



Rugby School

## Education Guardianship Policy

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September 2021

## Responsibility for updating this policy: Deputy Head

### Relevant Guidance & Related Policies

Children Act 1989

The Education (Independent School Standards) Regulations 2014

Boarding Schools: National Minimum Standards 2015

‘Standard Terms and Conditions’

‘Safeguarding and Child Protection Policy’

### Scope

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

### References

This policy should be read alongside the ‘Standard Terms and Conditions’ and the ‘Safeguarding and Child Protection Policy’.

### Education Guardianship

Parents of students at Rugby School (the **School**) 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.

### Definitions

The following definitions apply:

**Guardian:** The technical meaning of guardian refers to a person who is appointed to care for a child because the parent or guardian has died, or to a person acting as a testamentary guardian or a guardian of the child's estate. We will refer to this type of guardian as a **Legal Guardian**. The second, informal meaning arises where there is simply a delegation of parental responsibility and we refer to this as an **Education Guardian**.

**Parental Responsibility:** This expression means the whole raft of rights and duties which a parent has in relation to their child. Married parents, Legal Guardians and those with court orders have parental responsibility. Unmarried fathers may acquire parental responsibility by agreement, by registering the birth jointly with the mother or by Court Order but they do not obtain such responsibility automatically. A number of people can have parental

responsibility at the same time. Parent and Legal Guardians do not lose it when others or a local authority acquire it (except in adoption cases).

**Delegating Parental Responsibility:** A person who has parental responsibility may arrange for some or all of it to be met by one or more persons acting on their behalf, such as a nanny, Educational Guardian or a boarding school.

### **Why must an Education Guardian be appointed?**

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.

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 School. 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.

The Education Guardian may provide accommodation for the student, or the student may be accommodated elsewhere. Students are not permitted to remain in residence at school during school holidays or leave-out weekends, as published in the School Calendar, as there is no provision for appropriate supervision during school holidays or leave-out weekends.

### **Who can be an Education Guardian?**

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.

Most overseas parents use a guardianship agency to act as Education Guardian.

Guardianship agencies typically arrange accommodation as well as acting as Educational 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.

### **How is an Education Guardian appointed?**

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.

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](http://www.aegisuk.net). It is important to note that the School does not recommend any specific agency and parents are required to make their own checks into the suitability of any agency. The School is not able to arrange the appointment of an Education Guardian and is not able to arrange accommodation for any students.

### **Education Guardianship Agreement**

Parents who reside outside of the UK are expected to complete an education guardianship form (see below) which provides the School with full details of the Education Guardian and the responsibilities which the Parents have delegated to them.

Parents must inform the School of the name and contact details of any appointed Education Guardian and must also inform the School immediately if there are any changes to any details relating to the Education Guardian.

### **Lodgings and Monitoring**

The School will have regard to The National Minimum Standards for Boarding Schools (2016) – Standard 20. Any lodgings arranged by the school to accommodate students must provide satisfactory accommodation and supervision. They will be checked before use and monitored by the school during use including annual checks.

Every school term a member of school staff will discuss the lodging arrangements with each student who has an education guardianship arrangement made by the school. This discussion will be recorded in writing and action taken on concerns or complaints.

### **For Arnold Foundation Students from Hong Kong**

Exclusively for this small group of students, the Rugby School Development Office will take responsibility for overseeing guardianship arrangements. The responsibility for the selection of these guardians will lie with the Development Director in consultation with The Lee Hysan Foundation.

Travel arrangements for this group of students will be made by the Rugby School Development Office in consultation with the guardians and with the students.

These guardians, and other members of their households, will be required to undergo the checks required by the National Minimum Standards for Boarding, including the relevant DBS checks. Rugby School Human Resources Department will undertake to ensure that these

guardians are recorded on the Single Central Register and will ensure that an appropriate officer of the school visits the accommodation provided by the guardians before the student joins the school in order to satisfy themselves that the arrangement is suitable and meets relevant legislation.

Guardians appointed by Rugby School for this group of students are expected to fulfil the requirements for all guardians under the terms of this policy. In the event that an Arnold Foundation guardian cannot host a student they may not make their own arrangements for that student to stay with other families. These arrangements must be made either a) by the Development Office at Rugby School if another guardian with DBS checks can host or b) by the parents of the Hong Kong student concerned if another family will host.

### **Private fostering:**

Private fostering is when a child or young person under 16 years of age 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)
- Guardian or a person with parental responsibility

In these circumstances the School has a legal duty to refer to the local authority. For more information please follow this link: <http://www.warwickshire.gov.uk/privatefostering>

### **Update and Review**

This policy will be reviewed by the Assistant Head (Houses) from time to time and at least every two years.

Authorised: Risk, Compliance and and Safeguarding Committee:	22 September 2021
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### Education Guardianship Form

If Parent(s) of students at Rugby School (the **School**) 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 School of the Education Guardian appointed.

Please complete two copies of this form and return one copy to the Housemaster/ Housemistress (**Hm**).

Please keep the second copy for your records.

Child's details (Child)	
<b>Full name</b>	.....
<b>Date of birth</b>	..... <b>Year</b> .....
<b>House</b>	.....
Parent(s) details (Parent(s))	
<b>Mother's full name</b>	.....
<b>Father's full name</b>	.....
<b>Address</b>	
<b>Telephone number</b>	.....
<b>Fax number</b>	.....
<b>Mother's mobile number</b>	.....

**Mother's e-mail address** .....

**Father's mobile number** .....

**Father's e-mail 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 **School** to appoint an Education Guardian.
- 3 I/We acknowledge that by completing this form and returning it to the School 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 School and that should the arrangements detailed below change I/we will notify the School in writing immediately.
- 4 I/We acknowledge that the School 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 School 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 School.
- 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 School premises in case of emergency and if deemed necessary by the School 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 School and collecting the Child from the School 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 School's timetable
  - collect and accommodate the Child in their home in the evening and at weekends during the school term
  - 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 Head Master and Hm in connection with matters related to health, welfare and educational progress of the Child
  - pay all legitimate expenses incurred for the Child by the School and by the Child themselves
  - attend School 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	
<b>Full name</b>	.....
<b>Date of birth</b>	.....
<b>Address</b>	..... .....
<b>Telephone number</b>	..... <b>Fax number</b> .....
<b>Mobile number</b>	.....
<b>E-mail address</b>	.....
<b>Relationship to the Child</b>	.....

### 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 School) 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 School immediately if he/she is no longer willing or able to continue as the Child's Education Guardian.

Signatures			
<b>Father</b>	.....	<b>Date</b>	.....
<b>Mother</b>	.....	<b>Date</b>	.....
<b>Education Guardian</b>	.....	<b>Date</b>	.....