



Comox Valley International Student Program

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International Student Agreement

Please review this document carefully. This document creates a legally binding agreement for participation in the International Student Program (the "**Program**") operated by The Board of Education of School District No. 71 (Comox Valley) (the "**Board**").

INTRODUCTION

The Board of Education of School District No. 71 (Comox Valley) (the "**Board**") wishes to provide a challenging and exciting experience to students studying in our Program. This International Student Agreement (this "**Agreement**") sets out the terms on which a student (a "**Student**") applying for admission to the Program may be accepted and the obligations of the Student and the Student's parent or guardian (the "**Parent or Guardian**") once a Student is accepted into the Program.

WHEN THIS AGREEMENT BECOMES BINDING

This Agreement is not binding upon the Board until it is signed by the Student and the Parent or Guardian, is accepted by the Board, an offer of admission is made to the Student by the Board, and all tuition fees are paid.

SCHOOL PLACEMENT

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

AGREEMENTS OF THE STUDENT AND THE PARENT OR GUARDIAN

1. The Student and the Parent or Guardian agree that, as a condition of participating in the Program, the Student shall at all times while participating in the Program:
 - a. comply with the laws of the Province of British Columbia and the laws of Canada applicable therein;
 - b. comply with the rules and procedures of the school at which the Student is placed (the "**School**") and the Board's Rules, Policies and Code of Conduct, including the Board's Computer and Internet Access Responsible Use Agreement.
 - c. comply with the terms of this Agreement;
 - d. not possess or use any non-prescription drugs or alcohol or any tobacco, cannabis or vapor products;
 - e. not own, rent or drive a motor vehicle;
 - f. comply with all Homestay terms set out in this Agreement, and obey family rules and show respect for members of the Homestay Host's family;
 - g. not change Homestay arrangements without the consent of the custodian appointed by the Board for the Student (the "**Custodian**");
 - h. attend all classes in which the Student is registered in the Program, unless a Parent or Guardian, the Custodian or the Student's Homestay Host confirms in writing that the Student is unable to attend by reason of illness or injury;
 - i. not withdraw from any courses without the consent of School officials, and not substitute any online course for the equivalent in-class course;
 - j. complete homework as assigned;
 - k. not travel outside of the Comox Valley unless accompanied by an adult of at least 25 years of age or as part of the Program; and
 - l. comply with Immigration, Refugee, and Citizenship Canada ("**IRCC**") requirements and abides by the terms and conditions of their temporary residence status in Canada.

REPRESENTATIONS OF THE PARENT OR GUARDIAN

2. The Parent or Guardian represents to the Board as follows:
 - a. the Student has no history of engaging in criminal behaviour or sexual misconduct;
 - b. the Parent or Guardian knows of no reason why the Student cannot successfully participate in the Program; and
 - c. the Parent or Guardian understands that Canada is a culturally diverse country and that the Student will be expected to respect people of other genders, races, religious and cultural backgrounds.
3. The Parent or Guardian understands and agrees that any information included in the Student's application for participation in the Program (the "**Student Application**") is incorporated into and forms part of this Agreement and represents that such information is true and correct.

HOW THIS AGREEMENT MAY BE TERMINATED

4. The Board may terminate this Agreement at any time without prior notice and without refunding any tuition paid, and the Student's participation in the Program may be terminated and the Student may be sent home at the expense of the Parent or Guardian, if:
 - a. any information in the Student Application is untrue;
 - b. the Student breaches any of the obligations set out in Article 1 of this Agreement;
 - c. the Student is unable to perform or is not maintaining a grade average of at least C- or the equivalent; or
 - d. the Student does not adhere to the Board's rules, standards, and instructions as set forth in the school's agenda, handbook and this Agreement and any related policies or guidelines.

FEE SCHEDULE AND REFUND POLICY

5. In the event that the Student does not come to Canada or decides not to attend or to leave the Program, the Parent or Guardian agrees that the following terms will apply:
 - a. The Application Fee and Homestay Placement Fee are non-refundable.
 - b. Refunds will only be paid to the original sender by the original payment method per Canada's anti-money laundering and anti-terrorist financing regulations.
 - c. Students who withdraw from the Program at least three months plus one day prior to the start of their studies, shall only be entitled to receive the following refund:
 - i. 100% tuition fee; and
 - ii. All other fees that have not been used, less any costs incurred by the Board.
 - d. Students who withdraw from the Program three months prior to the start of their studies, shall only be entitled to receive the following refund:
 - i. 45% of the tuition fee; and
 - ii. All other fees that have not been used, less any costs incurred by the Board.
 - e. Students who are denied Study Permits or who are found otherwise inadmissible to Canada, other than those found to have been inadmissible for misrepresentation per. *Immigration and Refugee Protection Act (Canada) s.40(1)(a)*, must provide evidence of Study Permit refusal or Temporary Resident refusal by way of refusal letter from Immigration, Refugees and Citizenship Canada ("**IRCC**"), prior to the start date of their Program, verifying the denial in order for the following to apply:
 - i. 100% tuition fee; and
 - ii. All other fees that have not been used, less any costs incurred by the Board.
 - f. Students who have not received Study Permit approval letters from IRCC at least 30 days prior to commencement of their studies may, one-time only, defer to the following subsequent intake date without penalty.
 - g. Students who withdraw after their Program commences, and Students who are in violation of this Agreement and are dismissed from the Program, will only be entitled to the following refund:
 - i. 0% tuition fee; and
 - ii. All other fees that have not been used, less any costs incurred by the Board.
 - h. Students who experience unforeseen or extenuating circumstances, beyond their control, may, one-time only, defer to the following subsequent intake date at no penalty or may be eligible to withdraw from the Program and receive a tuition adjustment or refund, less any costs incurred by the Board. Students must submit supporting

documents satisfactory to the Board. Examples of unforeseen or extenuating circumstances may include but are not limited to:

- i. Death or severe illness of an immediate family member;
 - ii. International travel bans, including nonessential travel advisories i.e. COVID-19;
 - iii. Labour dispute where the closure of the School exceeds 90 days; or
 - iv. other circumstances deemed valid and at the discretion of the Board.
- i. Students who become eligible for Provincial Operating Grant funding, who are in attendance and who have submitted all documentation to support their eligibility for funding to the Board by September 30 of the school year, shall be refunded any tuition or other fees paid for that school year.

INSURANCE

6. The Student is required to enroll in medical insurance through the Program office (the "**Program Insurance**") with the Board's insurance provider (the "**Insurance Provider**") for the entire duration of his or her participation in the Program. The Student is obliged at all times to maintain adequate medical and health insurance while in Canada and the Board is not responsible for any loss or damage suffered by the Student as a result of failure to maintain adequate insurance while the Student is in Canada and outside the Program enrollment dates.

COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

7. The Student and the Parent or Guardian understand that, for the purposes of the Student's participation in the Program, the Board will collect, use and disclose recorded information about an identifiable individual (herein referred to as "**Personal Information**") regarding the Student and the Parent or Guardian, including information about the Student's health and education, as well as contact information for the Student and the Parent or Guardian. The Student and the Parent or Guardian understand that Personal Information will be collected, used and disclosed for the purposes of offering and administering the Program, including, but not limited to, offering and administering the Program Insurance through the Insurance Provider, as permitted by the British Columbia *Freedom of Information and Protection of Privacy Act* ("**FOIPPA**") and the British Columbia *School Act*, and Personal Information may be shared with school authorities, medical, social and other service providers, Homestay providers, the Insurance Provider, the Custodian and other third parties as required to carry out these purposes. Although the Board will take reasonable steps to secure the Personal Information provided to it, in accordance with FOIPPA, the Board does not guarantee, and the Student and the Parent or Guardian should not expect, that the Personal Information will always remain secure, as the Board cannot fully eliminate the risk of technical failure, security breach, unauthorized access, unauthorized disclosure, theft, misuse or loss of information (collectively, a "**Privacy Breach**"). Further, the Board cannot control, nor is the Board responsible for, the privacy practices of any third party to which the Board discloses your Personal Information to in accordance with this section, including, but not limited to, the privacy practices of the Insurance Provider.

**Parent or
 Guardian
 initial**

I have read the above section and I agree to the collection, use and disclosure of my Personal Information and the Student's Personal Information for purposes consistent with the above.

**Student
 initial**

I have read the above section and I agree to the collection, use and disclosure of my Personal Information for purposes consistent with the above.

8. The Student and the Parent or Guardian understands that the Personal Information collected, used and disclosed by the Board may include images of identifiable students, including class photos, individual photos, sporting, and special event photos. It is a tradition in the Board 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 relating to these types of School activities may

be published in the School yearbook, newsletters, honour rolls, programs, calendars, annual reports, and the School or Board webpage. While such activities promote student achievement and accomplishments, the Board recognizes that there may be sensitivities to publishing such images where they name and/or identify students.

Parent or
Guardian
initial

I have read the above section and I agree to the collection, use and disclosure of my Personal Information and the Student's Personal Information for purposes consistent with the above.

Student
initial

I have read the above section and I agree to the collection, use and disclosure of my Personal Information for purposes consistent with the above.

9. From time to time, teachers may use various websites and applications that store data on servers located outside Canada, such as Google Docs, Prezii, or NoodleBib (the "**Learning Website Applications**"). In addition, the Insurance Provider may use websites and applications that store data on servers located outside Canada. The Student and the Parent or Guardian are aware that, in using the Learning Website Applications, and in enrolling and using the Program Insurance, the Student's Personal Information may reside on servers not located in Canada. The Student is expected to use their Board-assigned email address and follow teacher guidelines when using the Learning Website Applications.

Parent or
Guardian
initial

I have read the above section and I give my consent for the Student, for learning purposes and insurance purposes, to use the Learning Website Applications and to enroll in and use the Program Insurance, where data is stored on servers that are, or may be, located outside Canada, as described above.

Student
initial

I have read the above section and I give my consent, for learning purposes and insurance purposes, to use the Learning Website Applications and to enroll in and use the Program Insurance, where data is stored on servers that are, or may be, located outside Canada, as described above.

For more information on, or any questions regarding, the collection, use and disclosure of Personal Information by the Board, please contact:

The District Secretary-Treasurer
607 Cumberland Road, Courtenay, B.C. V9N 7G5
1-250-334-5500

TERMS THAT APPLY WHEN A STUDENT PARTICIPATES IN A HOMESTAY

The terms and conditions set out in this article apply to any Student in the Program who is placed in a home (the "**Homestay**") to live with an adult host (the "**Host**") in a family setting.

10. The Student agrees as follows:
- To follow the Homestay guidelines outlined in the Student Orientation Manual, and the house rules of the Host;
 - to cooperate with the Host and respect their rules and guidelines;
 - to complete the student travel request form, with the Host, at least five (5) days before departure and receive approval from the Board's Program District Principal or designate;
 - to share the same responsibilities to the Host and to the general household as those held by the family's own children of similar age;
 - 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 Host's own children; and

- f. to not invite visitors into the Homestay home to visit or study unless given specific permission to do so by the Host. The Student will never have visitors stay overnight in their bedroom or elsewhere without prior permission from the Host and the Homestay Coordinator. The Student will not stay overnight anywhere other than in the Homestay home without prior permission from the Host and the Homestay Coordinator.
11. The Parent or Guardian understands and agrees as follows:
- the Student will be provided basic internet access, including wifi at no cost, subject to reasonable limits on data usage;
 - the Student is ultimately responsible for all their own personal entertainment costs and personal supplies, including school stationary supplies;
 - the Student will be provided with a key to the Homestay home (and to their own bedroom if a lock is installed);
 - the Host is not responsible for housing the Student's visiting family members (if any) during the year unless otherwise agreed;
 - the Host will provide guidance and supervision to the student consistent with that which would be provided by a careful and prudent parent;
 - if a problem or disagreement with the Host arises and cannot be resolved, then the Homestay Coordinator will be notified promptly for assistance; and
 - the Board may at any time change the Homestay arrangements, including, without limitation, moving the Student to a different Homestay home and Host.

ASSUMPTION OF RISK

12. The Parent or Guardian understands and agrees that: (a) there are risks associated with the Student enrolling in the Program; (b) the Student will not be under constant supervision; (c) medical and health emergencies can occur without warning; (d) the Parent or Guardian voluntarily assumes the risk that the Student may suffer illness, injury or other emergency while participating in the Program.
13. The Parent or Guardian understands that the Student may wish to participate in extracurricular activities such as individual and team sports, field trips, and school clubs. The Parent or Guardian hereby gives their permission for the Student to participate in all such extracurricular activities. Without limiting the foregoing, the Parent or Guardian hereby agrees that the Board may allow the Student to participate in potentially high risk activities such as skiing, surfing, snowboarding, mountain climbing, kayaking or canoeing unless the Parent or Guardian directs the Board in writing not to allow the Student to participate in such activities without the express written consent of the Parent or Guardian.

RELEASE AND INDEMNITY

14. The Student and the Parent or Guardian hereby waive and release any and all claims each may have against the Board, its employees and agents, for any liabilities, claims, losses, damages, costs or expenses (including legal costs on a solicitor client basis) (collectively, the "**Claims**") suffered or incurred by the Student or the Parent or Guardian by reason of, resulting from, arising in connection with, or in any way relating to: (a) the Student's participation in the Program, including, but not limited to, any harm or injury suffered by the Student while participating in the Program; (b) any labour dispute that may affect the delivery of the Program or any other educational program related thereto; (c) any Privacy Breach which may affect, include or relate to the Personal Information of the Student or the Parent or Guardian collected, used or disclosed by the Board, or by any third party, including, but not limited to, the Insurance Provider; and (d) any Medical Action taken by the Board, its employees and agents (including the Student's Custodian or Host, if applicable).
15. The Parent or Guardian hereby covenants and agrees to indemnify and hold the Board harmless from and against any Claims that the Board may incur by reason of, resulting from, arising in connection with, or in any way relating to: (a) any damage or injury to any person or property that the Student may cause, or contribute to; or (b) any negligence, willful misconduct or breach or non-performance by the Student or the Parent or Guardian of any representation, covenant or other provision of this Agreement.

16. All amounts recoverable pursuant to any Claim by the Student or the Parent or Guardian against the Board shall in no event in the aggregate be greater than the total amount received by the Board from the Parent or Guardian in relation to the Student's participation in the Program.

MEDICAL ACTION AND CONSENT TO MEDICAL TREATMENT

17. If the Student becomes ill, injured or incapacitated, the Board may take such actions as it considers necessary, including securing medical treatment and transporting the Student home at his or her own expense. The Parent or Guardian hereby authorizes (the "**Authorization**") the Board and, if applicable, the Student's Custodian or Host to consent to any x-ray examination, anesthetic, 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. Any action taken or consent given pursuant to this section is collectively referred to herein as the "**Medical Action**".
18. 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 Board and, if applicable, the Student's Custodian or Host, to give specific consent to any and all such diagnoses, treatment or hospital care as a licensed physician or surgeon may deem advisable.

GOVERNING LAW AND FORUM FOR DISPUTE RESOLUTION

19. This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Any dispute arising under the interpretation, application or performance of this Agreement or in any way arising out of the Student's participation in the Program will be resolved in a British Columbia Court and the Student and the Parent or Guardian agree that they will not bring proceedings in any other court or jurisdiction and irrevocably attorn to the jurisdiction of British Columbia courts.

AMENDMENT

20. This Agreement cannot be modified or amended except in writing signed by the Board, the Student and the Parent or Guardian.

SEVERABILITY

21. If any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

WAIVER

22. No waiver by the Board of any breach or default by the Student or the Parent or Guardian of any provision of this Agreement will be effective unless evidenced in writing. No waiver of any default or provision of this Agreement shall constitute or shall be deemed to constitute a waiver of any other default or provision, nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

ENTIRE AGREEMENT

23. This Agreement contains the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes and replaces all previous written and oral agreements between the parties hereto with respect to the subject matter hereof.

COUNTERPARTS AND ELECTRONIC SIGNATURES

24. This Agreement may be executed in separate counterparts and all the executed counterparts together shall

constitute one agreement. This Agreement may be delivered by email, in PDF format, and the parties may rely upon all such electronic signatures as though they were original signatures.

EXECUTION OF THIS AGREEMENT

I, _____
(the "Parent or Guardian"), agree to the participation of, my child (the "Student"), on the terms set out in this Agreement. I have read and understand the terms and agree to comply with this Agreement and I further understand these terms and conditions are binding on me and on my child.

I, _____
(the "Student") have read and understand the terms and agree to comply with this Agreement and I further understand these terms and conditions are binding on me.

Signature of the Parent or Guardian

Student Signature

Date

Date

This Agreement is accepted by the Board on _____, 20____

**THE BOARD OF EDUCATION OF SCHOOL
DISTRICT NO. 71 (COMOX VALLEY)**

Per: _____
Authorized Signatory
Gregory Kochanuk
District Principal of International Education