



International Student Agreement

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. 8 (Kootenay Lake)'s International Programs. This document must be signed by the Student and Natural Parent. An agent can not sign on behalf of the student or parent.

INTRODUCTION:

The Board of Education of School District No. 8 (Kootenay Lake) 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 initial tuition fees are paid in accordance with the attached schedule.

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 Network and Internet Appropriate Use (*See board policy 220, Use of computer/internet/online resources & communications*) and any policies and guidelines specifically applicable to International Students, as amended from time to time;

- c. must comply with the terms of this International Student Agreement;
- d. must not use drugs or alcohol or smoke/vape;
- e. must wear helmets when participating in high-risk activities including but not limited to skiing/snowboarding, skateboarding/longboarding, biking, and horseback riding. Natural parents and/or agent will be notified of non-compliance.
- f. must never participate in viewing, sharing or creating sexually explicit material or content.
- g. must not drive a motor vehicle other than their own and subject to the requirement that they have a valid British Columbia Driver's License and provide satisfactory proof of parental permission to drive;
- h. must, if my child is participating in a Homestay, comply with all Homestay terms set out in this Agreement, and obey family rules and show respect for members of the Homestay family;
- i. must not change Homestay arrangements without the consent of the International Program Administrator, Jann Schmidt
- j. 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;
- k. must not withdraw from courses without consent of school officials, and may not substitute online courses for the equivalent in-class course;
- l. must complete homework as assigned;
- m. must not travel outside of GEOGRAPHIC AREA unless accompanied by an adult of at least 25 years of age or as part of the International Program; and
- n. must maintain an up-to-date Citizenship and Immigration Canada Study Permit.

Custodian

2. I understand that as a condition of my child studying in Canada, Citizenship and Immigration Canada may require the appointment of a custodian for my child. I understand and agree that if my child remains in Canada following the conclusion of the School Year or educational program in which my child is enrolled, it is my responsibility to obtain a suitable replacement custodian for my child.

My representations

3. I represent to the School District that my child has no history of engaging in criminal behaviour or sexual misconduct.
4. I know of no reason why my child cannot successfully participate in the School District's International Program.
5. 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.
6. I understand and agree that any information included in my child's application for participation in the International Program in School District No. 8 (Kootenay Lake) is incorporated into and forms part of this agreement and I represent that it is true.

How this agreement can be ended:

7. 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 (INSERT APPLICABLE STANDARD).

Fee Schedule

8. Fees and payment terms for participation in the International Student Program are set out in the attached schedule. Additional fees apply for participation in the Homestay program, as set out below, as well as for various incidentals, including Airport Transfers, field trips, and extracurricular activities.

Insurance

10. My child is obliged to at all times 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 International Programs office for the entire duration of their program in the School District.

Assumption of Risk

11. 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.

12. 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. Extra costs that may apply to extracurricular activities are the student or natural parent.

Termination of Participation in International Program

13. 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.
14. 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.

COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

1. 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.

Parent Please initial: ____

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

Check Box 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: ____

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

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

2. 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.

Parent Please initial: _____

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

Check Box 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: _____

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

Check Box No - I do not agree with the above.

3. 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: _____

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

Check Box 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: _____

Check Box Yes - I give my consent for learning purposes, to use website applications where servers are located outside Canada.

Check Box No - I do not give my consent, for learning purposes, to use website applications where servers are located outside Canada.

TERMS THAT APPLY WHEN PARTICIPATING IN HOMESTAY PROGRAM
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1. As a participant in the School District's International Program Homestay option, the terms and conditions set out in this part will apply.
2. Students may expect to be welcomed into the home with the spirit that they are new members of the Host Family. They will be invited to partake in family outings and other activities. They must be provided with reasonable use of the house and amenities. The term "reasonable" means that the visiting student should enjoy the same privileges and opportunities enjoyed by the Host Family's own children of similar age. In short, they will be treated like a member of the extended family.
3. The student is not responsible for purchasing their own linens, blankets, towels, etc.
4. The use of family toiletry articles, such as shampoo, soap, etc., is open to students, but, if they have special requests or needs in this area, they must pay for these themselves.
5. The student is responsible for all of their own mobile phone costs. If the student and the host agrees to the student having their own telephone line, the student is responsible for all costs incurred including installation and monthly charges.
6. The use of the family television, Internet, stereo and other such household items is under the control of the Host Parents. If it should become apparent that the student should be spending more time on study (as reflected in school marks, comments), use of these items may be restricted by the Host Parents.
7. The student will be provided basic Internet access at no cost, subject to reasonable limits on data usage.

8. The student will be provided with a key to the house (and to their bedroom, if a lock is installed).
9. The student will have access to laundry facilities.
10. 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.
11. The Host Family will provide a clean, orderly, pleasant and safe living environment for the student. The student will have a private bedroom with natural sunlight, a desk, chair, dresser, closet, night table, lamp, and bed. The Host Family will not enter the student's bedroom without consent except in emergency circumstances, where there are concerns over the health or welfare of the student or when the student is not present. The student will not enter the bedrooms of any Host Family members without permission. The Host Family must provide a lock for the student's bedroom if the student makes such a request. The student will provide the primary host with a copy of the key to their bedroom door if this door has a lock fitted.
12. The student will have access to a private or shared bathroom that is clean and hygienic with adequate fixtures that are in good repair.
13. The Host Family will provide the student with written house rules. The primary language spoken in the Host Family home will be English.
14. 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
15. Host Family. The student will never have visitors/friends stay overnight in their bedroom or elsewhere without prior permission from the Host Family and Homestay Contractor. The student will not stay overnight other than in the Host Family home without prior permission from the Host Parents and the Homestay Contractor.
16. 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.
17. 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.
18. The student may be held accountable for any intentional or accidental damage they cause to the property or possessions of the Host Family caused by the student. The cost of damages will be the financial responsibility of the student or natural parent.

19. The School District may at any time change the Homestay arrangements, including, without limitation, moving the student to a different Host Family.
20. Fees for participation in the Homestay program are as set out in the annual International Program Fee Schedule.

PROVISIONS THAT APPLY TO THIS ENTIRE AGREEMENT

Forum for Dispute Resolution

1. 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

2. 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.
3. 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

4. I authorize the School District and, if applicable, my child's Homestay Parents 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.
5. 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

6. This Agreement with the School District cannot be modified except in writing.

Acknowledgement of understanding of Agreement

7. I understand that this agreement creates binding legal obligations on me. I have either read and understood the terms of this agreement or have had them fully explained to me by an individual fluent in English and in my first language.

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 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 AND ON _____ (NAME OF STUDENT).

DATE

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 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 AND ON _____ (NAME OF STUDENT).

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.

DATE

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

Student Signature

Date