

2022 Designated Caregiver Agreement

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

This is an agreement between the Parent/s, the Designated Caregiver and the School (the **Agreement**).

| School | |
|---------------|--|
| School Name: | Otūmoetai Intermediate School (the School) |

| Parents or Legal Guardians | |
|-----------------------------------|--|
| Student's Name: | (the Student) |
| Mother's Name: | (the Parent/s or Legal Guardian) |
| Father's Name: | (the Parent/s or Legal Guardian) |

| Designated Caregiver | |
|--|--|
| Name of Relative or Close Family Friend: | (the Designated Caregiver) |
| Address: | (the Residence) |
| Email: | Mobile: |

Agreement

1. The Parents are party to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are deemed to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver 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 has read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
4. The School agrees that all information regarding the Designated Caregiver relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or pursuant to any statutory or other legal duty.
5. Approval is required from the School prior to the Student's placement with the Designated Caregiver.

6. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and school policies.
7. Failure by the Designated Caregiver to provide the residential care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
8. In the event the school withdraws its approval of the Designated Caregiver, 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.
9. 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 and this may include, without limitation, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
10. The Designated Caregiver 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 over eighteen (18) years of age living at the Residence.
11. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
12. The Student will treat the accommodation provided by the Designated Caregiver ("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.
13. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
14. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission

Execution

| Parents or Legal Guardians | | |
|---|------------|-------|
| By signing below, the Parent/s confirm that they have read the Agreement and agree to be bound by it in all respects: | | |
| Name: | Signature: | Date: |

| Designated Caregiver | | |
|---|------------|-------|
| By signing below, the Designated Caregiver/s confirm that they have read the Agreement and agree to be bound by it in all respects: | | |
| Name: | Signature: | Date: |

| School | | |
|---|------------|-------|
| By signing below, the School confirm that 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: Ōtūmoetai Intermediate School | Signature: | Date: |