



# School District No. 67 (Okanagan Skaha) **INTERNATIONAL STUDENT PROGRAM**

## **International Student Agreement**

**Please review this document carefully. This document creates a legally binding agreement for participation in the School District No. 67 Okanagan Skaha International Student Program.**

### **INTRODUCTION:**

**The Board of Education of School District No. # 67 Okanagan Skaha (the “School District”), wishes to provide a challenging and exciting program to students studying in our International Student Program. 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 initial tuition fees are paid in full.

### **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 Student Program 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 Consent for Student Access to District Technology and Systems Services, and any policies and guidelines specially 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 cigarettes /e-cigarettes;
  - 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, and 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 the International Student Program or designate;
  - h. must attend all registered classes, 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;
  - i. must not withdraw from courses without consent of school officials, and may not substitute online courses for the equivalent in-class course;
  - j. must complete homework and school assignments as assigned;
  - k. must not travel outside of the Okanagan Valley 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 for study periods longer than six months.

**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 Student 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, sexual orientations, family arrangements, 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. 67 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 Section 1; or
  - c. my child is unable to perform or is not performing to a reasonable academic standard (must maintain a minimum C- or equivalent).

**Fee Schedule and Refund Policy**

8. Fees and payment terms for participation in the International Student Program are pre-determined and set out in a separate Program Fees schedule. Additional fees apply for participation in the Homestay program, as set out below, as well as for various incidentals, including airport transfer for arrival outside Penticton, additional Homestay fees for early arrival, field trips, and extracurricular activities.
9. 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. 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 Citizenship and Immigration Canada (CIC);
    - ii. 60% of the tuition fee, less the application fee, will be refunded if the student withdraws prior to commencement of program;
    - iii. 40% 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.

- c. If a student indicates they will be returning to the School District's International Student Program for a second or subsequent year and withdraws prior to commencing the second or subsequent year, the following will apply:
  - i. 50% of the annual tuition fee will be refunded if they withdraw from the program prior to June 15 of the year in which the second or subsequent year of studies is to commence; and
  - ii. no refund will be provided for any withdrawal after June 15 of the year in which the second or subsequent year of studies is to commence.
- d. No refund will be provided if a student is dismissed from the program because of a violation of this Agreement.
- e. 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 30th of the applicable school year.

### **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 Student Program office for the entire duration of their program in the School District.
- 11. Parents of International students are expected to disclose any pre-existing medical conditions on the student application, as pre-existing medical conditions are not covered in the regular medical insurance coverage. Secondary medical coverage may be required.

### **Assumption of Risk**

- 12. 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 Student Program.
- 13. 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. In the interest of student safety, students may be required to provide written documentation of competency prior to participating in a high risk activity such as skiing, surfing, snowboarding, mountain climbing, kayaking or canoeing. However, I understand that the School District may determine not to allow my child to participate in high risk activities unless I also provide my consent to that activity.

### **Collection, Use and Disclosure of Personal Information**

- 14. 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 <Student> agree to the use of my personal information for purposes consistent with the above.
- Check Box  No – I <Student> do not agree to the use of my personal information for purposes consistent with the above.

15. I have signed the School District’s PARENTAL CONSENT form in regards to the Provincial Freedom of Information and Protection of Privacy Act (FOIPPA). 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

Parent please initial: \_\_\_\_\_

16. 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. I give permission for the custodial guardian, as required, to sign parental consent forms for the use of cloud based software/hardware that may collect personal information.
- 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 <Student> give my consent for learning purposes, to use website applications where servers are located outside Canada.
- Check Box  No – I <Student> do not give my consent, for learning purposes, to use website applications where servers are located outside Canada.

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

17. I understand that my child’s participation in the International Student Program may be terminated at the discretion of the Administrators of the International Student 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.
18. 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.

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

19. As a participant in the School District's International Student 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 student is responsible for the cost of their own toiletry articles, such as shampoo, toothpaste, etc.
23. The student is responsible for paying for their public transit (bus) use. Students who live beyond walking distance from their school are eligible to use the school bus at no cost.
24. If the student participates in Homestay family holidays or special activities where travel costs are incurred, the student is responsible for contributing their share to these costs. If the student chooses not to participate in family holidays or special activities, they must accept a temporary alternate Homestay arrangement as arranged by their Homestay family or the Homestay Coordinator.
25. The student is responsible for all of their own mobile phone costs. In the interest of safety, students are required to carry a cell phone. If the student and the host agree to the student having their own telephone landline, the student is responsible for all costs incurred including installation and monthly charges. The student is responsible for the cost of long distance charges they incur on the Homestay family telephone.
26. 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.
27. The student will be provided basic internet access at no cost, subject to reasonable limits on data usage.
28. The student will be provided with a key to the house (and to their bedroom, if a lock is installed).
29. The student will have access to laundry facilities.
30. The student understands that s/he is ultimately responsible for all of his/her own personal entertainment costs and personal items, including school supplies.
31. 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 when the student is not present without consent except in emergency circumstances or where there are concerns over the health or welfare of the student. The student will not enter the bedrooms of any host family members without permission.
32. The student will have access to a private or shared bathroom that is clean and hygienic with adequate fixtures that are in good repair.
33. The host family will provide the student with written house rules.
34. The primary language spoken in the host family home will be English, unless BILINGUAL SCHOOLING.
35. 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.

36. 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. It is common for Canadian children of school age, to be expected prepare their own breakfast and lunch as well as do their own laundry.
37. 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.
38. The School District may at any time change the Homestay arrangements, including, without limitation, moving the student to a different host family.
39. Fees for participation in the Homestay program are set as follows:  
2019-2021 \$9000 Canadian per 10 month academic year – or \$900 Canadian per month.  
Please note that all fees including Homestay fees are due prior to the Letter of Acceptance (LOA) being issued.
40. Homestay fees for early arrival will be \$30 per night. This additional fee will be charged if the student requires Homestay accommodation before the date of invitation on the Official Letter of Acceptance. This fee will be billed to the agent and payable by the family.
41. Arrival in Kelowna Airport (1.25 hours from Penticton), will require an airport transfer fee of \$100. This fee will be billed to the agent and payable by the family.

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

### **Forum for Dispute Resolution**

42. 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 Student 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.

### **English Version Prevails**

43. 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**

44. 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 Student Program. 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.
45. 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**

- 46. 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.
- 47. 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**

- 48. This Agreement with the School District cannot be modified except in writing by the School District.

**Acknowledgement of Understanding of Agreement**

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).

\_\_\_\_\_ (SIGNATURE OF PARENT) \_\_\_\_\_ (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.

\_\_\_\_\_ (SIGNATURE OF STUDENT) \_\_\_\_\_ (DATE)