

P8 – GUARDIANSHIP POLICY

Written By :	Melanie Bloor-Black – Director of Pastoral Care	14 th September 2021
	Robin Harskin – Head of Boarding	18 th September 2021
Reviewed By :	Leadership Team	23 rd September 2021
Approved By :	Ben Gudgeon - Head	23 rd September 2021
Governor Review By :	Education & Welfare Committee	9 th November 2021

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Revision History

Revision	Paragraph Number	Revision
November 2017		
September 2018		
Autumn 2021	Paragraph 8	Exchange “ideally” for “and live”
	Paragraph 13	Replace “does not” with “not permitted to” in second sentence.
	Paragraph 15	(iv) delete last sentence (vi) final sentence added (x) new (xi) new (xii) new
	Appendix A	
	Paragraph 1	Add “, medical or otherwise,”
	Paragraph 2	New
	Appendix B	
	Paragraph 2	New
	Paragraph 4	New

Abbreviations, Acronyms and Definitions

Abbreviation / Acronym	Definition
DfE	Department for Education
DSL	Designated Safeguarding Lead
Educational Guardian	Someone who provides care and supervision out of school for an international pupil.
KCSIE	Keeping Children Safe In Education <i>(Government issued document)</i>
Legal Guardian	Some who is appointed to care for a child; for example, when a parent has died.

Aim / Objective / Statement of Intent

1. The purpose of the Guardianship Policy is to provide parents of international pupils (and the guardians they appoint) with a clear explanation of The Yehudi Menuhin School's (the School's) expectations regarding Guardianship.
2. The policy provides a pro-forma for the Parental Nomination of Guardian (to be completed by parents) and a Guardian's Agreement (to be completed by the Guardian) together with details of how communications between the School, the parents and the Guardian will operate.

Introduction

3. The Yehudi Menuhin School welcomes pupils from all over the world. We recognise that our international pupils spend a large proportion of each year with us and we try hard to create a "home from home" atmosphere in the boarding houses.
4. In order to ensure the safety and wellbeing of our pupils and to demonstrate compliance with statutory guidance from the UK Government's Department for Education (DfE) contained in the document "Keeping Children Safe in Education" (KCSIE), the school will monitor the effectiveness of all guardianship arrangements.
5. In this document, the term "**Guardian**" refers to an **Educational Guardian** and not a **Legal Guardian**. A Legal Guardian is appointed to care for a child when the parent has died, for example, whereas an **Educational Guardian** is someone who provides care and supervision out of school for an international pupil.
6. **Please note that the choice of guardian is entirely the responsibility of the parent, and the school accepts no legal responsibility for any guardianship arrangements. The school does, however, expect the guardianship arrangements to be satisfactory and to meet the expectations outlined in this document.**

Appointing an Educational Guardian

7. It is the responsibility of parents to appoint a Guardian. The School does not recommend any specific individual or agency.
8. The Guardian must be over 25 years of age and must reside in the UK, and live within two hours travelling time of the School. The School will not accept guardians who are students or who live in accommodation provided by another educational institution.
9. The Guardian must speak, read and write English. This is to ensure that communications between the School, Guardian and families, are clearly understood.

10. The Guardian may be a relative or a family friend who is well known to the child and someone with whom the child is happy to stay.
11. The Guardian must be made aware of and fully accept the requirements that the School has of guardians acting on behalf of pupils (see “Guardian Responsibilities” below). The Guardian must have these specific responsibilities delegated to them by the parent and must be willing and able to comply with them. The School recommends that parents have in place a proper agreement with the Guardian as to what the Guardian’s responsibilities are.
12. Parents must advise the School if the Guardianship arrangements change for their child, especially where there is a cessation of the existing arrangements.
13. Families who do not have a suitable contact in the UK should appoint a Guardian via a reputable Guardianship organisation. The School is not permitted to recommend any specific agency or organisation, but further information is available from the Association for the Education and Guardianship of International Students (AEGIS) www.aegisuk.net
14. A guardian must be appointed by the parents and the Parental Nomination of Guardian /Agency Form (Appendix A) completed and returned to the School before the start of the pupil’s first term. If the appointed guardian is considered to be unsuitable by the School, the School will advise parents of their concerns, and parents will be required to find a new guardian. Failure to appoint an appropriate guardian may result in the pupil being unable to attend the School for the relevant period.

Guardian Responsibilities

15. Guardians must be prepared to undertake, where necessary, the following responsibilities:
 - i. To provide a 24-hour point of contact for the parents, pupil, School (and host family if applicable).
 - ii. To provide pastoral and educational support and to communicate with the Housemistress, Housemaster or Registrar regarding the welfare of the pupil.
 - iii. To liaise with the School and parents over holiday arrangements.
 - iv. To be ready to accommodate and take responsibility for the pupil at short notice in case of emergency, such as if the pupil is ill or injured and needs to recover away from School or if the pupil is excluded for disciplinary reasons.
 - v. To provide suitable accommodation and facilities in order to enable the pupil to **continue their musical and academic studies** during periods of stay (which may not exceed 30 consecutive days) with the Guardian. This includes where it may be

necessary for the pupil to stay with the Guardian during an outbreak of infectious diseases.

- vi. To be familiar with School rules and relevant policies, including the pupil-parent handbook.
 - vii. To inform the School if they are going to be away from their UK home. They must ensure that the pupils' parents are also informed. There must not be any period of time where both the parents and Guardian are uncontactable whilst the pupil is in the care of the School.
 - viii. To advise the School immediately of any change of contact details.
 - ix. The Guardian must complete the "Guardian's Agreement" form (Appendix B) and return it to the School before the start of the pupil's first term.
 - x. To escort the pupil to non-emergency medical, dental or optician appointments, in the event that it is unavoidable to schedule them during term time
 - xi. To support the pupil's arrival and departure to and from school. This includes, as necessary, transportation to/from airport and overnight accommodation at the beginning and/or end of term.
 - xii. Should a pupil test positive for COVID-19 parents and/or Guardians will be immediately contacted to collect the student within two hours of being notified by the School.
16. Guardians are encouraged to maintain regular contact with the pupil and to attend School events such as concerts where possible.

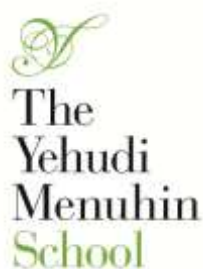
Data Protection

17. The School will process (i.e. collect, use, store share, delete) information relating to the Guardianship arrangements for each pupil. This will include, for example, contact details of the guardian, correspondence between the School and the guardian etc. Further details on how the School may process data relating to Guardians can be found in **P90.1 Privacy Notice for Parents & Pupils**, which also incorporates guardians. This Privacy Notice can be accessed via our School Website or is available upon request to the School.

List of Appendices

Appendix A - Parental Nomination of Guardian / Agency

Appendix B – Guardian's Agreement



Parental Nomination of Guardian / Agency

Full Name of Pupil	
Pupil's Date of Birth	
Title and Name of Guardian	
Guardian's relationship to pupil	
Address of Guardian (or guardianship agency)	
Is this the address where the pupil will be staying? If no, please provide this address	
Telephone Numbers :-	
Guardian's Home	
Guardian's Mobile	
Guardian's Work	
Guardian's Email address	

The above named person/agency is authorised by me/us to undertake the following responsibilities for my/our son/daughter throughout the time they are attending The Yehudi Menuhin School or until I authorise that the situation has changed:

1. To provide a point of contact on a daily basis throughout the School term and be ready to accommodate the pupil in case of an emergency, medical or otherwise, or in the unfortunate event of their being suspended from School.
2. To collect the pupil from School should they test positive for an infectious disease – including but not exclusively COVID-19.
3. To collect the pupil from School for the weekends/half term holidays and to provide an appropriate degree of care, supervision and facilities during that time.
4. To make suitable alternative arrangements if unable to accommodate the pupil.

5. To be involved in each and every arrangement for the pupil when residing away from School, for example when visiting the family of another pupil or friend.
6. To communicate all such travel details in writing to the Housemaster/Housemistress in relation to point 4.
7. To be ready to attend important meetings with the School on the parents' behalf (e.g. where there is a pastoral concern or behavioural issue)
8. To communicate with the Housemaster/Housemistress on a regular basis regarding the welfare of the pupil.
9. Where possible, to attend school events such as concerts on behalf of the parents.

I/We confirm that the above named person is over 25 years of age, is resident in the UK and speaks, reads and writes English. This person is not a student and does not live in accommodation provided by another educational institution.

OR

I/We confirm that the above named agency will provide my/our son/daughter with a guardian who is over 25 years of age, is resident in the UK and speaks, reads and writes English. This person will not be a student and will not live in accommodation provided by another educational institution.

I/We also undertake to notify the School in writing of any change of guardian or of guardianship agency and to provide contact details of the new guardian or agency.

I/We accept the School's terms and conditions regarding the appointment of a guardian for my/our child.

Name of Parent 1 (Block Capitals)	Signature of Parent 1
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Name of Parent 2 (Block Capitals)	Signature of Parent 2
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Date

I/We acknowledge that by completing this Parental Nomination of Guardian / Agency that we consent to the processing of this information by the School and that we have the necessary permission of the Guardian / Agency to share this information with the School. . (Further details can be found in P90.1 Privacy Notice for Parents & Pupils – available on our school website www.menuhinschool.co.uk)



Guardian's Agreement

Full Name of Pupil	
Pupil's Date of Birth	
Title and Name of Guardian	
Guardian's relationship to pupil	
Address of Guardian (or guardianship agency)	
Is this the address where the pupil will be staying? If no, please provide this address	
Telephone Numbers :-	
Guardian's Home	
Guardian's Mobile	
Guardian's Work	
Guardian's Email address	

I agree that the duties of an individual guardian / agency include the following responsibilities:

1. To provide a point of contact on a daily basis throughout the School term and be ready to accommodate the pupil in case of an emergency or in the unfortunate event of their being suspended from School.
2. To collect the pupil from School should they test positive for an infectious disease— including, but not exclusively, COVID 19.
3. To collect the pupil from School for the weekends/half term holidays and to provide an appropriate degree of care, supervision and facilities during that time.

