

# OVERSEAS EDUCATIONAL GUARDIANSHIP POLICY

## 1 Educational Guardianship

International students bring diversity and enrichment to New Hall School. Our staff provide vital support to international students, aiding integration and helping students to make the most of all that New Hall can offer.

Alongside that support, parents of students at New Hall School who are resident outside the UK must appoint a guardian for their child in the UK. This is the case for all students, irrelevant of age. Educational guardians provide extra support to students, ensuring their welfare in and out of School. An educational guardian acts as the overseas parents' representative in the UK and is independent of the School. The types of services they offer include arranging homestay accommodation and airport transfers, attending parents' evenings and generally supporting the student during their stay in the UK.

This Policy explains to parents and educational guardians the School's expectations regarding educational guardianship, including the responsibilities expected of an educational guardian. The Policy also includes a guardianship form, which all parents who reside overseas are expected to complete.

### Definitions

You may find the following definitions of key terms useful.

#### 1.11 Guardian

The technical meaning of guardian refers to a person who is appointed to care for a child because the parent 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 **Educational Guardian**.

#### 1.12 Parental Responsibility

This expression encompasses the 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. Parents and Legal Guardians do not lose parental responsibility when others, or a local authority acquire it (except in adoption cases).

#### 1.13 Delegating Parental Responsibility - Educational Guardians

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.

## **2 Why must an Educational Guardian be appointed?**

It is usual for independent schools to insist that overseas parents appoint 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 and provide them with care and support when they are not in the care of the school. The guardian should also be given legal authority to act on behalf of the parent in all respects.

The 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 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 educational guardian may provide accommodation for the student, or arrange for the student to be accommodated elsewhere.

## **3 Who can be an Educational Guardian?**

An Educational 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 educational 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.

## **4 How is an Educational Guardian appointed?**

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.

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 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 a guardian and is not able to arrange accommodation for any student.

It is the overseas parents' responsibility to appoint an educational guardian for their child. It is important that the parents choose a responsible adult and one they feel confident will support their child in day-to-day circumstances, as well as in emergencies. If the child requires a visa under Tier 4, the intended carer in the UK must also meet the requirements set by the Home Office. It is advisable that a contract is in place between parent and guardian. The parents should also consider the support the guardian will provide to the child in the absence of the parents such as emotional, academic and, if applicable, religious guidance. The Educational Guardian requirements of the School are as follows:

- Parents may appoint a close friend or family member, or alternatively an AEGIS accredited guardian, [www.aegisuk.net](http://www.aegisuk.net).
- The educational guardian should be of a minimum age of 25, and regardless of age, the guardian should not be a university student themselves. The setting of a minimum age is important in relation to ensuring the child is in a safe environment. It is also appropriate for educational guardians to be of a certain age to ensure that they have the emotional maturity to support a student.
- The educational guardian should have UK residency and ideally live within a 2 hour travelling distance from the School (by car or public transport).
- The educational guardian should be English speaking (it is not necessary for English to be a first language, but a minimum level of fluency is required). It is appropriate for a guardian to have a minimum level of fluency to ensure that they can fully support the child whilst in the School.
- The educational guardian must provide their full contact details to the School and agree to keep the School informed of any changes immediately. In the event that the educational guardian is out of the country, or unavailable for any period of time, an alternative UK contact must be arranged and details communicated to the School.
- The educational guardian must be available 24 hours a day in case of emergency.
- Excellent communication is required of the educational guardian, keeping the School informed of all travel and accommodation arrangements, in writing, with at least one week's notice (email is preferred). The School can require a meeting or regular contact with the guardian e.g. email or telephone updates once a week.
- Any homestay accommodation arranged by the educational guardian must be safe, appropriately supervised, and of a good standard. Unsupervised hotel, B & B, hostel or rental accommodation is not considered acceptable by the School. Parental approval must be sought by the educational guardian for such an arrangement and the School must be in agreement. The School needs to be aware of arrangements in order to ensure that we comply with Tier 4 sponsorship duties.
- An educational guardian is expected to attend parents' evenings and is welcome to visit the School by appointment in order to stay in contact with their student.
- An educational guardian is expected to uphold the ethos and values of the School at all times.
- An educational guardian is expected to respect and support the rights, religion and customs of the international student.
- An educational guardian must ensure that all legal documents (e.g. passport, visa) are valid and arrange renewal when necessary.

- In the event that there is a change in educational guardian and an alternative appointed, the School must be informed in writing immediately.

## 6 Guardianship agreement

Parents who reside outside of the UK are expected to complete an educational guardianship form (see below) which provides the School with full details of the educational guardian and the responsibilities which the parents have delegated to them. Parents are expected to inform the School if there are any changes to any details relating to the educational guardian.

As a Tier 4 sponsor, the School has certain responsibilities it has to meet. Appointing a reliable educational guardian is one way of ensuring that suitable care arrangements are in place. The required CAS (Confirmation of Acceptance to Study) will not be issued until the School is satisfied with the guardianship arrangements and that confirmation has been obtained that the educational guardian meets the Home Office requirements. Parents/agents should visit the AEGIS website for further details and the list of AEGIS accredited guardians: [www.aegisuk.net](http://www.aegisuk.net).

As outlined above, the School also has to adhere to record keeping and reporting obligations under the Tier 4 sponsor licence, whether to the local authority or to the Home Office.

## 7 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.

Where the School is sponsoring a child under Tier 4, the local authority will need to be informed of the name of the foster carer and the address where the foster carer and the student will live as soon as the child has arrived in the UK, or as soon as they become aware of the change if the child is already in the UK. In some cases this may require the School submitting further evidence for the new care arrangement on behalf of the child to the Home Office.

The School will ask the Educational Guardian to provide evidence of approvals from the local authority for any student in a private foster care arrangement and will retain these confirmations on the student's file.

<b>8 Education Guardianship Form</b>
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If Parent(s) of student/s at New Hall School are resident outside the UK, the Parent(s) 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 guardian appointed.

The form allows both the educational guardian and parent to sign an agreement with the School showing that they have understood the School's requirements and their responsibilities in relation to guardianship.

Please complete two copies of this form and return one copy to the Housemaster/ Housemistress (HM). Please keep the second copy for your records.

<b>Child's details (Child)</b>	
Full name:	
Date of birth:	Year Group:
House:	
<b>Parent(s) details (Parent(s))</b>	
Parent 1 full name:	
Parent 2 full name:	
Address:	
Telephone number:	
Parent 1 mobile number:	
Parent 1 email address:	
Parent 2 mobile number:	
Parent 2 email 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 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.
4. Should the arrangements detailed below change I/we will notify the School in writing immediately.

5. 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.
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 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 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 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

<b>Educational Guardian details</b>
Full name:
Date of birth:
Address:
Telephone number:
Mobile number:
Email address:
Relationship to the Child:

**Agreement**

11. By signing this form the Educational Guardian confirms his/her acceptance of this appointment by the Parent(s) as Educational Guardian of the above named Child and confirms that he/she has agreed with the Parent(s) to comply with the requirements listed above.
12. The Educational 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).
13. 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.

<b>Signatures</b>	
Parent 1:	Date:
Parent 2:	Date:
Educational Guardian:	Date: