

# Stephen Perse

Foundation

## Educational Guardianship Policy

### Contents

1. [Introduction](#)
2. [Aims](#)
3. [Regulatory Framework](#)
4. [Why must an Educational Guardian be appointed?](#)
5. [How is an Educational Guardian appointed?](#)
6. [Who can be an Educational Guardian and what are their responsibilities?](#)
7. [Sponsorship Duties](#)
8. [Private fostering](#)
9. [Educational Guardianship Agreement](#)
10. [Related Policies](#)

[Annex 1: Educational Guardianship Agreement](#)

## **1. Introduction**

- 1.1. This is the Educational Guardian Policy for the Stephen Perse Foundation (the **School**).
- 1.2. All students with parents living outside the UK, or who spend extended periods of time abroad, must have an Educational Guardian while studying at the School. Educational guardianship provides another means of support for such students while their parents are abroad and allows them to have another adult outside of school who they can turn to for assistance and advice, and who will provide accommodation when the School is closed, or in other unplanned circumstances, and it may be impractical to travel home.
- 1.3. The School believes effective educational guardianship to be essential to a successful boarding experience and places the highest priority on ensuring that boarders of all ages have access to the support they need.
- 1.4. This policy provides information on educational guardianship and also includes the educational guardianship agreement which all parents who have appointed an Educational Guardian and the appointed Educational Guardian himself/herself, are required to complete.

## **2. Aims**

- 2.1. The aims of this policy are to:
  - explain the School's requirements and expectations relating to educational guardianship;
  - explain the limits of the School's involvement in appointing educational guardians or arranging educational guardianship;
  - demonstrate the School's commitment to the safety and welfare of its students;
  - set out the steps taken by the School to ensure that each educational guardianship arrangement promotes the welfare, physical wellbeing and emotional wellbeing of the boarder
  - ensure the School complies with its legal obligations as an independent school and Child / Student Sponsor.

## **3. Regulatory Framework**

- 3.1. This policy has been prepared to meet the School's responsibilities under the:
  - Children Act 1989
  - Education (Independent School Standards) Regulations 2014
  - Boarding Schools: National Minimum Standards (NMS) 2022
  - Education and Skills Act 2008
  - Safeguarding Vulnerable Groups Act 2006
  - Children (Private Arrangements for Fostering) Regulations 2005
  - Child Student visa immigration system, including the Immigration Rules.
- 3.2. This policy has regard to the following guidance and advice:
  - Keeping children safe in education (KCSIE) (DfE, September 2024);
  - Student sponsor guidance: Document 2: Sponsorship duties (Home Office, July 2023).

#### **4. Why must an Educational Guardian be appointed?**

- 4.1. It is necessary for independent schools to insist that parents who are living, or spending extended periods of time, overseas appoint an Educational Guardian for their child 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 student and promote their welfare, physical wellbeing and emotional wellbeing when they are not in the care of the School. The Educational Guardian should also be given legal authority to act on behalf of the parent in all respects.
- 4.2. The Educational 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 Educational Guardian will need to care for the student and take responsibility for the student if they are unwell, suspended or otherwise released from the 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.
- 4.3. 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 Educational Guardian is expected to provide or arrange accommodation for the student in accordance with the criteria set out in section 6 below and is also responsible for the student whilst they are travelling to and from the School.

#### **5. How is an Educational Guardian appointed?**

- 5.1. It is a condition of enrolment at the School that the parents of a student, if they are resident outside the United Kingdom (or spending extended periods of time abroad), must appoint an Educational Guardian for their child and ensure a suitable Educational Guardian remains in place throughout the student's time at the School in accordance with the criteria as set out within this policy. Arrangements must be in place before the student first attends the School.
- 5.2. The responsibility for choosing an appropriate Educational Guardian rests solely with the parents. The parents are responsible in each case for satisfying themselves as to the suitability of an Educational Guardian, although the School will take appropriate steps to ensure that children are safe and that the guardianship arrangement is promoting the welfare, physical wellbeing and emotional wellbeing of the child. This will include regular telephone conversations/meetings between the Head of Boarding and the Educational Guardians both before the student first starts and throughout their time at the School and half-termly welfare checks with boarders after school holidays.
- 5.3. It is expected that the parents will appoint an Educational 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 its website: [www.aegisuk.net](http://www.aegisuk.net).
- 5.4. 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 Educational Guardian and is not able to arrange accommodation other than boarding accommodation for any students. Under no circumstances should a member of School staff, or someone with whom a member of School staff is living, be appointed as an Educational Guardian for boarders.

## **6. Who can be an Educational Guardian and what are their responsibilities?**

### 6.1. The appointed Educational Guardian must:

- 6.1.1. be a nominated family friend or relative or employed by a professional educational guardianship agency;
- 6.1.2. be independent (i.e. not connected to the School);
- 6.1.3. not be employed by the School or living with an employee of the School;
- 6.1.4. have a permanent place of residence in the UK;
- 6.1.5. be able to be at the School within two hours if requested;
- 6.1.6. be over 25 years of age and not a full-time student; and
- 6.1.7. be English speaking and able to provide a point of contact for the School at all times.

### 6.2. All Educational Guardians must be prepared to undertake, where necessary, the following responsibilities:

- 6.2.1. to provide a 24-hour point of contact throughout the school year;
- 6.2.2. to liaise with the School over all travel arrangements for which they are responsible; this includes half-terms and the beginning and end of terms as appropriate;
- 6.2.3. to provide suitable and safe accommodation and appropriate care and supervision for students during periods when they cannot be accommodated at School and 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 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

This means that Educational Guardians must be willing and able to collect a student from school and accommodate them at very short notice.

- 6.2.4. to notify the Head of Boarding if they are away from the UK during term-time, for however short a time, and make suitable alternative arrangements. They must give full contact details for the period of absence and the details of the responsible person in the UK, fully authorised by parents to act on their behalf;
- 6.2.5. to liaise with the School over all matters relating to the student's welfare, including pastoral, academic or medical matters;
- 6.2.6. to act with delegated parental authority in the case of an emergency or crisis and making appropriate arrangements for medical care when require;.

- 6.2.7. to attend important parent and teacher meetings or any other important meetings at the School on behalf of the parents;
- 6.2.8. to be familiar with the School's rules and policies and supporting the aims and values of the School.
- 6.3. In addition, the Educational Guardian must:
- 6.3.1. inform the Head of Boarding promptly of any changes to their contact details during the course of the Educational Guardianship arrangements; and
- 6.3.2. inform the Head of Boarding if the educational guardianship arrangement is coming to an end, and provide all relevant details of the new Educational Guardian to facilitate continuous care.
- 6.4. Please note the School will not authorise students to reside in temporary accommodation unless under the direct supervision (i.e. in the same residence) of the registered Educational Guardian, including overnight. In exceptional circumstances, such as one night visits for university open days, the School, via the Head of Boarding, may approve the overnight stay with advance permission from the Educational Guardian and the parents.

## **7. Sponsorship Duties**

- 7.1. As a Child Student visa sponsor, the School is required to ensure that there are suitable 'care arrangements' in place for the students that it sponsors, which encompass travel, reception when they arrive in the UK and living arrangements while in the UK.
- 7.2. The School will not assign a Confirmation of Acceptance of Studies (CAS) until it is satisfied with the educational guardianship arrangements, including:
- compliance with the requirements set out in this policy; and
  - confirmation that the educational guardian meets all current UKVI requirements.
- 7.3. The School reserves the right to request sight of written evidence to ensure it can meet its responsibilities as a sponsor and to provide assurance that the student's application for a visa will not be refused, prior to the assignment of a CAS.
- 7.4. Students who are sponsored by the School under its UK Visas and Immigration (UKVI) licence to sponsor students may not live with their Educational Guardian. They must live either in boarding or with their parents.

## **8. Private fostering**

- 8.1. Private fostering is when a child or young person under 16 years of age (or 18 years of age if disabled) goes to live 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.

8.2. In these circumstances the School has a legal duty to refer to the local authority Parents must therefore inform the School in advance of the start of a private fostering arrangement. For more information please follow this link:  
<https://www.safeguardingcambspeterborough.org.uk/children-board/parents-carers/private-fostering/>

## 9. Educational Guardianship Agreement

9.1. Parents who reside outside of the UK must complete an educational guardianship form (see Annex 1 below) which provides the School with full details of the Educational Guardian and the responsibilities which the parents have delegated to them.

9.2. Parents must inform the School of the name and contact details of any appointed Educational Guardian and must also inform the Foundation immediately if there are any changes to any details relating to the Educational Guardian Education Guardian and complete a new Educational Guardianship Form.

## 10. Related policies

- Admissions Policy
- Safeguarding and Child Protection Policy
- Parent Contract

### Version Control

Date of adoption of this policy	8 November 2024
Date of last review of this policy	October 2024
Date for next review of this policy	Spring term 2026
Policy owner	The Head of Boarding
Authorised by	The Boarding Management Committee

## Annex 1 - Educational Guardianship Agreement

Please read the Educational Guardianship Policy before completing this form.

Parent(s) of students at the Stephen Perse Foundation (the **School**) who are resident outside the UK, or who spend extended periods of time abroad, must appoint an Educational Guardian for the student who is based in the UK. This form must be completed to inform the School of the Educational Guardian appointed. Please complete and return this form to the Admissions Department (before admission to the School) before the Student attends the School.

If the appointed Educational Guardian changes, the parents and new Educational Guardian must complete a new form and return it to the Head of Boarding as soon as possible and before the change comes into effect.

<b>Child's details (Child)</b>
<b>Full name</b>
<b>Date of birth</b>
<b>Parent(s) details (Parent(s))</b>
<b>Parent 1 full name</b>
<b>Parent 2 full name</b>

### 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 Educational 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 Educational 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 and return a new Educational Guardianship Form.
4. I/We acknowledge that the School has taken no part in the selection or appointment of the Educational Guardian named on this form and that I/we have satisfied myself/ourselves that the Educational Guardian is suitable to be responsible for the Child's welfare in the manner described.
5. I/we confirm that the appointed Educational Guardian meets the criteria set out in section 6 of the School's Educational Guardianship Policy.

6. 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 Educational Guardian.
7. 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 Educational Guardianship appointment.

### **Appointment**

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

### **Authorisation**

10. I/We have authorised the Educational Guardian named below to:
  - attend the School premises in case of emergency and if deemed necessary by the School provided that the Educational 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, or other suitable accommodation, in the evening and at weekends during the school term, as required;
  - collect and accommodate the Child in their home, or other suitable accommodation, in the event that the Child is unwell and unable to attend school;
  - collect and accommodate the Child in their home, or other suitable accommodation, 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, or other suitable accommodation, 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;
  - 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.

**Educational Guardian**

Full name

Date of birth

Address

Home telephone number

Mobile number

Email address

Relationship to the Child

**Agreement**

11. By signing this form the Educational Guardian confirms their acceptance of this appointment by the Parent(s) as Educational Guardian of the above named Child and confirms that they have agreed with the Parent(s) to comply with the requirements listed above.
12. The Educational Guardian confirms that they have 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 their responsibilities without prior written consent from the Parent(s).
13. The Educational Guardian confirms that they have 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.
14. The Educational Guardian confirms that they have agreed with the Parent(s) to notify both the Parent(s) and the School immediately if they are no longer willing or able to continue as the Child's Educational Guardian.

**Signatures**

Father

Date

Mother

Date

Educational Guardian

Date