Council. Such verification will include evidence of: wages/salary, bank account details and statements, state benefits etc, up to 2 years prior to commencement of Court proceedings resulting in the granting of Special Guardianship Order.

4. The Council, on the recommendation of the Head of Service, may vary or discontinue the financial support if there has been any change in the Special Guardian’s financial circumstances including their eligibility for State Benefits (whether or not these Benefits are claimed by the Special Guardians). An officer of the Education and Children’s Services Department of the Council will not visit the Special Guardians to complete the statement unless requested to do so by the Special Guardians or if the Council or the Head of Service considers it necessary. The Special Guardians, if deemed appropriate by the Council, shall co-operate with advice and support from a Benefits Support Worker in maximising their take up of state benefits.

5. 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) there is a significant change in their financial circumstances;

 iii) they change their address.

 iv) the child leaves full time education.

6. This Agreement will be suspended if the income of the Special Guardians rises above the income level at which Special Guardianship Financial Support becomes payable. In such circumstances, the Special Guardians will be eligible to apply for the reinstatement of this Agreement if their financial circumstances are such that Special Guardianship Financial Support may be paid.

7. 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.

 v) the Special Guardians refusing to complete a statement of their financial means or provide verification in accordance with Clause 3;

 vi) any wilful misrepresentation by the Special Guardians of their financial means;

 vii) the Special Guardians’ application for a Special Guardianship Order being revoked/refused by the Court.

8. In the case of Clauses 5 and 7 (vi) the Council reserves the right to recover any overpayment resulting from the Special Guardians’ failure to notify the Council of any relevant information resulting in miscalculation of their entitlement to Special Guardianship Financial Support.

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

10. 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 Children & Young People's Services. Alternatively, the Special Guardian may seek resolution of their dispute via the Corporate Complaints Procedure operated by the Council.

11. 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 BY: Special Guardian }

 }

 In the presence of }