



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. # 68 Nanaimo Ladysmith Public Schools International Programs.

INTRODUCTION:

The Board of Education of School District No. # 68 Nanaimo Ladysmith 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 must:
 - a. comply with the laws of Canada and British Columbia;
 - b. comply with the School and School District Rules, Policies and Code of Conduct;
 - c. comply with the School District Network and Internet Appropriate Use and Privately Owned Electronic Devices Appropriate Use policies;
 - d. comply with the terms of this International Student Agreement;

- e. not buy alcoholic beverages or drugs, either for their own use or for other people;
- f. not possess or consume drugs or alcoholic beverages;
- g. not drive a motor vehicle;
- h. comply with all Homestay terms set out in this Agreement and obey family rules and show respect for members of the Homestay family;
- i. not change Homestay arrangements without the consent of the District Principal of the International Student Education program;
- j. attend all registered classes in the International Program, unless unable by reason of illness or injury to do so and provide a note from a Parent, guardian or Homestay family for any absences;
- k. not withdraw from courses without consent of school officials, and may not substitute online courses for the equivalent in-class course;
- l. complete homework as assigned;
- m. maintain at least a 60% average in studies;
- n. not travel outside of Nanaimo overnight unless accompanied by an adult of at least 25 years of age or as part of the International Program;
- o. obtain written permission from ISE Program staff for overnight trips outside of Nanaimo;
- p. maintain an up-to-date IRCC – Immigration, Refugees and Citizenship Canada Study Permit;
- q. depart from Canada on June 30th at the latest, unless private arrangements have been made for homestay accommodation for a later July departure. The signature below indicates that the natural parent absolves School District 68 (Nanaimo-Ladysmith) and its employees of all responsibility for the student after June 30th until the student's late August arrival in Nanaimo and return to the homestay for the new school year.

MY REPRESENTATIONS

2. I represent to the School District that my child has no history of engaging in criminal behaviour or sexual misconduct.
3. I know of no reason why my child cannot successfully participate in the School District's International Program.

4. I understand that Canada is a culturally diverse country and that my child will be expected to respect people of other sexes, races, religious and cultural backgrounds.
5. I understand and agree that any information included in my child's application for participation in the International Program in School District No. 68 is incorporated into and forms part of this agreement and I represent that it is true.

HOW THIS AGREEMENT CAN BE ENDED:

6. I agree that the School District may end this agreement at any time, without notice and without refunding any tuition paid, and may send my child home at my expense if:
 - a. any information in my child's application for admission is untrue;
 - b. my child breaches any of the obligations set out in paragraph 1; or
 - c. my child is unable to perform or is not performing to a reasonable academic standard (grade average of 60% or equivalent).

FEE SCHEDULE AND REFUND POLICY

7. In the event that my child does not come to Canada or decides not to attend or to leave the School District's International Program, I agree that the following terms will apply:
 - a. The application fee is non-refundable in any circumstances.
 - b. All request for refunds be in writing.
 - c. For students in their first year of participation in the International Programs, the following will apply:
 - i. the full tuition fee, less the application fee, will be refunded upon receipt of satisfactory evidence that the Study Permit was not approved by IRCC – Immigration, Refugees and Citizenship Canada;
 - ii. A full refund of tuition will be paid, minus a \$500.00 administration fee, less the application fee, will be refunded if the student withdraws prior to commencement of program;
 - iii. one half (1/2) of the tuition fee, less the application fee, will be refunded if the student withdraws within 30 calendar days of commencing the program; and
 - iv. no refund will be granted, for any reason, if the student withdraws after 30 calendar days of commencing the program.

- d. If a student indicates they will be returning to the School District's International Programs for a second or subsequent year and withdraws prior to commencing the second or subsequent year, the following will apply:
 - i. The tuition deposit paid by a returning student against the tuition for the following school year is non-refundable.
 - ii. no refund will be provided for any withdrawal after July 15 of the year in which the second or subsequent year of studies is to commence.
- e. No refund will be provided if a student is dismissed from the program because of a violation of this Agreement.
- f. No refund of tuition will be paid if the student is unsuccessful in two homestays due to serious problematic behavior on the part of the student.
- g. 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.
- h. Two-thirds (2/3) of tuition fees will be refunded if a student's immigration status changes after the Official Letter of Acceptance has been issued but prior to September 30th of the year for which the tuition has been paid.
- i. No refund of tuition will be provided to any student whose status changes after September 30th for which the tuition has been paid.
- j. If a student withdraws or is dismissed the ISE program and does not complete his/her program, the balance of the homestay fees will be refunded upon request.

INSURANCE

- 8. 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

- 9. I understand that there are risks associated with my child enrolling in the School District and that my child will not be under constant supervision. I understand that medical and health emergencies can occur without warning. I voluntarily assume the risk that my child may suffer illness, injury or another emergency and agree that I will

not bring any claim against the School District or any of its employees for any injury suffered by my child while participating in the International Programs.

10. I understand that my child may wish to participate in extracurricular activities such as sports teams, field trips, or school clubs. I give my permission for my child to participate in such extracurricular activities if the Custodian in their discretion considers such activity appropriate. However, I understand that the School District may determine not to allow my child to participate in high risk activities such as skiing, surfing, snowboarding, mountain climbing, kayaking or canoeing unless I also provide my consent to that activity.

COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

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

Please initial: _____

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

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

Please initial: _____

- Yes – I 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.

13. From time to time, teachers may use various websites and applications that store data outside Canada, such as Google Docs, Prezii, or NoodleBib. Parents and students 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 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.

CONSENT TO MEDICAL TREATMENT

14. 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.
15. 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.

RELEASE

16. 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.
17. 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.

18. 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.

19. 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.

AMENDMENT

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

PLEASE COMPLETE THE AGREEMENT BELOW

All parents listed in the application are required to sign 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).

SIGNATURE

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).

SIGNATURE

DATE