



Change in Family Circumstances Policy

1. BACKGROUND

- 1.1 The overarching aim of this policy is to identify the rights and obligations of the School where there is a change in a Child's family circumstances.
- 1.2 It also sets out the obligations Parents have in respect of keeping the School fully informed of the family circumstances in which a Child lives.
- 1.3 It is devised to minimise the time spent by Staff in dealing with disputes between Parents and also to avoid the School becoming embroiled in family conflict.
- 1.4 It is designed to encourage Parents to cooperate with each other and focus on the best interests of their Child. It places the onus on Parents (not the Child) to tell the School about any changes in a Child's home life which could affect that Child's life both in and out of School.
- 1.5 It reflects the emphasis the School places on the importance of maintaining a constant dialogue with Parents. However, the policy also has to recognise the contractual and statutory restraints that are placed on the School and that circumstances will arise where the School's duties to Parents will vary according to the status of a particular Parent.
- 1.6 It is the School's intention that the policy will be reviewed annually.
- 1.7 Finally, and most importantly, this policy has at all times been written with the best interests of the Child in mind.

2. DEFINITIONS

- 2.1 The definitions as set out below will apply in this policy.

Acceptance Form	the form, signed by Parents, accepting a Child's place at the School and agreeing to the Terms and Conditions;
Child	means a child of whatever age admitted by the School to be educated, and includes any pupil aged 18 or over;
Contracting Parent	a Parent who signed the Acceptance Form and remains a contracting party to the Parent Contract;



Parent	<p>for the purpose of this policy, "Parent" means any person who has, or had, whether legally or otherwise, responsibility for elements of a Child's life and this can include (although this is not an exhaustive list):</p> <ul style="list-style-type: none">• a person with Parental Responsibility (this term is defined below) for a Child;• the spouse or civil partner of a person with Parental Responsibility for a Child;• the cohabitee of a person with Parental Responsibility for a Child;• a family member of a Child who has day to day care of them (for example, sibling or grandparent);• a court appointed guardian; or• a foster carer; <p>(note that for the purposes of this policy, Parent refers to both those with Parental Responsibility and those without);</p>
Parent Contract	means the contract entered in to between Parents and the School in connection with the supply of Educational Services;
Parental Responsibility or PR	has the meaning given to it in paragraph 4;
Primary Parent Contact	a Parent with Parental Responsibility who is the School's primary point of contact appointed in accordance with paragraph 6;
Resident Parent	a Parent who shares the same home with a Child, whether that Child spends every night at that home, or only some;
School	The Leys School;



Staff

any member of the teaching and support staff employed by the School.

3. POLICY AIMS AND OBJECTIVES

This policy aims to facilitate:

- 3.1.1 creating the conditions in which Parents experiencing family difficulties are able to speak, in confidence, to Staff so as to alert the School of any issues or circumstance which may affect a Child's life at School;
- 3.1.2 enabling the School to handle personal situations affecting a Child fairly, impartially and sensitively;
- 3.1.3 ensuring that the best interests of a Child are always at the heart of any decision affecting that Child;
- 3.1.4 preserving the School as a safe place for a Child, both physically, emotionally and mentally; and
- 3.1.5 providing a Child with the required reasonable support as they may need in such circumstances.

4. PARENTAL RESPONSIBILITY

- 4.1 The concept of PR is important to the operation of this policy; it is important that Parents are clear as to whether they do, or do not, have PR in respect of a child. This paragraph seeks to provide some guidance as to how PR operates, but if a Parent has any doubts over whether they do, or do not, have PR in respect of a child they should seek legal advice at the earliest opportunity.
- 4.2 PR refers to the bundle of rights, duties, powers and obligations that an adult may have in respect of a child. More than one person may have PR for a child at the same time and those who do have PR are responsible for the care of that child and for making decisions about its life. For example, decisions about its accommodation, medical treatment or education.
- 4.3 It is important to note that it is possible that a child's biological parents may not have PR for that child. For example, PR can be granted, or removed, by courts as well as vary according to the nature of the child's conception.
- 4.4 In general, the following applies (but note that this is not an exhaustive list):
 - 4.4.1 where the child has a mother and father who are married to each other at the time of birth, both will have PR;



- 4.4.2 where the child has a mother and father who are unmarried at the time of birth, only the mother automatically has PR but the father can acquire it through: subsequently marrying the mother; being registered as the child's father on the child's birth certificate (provided the child was born after 01 December 2003); entering in to a PR agreement; or by way of a court order;
- 4.4.3 where Parents are same-sex partners who were civil partners at the time of the treatment (e.g. donor insemination or fertility treatment), both they and the mother will have PR;
- 4.4.4 where Parents are same-sex partners who were not civil partners at the time of the treatment (e.g. donor insemination or fertility treatment), only one parent and the mother will automatically have PR;
- 4.4.5 a person can acquire PR for a child if they: marry, or enter into a civil partnership with that child's mother or father and either:
 - 4.4.5.1 enters into a PR agreement with their spouse, or civil partner;
 - 4.4.5.2 or obtains a court order; or
- 4.4.6 persons who adopt a child, become a child's guardian or obtain an appropriate court order can also acquire PR.

5. PARENTS' DUTY TO INFORM

- 5.1 To enable the School to fulfil its duty of care to a Child, it is important that the School is kept fully up to date as to that Child's family and home-life circumstances.
- 5.2 It is the duty of all Parents to, at all times, keep the School up to date in respect of:
 - 5.2.1 the names, addresses and contact details of those with PR;
 - 5.2.2 the address of the Child's home, or if the Child shares its residence across two or more homes, the address of each home and the Child's regular pattern of residence;
 - 5.2.3 the names and contact details of all Resident Parents;
 - 5.2.4 any changes in the family circumstances affecting the Child, including where Parents divorce or separate and any court-imposed arrangements; and
 - 5.2.5 any new or updated court orders or legal arrangements to the extent that such court orders or legal arrangements affect the life of the Child.



- 5.3 The School has the right to ask for any evidence and undertake all such actions, as it sees fit, to verify that the information provided by Parents is correct (including requesting to see ID or other photographic evidence).
- 5.4 Specifically, if arrangements in respect of a Child are set out in a court order or legal agreement (including how the School is to interact with Parents), the School must receive a certified copy of the court order or legal arrangement as soon as possible.
- 5.5 Note that the School shall not be obliged to comply with any instructions in respect of how it is to interact with Parents, or a Child contained within a letter from a solicitor or other legal advisor unless the School receives the express written consent of all parties involved to the School adhering to such instructions.
- 5.6 Where Parents make a request to the School or give the School instructions or notice of any arrangement, the request, instruction or arrangement must be agreed between each Parent and be presented to the School as a joint position. The School will not consider any agreement, request or instruction that is not so agreed between the Parents unless the School believes it is in the best interests of the Child to do so.

6. SCHOOL PROCEDURES

- 6.1 When the School is notified of a change in a Child's family circumstances, the School (unless there is a good reason not to do so) will request an email address from each Parent, if not already provided to the School. The School will then seek confirmation from each Parent as to how they wish to receive communications in respect of which they have a right to receive.
- 6.2 If there is a change in a Child's family or home life, the Resident Parent with PR shall be appointed the Primary Parent Contact. Where a Child regularly stays at two or more homes, the Primary Parent Contact shall be the Resident Parent with PR with whom the Child stays for the majority of the time.
- 6.3 By written agreement of all Parents with PR, the Primary Parent Contact can be changed. If all Parents with PR do not agree, the School has the right, acting in its absolute discretion, to determine the Primary Parent Contact.
- 6.4 When the School needs to communicate with Parents about a Child it will, in the first instance, contact the Primary Parent Contact.
- 6.5 If the School is unable to contact the Primary Parent Contact, it shall use its discretion to contact an appropriate alternative person.
- 6.6 If there is a serious concern about a Parent abducting a Child and/or leaving the country with a Child, those Parents with the power to do so should seek a court order to



determine residence/ contact issues and should provide the School with a copy of such order as soon as possible.

7. CHILD'S INPUT

Where the School is of the view that a Child is of sufficient maturity and understanding, and taking into account data protection legislation and safeguarding, they may be consulted (if appropriate) in respect of any decision the School may make in respect of a sensitive familial matter.

8. PROVISION OF INFORMATION

8.1 In general, the School will provide information about the Child to the Contracting Parents only. However, if requested by all Contracting Parents in writing to do so, the School will provide information about the Child to third parties.

8.2 Note that 8.1 is subject to:

- 8.2.1 the terms of any court order (which shall take precedence in all circumstances);
- 8.2.2 any legal agreement;
- 8.2.3 the Education (Independent School Standards) Regulations 2014;
- 8.2.4 the terms of the School's Child Protection (Safeguarding) Policy;
- 8.2.5 the wishes of the Child (where the Child is of sufficient age and maturity to understand the situation at hand);
- 8.2.6 data protection regulations; and
- 8.2.7 the School's discretion (acting in the best interests of the Child).

9. REQUESTS FOR INFORMATION AND INSTRUCTIONS TO THE SCHOOL

9.1 The School shall only be obliged to disclose information about a Child to a third party by way of a properly served court order and only to the extent that the order requires the School to do so, or if consent has been received from the Parent or Child to disclose the information.

9.2 The School will consider requests for information from third parties, other than by means of a court order, on a discretionary case by case basis and this includes requests from



Social Services, solicitors and psychologists. In considering any such requests the School shall have regard to all its other policies to the extent to which they relate to the request.

- 9.3 Staff shall not be obliged to attend any court proceedings unless compelled to do so by way of a validly served court order.
- 9.4 The School shall not act on the instruction of one Parent to in any way intentionally limit or fetter the rights of another, unless it receives the express written consent of all Parents or a valid court order.

10. RESPONSIBILITIES OF THE SCHOOL AND STAFF

- 10.1 Staff, on request from the Child or their Parent, will provide reasonable advice and support a Child to help that Child deal with changes in their home and family life.
- 10.2 If the School considers the Child needs counselling or medical support, then the School can request that the parents arrange such counselling or medical support.
- 10.3 The School will ensure that Staff are, by prior appointment, available to meet with parents and discuss any issues. For the avoidance doubt, nothing shall oblige the School to inform any Parent that it is meeting, separately, with another Parent unless the School determines that such notification is in the Child's best interests and any information in respect of the meeting given to another Parent shall be given at the relevant member of Staff's discretion (acting in accordance with this policy).
- 10.4 When faced with issues of separation and family change, Staff will:
- 10.4.1 act objectively, sensitively, fairly and impartially in respect of all Parents involved;
 - 10.4.2 not make judgements about particular circumstances, nor will they make known any personal opinions they have in respect of Parents or the particular circumstances in question;
 - 10.4.3 if requested and agreed by all Parents involved, advise Parents individually of any School meetings they are entitled to attend, in line with the terms of this policy;
 - 10.4.4 in exceptional circumstances and as a last resort, enable Parents to attend meetings separately;
 - 10.4.5 only provide information to other Staff on a need to know basis (unless the Parents agree otherwise) and in compliance with any of the School's other policies including the Child Protection (Safeguarding) Policy; and



- 10.4.6 in respect of the day-to-day care of the Child, comply with the wishes and instructions of the Primary Parent Contact.
- 10.5 Where it becomes apparent to Staff that the relationship between Parents is adversely impacting on the health, wellbeing and/or safety of a Child, the School will consider putting in place, or requesting the parents' arrangement of, such support for the Child as it considers reasonably necessary.
- 10.6 The School's safeguarding procedures and policies shall be invoked where the circumstances so warrant.
- 10.7 Parents who have any concerns over the actions of Staff should speak to the relevant head of department.

11. COURT ORDERS AND OTHER LEGAL AGREEMENTS, INCLUDING THOSE RELATING TO PARENT CONTACT WITH A CHILD AT SCHOOL

This section only applies where there is a court order or other legal agreement in place which relates to who is permitted to have contact with a Child and/or any other matters which the School should reasonably be made aware of.

- 11.1 The Primary Parent Contact is responsible for providing the School with copies of any court orders, or other legal agreements, in respect of (or relating to) the Child's living and/or family contact arrangements; the Child's education, welfare, and/or upbringing; and/or the payment of fees and/or extras). This includes court orders, or other legal agreements, which place restrictions on individuals in respect of their contact with a Child (including who is, and is not, permitted to collect a Child from School). On receipt of copies of any such court order or legal agreement, the School shall do all that it reasonably can to prevent any individual named in such court order or legal agreement from having contact with a Child on the School's premises.
- 11.2 Subject to any court order or other legal agreement, if the School acting in its absolute discretion and in the best interests of the Child thinks it appropriate, the School shall permit the relevant individual to speak to the Child but shall supervise any such conversation.
- 11.3 In extreme circumstances, the School will contact the Police if Staff reasonably believe that a Child has been abducted by a Parent or other individual, or that abduction is likely to occur.
- 11.4 Similarly, the School will contact the Police when any Parent or other individual on School property, or otherwise, acts in a threatening or violent manner in respect of any Staff or Child.