

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

## DESIGNATED CAREGIVER AGREEMENT

(REQUIRED WHEN PLACING A STUDENT WITH A DESIGNATED CAREGIVER)

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

School Name: \_\_\_\_\_ *Botany Downs Secondary College* \_\_\_\_\_ (the **School**)

### AGREEMENTS

1. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an international student at the School.
2. 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 Information for Residential Caregivers booklet and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
3. 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.
4. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
5. 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.
6. 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care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
7. 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 Parent/s.
8. 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.
9. The Designated Caregiver will provide the School with no less than 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.
10. The Parent/s agree that the School is not responsible for the Student's care while in the custody of the Designated Caregiver.
11. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
12. 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/Legal Guardians:

By signing the Botany Downs Secondary College Declaration Form the Parents or Legal Guardians (as applicable) confirm that they have read this Designated Caregiver Agreement and agree to be bound by it in all respects.

### DESIGNATED CAREGIVER:

By signing the Botany Downs Secondary College Declaration Form the Designated Caregiver confirms that they have read this Designated Caregiver Agreement and agree to be bound by it in all respects.

### SCHOOL:

By signing the Botany Downs Secondary College Declaration Form the School confirms that they have read this Designated Caregiver Agreement and agree to be bound by it in all respects.