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## International Student Agreement

**Please review this document carefully. This document creates a legally binding agreement for participation in the Board of Education of School District No. 71 Comox Valley's International Student Programs.**

### INTRODUCTION:

The Board of Education of School District No. 71 Comox Valley (the "School District"), wishes to provide a challenging and exciting program to students studying in our International Programs. This Agreement sets out the terms on which a student is accepted into the program and the obligations on those students and their families.

### GENERAL CONDITIONS

#### When this agreement is binding:

This Agreement is not binding upon the School District until it is signed by a parent or guardian of the student and the student applying for admission, is accepted by the School District and an offer of admission is made to the student by the School District, and all tuition fees are paid.

#### Placement

While the School District takes into consideration requests for placement at a particular school, the final decision on any placement is determined solely by the School District, taking into account space availability and the appropriate program for the student based on the School District's assessment.

#### What I am agreeing to:

1. I agree that as a condition of participating in the School District's International Programs that my child:
  - a. must comply with the laws of Canada and British Columbia;
  - b. must comply with the School and School District Rules, Policies and Code of Conduct including the School District's [Computer and Internet Access Responsible Use Agreement](#).
  - c. must comply with the terms of this International Student Agreement;
  - d. must not use drugs or alcohol or smoke;
  - e. must not own, rent or drive a motor vehicle;
  - f. must comply with all Homestay terms set out in this Agreement, and obey family rules and show respect for members of the Homestay family;
  - g. must not change Homestay arrangements without the consent of the School District, District Principal, International Student Program or designate;
  - h. must attend all registered classes in the International Program, unless unable by reason of illness or injury to do so and must provide a note from a Parent, guardian or Homestay family for any absences;
  - i. must not withdraw from courses without consent of school officials, and may not substitute online courses for the equivalent in-class course;
  - j. must complete homework as assigned;
  - k. must not travel outside of the Comox Valley unless accompanied by an adult of at least 25 years of age or as part of the International Program; and
  - l. must maintain an up-to-date Citizenship and Immigration Canada Study Permit.

#### My representations:

2. I represent to the School District that my child has no history of engaging in criminal behaviour or sexual misconduct.
  3. I know of no reason why my child cannot successfully participate in the School District's International Student Program.
  4. I understand that Canada is a culturally diverse country and that my child will be expected to respect people of other sexes, races, religious and cultural backgrounds.
  5. I understand and agree that any information included in my child's application for participation in the International Student Program in School District No. 71 Comox Valley is incorporated into and forms part of this agreement and I represent that it is true. How this agreement can be ended:
  6. I agree that the School District may end this agreement at any time, without notice and without refunding any tuition paid, and may send my child home at my expense if:
    - a. any information in my child's application for admission is untrue;
    - b. my child breaches any of the obligations set out in paragraph 1; or
    - c. my child is unable to perform or is not performing to a reasonable academic standard (grade average of less than C- or equivalent).
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## Fee Schedule and Refund Policy

7. In the event that my child does not come to Canada or decides not to attend or to leave the School District's International Program, I agree that the following terms will apply:
  - a. The application fee is non-refundable in any circumstances.
  - b. For students in their first year of participation in the International Student Program, the following will apply:
    - i. the full tuition fee, less the application fee, will be refunded upon receipt of satisfactory evidence that the Study Permit was not approved by Citizenship and Immigration Canada (CIC);
    - ii. Forty five percent (45%) of the tuition fee, less the application fee and homestay placement fee, will be refunded if the student withdraws prior to commencement of the program;
    - iii. no tuition refund will be granted, for any reason, if the student withdraws after 30 calendar days of commencing the program.
  - c. If a student indicates they will be returning to the School District's International Programs for a second or subsequent year and withdraws prior to commencing the second or subsequent year, the following will apply:
    - i. Forty five percent (45%) of the annual tuition fee will be refunded if they withdraw from the program prior to June 30 of the year in which the second or subsequent year of studies is to commence; and
    - ii. no refund will be provided for any withdrawal after June 30 of the year in which the second or subsequent year of studies is to commence.
  - d. No refund will be provided if a student is dismissed from the program because of a violation of this Agreement.
  - e. All international student fees for new and returning students must be paid, in full, three (3) months in advance of a student program start date. For example, if a student is starting school on September 1, all fees should be received by the School District by June 1.
  - f. In certain circumstances an international fee paying student may become eligible to become a non-fee paying student upon their parent or guardian becoming ordinarily resident in British Columbia. A student may only change their status from fee-paying to non-fee paying before September 30 of the applicable school year. No refund of tuition will be provided to any student whose status changes after September 30th of the applicable school year.

## Insurance

8. The Student is obliged at all times to maintain adequate medical and health insurance while in Canada and the School District is not responsible for any loss or damage suffered by the student as a result of failure to maintain adequate insurance. International students are required to enroll in medical insurance through the School District's International Program office for the entire duration of his or her program in the School District. If a student cancels or fails to extend his or her insurance when required, the School District is not responsible for any loss or damage suffered by the student as a result of failure to maintain adequate insurance.

## Assumption of Risk

9. I understand that there are risks associated with my child enrolling in the School District and that my child will not be under constant supervision. I understand that medical and health emergencies can occur without warning. I voluntarily assume the risk that my child may suffer illness, injury or another emergency and agree that I will not bring any claim against the School District or any of its employees for any injury suffered by my child while participating in the International Programs.
10. I understand that my child may wish to participate in extracurricular activities such as sports teams, field trips, or school clubs. I give my permission for my child to participate in such extracurricular activities if the Custodian in their discretion considers such activity appropriate. However, I understand that the School District may determine not to allow my child to participate in high risk activities such as skiing, surfing, snowboarding, mountain climbing, kayaking or canoeing unless I also provide my consent to that activity.

## Collection, Use and Disclosure of Personal Information

11. I understand that for the purposes of my child's participation in the School District's International Programs, the School District will collect, use and disclose personal information about me and my child, including information about my child's health and education as well as contact information for me and my child. I understand that that information will be collected, used and disclosed for the purposes of offering and administering the International Programs as permitted by the British Columbia *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and the British Columbia *School Act* and may be shared with school authorities, medical and social service providers, homestay providers, custodians and others as required.

Please initial: \_\_\_\_\_

Yes – I agree to the use of my and my child's personal information for purposes consistent with the above.

No – I do not agree with the use of my and my child's personal information for purposes consistent with the above.

Student please initial: \_\_\_\_\_

Yes – I <Student> agree to the use of my personal information for purposes consistent with the above.

No – I <student> do not agree to the use of my personal information for purposes consistent with the above

12. I agree that under FOIPPA, the School District has the legal authority to collect personal information about students and their families for educational and related purposes. The personal information collected by the School District may include images of identifiable students including class photos, individual photos, sporting, and special event photos. It is a tradition in the School District to publish student names and/or photographs of individual students and groups of students commemorating events, or promoting or celebrating participation in various educational, sports and cultural activities. Students' names, photographs and comments may be published in the School yearbook, newsletters, honour rolls, programs, calendars, annual reports, and the School or School District webpage. While such activities promote student achievement and accomplishments, the School District recognizes that there may be sensitivities to publishing such images where they name and/or identify students. Accordingly, I agree that my child's name, photograph or comments relating to these types of School activities may be used for these purposes.

**Please initial:** \_\_\_\_\_

CheckBox  Yes – I agree to the use of my child's personal information for purposes consistent with the above.

CheckBox  No – I do not agree with the use of my child's personal information for purposes consistent with the above.

**Student please initial:** \_\_\_\_\_

CheckBox  Yes – I <Student> agree to the use of my personal information for purposes consistent with the above.

CheckBox  No – I <Student> do not agree to the use of my personal information for purposes consistent with the above.

13. From time to time, teachers may use various websites and applications that store data outside Canada, such as Google Docs, Prezii, or NoodleBib. Parents and students must be aware that student information may reside on servers not located in Canada and their consent is required to use such websites. Students are expected to use their school district-assigned email address and follow teacher guidelines when using website applications.

**Parent please initial:** \_\_\_\_\_

CheckBox  Yes – I give my consent for my child, for learning purposes, to use website applications where servers are located outside Canada.

CheckBox  No – I do not give my consent for my child, for learning purposes, to use website applications where servers are located outside Canada..

**Student please initial:** \_\_\_\_\_

CheckBox  Yes – I <Student> give my consent for learning purposes, to use website applications where servers are located outside Canada.

CheckBox  No – I <student> do not give my consent, for learning purposes, to use website applications where servers are located outside Canada..

### **Termination of Participation in International Program**

14. I understand that my child's participation in the International Programs may be terminated at the discretion of the Administrators of the International Programs without any refund of fees, and that my child may be sent home at my expense if he or she does not adhere to the School District rules, standards, and instructions as set forth in the school's agenda, handbook and this Agreement and any related policies or guidelines.
15. I agree that the School District is not liable for any loss suffered by my child or me as a result of any labour dispute that may affect the delivery of an educational program.

### **TERMS THAT APPLY WHEN PARTICIPATING IN HOMESTAY PROGRAM**

16. As a participant in the School District's International Program Homestay option, the terms and conditions set out in this part will apply.
17. The student agrees to follow the Host Family guidelines outlined in the Student Orientation Manual, and the house rules of the host family.
18. The student agrees that in the event of a problem or disagreement with his or her host family, which cannot be resolved, the Host Family Coordinator will be notified promptly for assistance.
19. The student agrees to cooperate with his/her homestay and respect their rules and guidelines.
20. The student agrees to complete the student travel request form, with his/her Host Parent(s), at least five (5) days before departure and receive approval from the School District's International Student Program District Principal or designate.
21. The student will be provided basic Internet access including wifi at no cost, subject to reasonable limits on data usage.
22. The student will be provided with a key to the house (and to their bedroom, if a lock is installed).
23. The student understands that s/he is ultimately responsible for all of his/her own personal entertainment costs and personal supplies, including school stationary supplies.
24. The Host Family is not responsible for housing the student's visiting family members (if any) during the course of the year unless otherwise agreed. The student will not invite visitors/friends into the home to visit or study unless given specific permission to do so by his/her Host Family. The student will never have visitors/friends stay overnight in their bedroom or elsewhere without prior permission from the Host Family and/or Homestay Coordinator. The student will not stay overnight other than in the Host Family home without prior permission from the Host Parents and/or the Homestay Coordinator.
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- 25. The student will share the same responsibilities to the Host Parents and to the general household as those held by the family's own children of similar age. The student agrees to follow all house rules regarding behavior, curfews, attendance at meals, etc. and to occasionally share in the performance of household duties normally undertaken by the household's own children.
- 26. The student understand that the Host Family will provide guidance and supervision to the student consistent with that which would be provided by a careful and prudent parent.
- 27. The School District may at any time change the Homestay arrangements, including, without limitation, moving the student to a different Host Family.

**PROVISIONS THAT APPLY TO THIS ENTIRE AGREEMENT**

**Forum for Dispute Resolution**

- 28. I agree that any dispute arising under the interpretation, application or performance of this agreement or in any way arising out of my child's participation in the School District's International Programs will be resolved in a British Columbia Court and I agree that I will not bring proceedings in any other court or jurisdiction and irrevocably attorn to the jurisdiction of British Columbia courts.

**Release**

- 29. I waive and release all claims against the School District for injury, loss, damage, accident, delay or expense resulting from my child's participation in the School District's International Programs. I also release the School District and agree to indemnify it, with regard to any financial obligations or liabilities that the School District may incur as a result of claims by others, or that my child may personally have or incur, or any damage or injury to the person or property of others that my child may cause while participating in the International Programs.
- 30. I understand that the School District is not responsible for any loss or injury suffered by my child or me. If my child becomes ill or incapacitated, the School District may take such actions as it considers necessary, including securing medical treatment and transporting my child home at his or her own expense. I release the School District from all liability related to such actions.

**Consent to Medical Treatment**

- 31. I authorize the School District and, if applicable, my child's Homestay Parents to consent to any x-ray examination, anaesthetic, medical or surgical diagnosis or treatment or hospital care which is deemed advisable by and is rendered under the general supervision of any licensed physician or surgeon, whether such treatment or diagnosis is rendered at the office of such physician or at a hospital.
- 32. It is understood that this authorization is not given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of the School District to give specific consent to any and all such diagnoses, treatment or hospital care such physician may deem advisable.

**Amendment**

- 33. This Agreement with the School District cannot be modified or interpreted except in writing by the School District.

**Please Complete the Agreement Below:**

I, \_\_\_\_\_ [Parent/Guardian (circle one)], agree to the participation of \_\_\_\_\_ (Name of Student) on the terms set out in this agreement and I have read and understand the terms of this international student agreement and agree to comply with this agreement and that these terms and conditions are binding on me and on \_\_\_\_\_ (Name of Student).

\_\_\_\_\_  
Signature [Parent/Guardian (circle one)]

\_\_\_\_\_  
Date

I, \_\_\_\_\_ (Name of Student) have read and understood the terms of this international student agreement and agree to comply with this agreement and that these terms and conditions are binding on me.

\_\_\_\_\_  
Signature

