



Sedbergh School Educational Guardianship Policy and Agreement

Definitions

In this document, the term 'Guardian' refers to an Educational 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 by a court of law 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. In this document the term 'School' shall refer to Sedbergh School and Casterton Sedbergh Preparatory School.

1. Introduction

The School maintains a strong boarding ethos and greatly values the diversity that both its UK and international pupils bring to our community. Pastoral staff provide vital support to international pupils, aiding integration and helping them get the most out of their time in the UK. Educational Guardians provide extra support to pupils, ensuring their welfare in and out of school grounds. An Educational Guardian acts as the overseas parents' representative in the UK and is independent of School. The types of services a Guardian offers can include but is not limited to arranging homestay accommodation and airport transfers, attending parents' evenings, emergency/crisis support and generally supporting the pupil during their stay in the UK.

In addition to our responsibilities as outlined in the School's Safeguarding Policy, the School has particular responsibility under UK Visa and Immigration (UKVI) regulations for international pupils on our Child Student visa sponsorship, for whom we are responsible while they are living and studying in the UK. UKVI rules require that care arrangements are 'suitable' for pupils at all times when they are in the UK, and not just when they are in the care of the School.

Additional legislation with which the School must comply regarding the safeguarding and promotion of the welfare of pupils includes:

1. [The Children Act 1989](#)
2. [The National Minimum Standards for Boarding Colleges \(Sept 2022\)](#) which states that the School will take appropriate steps to ensure that the guardianship arrangement is 'promoting the welfare, physical wellbeing and emotional wellbeing of the boarder'.

During term time the School is responsible for a pupil's welfare and acts *in loco parentis*. However, there are times when the School must be able to hand over these parental responsibilities to an appointed Educational Guardian. For this reason, the School requires every pupil whose parents or legal guardians do not live in the United Kingdom to have an Educational Guardian.

The School may request a change of Educational Guardian, or revision of the arrangement, if it is felt necessary. For example (and this should be noted) the School does not consider unsupervised stays in hotels or bed and breakfast accommodation to be an acceptable level of accommodation or care. It is also not considered to be a suitable arrangement for the pupil to stay in university student accommodation even if this is with a family member.

Educational Guardians are welcome, indeed encouraged, to visit the School to support a pupil in matches, plays concerts and, if parents authorise them to receive a copy of the school reports on the form in Appendix 1, to contact the Housemaster or Housemistress to discuss the pupil's academic and social progress.



2. Parent Responsibilities

- An Educational Guardian is appointed by a pupil's parents. The School does not provide specific guidance, instead refers parents to the following accredited agencies - AEGIS [Click Here](#); or BSA [Click Here](#)
- The parents must:
 1. satisfy themselves that the Guardian is a fit person to have unsupervised care of their child
 2. satisfy themselves that the Guardian can provide suitable accommodation for their child when in the UK but absent from the School
 3. inform the School if the Guardian is related to the Pupil and must give details as to how they are related, or confirm that the Guardian is accredited by AEGIS [Click Here](#); or BSA [Click Here](#)
- If an appointed Guardian's details change during a pupil's time at the School, it is the parents' responsibility to ensure accurate updated contact details (telephone, mobile, email and full postal address) are communicated to admissions@sedberghschool.org as soon as possible, in order to ensure continuity of care.
- For those pupils requiring a visa, the School will need to be satisfied about the care arrangements prior to issuing a Certificate of Acceptance of Studies (CAS). This evidence will need to be submitted with the subsequent visa application.
- Parents must communicate all holiday and exeat arrangements in writing with at least one week's notice to the Housemaster/Housemistress. The School must know the EXACT details of pupil's accommodation and the methods of transportation. If there are multiple stays planned for a holiday period, the School must know ALL travel arrangements and host family details in advance.

3. Who can be an Educational Guardian?

Guardians must:

- Either be a relative, or family friend, who is over 25 years of age and not a full-time student. The age limit is required to ensure emotional maturity and provision of a safe environment.
- Or, where the family does not have a suitable contact in the UK, be appointed by the parents via a reputable organisation. The school does not recommend any specific guardianship agency or organisation, but requires parents to ensure that it is a member of either: AEGIS [Click Here](#); or BSA [Click Here](#)
- Have UK residency
- Be fluent in English
- Be able to provide a point of contact for the School at all times.
- Be someone with whom the child feels happy and comfortable staying – very much like a family home. Guardian accommodation must be safe, appropriately supervised, and of a good standard. An unacceptable Guardian arrangement would be one in which the environment is not warm and welcoming and/or where numerous young people are staying in one establishment. Unsupervised hotel, B & B, hostel or student accommodation will not be considered acceptable.



- Be expected to uphold the ethos and values of the School at all times.
- Be expected to respect and support the rights, religion, and customs of the international student.
- Be legally resident in the UK for the entire duration of the pupil's stay in the UK and must provide the School with evidence of their right to remain in the UK.
- Be able to provide the documents listed in Clause 4.1 below.
- Must **not** be an employee of the school unless with the express permission of the Headmaster.

The School's Guardianship Agreement is in Appendix 1 of this policy. Both the Parent(s) of the pupil and the Guardian must complete and return the consent form before a Guardian can be assessed and confirmed by the School as an acceptable person to undertake the responsibilities outlined in this Policy.

Pupils who are required by this Policy to have a Guardian will only be permitted to start at the School when a suitable Guardian has been appointed and the Guardianship Agreement signed by the parent(s) and the Guardian and returned to the School.

If a Confirmation of Acceptance of Studies (CAS) is required prior to a visa application, this will be issued only upon receipt of the completed and signed Guardian Agreement, and the information therein being deemed acceptable.

4. Identity Verification

4.1 The School has a duty to undertake appropriate checks on Guardians. Any person undertaking the responsibilities of an Educational Guardian is required to provide the following documents [for every adult member of the household over the age of 18]. This is required for the purposes of identity verification and safeguarding:

- One form of photographic ID (eg. Passport, driving licence, national identity card)
- One proof of address (eg. Utility bill, mortgage or rental agreement)
- Evidence of their right to reside in the UK (eg Passport and Biometric Residence Permit card or to provide the School with a share code for their online immigration status).

4.2 Where the Guardian is appointed by a guardianship agency, the agency will be required to confirm that:

- it has the evidence specified in 4.1 above, which should be in date for immigration documents
- it has completed all relevant safeguarding checks on the Guardian
- it is accredited either with AEGIS or BSA

4.3 A member of School staff will endeavour to telephone the Guardian to double check the details given on the form and that the Guardian is comfortable with the responsibilities they are undertaking.



5. Guardian Responsibilities

All Guardians must be prepared to undertake, where necessary, the following responsibilities:

- To be available not only to the pupil but also to the School as a proxy for the parents. To act with delegated parental authority in the case of an emergency and other matters agreed by the parents.
- To act with delegated parental authority in the case of an emergency or crisis and to make appropriate arrangements and permissions for medical care. If neither parents nor Guardian can be contacted, the Housemaster/Housemistress acts *in loco parentis* – as if they were the legal Guardian in the best interests of the child.
- To be English speaking and contactable at all times by telephone / email and to be in a position to travel to the School at short notice.
- To provide home-like, safe and suitable accommodation for the pupil with an appropriate degree of care and supervision when they cannot be accommodated at the School and to liaise with the Housemaster/Housemistress regarding these arrangements. Occasions are likely to include, but are not restricted to:
 - Exeat weekends, half-term breaks, and longer holidays
 - Days at the start and end of term when a pupil's flights do not coincide with term dates
 - If a pupil is ill or injured and needs to recuperate away from the School
 - If the School requires a pupil to leave for disciplinary reasons or because the School determines it to be in the pupil's best interests
 - Any other occasion when the pupil is released from the School
- To undertake parentally delegated responsibilities in an agreement with the parents of the pupil in order to promote and safeguard the welfare of their child at all times whilst in the UK.
- To promote the physical and emotional wellbeing of the pupil.
- To be ready to liaise with the Housemaster/Housemistress on behalf of the parents of the above pupil in any matters relating to the pupil's welfare.
- To represent Parents at parent/teacher meetings if requested and authorized to do so by parents.
- If taking charge of travel arrangements, to inform the School about all travel arrangements at the beginning and end of each term, half term and exeat weekend. To communicate all such travel details in writing with at least one week's notice to the Housemaster/Housemistress. The School must know the EXACT details of pupil's accommodation and the methods of transportation. Arrangements for departures and arrivals should be agreed with the Housemaster/Housemistress in accordance with the published term dates.
- To provide up to date telephone, postal address and email address and notify the School in writing of any change of Educational Guardian arrangements.
- To notify the pupil's Housemaster/Housemistress if the Guardian is planning to leave the UK and to ensure that the pupil's parent(s) have appointed a suitable replacement/temporary guardian to act whilst they are outside the UK.
- To make suitable alternative arrangements if unable to accommodate the pupil, and to inform both Housemaster/Housemistress and Parents of the arrangements. A Homestay family/Guardian by proxy should also provide all the same identity documents outlined in Clause 4 of this policy.



6. Private Fostering

Private foster care is an arrangement where someone, other than a 'close relative', provides care and accommodation for a child under the age of 16 years for 28 consecutive days or more. A close relative, as defined by UKVI, is a grandparent, brother, sister, step-parent or aunt (sister or half sister of the parent). Please note this does not cover some relatives, including cousins, which families may consider a 'close relative', but which are not covered by the above definition.

The local authority must be told about a private fostering arrangement at least six weeks before the start of an arrangement or in an emergency, within 48 hours. Failure to notify the local authority of a private fostering arrangement is an offence. The Local Authority may visit the family and undertake an assessment. This assessment may involve requesting to meet all adult members of the family. The School is required to contact the relevant local authority to ensure appropriate safeguarding is in place.

Failing to notify the local authority could also lead to revocation of the School's Student Sponsor Licence. The School will therefore ask for evidence of approvals from the local authority for any student in a private foster care arrangement and will retain these confirmations on the students' files.

7. Homestay Arrangements

This is temporary responsibility for the safety and wellbeing of the pupil, for instance over a weekend or during school holidays.

This could be:

- Staying with a host family arranged through the appointed Educational Guardian (who will be expected to carry out all required safeguarding checks on the host family).
- Staying with the family of another pupil of the School where parental permission has been given.

These persons must be in the UK for the entire duration of the pupil's stay with them, be over 25 years of age and have the right to reside in the UK. These persons must **not** be an employee of the school unless with the express permission of the Headmaster.

The Homestay family must take responsibility for the welfare of the pupil during their stay, remain contactable at all times, make the Housemaster/Housemistress aware of any welfare concerns, and ensure that the pupil returns to School at the required time.

The Parent/s or the Guardian must provide the pupil's Housemaster/Housemistress with details of the person/s with whom the pupil is staying as part of the Homestay prior to the Homestay.



8. Pupil Wellbeing

[National Minimum Standards for Boarding Colleges \(Sept 2022\)](#) make clear that “the school [must take] appropriate steps to ensure that the guardianship arrangement is promoting the welfare, physical wellbeing and emotional wellbeing of the boarder.”

The School will monitor arrangements via the following steps:

1. The Housemaster/Housemistress or Assistant Housemaster/Assistant Housemistress will check before a pupil stays with a Guardian, host family or pupil-friend's family that they feel comfortable with the arrangements.
2. The School will share with the Guardian, host family or pupil-friend's family any information medical or emotional needs of pupils in their care.
3. Following a stay with a Guardian, host family or pupil-friend's family, pupils will be asked by boarding house staff about the arrangements that were in place.
4. In addition, pupils will complete the School's online guardian feedback forms at regular times during the year.

Any concerns about a Guardianship arrangement will be reported to the designated safeguarding lead and will involve external agencies as and when required.

Approval and Review

Dated 1.5.2023. This Policy shall be reviewed annually.



Appendix 1

EDUCATIONAL GUARDIAN AGREEMENT

FOR ALL PUPILS RESIDENT OUTSIDE THE UK

As a resident abroad, the following UK-based person has agreed to act as Educational Guardian to my/our son or daughter and may be consulted in an emergency

The Educational Guardian must meet the following criteria:

- Must be over 25 years of age.
- Is not a full time student living in accommodation provided by another educational institution or any form of university student accommodation.
- Be a permanent UK resident (i.e. UK passport holder or with leave to remain)
- Be a fluent English speaker
- Be available 24/7 in case of emergency
- Be able to provide the right level of support to the pupil as detailed in Clause 5. Guardian Responsibilities

We ask that the Educational Guardian and Parent both sign this agreement with the School showing that they have understood the school's requirements and their responsibilities in relation to educational guardianship.

PLEASE COMPLETE IN BLOCK CAPITALS

Son or daughter's name (in full) :.....

Boarding House:.....

EDUCATIONAL GUARDIAN DETAILS

Title: Mr/Mrs/Ms/etc..... Guardian's name (in full):.....

Guardian's Date of Birth:..... Email Address:.....

The Accredited AEGIS or BSA Certified agency Name.....

Or, if not using an agency, please state relationship to the pupil.....

Guardian's UK address:.....

..... Post Code:.....

Telephone Numbers. Mobile:.....

Day:..... Evening:.....



Appointed Educational Guardian's Agreement

I confirm that as the appointed Educational Guardian of the above named pupil, that I am prepared to act with delegated parental authority to the pupil in case of an emergency and other matters agreed by the parents. To provide a home for the pupil for half term, exeats and holidays when the pupil is unable to go home, and to deal with arrival at or departure from UK airports if necessary.

Appointed Educational Guardian's Signature:.....

Date:.....

Please attach copies of documentation as outlined at 4.1 of the policy.

The above-named person/organisation has agreed to act as Appointed Educational Guardian and by signing above, agrees to undertake the responsibilities as detailed in the Educational Guardianship Policy.

PARENTS

Parent/Legal Guardian Name/s:.....

I/we confirm that I/we have asked the person named above to act with delegated parental authority for my/our child whilst I am/we are overseas.

I/we confirm that the appointed Educational Guardian is over 25 years of age, is legally resident in the UK, and is not a full-time student living in accommodation provided by another educational institution or university student accommodation. I/we also undertake to notify the school in writing of any change of Guardian and to provide full contact details of the new Guardian.

Parent/Legal Guardian Signature:.....Date:.....

Please circle

Is the Appointed Educational Guardian a friend or relative? YES NO

Is the Appointed Educational Guardian named above expected to be taking charge of your child for a period in excess of twenty eight **consecutive** days? YES NO

If the answer to the above is YES, have you informed the Appointed Educational Guardian that they are liable to scrutiny by the Social Services Department for the purposes of being approved as a responsible and appropriate person to take charge of your child? YES NO

Do you wish a copy of your child's end of term report, together with accompanying information to be sent to their Appointed Educational Guardian? YES NO

We may process your personal information for carefully considered and specific purposes which are in our interests and enable us to enhance the services or information we provide. We will always keep your details safe and secure. 'We' includes Sedbergh School, the charity, its charitable and all trading subsidiaries. Our Privacy Notices can be found on our website (<http://www.sedberghschool.org/senior/Privacy-Policies>) or by request from The Deputy Bursar (Compliance), Sedbergh school, Malim Lodge, Sedbergh LA10 5RY. (tr@sedberghschool.org) If you have any concerns about the data we hold or do not wish to receive any further communications from us, please contact The Deputy Bursar (Co