CLAYESMORE

EDUCATION GUARDIANSHIP POLICY

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1. Introduction

Clayesmore has a strong boarding ethos and greatly values the diversity that both its UK and International Students bring to the School's Community.

We very much value the input and the support of our Education Guardians. A guardian can provide support for boarders outside of school and boarding, a friendly voice in times of need, and a homely environment outside of school which helps boarders to have a well-needed break at times, as well as providing support at times of crisis.

Under the Children Act 1989, Clayesmore is required to safeguard and promote the welfare of students. During term time the School is responsible for a student's welfare and acts in *loco parentis*. However, there are times when the School must be able to hand over these parental responsibilities to an appointed Education Guardian.

For this reason, Clayesmore requires all of its boarding or day students whose parents or legal guardians do not live in the United Kingdom to have Education Guardians.

In addition to our Safeguarding responsibilities as outlined in the School’s Policy to Safeguard and Protect the Welfare of children who are students at Clayesmore, the School has particular responsibility under UKVI regulations for international students on our Child Student visa sponsorship, for whom we are responsible while they are living and studying in the United Kingdom.

We may request a change of Education Guardian or revision of the arrangement if it is felt necessary. It should be noted, for example, that the School does not consider unsupervised stays in hotels or bed and breakfast accommodation to be an acceptable level of accommodation or care.

2. Definitions

In this policy, the term 'Guardian' refers to an **Education Guardian**, which involves a delegation of parental responsibility, usually for short periods of time. This is distinct from a **Legal Guardian**, which refers to a person who is appointed by a court of law to care for a child when a parent or guardian has died, or to a person acting as a guardian of a child's estate. In this document the term 'School' shall refer to Clayesmore school attended by the student.

3. Appointing an Education Guardian

The appointed Education Guardian **MUST** be a British citizen or hold settled immigration status in the UK, such as Indefinite Leave to Remain, or EU Settled Status. The School will not accept guardians who are in the UK on a temporary visa (e.g. Student, Work, Visitor). This is in line with UKVI Child Student visa requirements.

- Guardians are appointed by parents. The School can advise parents on how to find a guardian, if required, but we do not appoint guardians
- The appointed Education Guardian must be over 25 years of age and be permanently resident in the UK; they must be within a reasonable travel distance to the school and must not be a full time student
- The appointed Education Guardian must be fluent in the English language and be able to provide a point of contact for the School, 24 hours a day.
- Parents should inform the School if the Guardian is related to the student and must give details as to how they are related, or whether the Guardian is an AEGIS Accredited or BSA Certified Guardian.
- Clayesmore staff are not permitted to serve as Educational Guardians or to be nominated as host families. This restriction also applies to partners and relatives of Clayesmore staff.
- Ideally the Guardian should be well known to the child, and be someone with whom the child feels happy and comfortable staying. An unacceptable Guardian arrangement would be one in which the environment is not warm, welcoming, or like a family home and/or where numerous young people are staying in one establishment which feels more like a hostel. For many students where the family does not have a suitable contact in the UK, it is expected that the parents will appoint a Guardian via a reputable organisation. It is important to note that the School does not recommend any specific agency or organisation, but would encourage parents to ensure that it is a member of either:

- The Association for the Education and Guardianship of International Students (AEGIS) - The

BSA's Certified Guardian Scheme

- In a crisis, if the House Parent or Deputy Head (Pastoral) are unable to contact parents, the Guardian may be needed to give permission for medical care. If neither parents nor Education Guardian can be contacted, the House Parent acts in *loco parentis* – as if they were the legal Guardian in the best interests of the child.
- If an appointed Guardian's details change during a student's time at Clayesmore, it is the parents' responsibility to ensure accurate updated contact details (telephone, mobile, email and full postal address) are communicated to the students' House Parent / Matron, as soon as possible, in order to ensure continuity of care.
- Guardians must be resident in the UK for the entire duration of the student's stay in Clayesmore and must have evidence of their right to remain in the UK. If an Education Guardian is leaving the UK, they and the student's parents should inform the school of alternative arrangements for the student's guardianship in their absence
- Guardians must be able to provide the documents listed in clause 4 below.

The School's Guardianship Agreement can be found in the Appendix to this policy. Both the Parent(s) of the student and the Education Guardian must complete and return the consent form before an Education Guardian can be assessed and confirmed by the School as an acceptable person to undertake the responsibilities outlined in this Policy.

Students who are required by this Policy to have an Education Guardian will only start at Clayesmore when a suitable Education Guardian has been appointed and the Guardianship Agreement (as set out in the Appendix hereto) has been signed by the parent(s) and the Education Guardian.

4. Identity Verification

4.1 Clayesmore has a duty to undertake appropriate checks on Education Guardians. Any person undertaking the responsibilities of Education Guardians is required to provide the following documents [for every adult member of the household over the age of 18], which provides proof of settled status. This is required for the purposes of identity verification and safeguarding:

- One form of photographic ID (eg. Passport, driving licence, national identity card)
- One proof of address (eg. Utility bill, mortgage or rental agreement)
- Evidence of their right to reside in the UK (eg Passport and Biometric Residence Permit card).

4.2 Where the Education Guardian is appointed by a guardianship agency, the agency will be required to confirm that:

- it has the evidence specified in 4.1 above, which should be in date for immigration documents
- it has completed all relevant safeguarding checks on the Education Guardian
- it is accredited either with AEGIS or BSA

4.3 A member of the Admissions team will endeavour to contact the Education Guardian to confirm the details given on the form are correct and that they are comfortable with the responsibilities they are undertaking. Where appropriate, the School may require to undertake home visits of Education Guardians.

5. Guardian Responsibilities

All Guardians must be prepared to undertake, where necessary, the following responsibilities:

- To provide a 24-hour point of contact throughout the School year.
- To be ready to accommodate and take responsibility for the student at short notice in case of emergency or crisis.
- To provide a home-like, safe and suitable accommodation for the student with an appropriate degree of care and supervision when they cannot be accommodated at Clayesmore and to liaise with the House Parent /Matron regarding these arrangements.
    - Occasions are likely to include, but are not restricted to:
    - ➢ Leave Weekends
    - ➢ Exeats, half-term breaks and longer holidays
    - ➢ Days at the start and end of term when a student's flights do not coincide with term dates
    - ➢ If a student is ill or injured and needs to recuperate away from the School
      ➢ If the School requires a student to leave for disciplinary reasons or because the School determines it to be in the student's best interests
    - ➢ Any other occasion when the student is released from the School
- To make suitable alternative arrangements if they are unable to accommodate the student themselves, and to inform both HouseParent and parents of the arrangements.
- To liaise with the School over all matters relating to the student's welfare, including pastoral, academic and medical care.
- To act with delegated parental authority in the case of an emergency or crisis and to make appropriate arrangements for medical care.
- Where possible, to attend important parent and teacher meetings or any other important meetings at the School on behalf of the parents.
- To notify the student's House Parent /Matron if they (the Guardian), is planning to leave the UK and to ensure that the student's parent(s) have appointed a suitable replacement/temporary guardian to act whilst they are outside the UK.

6. Private Fostering

Students under the age of 16 who stay with persons in the UK who are not their parents or close relatives for 28 days or more (consecutively) during term-time or school holidays, may be subject to the law on private fostering.
The School may be required to contact the relevant local authority to ensure appropriate safeguarding is in place.
'Close relative' for the purposes of UKVI is defined as a person aged over 18 who is the student's grandparent, brother, sister, step-parent, uncle (the brother or half-brother of the student's parent) or aunt (the sister or half-sister of the student's parent).

The School has a duty under the National Minimum Standards for boarding to inform the local authority in which a boarder is staying, should they be staying with anyone who is not a 'close relative' under the definition above for over 28 days.

Please note this includes some relatives including cousins which families may consider a 'close relative', but which are not covered by the above definition.

In such cases, the Local Authority may visit the family and undertake an assessment in order for the child to continue living with the Guardian. This assessment may involve requesting to meet all adult members of the family.

7. Homestay Arrangements

A Homestay arrangement is where the student's parent(s) appoint a person to take temporary responsibility for the safety and wellbeing of the student, for instance over a weekend or school holidays. This is normally arranged through the Education Guardian who will be expected to carry out all required safeguarding checks on the Homestay family. The School retains ultimate oversight and may request evidence of safeguarding checks for any homestay arrangement.

The parent(s) or the Guardian must provide the student's House Parent / Matron with details of the person(s) with whom the student is staying as part of the Homestay prior to the Homestay. These persons must be in the UK for the entire duration of the student's stay with them, be over 25 years of age and have the right to reside in the UK.

The Homestay host must take responsibility for the welfare of the student during their stay; remain contactable at all times; make House Parents/Matron aware of any welfare concerns and ensure that the student returns to School at the required time. As with Education Guardians, the Homestay provider should provide the identity documents outlined in Section 4 of this policy.

APPENDIX 1

GUARDIANSHIP AGREEMENT FORM

This is the Guardianship Agreement Form for the appointment of Education Guardian(s) (hereinafter referred to as the 'Guardian') for boarders who attend Clayesmore School, subsequently referred to as 'School'.
References to 'Head' shall mean the Head of Clayesmore School and/or the Deputy Head (Pastoral).

Student's Details:

Forename(s):_____

Surname:_____

Date of Birth: _____ Year Group:_____

Guardian's Details:

Forename(s): _____

Surname: _____

Home Address:_____

_____

Telephone: Mobile: _____ Work: _____

Email Address: _____

Please tick as appropriate:

- ☐ The Guardian is AEGIS Accredited
- ☐ The Guardian is BSA Certified

If the guardian is not AEGIS Accredited nor BSA Certified, please state the relationship to the student below,

_____

Guardian Duties

- To ensure that arrival and departure times comply with the School's published term dates and times
- To be a 24 hour point of contact in an emergency throughout the School year
- To arrange travel to and from School at beginnings and ends of terms, at half terms, and for exeats* (*where applicable)
- To submit all Leave Requests to the Senior Deputy using the School's iSAMS software.
- To arrange appropriate care and supervised accommodation for School holidays and exeats* (*where applicable)
- To notify the student's House Parent /Matron at the end of each half term of exact travel arrangements for the student's return to School
- To communicate with the School the travel arrangements of new students, ideally as soon as possible, and no later than a week before the start of term.
- To notify the student's House Parent /Matron at the start of the academic year, of the student's safe arrival in the UK and, if arriving before the opening of boarding houses, to arrange proper care and supervised accommodation.
- To communicate in place of the parent(s) with the School regarding the student's well being.

Guardian Regulations

1. A Guardian is normally the nominee of the parents, but the Head reserves the right to refuse to accept the nominee as a Guardian at any time should they feel that the person nominated was or has become unsuitable. In some exceptional cases, the Head may require boarders to be under the guardianship of an AEGIS Accredited or BSA Certified Education Guardian.
2. A Guardian must reside within a reasonable travelling distance of the School and they must have the right to reside in the United Kingdom.
3. A Guardian must be 25 years of age or over.
4. A Guardian is encouraged to attend all important occasions in the student's life at School. These include academic Parents' Evenings that are calendared. Online Parent Teacher meetings can usually be arranged if required
5. A Guardian is expected to inform the relevant House Parent / Matron if leaving the country at any point during term time and a temporary Guardian must be appointed before the period of absence commences.
6. A Guardian is expected to act in *loco parentis* in any involvement with the School and to assume the duties and responsibilities which entails providing a home for the student at weekends when required and during any School holidays in which the student is not returning to their home. Students are not permitted to stay in a hotel or residence without a responsible adult present, such an adult to be nominated by the parents.
7. If a Guardian is unable to accommodate a student then the student's House Parent / Matron must be informed of this before the holiday commences and any alternative

arrangements must be approved by the Head/House Parent/Matron.

8. A Guardian is expected to assume responsibility for the care of the student if they are suspended or if their removal is required from the School by the Head.
9. A Guardian is expected to assume responsibility for the care of the student if they are too ill to remain at School and on the recommendation of the School Nurse / Doctor is sent home. Should a student have diarrhoea and/or vomiting, they may be required to go home or to their guardian for a period of 48 hours from the last episode, in line with HPA advice, to prevent the spread of infection through the boarding house.
10. A Guardian is expected to assume responsibility for the care of the student if the School was to close in an emergency.
11. The School accepts no responsibility for any financial agreement or dealings between the parents and the Guardian.
12. Guardians are encouraged to attend the induction event held at the School on the day of the new student's arrival. If for some reason this is not possible, then an online meeting with the House Parent/Matron before the beginning of term, is a mandatory requirement.
13. Guardians must be prepared to provide character references if requested by the School.
14. If the student is to stay with a person(s) as part of a Homestay arrangement, the Guardian must notify the House Parent / Matron prior to the Homestay and ensure that the Homestay arrangements comply with the provisions of the School's Guardianship Agreement.

Students who are required by the School's Guardianship Policy to have an Education Guardian will only start at Clayesmore when a suitable Education Guardian has been appointed and this Guardianship Agreement has been signed by the parent(s) and the Education Guardian.

The Guardianship Agreement constitutes formal parental consent for the purposes of UKVI Child Student visa requirements, including accommodation, welfare, medical treatment, and emergency decision-making.

Guardian Declaration:

I have read and agree to comply with the Guardian Duties and Regulations stated above and the Clayesmore Policy on Education Guardianship.

I attach to this declaration details of my (and any other household member over 18) identity and proof of address, as outlined in section 4 of the Clayesmore Education Guardianship Policy.

I confirm that I, and any adult who resides in or is regularly present at the address where the student will stay, do not have any criminal convictions, are not currently under any safeguarding investigation or criminal proceedings in the UK or abroad.

I confirm that the student will reside at my private, non-commercial residence when in my care and that the accommodation is not part of a business such as a hotel, hostel, Airbnb, or guest house.

I confirm that I have been appointed by the child's parent(s) as the student's nominated guardian, and that I will act as the child's carer outside of term time and/or emergency contact in the UK, as required by the UKVI Student Sponsor Guidance (May 2025.)

Name / Title: _____

Proof of Settled Status Provided: _____

Signature: _____Date: _____

Parent Declaration:

I/We confirm that the appointed Guardian named above has agreed to undertake these responsibilities, is aged 25 and over and lives in the United Kingdom.

I/We understand that if I/we do not provide the details of the Guardian, or if the School does not consider the Guardian to be suitable, I/we will be required to choose a Guardianship Agency from the School's recommended Guardianship Agency list.

In an emergency where the Guardian cannot be contacted, the School will make appropriate arrangements with a Guardian of their choice and charge me/us accordingly.

Parent 1:

Name / Title: _____

Signature: _____Date: _____

Parent 2:

Name / Title: _____

Signature: _____Date: _____