



## **School District No. 60 (PEACE RIVER NORTH)**

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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. #60 (Peace River North)'s International Programs.**

#### **INTRODUCTION:**

The Board of Education of School District No. # 60 (Peace River North) (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, the student applying for admission is accepted by the School District, an offer of admission has been made to the student by the School District and tuition fees are paid in accordance with the condition stated in the acceptance letter.

##### **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 as per Board Policy 4001 located at [www.prn.bc.ca/policy](http://www.prn.bc.ca/policy) 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;
  - e. must not drive a motor vehicle;
  - f. must, if my child is participating in a Homestay, comply with all Homestay terms set out in this Agreement, obey family rules and show respect for members of the Homestay family;
  - g. must not change Homestay arrangements without the consent of the District Principal of International Education, Mr. Brian Campbell;
  - h. must attend all registered classes in the International Program, unless unable by reason of illness or injury 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;
  - j. must complete homework as assigned;
  - k. must not travel outside of the North Peace Region of B.C. 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.

**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 genders, 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. 60 (Peace River North) 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

**Fee Schedule and Refund Policy**

8. Fees and payment terms for participation in the International Student Program are included in the student acceptance package. Additional fees apply for participation in the Homestay program, as well as for various incidentals, including Airport Transfers, field trips, and extracurricular activities.
9. In the event that my child does not come to Canada or decides not to attend or leaves the School District's International Program, I agree that the following terms will apply:
  - a. Application fees are non-refundable in any circumstance.
  - b. Cancellation of registration prior to the first day of class: 50% of the first semester's tuition less commission paid on the first semester.
  - c. Cancellation of registration after classes begin, but before the 10th day of class: 25% refund of the first semester's tuition less commission paid on the first semester.

- d. Cancellation of registration after the 9th day of class: No refund.
- e. No refund will be granted if the student is found to be in violation of the rules and regulations of the program and SD #60 and is, as a result of this violation, removed from the program. Students will be sent home at the student's expense by the first available transport.
- f. No refund will be granted if it is found that the student obtained admission to the SD #60 International Student Program under false pretenses or with forged documents. Any inaccuracy in the application submission is grounds for the District to terminate the agreement and send the student home without refund at the parent's own expense.
- g. The Peace River North School District (#60) is not liable for losses/expenses that may incur as a result of the District being unable to provide education owing to labour disputes, inclement weather conditions or other causes beyond its control.
- h. If the student's education needs are greater than disclosed on the application, the District reserves the right to charge for extra support if such support is available.
- i. Students who cancel their registration before they arrive at School District # 60 will receive a 100% refund on pre-paid tuition beyond the first semester less any commission paid on that tuition.
- j. Application Fee, Homestay Finding Fee and Student Fee: No refund. Once a student arrives at SCHOOL DISTRICT #60, there will be no refund on pre-paid tuition beyond the current semester.
- k. First month's Homestay fee: No refund if cancellation occurs less than 30 days prior to the beginning of the semester. 100% refund if cancellation occurs 30 or more days before the start of the semester.
- l. 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 30<sup>th</sup> of the applicable school year.
- m. Students who are denied a study permit from a Canadian Embassy are eligible for a 100% tuition, Homestay security deposit and first month Homestay refund.

## Insurance

10. My child is obliged to, at all times, maintain adequate medical and health insurance while in Canada. International Students are required to enrol 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 Program.
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.

## Collection, Use and Disclosure of Personal Information

13. 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 and check one box below: \_\_\_\_\_

- Yes – I, \_\_\_\_\_ (print name) 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.

14. 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 and check one below: \_\_\_\_\_

- Yes – I, \_\_\_\_\_, (print name) agree to the use of my child's personal information for purposes consistent with the above.
- No – I do not agree with the use of my child's personal information for purposes consistent with the above.

15. 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: \_\_\_\_\_

- Yes – I, \_\_\_\_\_, (print name) give my consent for my child, for learning purposes, to use website applications where servers are located outside Canada.
- No – I do not give my consent for my child, for learning purposes, to use website applications where servers are located outside Canada..

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

16. I understand that my child's participation in the International Programs may be terminated at the discretion of the Administrators of the International Program, 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.

17. I agree that the School District is not liable for any loss suffered by my child or myself as a result of any labour dispute that may affect the delivery of an educational program.

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

18. As a participant in the School District's International Program Homestay option, the terms and conditions set out in this part will apply.
19. 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.
20. The student is not responsible for purchasing their own linens, blankets, towels, etc.
21. 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.
22. The student is responsible for all of their own mobile phone costs.
23. 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.
24. The student will be provided basic Internet access at no cost, subject to reasonable limits on data usage.
25. The student will be provided with a key to the house.
26. The student will have access to laundry facilities.
27. 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.
28. 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 dresser, closet, 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.

29. The student will have access to a private or shared bathroom that is clean and hygienic with adequate fixtures that are in good repair.
30. The Host Family will provide the student with written house rules.
31. The primary language spoken in the Host Family home will be English.
32. 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 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 Coordinator. The student will not stay overnight other than in the Host Family home without prior permission from the Host Parents and the Homestay Coordinator.
33. 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.
34. 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.
35. 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**

36. 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 Program 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

37. 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.
38. I understand that the School District is not responsible for any loss or injury suffered by my child or myself. 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

39. 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.
40. 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

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

## Acknowledgement of Understanding of Agreement

42. 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