

NON-RESIDENTIAL LOCAL CARER'S AGREEMENT

Between:

[INSERT FULL NAME/S OF PARENT/S]

and

[INSERT NAME OF EDUCATIONAL INSTITUTION]

and

[INSERT NON-RESIDENTIAL LOCAL CARER'S FULL NAME]

1. DATE OF AGREEMENT AND PARTIES

This Non-Residential Local Carer's Agreement is made on the date appearing in Item 1 of Schedule 1 between the Parents appearing in Item 4 of Schedule 1, the Educational Institution appearing in item 5 of Schedule 1 and the Non-Residential Local Carer appearing in Item 2 of Schedule 1.

2. INTERPRETATION

2.1 In this Agreement, unless otherwise stated or the context otherwise indicates:

2.1.1 “**education**” includes apprenticeship or vocational training;

2.1.2 “**Educational Institution**” means the institution described in Item 5 of Schedule 1 hereto;

2.1.3 “**interests**” in relation to an international student, includes matters related to the social and emotional wellbeing of the student;

2.1.4 “**educational course**” means the period described in Item 6 of Schedule 1;

2.1.5 “**Non Residential Local Carer**” means the person described in Item 2 of Schedule 1;

2.1.6 “**misconduct**” means conduct or behaviour which causes or is likely to cause detriment to the Educational Institution or the student and includes but is not limited to insulting, objectionable or abusive language, drunkenness, immorality, dishonesty and criminal offences committed whilst at the Educational Institution;

2.1.7 “**medical expenses**” includes medical, surgical, dental, diagnostic, pharmaceutical and physiotherapy expenses;

2.1.8 “**medical practitioner**” means a person registered or licensed as a medical practitioner under a law of a State or Territory that provides for the registration of medical practitioners;

2.1.9 “**month**” means calendar month;

2.1.10 “**Parents**” means the person or persons described, which are either the parents or the legally appointed guardian of the student, in Item 4 of Schedule 1;

2.1.11 “**performance review**” means a review of the Local Carer's Performance;

2.1.12 “**Schedule**” means one of the schedules to this Agreement;

2.1.13 “**student**” means the student named in Item 3 of Schedule 1.

3. OBLIGATIONS AND DUTIES OF THE LOCAL CARER

3.1 During the term of this Agreement the Non-Residential Local Carer shall, in consideration of the payment of the fee as specified in Item 7 of Schedule 1 by the Parents, carry out his or her responsibilities and obligations in accordance with the terms and conditions of this Agreement.

- 3.2 Upon the signing of this Agreement, if required by the Educational Institution, and thereafter as and when called upon by the Educational Institution to do so, the Non-Residential Local Carer
- 3.2.1 shall upon request provide the Educational Institution with a certificate from a medical practitioner certifying that the Non-Residential Local Carer is medically fit to undertake the duties of a Non-Residential Local Carer.
 - 3.2.2 shall provide the Educational Institution with two written character references from persons who are not related to the Non-Residential Local Carer, who have known the Carer for at least 2 years, and who are aware at the time of providing the reference that the Carer is proposing to enter into this Agreement.
 - 3.2.3 shall at their own cost, provide to the Educational Institution a consent to allow the Educational Institution to undertake a search of the Family & Children's Services Register and a W.A. Police Service clearance.
 - 3.2.4 shall undertake in-service training in relation to the Educational Institution's discrimination and sexual harassment policies and procedures in order to minimize the risks of contravening the State and Commonwealth Laws against Discrimination and Harassment.
 - 3.2.5 shall promptly inform the Educational Institution of all matters of concern relating to the student's learning and living requirements.
 - 3.2.6 shall meet with a representative of the Educational Institution to discuss any problems or issues, which may arise during the course of that Carer's relationship with the student.
 - 3.2.7 shall in addition to the provisions of the subclauses in this clause fulfil the responsibilities and obligations specified in Schedule 2.

4. OBLIGATIONS OF THE EDUCATIONAL INSTITUTION

- 4.1 A representative nominated in Item 8 of Schedule 1 will be appointed by the Educational Institution to provide a contact for the Non-Residential Local Carer or the student within the Educational Institution with whom that Carer or the student may discuss any problems which exist between themselves.
- 4.2 Regular training will be given to the Non-Residential Local Carer as referred to in clause 3.2.4. This includes training in dealing with Harassment and Discrimination.
- 4.3 By entering into this Agreement the Educational Institution and the Non-Residential Local Carer agree that the relationship of Employer and Employee is not created between them.

5. AUTHORISATION BY THE PARENTS

The Parents hereby authorise the Non-Residential Local Carer to consent to emergency medical, surgical or anaesthetic procedures which may be required to be administered to the student for any purpose during the term of this Agreement.

6. TERMINATION OF NON-RESIDENTIAL LOCAL CARER AGREEMENT

- 6.1 The Non-Residential Local Carer may, by giving written notice to the Educational Institution Representative described in Item 8 of Schedule 1, terminate this Agreement which notice will be effective immediately upon delivery.
- 6.2 The Educational Institution or an officer of the Educational Institution with the delegated authority of the Educational Institution may terminate this Agreement by providing written notice to the Non-Residential Local Carer which notice will be effective immediately upon delivery of the notice to the address set out in Item 2 of Schedule 1.
- 6.3 The term of this Agreement shall end either when the student turns eighteen (18) years of age or ceases to be an enrolled student at the Educational Institution, whichever shall be the sooner.

7. PERFORMANCE REVIEW AND CRITERIA

- 7.1 The Educational Institution may conduct a performance review of the Non-Residential Local Carer when the Educational Institution requires it and by providing one (1) week's notice of the date upon which the performance review is to take place.
- 7.2 The performance criteria agreed to by the Educational Institution and the Non-Residential Local Carer are specified in Schedule 3.
- 7.3 Within one (1) month of the conclusion of a performance review, or as soon as is practicable thereafter, the Educational Institution shall prepare and give to the Non-Residential Local Carer a statement which sets out:
 - 7.3.1 the Educational Institution's conclusions about the Non-Residential Local Carer's performance during the period the subject of the performance review; and
 - 7.3.2 any directions or recommendations made by the Educational Institution to the Non-Residential Local Carer in relation to that Carer's future performance or the duration of his or her role as a Non-Residential Local Carer.
- 7.4 The performance criteria specified in Schedule 3 may be varied by agreement in writing between the Educational Institution and the Non-Residential Local Carer.

8. DISPUTE & GRIEVANCE PROCEDURES

If any dispute or grievance arises during the currency of this Non-Residential Local Carer's Agreement (including any dispute or question about the meaning or effect of the Agreement) it shall be dealt with in the following manner:

- 8.1 the matter shall be first discussed between the Non-Residential Local Carer and a representative of the Educational Institution with the delegated authority of the Educational Institution with a view to resolving the dispute at that level;
- 8.2 if the matter is not resolved by agreement arising from those discussions, it shall (unless the dispute is referred to arbitration pursuant to sub-clause 8.3 hereof) be submitted to an agreed mediator such as the International Education Conciliator appointed by the Department of Education Services and currently located in that Department, for the purpose of conciliation and mediation;

- 8.3 if such conciliation and mediation do not resolve the matter, either the Educational Institution or the Non-Residential Local Carer may refer it to arbitration. In that event, the matter shall be submitted to a person upon whom the parties agree, and in default of agreement either party may request the person for the time being holding the office of Secretary-General of the Australian Centre for International Commercial Arbitration to appoint an arbitrator to determine the matter. The arbitration shall be conducted in accordance with and subject to the Commercial Arbitration Act 1985. The arbitrator shall have the powers set out in Schedule 1 of that Act. The decision of the arbitrator shall be accepted by the parties as final and binding, subject to any appeal available under Section 64(3) of that Act;
- 8.4 until the matter is determined, the Non-Residential Local Carer shall continue to fulfil his or her duties under this Agreement if so directed by the Educational Institution. Neither the Educational Institution nor the Non-Residential Local Carer shall be prejudiced as to the final resolution of the matter by the continuance of those duties;
- 8.5 the Educational Institution and the Non-Residential Local Carer shall co-operate to ensure that these dispute or grievance procedures are carried out expeditiously;
- 8.6 Each party shall bear his, her or its own costs of the conciliation or mediation with the costs of the arbitral proceedings to be determined in accordance with the Commercial Arbitration Act 1985.

9. CONFIDENTIALITY

Except as may be provided for in this Agreement, agreed in writing by the parties or required by law, the parties to this Agreement will keep strictly confidential the terms and conditions of this Agreement, being documentation communicated in confidence.

10. WAIVER

- 10.1 The failure of either the Educational Institution or the Non-Residential Local Carer at any time to require any performance by either party of a provision of this Agreement shall not affect in any way the provisions of this Agreement.
- 10.2 Any waiver of a breach of this Agreement must be in writing, signed by the party granting the waiver, and shall be effective only to the extent specifically set out in that waiver.

11. NON-RESIDENTIAL LOCAL CARER'S LIABILITY

- 11.1 The Non-Residential Local Carer shall indemnify and hold harmless the Educational Institution in respect of loss or damage suffered or incurred by the Educational Institution where such loss or damage arises or is incurred as a result of any wilful breach or as a result of any neglect by the Non-Residential Local Carer of his or her responsibilities or obligations to the student, the Educational Institution or any other person pursuant to this Agreement or arising at law, in equity or pursuant to statute.
- 11.2 The Non-Residential Local Carer shall not be liable if the Parents do not provide for the financial needs or legal liabilities of the student.

SIGNED AS A DEED on the date set out in Item 1 of Schedule 1.

SIGNED AS A DEED)
for and on behalf of the)
EDUCATIONAL INSTITUTION)
in the presence of:-)

Signature for Educational Institution

Signature of Witness

Print Full Name of Educational Institution
signatory

Print Full Name of Witness

Address of Witness

Occupation of Witness

SIGNED AS A DEED by)
[insert name of Non-Residential Local Carer])
in the presence of:-)

Signature of Non-Residential Local Carer

Signature of Witness

Print Full Name of Witness

Address of Witness

Occupation of Witness

SIGNED AS A DEED by)
[insert name of Parent/s or Legal Guardian/s])
in the presence of:-)

Signature of Parent or Legal Guardian

Signature of Witness

Signature of Parent or Legal Guardian

Print Full Name of Witness

Address of Witness

Occupation of Witness

SCHEDULE 1

Item 1: Date of Agreement

(insert date upon which the Agreement is signed)

Item 2: Non-Residential Local Carer

(insert full name and residential address, telephone, facsimile and email address of the Non-Residential Local Carer)

Item 3: Student

(insert full name, date of birth and both home and local residential addresses, telephone, facsimile and email address of the student)

Item 4: Parent/Parents

(insert names of student's parents or legally appointed Guardians and their address/es, telephone, facsimile and email address)

Item 5: Educational Institution

(insert full name and address of the Educational Institution)

Item 6: The Educational Period

(insert course name and commencement and completion dates)

Item 7: The Fee

(insert the fee [or "nil", if applicable] described in sub-clause 3.1 of the Agreement)

Item 8: The Educational Institution Representative

(insert full name, telephone and facsimile numbers, job title and email address)

SCHEDULE 2

Item 1: Responsibilities of the Non-Residential Local Carer:

To provide a high standard of care to the student and otherwise to carry out the responsibilities of a Non-Residential Local Carer as specified by this Agreement and as further or alternatively required by directions provided to the Non Residential Local Carer from time to time by the Educational Institution, or an officer of the Educational Institution acting with the delegated authority of the Educational Institution. More specifically, the Non-Residential Local Carer is required to:

1. Liaise with the Educational Institution's representative on matters concerning the student and the Educational Institution, including attendance, course progress, grievances, behaviour, welfare, fees, enrolment, discipline, legal matters, future study and career pathways and other matters relating to the student.
2. Liaise with the student's parents on issues such as Educational Institution related matters, medical, health and welfare issues, social and recreational activities, accommodation, financial

and legal matters and discipline. This liaison should include a discussion of arrangements for the emergency medical treatment of the student, e.g. permission to give the student a general anaesthetic.

3. Promote the maintenance of the student's health and medical wellbeing to the fullest extent reasonably possible.
4. Promote the student's social and emotional wellbeing to the fullest extent reasonably possible.
5. Liaise with government departments as required. Examples include:

Department of Immigration & Multicultural Affairs

Issues involved may include visa renewals, corrections to visas, meeting visa requirements and cancellation procedures.

Australian Taxation Office

Matters arising may include obtaining a Tax File Number, completion of a tax return, interest on bank accounts and arrangements for part-time employment.

Medibank Private

Matters may relate to making claims, renewing membership and policy details.

6. Advise and counsel the student both generally, and (except where inappropriate) on personal issues.
7. Assist with the student's essential needs and activities, such as banking, travel and transport.
8. Foster awareness of culturally appropriate behaviour and provide advice, information and guidance on such matters as personal hygiene, relationships with adults, gender relationships, table manners, queuing, time management, recreation and leisure time and study habits.
9. Encourage the student's academic progress.
10. Provide a written report on the student when requested by the Educational Institution.
11. Refrain from disclosing to any other person confidential information about the student without the prior consent of the student, the student's parent or the Educational Institution, (where necessary) unless required to do so by law.

SCHEDULE 3

Performance Criteria:

Carry out the duties including the responsibilities and obligations as specified in Schedule 2 of this Agreement as required of the position of Non-Residential Local Carer in a competent, efficient, responsible and prompt manner, to a standard reasonably expected of persons in a similar position to that of the Non-Residential Local Carer.