



RUGBY SCHOOL
JAPAN

Education Guardianship Policy

Version 1.0

Associated guidance and policies

[‘Safeguarding and Child Protection Policy’](#) Equality Act (2010)
[‘Guidelines for Life at Rugby School Japan’](#)
[‘Rugby School Japan Complaints Procedure’](#)
[‘Rugby School Japan Discipline and Rewards Policy’](#)
[‘Rugby School Japan Document Retention Policy’](#)
[‘Rugby School Japan Standard Terms and Conditions \(Parent Contract\)’](#)
[‘Rugby School Japan Pupil Manual’](#)

Relevant Guidance & Related Policies

Keeping Children Safe in Education 2022
National Minimum Standards for Boarding Schools
The Independent School Standards
Standards for British Schools Overseas 2023
Working Together to Safeguard Children 2018
COBIS Patron’s Accreditation and Compliance Standards 2020
Japanese Government’s Child Abuse Prevention and Treatment Act (Act No. 82 of 2000)
‘Standard Terms and Conditions’
‘Safeguarding and Child Protection Policy’

1. Scope

This policy applies to all parents of full and weekly boarding students at Rugby School Japan (RSJ) (the School), or those who are legal guardians of students at RSJ, who are normally resident outside Japan.

2. References

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

3. Education Guardianship

3.1 Parents of boarding students at RSJ who are resident outside Japan must appoint an Education Guardian for their child in Japan. This is the case for all students, regardless of age.

3.2 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

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.

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.

5. Why must an Education Guardian be appointed?

It is usual for independent schools to insist that overseas parents of boarding students appoint Education Guardians for their children whilst they are at school in another country, i.e. in this case, Japan. This is to ensure that there is somebody in Japan 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 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.
- Caring for the student and taking responsibility for the student if they are unwell, suspended or otherwise released from School.
- Making certain decisions concerning the student on the Parents' behalf, for example decisions regarding emergency medical and dental treatment and matters of a disciplinary nature.
- Ensuring the student is compliant with Japanese immigration and residency regulations, including accompanying the student to the local ward office for the purpose of registering the student's residency address – as required under Japanese law. Please note that this procedure must be completed within 14 days of arrival in Japan. Compliance with this procedure is the responsibility of the student's family or appointed education guardian.

The Education Guardian must provide occasional accommodation for the student. Students are not permitted to remain in residence at School during school holidays or Exeat weekends, as published in the School Calendar, as there is no provision for appropriate supervision during school holidays or Exeat weekends.

6. Who can be an Education Guardian?

The Education Guardian appointed must be the Parents, and may be a family member, acquaintance of the family or guardianship agency to select an Education Guardian, who meets the guardianship conditions as set out in this policy.

7. 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.

Should the Parents choose to appoint a family member or acquaintance as Education Guardian for their child, that person must satisfy the following criteria:

- (i) be a close family relative or contact over the age of 25 (brother, sister, aunt, uncle, grandparent or step parent), resident in Japan
- (ii) not be a current university student
- (iii) be able to provide suitable accommodation, including a separate bedroom, for the student
- (iv) be financially able to support/feed the student as required during holiday periods or periods of absence from School.

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.

8. Education Guardianship Agreement

Parents who reside outside of Japan 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.

APPENDIX - Education Guardianship Form

If Parent(s) of full or weekly boarding students at RSJ (the School) are resident outside Japan, the Parent(s) must appoint an Education Guardian for the student who is based in Japan. 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)

Full name

Date of birth School Year

House

Parent(s) details (Parent(s))

Mother's full name

Father's full name

Address

Telephone number

Mother's mobile number

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.

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 they are 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. In particular, if the appointed Education Guardian is a close family member or acquaintance, I/we confirm that the appointed Education Guardian meets the criteria outlined in Section 7 of the policy.

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 Principal 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, as well as sports fixtures, concerts and other performances in which the Child is participating.

Education Guardian

Full name

Date of birth

Address

.....

Telephone number

Mobile number

E-mail 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 School) immediately in the event of any emergency involving the Child.

13 If the Education Guardian is not an accredited agent, the Education Guardian confirms that he/she meets the criteria for a family member or acquaintance outlined in Section 7 of the policy.

14 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.

15

Signatures

Father Date

Mother Date

Education Guardian