

# King's High School



## RESIDENTIAL CAREGIVER AGREEMENT

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

Name of school: \_\_\_\_\_ (the **School**)

Host parent's full name: \_\_\_\_\_

Host parent's full name: \_\_\_\_\_ (together the **Host Parents**,  
each a **Host Parent**)

Host parent's address: \_\_\_\_\_  
\_\_\_\_\_ (the **Residence**)

### AGREEMENTS

1. The Host Parent/s agree to support all students in their care to abide by all rules, expectations and curfews set by the School.
2. The Host Parent/s have read and understand the requirements contained in the Information for Residential Caregivers booklet/Homestay Booklet and agree to act as Residential Caregiver to the Student in accordance with these requirements.
3. The School has provided, and the Host Parent/s have read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers.
4. The School agrees that all information regarding the Residential Caregiver relating to the Accommodation will be kept confidential, except disclosure to students or their parents or legal guardians, to any professional consultant or such person where it is in the interests of the students to provide the information or pursuant to any statutory or other legal duty.
5. The Host Parent/s agree that the accommodation provided is safe, positive and is a healthy environment for students and complies with the relevant sections of the Code.
6. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular visits to the Residence and meetings with both students and the Residential Caregiver.
7. The Host Parent/s will immediately inform the School if they become aware of, or have any reason to believe that any student in their care is engaging in any at-risk behaviours.
8. The Host Parent/s will provide the School with no less than fourteen days (14) days prior notice of any circumstances that may affect the Agreement, including wanting to cease being a homestay for a student. This includes any change of Residence or any change to the number of adults over eighteen (18) years of age living at the Residence. Should this not be adhered to and additional costs are incurred by the student or school then the school has a right to withhold one week of the Host family weekly payments.
9. When at any time, the Host Parent/s have a student from the School in their care, they agree not to act as a residential caregiver for any student from another signatory without prior approval from the School.

10. Failure by the Host Parent/s to provide the residential care required may result in the termination of the Agreement.
11. The School may remove a student from the Residential Caregiver at any time without prior notice or agreement at the sole and absolute discretion of the School and this shall terminate the Agreement.
12. This Agreement may be cancelled by the Host Parent/s giving fourteen (14) days' notice to the School. Should the notice period have to be altered due to an emergency situation, 1 week of the Host Parent/family payments will be retained by the school as a direct result of costs associated with the shortened notice period.
13. Contact information for the Residential Caregiver may be shared with the School's host parent community for the purposes of communicating with other host parents and will not be passed on to any other parties or used for any other purpose without written agreement from the Host Parent/s.
14. The School may use photographs and/or video of the Host Parent/s for the purpose of sharing and promoting international education at the School.
15. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.

## EXECUTION

### HOST PARENT/S:

By signing below, the Host Parent/s confirm that they have read the Agreement and agree to be bound by it in all respects:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Host Parent)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Host Parent)

Date: \_\_\_\_\_

### SCHOOL:

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## NZQA Guidelines for the Education (Pastoral Care of International Students) Code of Practice 2016- July 2016

**\*Also used as best practice for supporting domestic students in homestay accommodation**

*Additional information homestays should be aware of.*

### Good practice regarding accommodation

#### When living with a residential caregiver

A declaration from residential caregivers that their home meets all relevant legislative requirements can be used as evidence that living conditions are deemed safe. A home visit will also offer evidence of living conditions in relation to:

- location
- standard of bathrooms and other facilities
- level of safety and security
- standard of cleanliness
- temperature and heating
- appropriate bedroom furniture
- appropriate linen and bedding
- study facilities and living expectations eg night time expectations for 'no devices' during the school week after 10pm.
- provisions for emergencies, e.g. first aid supplies, smoke alarms
- whether the physical and emotional environment is safe for the student
- number and age of students and other residents living in the house.
- Food provided to students

#### Safety checks

It is very important to ensure the safety of international students when selecting accommodation. Students may be staying in accommodation for an extended period, for a short period or in temporary accommodation, alone or with other students.

#### Police checks

Schools are required to complete an 'appropriate safety check for a residential caregiver'. It is expected that a police vet or criminal history check is completed for all adults residing in a homestay who are 18 years of age and over.

As well as a police vet or criminal check, the following checks can be included to ensure an appropriate safety check is undertaken:

- Confirmation of identity, e.g. sighting passport or driver's license
- Home visit
- Character references
- Interviews with host family members.

All information obtained during the safety checking process is confidential. Schools are required to have processes in place to protect the privacy of participants, including any information obtained through the criminal history check or police vetting process.

## Home visits

Home visits are an important strategy to collect information about the quality of residential care.

Schools should visit student accommodation at planned intervals and on a regular basis during the student's stay. The number of visits to a residential caregiver should be sufficient to ensure the quality care provided is of an acceptable standard.

Visits will be once a term, with two formal visits and reports completed each year.

Students who are only here for short term stays will be visited and monitored at the beginning and once during their stay. This may be more often if it is deemed necessary.

The residential carers should be advised by email, text or a phone call that a visit will be taking place.

It can be useful to visit the accommodation while the student is present to gauge the interactions between the student and the residential caregivers. These visits need to be documented and records kept on each visit.

## Effective communication

Schools are required to have procedures for ongoing checking of the residential caregiver and the accommodation to ensure the safety and well-being of the student. It is important to keep written records of monitoring and issues in order to maintain effective communication with families.

The school should attempt to mediate and resolve any issues as they arise and keep families informed of progress.

Expectations in relation to accommodation can be clearly set out in written contracts, accommodation agreements and codes of conduct for students.

## Student interviews

Student interviews are an important strategy to gather information about the well-being and care of international students. All students should be interviewed on a planned, regular basis to ascertain they are safe, their accommodation is appropriate and their academic, social and emotional needs are being met.

The number of student interviews should be sufficient to ensure international staff are informed and up-to-date with information about international student well-being and care. All interviews should be documented and records kept.

During student interviews, it is helpful to ask open-ended questions that allow students to describe how they feel generally about their living conditions. Questions might include, asking about activities they undertake with their residential carer, food, family routines, people in the home, bedroom and facilities, any issues arising out of their living situation.

Schools should have a documented process in place to follow up from student interviews if necessary.

Problems discovered during an interview should be referred to the appropriate person. Serious concerns should be followed up immediately. Gathering perspectives is vital in any situation, please do not take offence if we are seeking 'everyone's views' eg student and host family'.

### **A Designated caregiver situation (Specific to: International Students)**

Designated caregivers are relatives or close family friends designated in writing by a parent or legal guardian of an international student under 18 years as the caregiver and accommodation provider for that student.

A written agreement is required from parents or legal guardians who wish to provide residential care for their child through a designated caregiver. There is a fee associated with this.

Designated caregivers are approved by the signatory and will undergo safety checking prior to approval. Once approved however, designated caregivers agree that the signatory is not responsible for the student whilst in their care.

A committed and ongoing relationship between the student's family and the designated caregiver is an important element of a successful designated caregiver placement.

### **Appropriate supervision**

The laws of New Zealand relating to the supervision of minors also applies to international students.

Students under the age of 14 should not be left in the home alone at any time. Residential caregivers should notify the school if they will be away overnight if the international student will not accompany them. Alternative arrangements should be made.

### **Students 18 years and over**

Where students are able to arrange their own accommodation, schools are required to support them to access relevant advice and information about their rights and obligations as a tenant.

Many schools, however, require international students who are 18 years of age or over to agree to terms of their enrolment that are consistent with those under 18 years. In this case, students agree to abide by all school policies and procedures.

For international students 18 years and over enrolled in schools, this expectation should be clearly communicated prior to signing a student contract.

New Zealand laws to note:

Care of Children Act 2004

Children, Young Persons and their Families Act 1989.