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PLEASE COMPLETE THE DESIGNATED CAREGIVER AGREEMENT ONLY IF THE STUDENT WILL BE LIVING WITH A DESIGNATED CAREGIVER WHILE ENROLED AT THE SCHOOL.

## **DESIGNATED CAREGIVER AGREEMENT**

| This is an agreement between the Parent/s, the Designation              | gnated Caregiver/s and the School (the <b>Agreement</b> ).        |
|---|---|
| School name:  | (the School)  |
| Student's name:   | (the Student)   |
| Name of parent one:   |   |
| Name of parent two:   | (together the <b>Parents</b> , each a <b>Parent</b> )             |
| Name of caregiver one:<br>(relative or close family<br>friend):         |   |
| Name of caregiver two: (eg partner of relative or close family friend): | (together the Designated Caregivers, each a Designated Caregiver) |
| Address:  |   |
|   | (the Residence)   |

#### **AGREEMENTS**

- The Student and the Parents are parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.
- The Parents agree that the Designated Caregiver/s will provide residential care for the Student while enrolled as an international student at the School.
- 3. The School has provided, and the Designated Caregiver/s have read and understood, the sections of The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code) relevant to residential caregivers and the School's Information for Designated Caregivers and agree to act as Designated Caregiver/s to the Student according to these requirements.
- 4. For the avoidance of doubt, The Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.
- 5. The School agrees that all information regarding the Designated Caregiver/s relating to the Agreement will be kept confidential, except disclosure to the Student or their parents, to any professional consultant or such person where it is in

- the interests of the Student to provide the information or according to any statutory or other legal duty.
- Approval is required from the School before the Student is placed with the Designated Caregiver/s.
- The school will approve a designated caregiver to provide accommodation to a student only after being satisfied that;
  - a. the proposed caregiver is a bone fide designated caregiver,
  - that providing the accommodation does not create a conflict of interest that may present risk to the student, and
  - c. safety checking required by the Code has been completed
- Failure by the Designated Caregiver/s to provide the residential care required by the School and the Code may result in the School's approval of the Designated Caregiver/s being withdrawn.
- The Designated Caregiver/s agree to support the Student to abide by all rules and expectations set by the School.



- 10. In the event the School withdraws its approval of the Designated Caregiver/s, the Agreement is terminated, and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.
- 11. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver/s and this may include regular visits to the Designated Caregiver/s and meetings with both the Student and the Designated Caregiver/s.
- 12. The Designated Caregiver/s will provide the School with fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults living at the Residence. For the avoidance of doubt, an adult is a person 18 years of age or older.
- The Parent/s agree that the School is not responsible for the Student's day-to-day care while in the care of the Designated Caregiver/s.

- 14. The Student will treat the accommodation provided by the Designated Caregiver/s ("Accommodation") with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
- 15. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.
- 16. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email or facsimile transmission.

# **SIGNING**

By signing this agreement the Student, the Parent/s and the Designated Caregiver/s declare that the Designated Caregiver/s are eligible to be a Designated Caregiver under the Code (being someone who is personally known to the Student and/or Parent(s) as a relative or close friend and meets the other requirements of the Act and the Code).

By signing below, the Parent/s confirm that they have read the Agreement and agree to be bound by it in all respects: (please

## PARENT/S:

initial each page)

| maan caren page,  |            |       |  |
|---|------------|-------|--|
| Name:   | Signature: |       |  |
| Name:   | Signature: |       |  |
| Date:   |            |       |  |
| DESIGNATED CAREGIVERS:  |            |       |  |
| By signing below, the Designated Caregivers confirm they have read the Agreement and agrees to be bound by it in all respects:  |            |       |  |
| Name:   | Signature: | Date: |  |
| Name:   | Signature: | Date: |  |
| SCHOOL:   |            |       |  |
| By signing below, the authorized signatory of the School confirms that they are authorized to sign on behalf of the School and confirms that the School will be bound by the Agreement in all respects: |            |       |  |
| Name:   | Signature: | Date: |  |



## **UPDATES**

## August 2024

Clause 7 has been updated to include requirements on bone fides of the DSG and conflicts of interest that have potential risk to the student.

#### November 2021

Clauses 8 and 9 have been added to capture Covid-19 vaccination requirements.

#### UPDATES

## July 2020

The Agreement has been modified to include 2 designated caregivers, so that where there is a husband and wife, both are approved to care for the student without additional consent from parents. Clauses 4 and 9 have been added to strengthen requirements for DCGs. The numbering of other clauses has been adjusted accordingly.

## May 2022

Clauses 8 and 9 have now been removed as a result of Covid-19 vaccination mandates having been lifted. Whether schools require residential caregivers to be vaccination should be dealt with through school policies rather than contracts and may differ from time to time and from school to school.

