



## International Student Participation Agreement

**Please review this Agreement carefully. This Agreement sets out the terms and conditions for participation in Greater Essex County District School Board's International Students Program (the "Program").**

**TO: GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD (the "School Board")**

The undersigned parents or legal guardians (the "**Parents**"), as applicable, of the undersigned student (the "**Student**") for whom admission into the Program is being applied for (together sometimes hereinafter referred to collectively as "**We**"), hereby acknowledge, consent, covenant and agree as follows:

### **1. Introduction**

This Agreement sets out the terms and conditions on which the Student will be permitted to participate in the Program and the agreements and obligations of the Parents and the Student in respect thereof.

### **2. Process for Acceptance**

The submission of this Agreement to the School Board is part of the application process for admission of the Student into the Program. The acceptance of the Student into the Program is conditional upon all required materials, agreements and fees being submitted to the School Board (including, this Agreement) and the School Board issuing both a letter of acceptance and a letter of accommodation in respect of the Student.

### **3. Student Placement**

The final decision on any placement of the Student within a particular school will be determined solely by the School Board, taking into account space and educational programming availability.

### **4. Parameters and Conduct for Participation in Program**

At all times, while in Canada for purposes of attending the Program, the Student must and will:

- a. comply with the laws of Canada and the Province of Ontario;
- b. comply with all of the Rules, Policies, Regulations and Codes of Conduct of the School Board and the school (the "**School**") at which the Student is placed, including, without limitation, the School Board's Digital Responsibility Policy and Regulation;
- c. comply with the terms of this Agreement;
- d. not use drugs or alcohol;
- e. not drive or operate a powered vehicle of any type (land, water or air);

- f. not be a passenger in any type of powered vehicle (land, water or air), unless the operator: is at least twenty-five (25) years of age; is the owner of the vehicle; is properly licensed to operate the vehicle; and, carries all insurance required by law;
- g. comply with all agreements, rules and expectations relating to or in respect of the Student's living accommodations;
- i. not use the School Board's computers or Internet facilities to: access or download pornographic content; access or download pirated or unlicensed content; or breach or violate any copyright or other laws;
- j. not change the Student's Canadian living accommodations, without advising the School Board's Administrator of the Program, in writing;
- k. attend classes on a daily basis, unless unable to due to illness or injury;
- l. provide a note from an adult person (acceptable to the School Board), for any absence;
- m. not withdraw from courses (without the written consent of the School Board), and not substitute or attempt to substitute in-class courses for equivalent online courses;
- n. make a determined effort in all school work;
- o. maintain a full course load (which for high school students is a minimum of three (3) courses per semester);
- p. maintain a C or sixty-five percent (65%) grade average;
- q. complete all homework and other assignments, as assigned to the Student;
- r. obey teachers and other School Board personnel;
- s. participate in a School or community sport or club activity; and
- t. maintain an up-to-date, validly issued Government of Canada study permit.

## 5. Representations and Warranties

We represent and warrant to the School Board that:

- a. all information in the application (the "**Application**") for the admission of the Student into the Program is and will be true and accurate;
- b. the Student has no history of engaging in criminal behaviour or sexual misconduct;
- c. the Student has no known history of social or behavioural problems that could affect the Student's successful participation in the Program; and
- d. there is no other reason why the Student cannot successfully participate in the Program.

If the Student's educational needs are greater than disclosed to the School Board in the Application, the undersigned agree to pay the School Board such additional fees as the School Board may reasonably levy in relation thereto, whether for additional support (if available) or otherwise.

## 6. How Participation in the Program can be Ended

The School Board may terminate the Student's participation in the Program at any time and without refunding any fees or other amounts paid and may arrange to have the Student sent home at the Parents' expense if:

- a. any information in the Application is determined by the School Board to be untrue;
- b. the Student breaches or fails to comply with any of the provisions of this Agreement; or
- c. the Student or the Parents contend that any provision of this Agreement is unenforceable.

In such circumstances, the Parents will cooperate with the School Board and take all actions as may be required to arrange for the Student's transportation home. Without in any way limiting the foregoing, the Parents hereby agree to forthwith reimburse the School Board for any costs and expenses incurred by it in connection with the School Board's decision to terminate the Student's participation in the Program and arranging for the Student's return home to the Student's country of origin.

## 7. Refund Policy

If the Student: does not come to Canada; does not otherwise attend or participate in the Program; or ceases participating in the Program (for any reason):

- a. the application fee is non-refundable, regardless of the circumstances;
- b. the full tuition fee (but not the application fee), will be refunded if the Student withdraws prior to commencement of classes, if the School Board is provided with a "Letter of Refusal" from the Government of Canada indicating that it is not prepared to issue a study permit for the Student;
- c. two-thirds (2/3) of the tuition fee (but not the application fee), will be refunded if the Student withdraws prior to commencement of classes, for any other reason;
- d. one half (1/2) of the tuition fee (but not the application fee), will be refunded if the Student withdraws within 30 calendar days following the commencement of classes; and
- e. no refund will be granted, regardless of the reason, if the Student withdraws after 30 calendar days following the commencement of classes.

As indicated in section 6 above, no refund will be provided if the Student's participation in the Program is terminated by the School Board for any of the reasons listed in section 6 above. The *Education Act* (Ontario) contemplates certain circumstances when a student holding a study permit may not be required to pay fees for attending an Ontario public school. As at the date hereof, no such circumstances apply. If a change in such circumstances occurs after September 30 of a particular school year, no refund of any tuition or other fees paid in respect of that school year will be provided.

## 8. Insurance

At all times while in Canada for purposes of participating in the Program, the Student must be enrolled in MSH International (Canada) Ltd.'s Study Insured™ insurance program. Nonetheless, it is the Parent's responsibility to assess the adequacy of all health, medical, travel and other insurance which might be prudent to obtain in respect of the Student while in Canada, including the Study Insured™ insurance program. The School Board makes no representation and warranty with respect to the adequacy of the Study Insured™ insurance program or any other insurance products or

programs. The School Board is not and will not be responsible for any loss or damage suffered by the Parents or the Student if any insurance obtained in respect of the Student proves to be inadequate, lapses or is cancelled.

### **9. Communications by Electronic Means**

Communications between Board personnel, the Parents, the Student, adults within the living accommodations made for the Student and others who may, from time to time, be involved in the administration and delivery of the Program may, at times, occur through electronic means, including email, text messages and other internet and telecommunication modalities. We hereby consent and agree to all such forms of electronic communication. We further understand and agree that such electronic communications may be sent through a foreign service provider, which could result in the storage of the Parents' and the Student's personal and health information outside of Canada and we hereby consent to same.

### **10. Assumption of Risk and Treatment Authorization**

a. There are risks associated with the Student participating in the Program. The Student will only be under the supervision of School Board personnel during regular school hours and while on School Board property or during field trips. Supervision is not constant and will be typical of a Canadian student attending an Ontario school. The School Board can in no way guarantee the Student's safety. We are solely responsible for assessing and satisfying ourselves as to the acceptability of all arrangements for the Student's participation in the Program; including, without limitation, the appropriateness and adequacy of all living accommodations for the Student, all travel arrangements for the Student and any type of insurance for the Student.

b. Urgent medical and health issues involving the Student can occur without warning. We voluntarily assume the risk that the Student may suffer illness, injury or another urgent medical or health incident.

c. If the Student is harmed or becomes ill or incapacitated, School Board personnel may take such actions as any one of them may consider advisable in the circumstances, including securing medical treatment or arranging for the transport of the Student to their home country of origin. We hereby release the School Board and its personnel from all liability related to same. The undersigned hereby agree to pay for and to indemnify the School Board and its personnel for any and all costs any of them may incur in relation to the foregoing.

d. We will not bring any claim against the School Board or any of its personnel for any loss, injury, harm or health impact suffered by the Student, unless same is the direct result of the willful acts of the School Board or its personnel.

### **11. Extracurricular Activities**

The Student may wish to participate in extracurricular activities (e.g. sports teams, field trips and school clubs). Extracurricular activities involve various elements and degrees of risk. Accidents resulting from extracurricular activities may occur and cause injury. The undersigned Parents hereby give permission for the Student to participate in extracurricular activities, so long as the Student's custodian (i.e. the individual who has signed a Custodianship Declaration for a Minor Studying in Canada (Form 1MM5646) for the Student) or the Parent consents, in writing, to the Student's participation in the particular activity.

### **12. Recordings and Images of Student**

Media contact may be initiated by the School Board to highlight certain School Board activities or events. The media may also initiate contact with the School Board and its students regarding educational and other matters. We hereby

consent and agree to the Student's image and voice being recorded and used by the media or in School Board publications, websites and presentations. We understand and agree that the Student may be identified by name in such circumstances.

### **13. Collection, Use and Disclosure of Personal and Health Information**

For the purposes of the Student's participation in the Program, the School Board will collect, use, store and disclose detailed personal and health information about the Student and the Parents, including the Student's name, date of birth, gender, country of origin, Program attendance and participation dates, academic performance, education, health and immunization records, as well as contact information for the Parents, the Student and the Student's custodian. We understand that such information will be collected, used, stored and disclosed for purposes of:

- a. offering and administering various aspects of the Program;
- b. the School Board's communicating with health authorities, medical practitioners, the Parents, the Student's custodian and others in matters relating to the Student;
- c. complying with the requirements of the *Education Act* (Ontario) and other laws of application in the Province of Ontario;
- d. communicating with the persons with whom the Student is living with while in Canada, as well as other parties involved in the administration of those arrangements;
- e. communicating with MSH International Canada Ltd. for purposes related to the subject matter of section 8 above; and
- f. the School Board as it may, in its discretion, determine necessary, advisable or expedient in relation to the Student's participation in the Program.

We hereby consent and agree to the collection, use and storage of all such information and to the sharing of same by the School Board on the basis described above. Without in any way limiting the foregoing, we hereby consent and agree to the sharing of any and all medical and health information collected in respect of the Student (including, immunization records) with local health authorities and, in the case of any urgent medical or health matters, with such hospitals, medical professionals and others as may be considered by the School Board to be reasonable in the circumstances. Lastly, the Student hereby agrees to the sharing of all such personal and health information regarding the Student as the School Board may collect, from time to time, with the Student's Parents. From time to time, the School Board may utilize websites, applications and services that store data outside Canada. The Parents and the Student acknowledge, consent and agree that personal and health information relating to them and collected by the School Board may reside on servers not located in Canada and we hereby consent to same.

### **14. Indemnity and Release**

We hereby agree to indemnify and hold harmless the School Board and all of its personnel (the "Indemnitees") from any and all losses, damages, injuries or liabilities any of them may incur, suffer or experience as a result of the acts, omissions or negligence of the Student or the Parents. The School Board will not be liable for any loss suffered by the Parents or the Student as a result or consequence of any labour dispute, inclement weather conditions or other causes beyond its control that may affect the ability of the School Board to deliver the Program or any aspect thereof.

**15. Forum for Dispute Resolution**

Any dispute regarding the interpretation, application or performance of this Agreement or in any way arising out of the Student’s participation in the Program will be resolved in an Ontario Court. We will not bring proceedings in any other court or jurisdiction and irrevocably attorn to the jurisdiction of Ontario courts for such purposes.

**16. Amendment**

This Agreement cannot be modified or amended except by an instrument agreed to, in writing, by the School Board.

**17. Counterparts**

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. A facsimile or electronic portable document format (.pdf) signature of any person shall be sufficient to constitute the original execution of this Agreement by such person for all purposes.

**18. Language**

We have requested that this Agreement and all correspondence and all documentation relating to this Agreement and the Program be written in the English language.

WE:

- a. \_\_\_\_\_  
(insert name of parent / guardian)
- b. \_\_\_\_\_  
(insert name of parent / guardian)
- c. \_\_\_\_\_  
(insert name of Student)

CONFIRM THAT: WE HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT; WE ACKNOWLEDGE AND AGREE WITH AND TO ALL SUCH TERMS AND CONDITIONS; AND, AGREE TO COMPLY WITH ALL OF SAME.

IN WITNESS WHEREOF EACH OF US HAVE SIGNED BELOW, WITH EFFECT THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20[ ].

\_\_\_\_\_  
(Signature of Parent / Guardian)

\_\_\_\_\_  
(Signature of Parent / Guardian)

\_\_\_\_\_  
(Signature of Student)