

# **RESIDENTIAL LOCAL CARER'S AGREEMENT**

Between:

[INSERT FULL NAME/S OF PARENT/S]

and

[INSERT NAME OF EDUCATIONAL INSTITUTION]

and

[INSERT LOCAL CARER'S FULL NAME]

## 1. DATE OF AGREEMENT AND PARTIES

This 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 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 “**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;

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 “**premises**” means the Local Carer's principal place of residence, described in Item 2 of Schedule 1;

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

2.1.14 “**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 Local Carer shall, in consideration of the payment of the fee as specified in Item 7 of Schedule 1 by the Parents, care for and

accommodate the student in the Local Carer's premises 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 Local Carer
- 3.2.1 shall provide the Educational Institution with a list of the details of all family members and other persons who are or will be normally residing at the premises during any period of this Agreement, including each person's full name and date of birth. The Local Carer shall also provide written details of the study area and sleeping arrangements available to the student at the premises.
  - 3.2.2 shall allow a representative of the Educational Institution to inspect the premises as and when required to do so and with a minimum of twenty-four (24) hours prior notice.
  - 3.2.3 shall upon request provide the Educational Institution with a certificate from a medical practitioner certifying that the Local Carer is medically fit to undertake the duties of the Local Carer.
  - 3.2.4 shall advise the Educational Institution should anyone normally residing in the Local Carer's home represent a serious risk to the health of the student.
  - 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 warrants that he or she has the capacity to provide for the day-to-day care and accommodation of the student in a safe, secure environment and that any subsequent significant changes to the financial or other relevant circumstances of the Local Carer shall be notified to the Educational Institution.
  - 3.2.7 shall provide the Educational Institution with two written character references from persons who are not related to the Local Carer, who have known the Local Carer for at least 2 years, and who are aware at the time of providing the reference that the Local Carer is proposing to enter into this Agreement.
  - 3.2.8 shall, at their own cost, provide to the Educational Institution a consent to allow the Educational Institution to undertake in respect of each person normally resident at the premises who is 16 years of age or older a search of the Family & Children's Services Register and a W.A. Police Service clearance.
  - 3.2.9 shall undertake in-service training in relation to the Educational Institution's discrimination and sexual harassment policies and procedures in order to minimise the risks of contravening the State and Commonwealth laws against discrimination and harassment.
  - 3.2.10 shall meet with a representative of the Educational Institution to discuss any problems or issues, which may arise during the course of the Local Carer's relationship with the student.
  - 3.2.11 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 Prior to the student taking up residence at the Local Carer's premises, where this information is needed for the well being of the student, the Educational Institution shall provide the Local Carer with such information as is then available to the Educational Institution, (unless the Parents have directed in writing that the information remain confidential and that decision has been accepted by the Educational Institution) as is required regarding the student's background, dietary requirements, religious convictions, medical requirements, significant traumatic experiences or behavioural problems (if any) and any other relevant information to assist the Local Carer to meet the needs of the student.
- 4.2 An accommodation appointment letter, a sample of which is provided at Schedule 4, will be drawn up by the Educational Institution and provided to the Local Carer upon appointment.
- 4.3 A representative nominated in Item 8 of Schedule 1 will be appointed by the Educational Institution to provide a contact for the Local Carer or the student within the Educational Institution with whom the Local Carer or the student may discuss any problems which exist between themselves.
- 4.4 A representative of the Educational Institution shall visit the Local Carer's residence for the purpose of examining the ongoing suitability of the premises for student accommodation and the ability of the Local Carer to meet the needs of the student with a minimum of twenty-four (24) hours notice being given prior to each visit unless the Educational Institution has reasonable grounds to believe that the student's health or safety is at risk.
- 4.5 Regular training will be given to the Local Carer as referred to in clause 3.2.9. This includes training in dealing with harassment and discrimination.
- 4.6 By entering into this Agreement the Educational Institution and the 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 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 LOCAL CARER AGREEMENT**

- 6.1 The 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 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 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 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 Local Carer a statement which sets out:
  - 7.3.1 the Educational Institution's conclusions about the 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 Local Carer in relation to the Local Carer's future performance or the duration of his or her role as a Local Carer.
- 7.4 The performance criteria specified in Schedule 3 may be varied by agreement in writing between the Educational Institution and the Local Carer.

## **8. DISPUTE & GRIEVANCE PROCEDURES**

If any dispute or grievance arises during the currency of this 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 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 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 Local Carer shall continue to fulfil his or her responsibilities and obligations under this Agreement if so directed by the Educational Institution. Neither the Educational Institution nor the Local Carer shall be prejudiced as to the final resolution of the matter by the continuance of those responsibilities and obligations;

- 8.5 the Educational Institution and the 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 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. RESIDENTIAL LOCAL CARER'S LIABILITY**

- 11.1 The 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 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 Local Carer shall not be liable if the Parents do not provide for the financial needs or legal liabilities of the student.
- 11.3 The Parents recognise and accept that the student's private property may not be covered under the Local Carer's home contents insurance policy.

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 Local Carer] )  
in the presence of:- )

\_\_\_\_\_  
Signature of 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: Local Carer**

(insert full name, residential address, telephone, facsimile and e-mail of the Local Carer)

**Item 3: Student**

(insert full name, date of birth, home country residential address, telephone, facsimile and e-mail of the student)

**Item 4: Parent/Parents**

(insert name/s of student's parent/s or legally appointed guardian/s, their address/es, telephone, facsimile and e-mail)

**Item 5: Educational Institution**

(insert full name, address, telephone, facsimile and e-mail of the Educational Institution)

**Item 6: The Educational Course**

(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, job title, telephone and facsimile numbers and email address)

## **SCHEDULE 2**

**Item 1: Responsibilities of the Local Carer**

To provide a high standard of care to the student and otherwise to carry out the responsibilities and obligations of a Local Carer as specified by this Agreement and as further or alternatively required by directions provided to the 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 Local Carer is required to:

1. Liaise with the Educational Institution's representative on matters concerning the student and the Educational Institution, including attendance, homework, assessments, accommodation, 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 day-to-day needs and activities, such as banking, travel, transport and attention to homework.
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, homework and study habits.
9. Encourage the student's academic progress.
10. Ensure the safe-keeping of the student's property to the fullest extent reasonably possible.

11. Provide formal consent for Educational Institutional or social activities as required.
12. Provide a written report on the student when requested by the Educational Institution.
13. Contact the Educational Institution, should serious medical treatment, surgery or general anaesthetic be required to be administered to the student for any purpose.
14. Refrain from disclosing to any other person confidential information about the student without the prior consent of the student, the student's parent/s and where necessary the Educational Institution, unless required to do so by law.
15. Advise the Educational Institution of any material change in the Local Carer's circumstances, such as separation from a spouse or partner, changes of residential address, holiday arrangements or absence from the State for a period of two or more days and any other circumstance which may affect the role of Local Carer or the needs of the student.

### **SCHEDULE 3**

Performance Criteria:

Carry out the responsibilities and obligations as specified in Schedule 2 of this Agreement as required of the position of 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 Local Carer.

### **SCHEDULE 4**

(See sub-clause 4.2)

This is to confirm that on [insert date and name of the Local Carer] will provide care, attention, assistance and accommodation for [insert the name of the student] as set out in the Residential Local Carer Agreement dated \_\_\_\_\_.

The Fee of [insert fee] for [insert period covered, e.g. for being Residential Local Carer for 12 months from \_\_\_\_\_] for the Residential Local Carer only will be/has been paid by the parents [insert the names of the parents] of the abovenamed student. See Schedule 1 to the Residential Local Carer Agreement described above.