



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

Schedule A - Refund of Fees

The Board of Education of Kootenay Lake School District No. 8 (“School District” or “we”, “us” or “our”) is pleased to offer to international students an opportunity to attend and participate in educational studies in British Columbia (each an “Educational Program”). This document explains our procedures for refunding fees when a student enrolls in an Educational Program and later seeks to withdraw.

These procedures may change from time to time, and any amendments will be effective when posted. If there is any conflict between these procedures and the terms of your Agreement with the School District, the terms of the Agreement will govern.

1. **Relationship to Agreement.** This Schedule forms part of the agreement (“**Agreement**”) to which it is appended, which is between the School District and the parents/guardians of a student (“**Student**”) for the provision of an educational program to the Student (the “**Educational Program**”).
2. **Scope.** This Schedule governs requests for refunds of payments that have been paid to the School District on behalf of the Student including by his/her parents/guardians under the Agreement (the “**Fees**”). This Schedule does not apply or impose any obligation on the School District to refund or reimburse any amounts paid by on behalf of the Student including by his/her parents/guardians to third parties.

Making a Request for Refund

3. **Applications for Refunds.** A request for a refund of Fees paid to the School District may be made, excluding the Non-Refundable Fees listed in section 4, (the “**Program Fees**”) in the event that the Student voluntarily withdraws or is withdrawn from the Educational Program. Requests for refunds must be submitted to the School District in writing, state the reason or basis for the cancellation or withdrawal and must be accompanied by supporting documentation.
4. **Non-Refundable Fees.** The following Fees are not refundable (“**Non-Refundable Fees**”) in any circumstances and regardless of the reason for a student’s cancellation or withdrawal:
 - i. Application Fee of \$350
 - ii. any fees or expenses that have been collected by the School District and are payable or have been remitted to third parties on the Student’s behalf (e.g. medical fees, insurance fees, assessment fees) (“**Third Party Payments**”).

When Refunds are Not Available

5. Refunds shall not be issued for a Student who:
 - a. is suspended or expelled from an Educational Program or required to withdraw due to their own inappropriate behavior, such as where the student fails to comply with the School District's Code of Conduct or any applicable laws or the rules, policies or procedures of the School District or its homestay program;
 - b. is removed from the Program because information provided in their application for enrollment is determined by the School District to be false or misleading, including undisclosed illness, medical or mental health conditions or undisclosed educational needs; or
 - c. submits a request for a refund more than 30 days after the commencement of the Educational Program.

6. **Eligibility.** The School District will refund Program Fees with respect to a withdrawing Student in accordance with the following terms, and subject to the limits set out in this Schedule. The School District will refund Program Fees in the following circumstances:
 - a. the Student is refused a study permit by Immigration Canada, provided that the refusal is not due to the Student's delay or failure to apply sufficiently in advance of the commencement of the Educational Program and subject to the Student providing supporting documentation satisfactory to the School District;
 - b. the Student is unable to travel to Canada due to travel bans or restrictions imposed by a provincial or the federal government of Canada or the government of the Student's country of residence; or
 - c. the School District is satisfied that the Student is medically unfit or unable to travel to and attend in Canada to participate in the Educational Program, provided that the Student supplies, upon request, appropriate medical documentation supporting the reasons for the request, and the Student or his/her parents/guardians were unaware of the medical restriction at the time of acceptance of this Agreement;

provided that the refund request is received at least 14 days prior to the commencement of the Educational Program.

7. **Refund Request Deadlines:** Program Fees are not refundable if notice of cancellation or withdrawal is provided to the School District less than 14 days prior to the commencement of an Educational Program.

When Refunds will be Considered

8. **Calculation of Refund Amount.** The Student and his/her parents/guardians acknowledge that the withdrawal of the Student from the Educational Program will cause the School District to incur loss, including loss of income and the costs and expenses associated with the Student's placement and intended provision of an Educational Program. The School District reserves the right to limit the refunded Program Fees to offset its own losses and expenditures arising from the Student's withdrawal from the Educational Program. In the ordinary course, the following limits will be applied to a refund of Program Fees:
 - a. Two-thirds (2/3) of the Program Fees will be refunded in the event that the withdrawal is submitted less than 90 but more than 60 days prior to the commencement of the Program;
 - b. One-half (1/2) of the Program Fees will be refunded in the event the withdrawal is submitted within 60 but more than 30 days of the commencement of the Educational Program; and
 - c. One-quarter (1/4) of the Program Fees will be refunded in the event the withdrawal is submitted less than 30 days but more than 14 days of the commencement of the Educational Program.

* The reduction in amount of Program Fees refunded may differ depending on the program area. Please refer to your contract with the School District for more information.

9. If a Student and the parent with whom they reside become "ordinarily resident" in British Columbia (within the meaning of the British Columbia *School Act*) after the payment of the Program Fees, but prior to the commencement of the Educational Program such that they are entitled to an educational program from the School District free of charge, the student shall be entitled to a refund of the Program Fees provided that the School District receives notice and proof of the changes of residency status prior to the commencement of the Educational Program.

10. **Cancellation or Interruption by the School District.** In the event of a cancellation of the Educational Program by the School District, the School District's sole obligation and liability to the Student and his/her parent/guardian shall be to pay:
 - a. A full refund of the Program Fees in the event that the School District cancels the Educational Program prior to its commencement.
 - b. A partial refund of the Program Fees in the event that the School District cancels the Educational Program after its commencement, which refund shall correspond to the portion of the Educational Program not delivered, calculated pro rata on a daily basis.
 - c. No refunds shall be issued under this section 9 if the Student withdraws prior to cancellation by the School District. For greater clarification, the School District will not refund the Non-Refundable Fees.
11. **COVID Delays or Interruptions** - We are not responsible and shall not be liable for any delay or interruption in the Educational Program that arises out of or is caused, directly or indirectly, by the COVID-19 pandemic, including without limitation any associated public health requirements, travel restrictions, civil unrest or operational closures.
12. In anticipation of the possibility that an Educational Program maybe disrupted due to COVID-19 related causes, we encourage students to obtain appropriate insurance coverage to address any and all possible losses, including the loss of travel or other expenses incurred by the Student in contemplation of his/her attendance and participation in the Educational Program. The School District shall not be liable for any such losses or expenses.
13. In the event of a disruption or delay in an Educational Program, the School District will make reasonable efforts to resume delivery of the Educational Program as soon as we can do so safely and in accordance with legal requirements and public health guidance. We reserve the right to facilitate delivery by making changes to the Educational Program, such as by delivering the services by alternative means.

Delays and Interruptions - Force Majeure

In the event that the School District is not able to perform its obligations under this Agreement or the delivery of the Educational Program is delayed or interrupted as a result of events outside of the School District's control, including, without limitation, because of strikes, pandemics, disease outbreak, work stoppages, accidents, acts of

war or terrorism, civil or military disturbances, nuclear or natural catastrophes or Acts of God, and interruptions, loss or malfunction of utilities, communications or computer (software and hardware) services, the School District will not be considered in breach of this Agreement by reason of such delays or non-performance and shall not be liable to the student or his or her parents/guardians for any loss, injury or expense caused by or arising out of such delays, interruptions or non-performance. In such circumstances, the School District will provide students and their parents/guardians with prompt notice of the intervening event, and shall use reasonable efforts to resume the Educational Program as soon as it is legally permissible and the School District, acting reasonably, is practically able to do so. In such circumstances, the School District may, at its discretion, resume the Educational Program through alternative methods of delivery, including distance, online or distributed learning.

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

Student Signature

Date