



## **International Student Agreement**

**Please review this document carefully. This document creates a legally binding agreement for participation in the Sooke School District's International Programs.**

### **Introduction:**

The Board of Education of School District No. 62 (Sooke) (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.

### **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 tuition fees are paid.

### **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 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 or be in the possession of illegal drugs or alcohol;
- e. Must not drive or purchase a motor vehicle;
- f. Must not own or be in the possession of a weapon or item that may resemble a weapon;
- g. Must, if my child is participating in a Homestay, comply with all terms of the Homestay Agreement, and obey family rules and show respect for members of the Homestay family;
- h. Must not change Homestay arrangements without consent of the International Program;
- i. Must attend all registered classes in the International Student 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;
- j. Must not withdraw from courses without consent of school officials;
- k. Must complete homework as assigned;
- l. Must not travel outside of the Greater Victoria Area unless accompanied by Homestay family or unless prior approval has been obtained by the International Student Program;
- m. Must maintain an up-to-date Citizenship and Immigration Canada Study Permit, as required.

**My representations:**

- 2. I represent to the School District that my child has no history of engaging in criminal



behavior or sexual misconduct.

3. I know of no reason why my child cannot successfully participate in the School District's International Student 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, and 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 the School District 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 reasonable academic standard (grade average of less than C- or equivalent).

### **Fee Schedule and Terms of Refund:**

7. Fees are due by the deadline indicated on the invoice, issued at the time of acceptance into the International Student Program. Please refer to the "Schedule A: Refund of Fees" appended to this Agreement.

### **August Academic Preparation Program and Terms of Refund:**

8. All new students who indicate that they will be on the Graduation Program in British Columbia will be automatically registered in the August Academic Preparation Program, which takes place in the month prior to the start of the school year in their first year of secondary school studies.

Should students wish to cancel their participation in the program, all applications for refunds must be made in writing and addressed to the International Student Program



office of the Sooke School District. Calculations for refunds will be made based upon date of receipt of written notification.

- Full refund less \$250 administrative charge per student if application for Student visa or study permit is rejected.
- 2/3 refund for withdrawals more than 30 days before program start date.
- 1/2 refund for withdrawals more than 14 days before program start date.
- No refund for withdrawals less than 14 days before program start date.
- There will be no refund of fees in the event that there is a delay in the application and approval of the Student visa or study permit.

### **Insurance**

9. The Student is obliged to at all times maintain adequate medical and health insurance while in Canada and that the School District is not responsible for any loss or damage suffered by the student as a result of failure to maintain adequate insurance. Students are required to enroll in medical insurance through the International Programs office for the entire duration of their program in the Sooke School District. Students who remain in Canada beyond the program end date are responsible for their own medical and health insurance. If a student cancels or fails to extend their insurance when needed, the School District is not responsible for any loss or damage suffered by the student as a result of failure to maintain adequate insurance.

### **Assumption of Risk**

10. 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.
11. I understand that the Student may wish to participate in extracurricular activities such as sports teams, field trips, or school clubs. I give my permission for the Student to participate in such extracurricular activities if the Custodian in their discretion considers such activity appropriate. However, I understand that the School District may not 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**

12. 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 Signature:**

\_\_\_\_\_ - 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.

13. 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, videos, honour rolls, programs, calendars, annual reports, and the School or School District webpage and/or social media pages. 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.



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**Parent Signature:**

\_\_\_\_\_ 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.

### Consent to Google Apps for Education services

14. School District #62 (Sooke) will be allowing students in grades 4-12 access to a district-managed Google Apps for Education (GAFE) account. This account provides students with a powerful collection of online collaboration and productivity tools, as well as online file storage to be used for educational purposes.

A list of the specific educational uses, more information on SD62 GAFE, Privacy, and acceptable and unacceptable use of the Google Apps platform can be accessed at: <http://communicateit.sd62.bc.ca/google-apps/>. Each staff and student will have their own secure login and password and receive instruction on how to appropriately use the GAFE platform in ways that protect personal student information. Student account information (student first, last name and grade level), as well as any documents uploaded onto the Google Apps platform will be disclosed to Google who hosts and stores this information on secure servers located outside of Canada. Inside of the GAFE platform there are no ads, no data-mining, or selling of data. For more info please visit <https://www.google.com/edu/trust/>. This information is still subject to the laws of foreign jurisdictions including, the USA Patriot Act. Privacy legislation requires that we inform you of this and obtain your consent to this arrangement.

The following Google Apps for Education services apply:

Students (Grades 4-8)	Students (Grades 9-12)
GAFE email account is limited to only SD62 domains (@sd62learns.org and @sd62.bc.ca)	GAFE email account is not limited to SD62 domains (@ssd62learns.org and @sd62.bc.ca)



Google Drive (unlimited storage, including docs, sheets, slides, forms, and drawing)	Google Drive (unlimited storage, including docs, sheets, slides, forms, and drawing)
Ability to share data is set to private by default	Ability to share data is set to private by default
Google Drive is limited sharing to only SD62 domains	Google Drive is not limited to sharing with SD62 domains
Google Calendar and Google Classroom	Google Calendar and Google Classroom

The use of the Google Apps for Education service is not an educational requirement for students. Students will not be obliged to use these digital tools, and all school activities that rely on the use of these digital tools will have some equivalent means of student participation. At no time will a student be denied participation in a school-sponsored event or activity because they have not been issued a Google Apps for Education account.

**Parent Signature:**

\_\_\_\_\_ Yes – I agree to the use of my child’s information for Google Apps for Education.

\_\_\_\_\_ No – I do not agree with the use of my child’s information for Google Apps for Education.

### Consent to Medical Treatment

15. I authorize the School District and my child’s Homestay Parent 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.
16. 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.



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

17. I understand that my child's participation in the International Program 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/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.

## **Force Majeure**

18. 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 of 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 reasonable, 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.

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

19. As a participant in the School District's International Program Homestay option, the terms and conditions set out in this part will apply.
20. 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.

21. The Student is not responsible for purchasing their own linens, blankets, towels, etc.
22. 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.
23. The Student is responsible for all of their own mobile phone costs.
24. The use of the family television, Internet, electronic media/equipment 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, teacher comments, etc), use of these items may be restricted by the Host Parents.
25. The Student will be provided basic Internet access at no cost, subject to reasonable limits on data usage.
26. The Student will be provided with a key or a lock code to the house.
27. The Student will have access to laundry facilities or will have clothing and bedding laundered for him/her.
28. The Student understands that s/he is ultimately responsible for all of his/her own personal entertainment costs and personal supplies, including school stationery supplies.
29. The Host Family will provide a clean, orderly, pleasant and safe living environment for the Student. The Student will have a private, fully-furnished bedroom. The Host Family will respect the Student's privacy.
30. The Student will have access to a private or shared bathroom that is clean and hygienic with adequate fixtures that are in good repair.
31. The Host Family will go over house rules and expectations with the student within the first week of arrival.
32. The primary language spoken in the Host Family home will be English.
33. The Host Family is not responsible for housing the Student's visiting family members or



friends (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 the Host Family. The Student will never have visitors/friends stay overnight in their bedroom or elsewhere without prior permission from the Host Family.

34. 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 and chores normally undertaken by the household's own children.
35. The Student understands 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.
36. The School District may at any time change the Homestay arrangements, including, without limitation, moving the Student to a different Host Family.
37. The Student will contact their Homestay Coordinator with any concerns regarding the Homestay arrangement. Any moves will be made only in situations and according to timelines as deemed necessary by the School District Homestay staff.
38. Fees for participation in the Homestay program are paid to the School District according to the established fee schedule.
39. The Student understands that the School District provides Homestay accommodation and Custodianship for the duration of the Program, from September 1 to June 30 of each school year. The Student understands that the School District is not responsible for students after June 30, and expects that all students will depart their homestay and the country on or prior to June 30. Any extensions beyond this date are private arrangements and parents agree to sign a Program Release of Responsibility Form.

## **PROVISIONS THAT APPLY TO THIS ENTIRE AGREEMENT**

### **Forum for Dispute Resolution**

40. 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.

### **English Version prevails**

41. If this Agreement is translated into any other language and there is a difference between the English version and the translated version, the English version shall prevail.

### **Release**

42. I waive and release all claims against the School District for the 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 incur, or any damage or injury to the person or property of others that my child may cause while participating in the International Programs.
43. 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.
44. 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.
45. 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**

This Agreement with the School District cannot be modified or interpreted except in writing



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by the School District.

**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).

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE

\_\_\_\_\_  
DATE



## **Schedule A**

### **Refund of Fees**

1. **Relationship to Agreement.** This Schedule forms part of the International Student Agreement (“**Agreement**”) to which it is appended, which is between the School District and the parents/guardians (the “**Contracting Party**”) of a student (“**Student**”) for the provision of an educational program to the Student (the “**Educational Program**”).
2. **Scope.** This Schedule addresses eligibility for and requests for refunds of payments that have been paid to the School District on behalf of the Student 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.
3. **Applications for Refunds.** A request for a refund of Fees paid to the School District may be made by the Contracting Party, excluding the Non-Refundable Fees listed in section 4, (the “**School 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 \$250.00
  - ii. Administrative fee of \$500.00
  - iii. 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**”).
5. **When Refunds Not Available.** Refunds shall not be issued in respect of 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 beyond the end of the first calendar month in which the Educational Program commenced.
6. **Eligibility.** The School District will refund School 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 School 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;
  - d. in certain circumstances a Student may become eligible for government funding upon their parent or guardian becoming ordinarily resident in British Columbia. A Student may only change their status from fee-paying to funding-eligible before September 30<sup>th</sup> of the applicable school year. No refund of School Fees will be provided to any Student whose status changes after September 30<sup>th</sup> of the applicable school year.
7. **Refund Request Deadlines:** School Fees are not refundable if notice of cancellation or withdrawal is provided to the School District beyond the end of the first calendar month in which the Educational Program commenced.
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 School 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 School Fees:

- a. 2/3 of the School Fees will be refunded in the event that the withdrawal is submitted prior to the start of the Educational Program; and
- b. 1/2 of the School Fees will be refunded in the event the withdrawal is submitted within the first calendar month of the start of the Educational Program.

**9. Cancellation or Interruption by the School District.**

- a. 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:
  - i. A full refund of the School Fees in the event that the School District cancels the Educational Program prior to its commencement.
  - ii. A partial refund of the School 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.

No refunds shall be issued under this section 9 if the Student withdraws prior to cancellation by the School District.

- b. The School District reserves the right to cancel the Student's enrollment in the Educational Program if the School District does not receive the Fees for that Student within the timelines indicated on the invoice. A cancellation of the Student's enrollment in such circumstances, shall not entitle the Student to a refund under this section 9 or under this Policy.

**10. COVID-19 - Delays and Interruptions.** Notwithstanding any other provision in this Agreement, the School District is 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 compliance with any associated public health requirements or guidance, travel restrictions imposed by governmental authorities or operational closures in compliance with the requirements or guidance of public officials in Canada or British Columbia. It is



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the Student's responsibility to obtain appropriate insurance coverage to address any and all losses, including the loss of travel or other expenses incurred by the Student as a result of COVID-19 related causes, and the School District shall not be liable for any such losses or expenses. The School District shall not be considered in breach of this Agreement by reason of any delay or interruption in the Educational Program due to the above causes, provided that it resumes the provision of the Educational Program as soon as it is legally permitted and reasonably able to do so, including where resumption of the services occurs through distributed or distance learning or other alternative means of delivery. The School District will provide notice to Students and their parents/guardians of any anticipated delays or disruptions in the Educational Program due to COVID-19 related causes.