

Education Guardianship Policy

1. Introduction

- 1.1. The Stephen Perse Foundation (the **Foundation**) greatly values the diversity that both our UK and international students bring to the Foundation's School's community.
- 1.2. Under the Children Act 1989, the Foundation is required to safeguard and promote the welfare of students. During term time the Foundation is responsible for a student's welfare and acts in loco parentis. However, there are times when the Foundation must be able to hand over these parental responsibilities to an appointed Education Guardian. If, at any point, during the student's time at the Foundation, the Foundation has concerns about the suitability of an Education Guardian or guardianship arrangement, the parents will be informed.
- 1.3. The Foundation may request a change of Education Guardian or revision of the arrangement. If the Foundation continues to have concerns about the student's Education Guardianship arrangements, the student could be asked to leave the Foundation. It should be noted, for example, that the Foundation does not consider unsupervised stays in hotels or bed and breakfast accommodation to be an adequate level of accommodation or care.
- 1.4. Students who are sponsored by the Foundation under its UK Visas and Immigration (UKVI) licence to sponsor students may not live with their Education Guardian. They must live either in boarding or with their parents.

2. Scope

- 2.1. This policy applies to all parents of students at the Foundation, or those who are legal guardians of students at the Foundation, who are normally resident outside the UK.

3. Education Guardianship

- 3.1. Parents of students at the Foundation who are resident outside the UK must appoint an Education Guardian for their child in the UK. This is the case for all students, irrelevant of age. This policy provides information on education guardianship and also includes the education guardianship form which all parents who reside overseas are expected to complete.

4. Definitions

- 4.1. In this document, the term 'Education 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 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.

5. Why must an Education Guardian be appointed?

- 5.1. It is usual for independent schools to insist that overseas parents appoint Education Guardians for their children whilst they are at school in the UK. This is to ensure that there is somebody in the UK who can take responsibility for the child or young person and provide them with care and support when they are not in the care of the school. The Education Guardian should also be given legal authority to act on behalf of the parent in all respects.
- 5.2. The Education Guardian's responsibilities usually include caring for the student as would a responsible and caring parent by, for example, being in regular contact with the student and providing advice and support as necessary. The Education Guardian will need to care for the student and take responsibility for the student if he / she is unwell, suspended or otherwise released from the Foundation. Responsibilities also include being authorised to make certain decisions concerning the student on the Parents' behalf, for example decisions regarding emergency medical and dental treatment and matters of a disciplinary nature.
- 5.3. Students are not permitted to remain in residence at school during school holidays or half terms, as published in the School Calendar, as there is no provision for appropriate supervision during school holidays. The Education Guardian may provide accommodation for the student, or the student may be accommodated elsewhere.

6. Who can be an Education Guardian?

- 6.1. An Education Guardian may be a family member, a family friend, a guardianship agency, a host family, or other responsible adult based in the UK.
- 6.2. Most overseas parents use a guardianship agency to act as an Education Guardian.
- 6.3. Guardianship agencies typically arrange accommodation as well as acting as Education Guardian for their students. Guardianship agencies will usually arrange accommodation for their students through host families, although sometimes other accommodation options will be used. Host families will then be responsible for providing the day to day care of the student, accommodation and meals. If the guardianship agency arranges accommodation for the child or young person, the agency will be responsible for ensuring the quality and safety of the accommodation including the necessary recruitment (DBS) checks.

7. How is an Education Guardian appointed?

- 7.1. The responsibility for choosing an appropriate Education Guardian rests solely with the parents. The parents are responsible in each case for satisfying themselves as to the suitability of an Education Guardian although the Foundation reserves the right to take appropriate steps to ensure that children are safe and that the guardianship arrangement is promoting the physical and emotional wellbeing of the child.
- 7.2. It is expected that the parents will appoint an Education Guardian via a reputable organisation, preferably a member organisation of the Association for the Education and Guardianship of International Students (**AEGIS**). AEGIS is the authoritative association for inspecting and accrediting guardianship agencies in the UK. AEGIS can be contacted via their website: www.aegisuk.net. It is important to note that the Foundation does not recommend any specific agency and parents are required to make their own checks into the suitability of any agency. The Foundation is not able to arrange the appointment of an Education Guardian and is not able to arrange accommodation other than boarding accommodation for any students.

8. Education Guardianship Agreement

- 8.1. Parents who reside outside of the UK are expected to complete an education guardianship form (see below) which provides the Foundation with full details of the Education Guardian and the responsibilities which the parents have delegated to them.
- 8.2. Parents must inform the Foundation of the name and contact details of any appointed Education Guardian and must also inform the Foundation immediately if there are any changes to any details relating to the Education Guardian.

9. Appointing an Education Guardian

- It is the parents' responsibility to appoint an Education Guardian; the organisation and selection process rests solely with parents.
- The appointed Education Guardian must be over 25 years of age and be permanently resident in the UK; they must be able to be at the Foundation within two hours, if requested.
- The appointed Education Guardian must be fluent in the English language and be able to provide a point of contact for the Foundation at all times.
- Ideally the Education Guardian should be a relative or family friend who is well known to the child, and be someone with whom the child feels happy and comfortable staying.
- For many students where the family does not have a suitable contact in the UK, it is expected that the parents will appoint an Education Guardian via a reputable organisation. It is important to note that the Foundation does not recommend any specific agency or organisation, but would encourage parents to ensure that it is a member of the Association for the Education and Guardianship of International Students (AEGIS). AEGIS can be contacted via their website: www.aegisuk.net.

- In a crisis, if the Principal, Vice Principal or Head of Boarding are unable to contact parents, the Education Guardian will have to give permission for medical care. If neither parents nor the Education Guardian can be contacted, the Principal is empowered to act in loco parentis – as if they were the legal Guardian.
- If an appointed Education Guardian changes during a student’s time at the Foundation, it is the parents’ responsibility to ensure accurate updated contact details (telephone, mobile, email and full postal address) are communicated to the Foundation as soon as possible, in order to ensure continuity of care.

10. Private fostering

10.1. Private fostering is when a child or young person under 16 years of age, or 18 years of age if disabled) goes to live with someone for 28 days or more by private arrangement with someone who is not a:

- Parent;
- Close relative (brother, sister, aunt, uncle, grandparent or step parent); or
- Legal guardian or a person with parental responsibility.

10.2. In these circumstances the Foundation has a legal duty to refer to the local authority. For more information please follow this link:

<https://www.safeguardingcambspeterborough.org.uk/children-board/parents-carers/private-fostering/>

11. Education Guardian responsibilities

11.1. All Education 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 safe and suitable accommodation for the student with an appropriate degree of care and supervision when they cannot be accommodated at the Foundation and to liaise with the Head of Boarding regarding these arrangements. Occasions are likely to include, but are not restricted to:
 - 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 Foundation

- If the Foundation requires a student to leave for disciplinary reasons or because the Foundation determines it to be in the student’s best interests
- Any other occasion when the student is released from the Foundation
- To make suitable alternative arrangements if they are unable to accommodate the student themselves, and to inform both the Head of Boarding and parents of the arrangements.
- To liaise with the Foundation 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.
- To attend important parent and teacher meetings or any other important meetings at the Foundation on behalf of the parents.

Reviewed: May 2022

Version Control

Date of adoption of this policy	25 March 2021
Date of last review of this policy	May 2022
Date for next review of this policy	Spring term 2023
Policy owner	The Head of Boarding
Authorised by	The Principal and Vice Principal

Appendix 1 - Education Guardianship Form

Please read the Education Guardianship Policy before completing this form.

If parent(s) of students at the Stephen Perse Foundation (the **Foundation**) are resident outside the UK, the parent(s) must appoint an Education Guardian for the student who is based in the UK. This form must be completed to inform the Foundation of the Education Guardian appointed. Please complete two copies of this form and return one copy to the Admissions Registrar. Please keep the second copy for your records.

Child’s details (Child)
Full name

Date of birth
Parent(s) details (Parent(s))
Mother's full name Father's full name Address

General

1. I/We confirm that I am/we are the Parent(s) of the above named Child and that I/we have parental responsibility for the Child in accordance with the Children Act 1989.
2. I/We hereby acknowledge that we are required as a condition of our Child's place at the Foundation to appoint an Education Guardian.
3. I/We acknowledge that by completing this form and returning it to the Foundation I am/we are confirming the details of the Education Guardian I/we have appointed for the above named Child while he/she is a student at the Foundation and that should the arrangements detailed below change I/we will notify the Foundation in writing immediately.
4. I/We acknowledge that the Foundation has taken no part in the selection or appointment of the Education Guardian named on this form and that I/we have satisfied myself/ourselves that the Education Guardian is suitable to be responsible for the Child's welfare in the manner described.
5. I/We acknowledge that I am/we are satisfied with the insurance arrangements which have been put in place for the Child when they are in the care of the Education Guardian.
6. I/We understand that the Foundation will not, unless negligent, be liable in respect of injury, loss, damage or costs arising out of or in any way connected with this Education Guardianship appointment.

Appointment

7. I/We have appointed the Education Guardian named below to act on my/our behalf in all matters concerning the safety and welfare of the above named Child whilst they are attending the Foundation.

8. I/We confirm that I/we have made arrangements to cover the costs associated with performance of the role of Education Guardian.

Authorisation

9. I/We have authorised the Education Guardian named below to:

- attend the Foundation premises in case of emergency and if deemed necessary by the Foundation provided that the Education Guardian informs the Parent(s) of what has happened immediately;
- make all necessary travel arrangements including collecting the Child from the appropriate airport or railway station and delivering them to the Foundation and collecting the Child from the Foundation and delivering them to the appropriate airport or railway station at the beginning and end of term;
- ensure the Child attends school punctually each day in accordance with the Foundation’s timetable;
- collect and accommodate the Child in their home in the evening and at weekends during the school term, as required;
- collect and accommodate the Child in their home in the event that the Child is unwell and unable to attend school;
- collect and accommodate the Child in their home in the event that the Child is excluded for non-payment of fees or suspended for disciplinary or other reasons;
- collect and accommodate the Child in their home at half-term and during holidays and at the beginning and end of term if required;
- arrange and, if appropriate, attend medical appointments for the Child;
- provide consent for the Child to receive emergency medical treatment if necessary;
- liaise with the Principal and Head of Boarding in connection with matters related to health, welfare and educational progress of the Child;
- pay all legitimate expenses incurred for the Child by the Foundation and by the Child themselves;
- attend Foundation events including, for example, parents' meetings, Speech Day, as well as sports fixtures, concerts and other performances in which the Child is participating.

Education Guardian
Full name

Date of birth

Address

Home telephone number

Mobile number

Email address

Relationship to the Child

Agreement

10. By signing this form the Education Guardian confirms his/her acceptance of this appointment by the Parent(s) as Education Guardian of the above named Child and confirms that he/she has agreed with the Parent(s) to comply with the requirements listed above.
11. The Education Guardian confirms that he/she has agreed with the Parent(s) to take personal responsibility for the Child to the extent required and authorised above and will not delegate any of his/her responsibilities without prior written consent from the Parent(s).
12. The Education Guardian confirms that he/she has agreed with the Parent(s) to notify the Parent(s) (and, if applicable, the Foundation) immediately in the event of any emergency involving the Child.
13. The Education Guardian confirms that he/she has agreed with the Parent(s) to notify both the Parent(s) and the Foundation immediately if he/she is no longer willing or able to continue as the Child's Education Guardian.

Signatures

Father

Date

Mother

Date

Education Guardian

Date

