## King's College Designated Caregiver Agreement



# This is an agreement between the Parents/Legal Guardians, the Designated Caregiver and the College (the **Agreement**).

School Name	E King's College
	(the <b>College</b> )
Student's Na	me:
	(the <b>Student</b> )
Parent/Lega	l Guardian (1) Name:
Parent/Lega	l Guardian (2) Name:
	(together <b>the Parents</b> , each a <b>Parent</b> or <b>Legal Guardian</b> (in the student's home country))
Name of rela close family 1	
	(the <b>Designated Caregiver</b> )
Address:	
	(the <b>Accomodation</b> )

### Agreements

- 2. The College 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 (<u>www.nzqa.govt.nz</u>) and the Residential Caregiver Guide and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
- 3. The College 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 Legal Guardians, or to any professional consultant or such person where it is in the interests of the Student to provide the information or necessary pursuant to any statutory or other legal duty.
- 4. The Designated Caregiver agrees that approval by the College will be provided only after appropriate safety and other checks (including Police Vetting) have been completed by the College in accordance with the Code and College policies. College approval is required prior to the Student's placement with the Designated Caregiver.
- 5. Failure by the Designated Caregiver to provide the residential care required by the College and the Code may result in the College's approval of the Designated Caregiver being withdrawn. The College may at its discretion remove the Student from the Accommodation without prior notice or agreement and terminate the Designated Caregiver Agreement immediately with no payment made for reasonable cause, which may include:
  - (a) In the College's reasonable opinion, the safety or the wellbeing of the Student is in doubt.
  - (b) In the College's reasonable opinion the Accommodation is affecting the Student's behaviour or academic performance.
  - (c) In the College's reasonable opinion the requirements outlined in this Agreement are being disregarded.
- 6. In the event the College withdraws its approval of the Designated Caregiver, the Designated Caregiver Agreement is terminated and the Student will be placed in alternative accommodation approved by the College at the full cost and expense of the Student's Parents/Legal Guardians.

- 7. The College 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.
- 8. The Designated Caregiver will provide the College 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.
- 9. For students living with Designated Caregivers, the College's International Office will ensure that all adults (18 or over) living in the home consent to police vetting, including adults who live in the home periodically, such as over weekends or during university vacations.
- 10. The Parents/Legal Guardians agree that the College is not responsible for the Student's care while in the custody of the Designated Caregiver.
- 11. The parties agree that the College is not involved in any payment arrangements between the Designated Caregiver and the Student's family.
- 12. The parties agree that any dispute and/or grievance in relation to this Agreement will be resolved in accordance with the Code and the College policies.

#### Execution

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.

#### Parent/s or Legal Guardians:

By signing below, the Parents/Legal Guardians confirm that they have read the Agreement and agree to be bound by it in all respects:

Name:	Signature:
Name:	Signature:
Date:	
Designated Caregiver:	
By signing below, the Designated Caregiver confirms that they have read the Agr all respects:	eement and agrees to be bound by it in
Designated Caregiver (1) Name:	Signature:
Designated Caregiver (2) Name:	Signature:
Date:	

#### College:

By signing below, the authorised signatory of the College confirms that they are authorised to sign on behalf of the College and confirms that the College will be bound by the Agreement in all respects:

Name:		Signature:	
Position:	International Student Liaison	Date:	
	International Stadent Elaison	Dute	