**Final Guidance in respect of the use of Written Agreements within the Child Protection / Child In Need processes**

**Context**

It is acknowledged that within child in need and child protection processes Written Agreements can provide a useful tool to document how parents, carers, family members and practitioners can work together to achieve intermediate actions to protect a child and promote their well-being.

Written Agreements might be appropriate in the following scenarios:

* during a period of assessment, for example as part of an initial plan during the transition from the initial to core assessment if required;
* during the section 47 enquiry stage and prior to Initial Child Protection Conference;
* in respect of unborn babies, whilst assessments are in progress and prior to a Pre-birth Conference

or

* in response to a new identified risk and as evidence of risk management planning as an immediate response to a new identified risk.

The Child Protection Plan (CP) / Child In Need (CIN) plan / Looked After Child (LAC) Care Plan and other statutory plans should be, and remain the core document for managing risk. Therefore any working agreement should be integrated with the plan at the next available meeting / review and become an integral part of the statutory plan.

The statutory plans e.g. CIN, CP and LAC Care Plans set out clearly the expectations, roles and responsibilities and desired outcomes to be achieved. These should be developed in partnership with parents, children and professionals and written agreements should be developed in the same manner.

**The principle that informs this approach**

There must be a timely response to

* Respond to identified risks to ensure immediate safeguarding and to record how newly identified needs and risks will be managed and met in the short term whilst assessment are completed and / or when a plan is not already in place;

And

* Support updating Child Protection Plans (CP) and Child In Need (CIN) Plans in response specific new risks / needs. This enables professional ability to work in partnership with parents to manage transitions and maintain safety / momentum of progress during the implementation of a plan.

Statutory Plans should be written in a way that all parties can understand, are free of jargon, and are available in accessible formats for parents and children as appropriate. Written Agreements should not be used to replace statutory plans or as an alternative / adjunct to statutory plans.

**Principles to adhere to when drawing up a written agreement:**

The Written Agreement should be negotiated between the parents/carers/family members, professionals and should reflect the views and wishes of the child/young person as appropriate.

The Written Agreement should include

* A concise statement of context and causes for concern
* The outcomes to be achieved
* What action needs to be taken to bring these about
* The expectations of each of the parties to the agreement including professionals, parents and other parties
* What are the contingency plan/consequences should the parties to the agreement not co-operate with the agreement
* The process for reviewing how the agreement is working, its success and how it needs to be updated
* When the next core CP; CIN or LAC Review or any other meeting will consider the Agreement with a view to integrating it into the appropriate statutory plan
* A brief record of discussion / process by which the agreement, has been achieved
* A record of the client's views and any concerns raised by the parties about the content of the agreement

Written agreements should be

* As concise as possible, clearly written and jargon free
* Evidence based – agreements should be clearly informed by identified needs and risks with clear focus on agreed actions for change and improvement
* Explicit about the relationship with existing statutory plans – e.g. CIN / CP / LAC Plan / Pathway Plan for Children Social Care
* Produced in an appropriate format, to meet the communication needs of the client - i.e. plain English, client preferred language, Braille; audio recorded etc
* SMART - specific, measurable, achievable, realistic and properly resourced, time-bound
* Treated as a live working document and should state the mechanisms for monitoring and review; and incorporate the space for recording the monitoring, review and progress reporting / version control.
* Signed by all parties and copies given to all parties concerned.

Written agreements should state that they are not legally binding but provide the basis for practitioners and families to work together to bring about the changes which are necessary to meet the child’s needs and/or prevent the child being at continued risk of harm. Written agreements should clearly state the possible outcomes if the plan is not adhered to.

**Working Agreement standard template**

**Between**

|  |  |
| --- | --- |
| **Name of Parent/Carer** | **Address** |
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|  |  |

|  |  |
| --- | --- |
| **Name of Professional and their agency** | **Address** |
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This agreement is part of the plan to improve the safety and well-being of:

|  |  |  |
| --- | --- | --- |
| **Name of child or young person** | **Date of birth** | **Address** |
|  |  |  |
|  |  |  |
|  |  |  |

1. A concise statement of the context and causes for concern:

|  |  |  |  |
| --- | --- | --- | --- |
| **Action** | **By whom and by when** | **Outcomes to be achieved** | **Contingency plan should actions not be undertaken** |
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2. What the contingency plan/consequences will be should the parties to the agreement not co-operate with the agreement.

3. How will the agreement be monitored, reviewed and updated pending the completion of the relevant statutory assessments, enquiries and plans, including dates of the next child protection core group, CIN meeting or LAC review or any other meeting which will consider the Agreement with a view to intergrating it into the appropriate statutory plan.

4. A brief record of discussion/ process by which the Agreement has been achieved.

5. A record of the client’s views and any concerns raised by the parties about the content of the Agreement.

**Statement that the written agreements is not a legally binding document but provide the basis for practitioners and families to work together to bring about the changes which are necessary to meet the child’s/young person’s needs and/or prevent the child/young person being at continued risk of harm.**

**We understand what this Agreement says and agree to carry it out.**

|  |  |  |
| --- | --- | --- |
| **Name of person** | **Signature** | **Date signed** |
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**Everyone named in this Agreement is to sign it and have their own copy. Managers to endorse as required.**