

International Student Legal Agreement 2027-2028

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

Introduction

The Board of Education of School District No. 63 (Saanich) (the "School District"), wishes to provide a challenging and exciting program to students studying in our International Programs ("Education Program"). This Agreement sets out the terms of which a student (the "Student") is accepted into the program and the obligations on those students and their families. In this Agreement, the Student and the Student's parent/guardians are parties to this Agreement and collectively referred to as "you".

When this agreement is binding

This Agreement is not binding upon the School District until (a) it is signed by a parent or guardian of the Student and the Student applying for admission and submitted to the School District; (b) The Student is accepted by the School District and a written offer of admission is made to the Student by the School District; and (c) all 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 School District's assessment of the appropriate program for the Student.

What you are agreeing to:

You agree that as a condition of participating in the Education Program that the Student:

- a. must comply with this Agreement and the laws of Canada and British Columbia
- b. must comply with the School and School District Rules, Policies and Code of Conduct and the reasonable directions of Program personnel;
- c. must comply with the School District use of technology and information systems administrative procedure;
- d. must not use drugs (excluding drugs medically prescribed for the Student) or alcohol and must refrain from smoking, including using vaping or e-cigarette products, for the duration of their participation in the program;
- e. must not drive a motor vehicle at anytime while registered in the program;
- f. must if travelling on an e-bike or e-scooter, comply with all laws, regulations and provincial guidelines relating to travel by e-bike or e-scooter, including with respect to top speeds (32km per hour for e-bikes, 25km per hour for e-scooters), wearing a helmet, signaling and travelling on permissible roadways or paths, including any rules and guidelines set out in the British Columbia Motor Vehicle Act and the Electric Kick Scooter Pilot Project Regulation, even if that Regulation is not applicable in a particular community or area;;
- g. must, if my child is participating in a Homestay, comply with all terms of the SISP Homestay Program, and obey family rules and show respect for members of the Homestay family;
- h. must adhere to the homestay mediation process before a homestay move is made; may be dismissed from the Education Program if he or she is asked to leave a Homestay placement or if a suitable homestay placement cannot be found. A student will be placed in a maximum of 2 district homestays;

- i. must, if the Student is participating in a Homestay, not use the homestay family's computer or Internet account to access or download pornographic content or to access or download pirated or unlicensed content or to otherwise violate copyright or other applicable laws;
- j. must not change Homestay arrangements without the consent of the Principal of International Programs or designate;
- k. must attend all registered classes in the Education 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;
- l. must not withdraw from courses without consent of the SISP Principal or delegate, and may not substitute in-class courses for the equivalent online course and vice versa and may only register for online courses during the Program through South Island Distance Education School (SIDES).
- m. must complete homework as assigned;
- n. must not travel outside of the Capital Regional District unless accompanied by an adult of at least 25 years of age;
- o. must maintain an up-to-date Study Permit through Immigration, Refugee and Citizenship Canada (IRCC); and

The Student understands and agrees that while participating in the Education Program they will be residing in a private home and must treat the host's home and family with respect. The Student agrees that they will not take, create or distribute pictures, audio or video without the permission of those being recorded. The Student agrees that any online posting or distribution of images or comments relating to the host family, other students or staff will be respectful. The Student expressly agrees that making secret recordings or live streaming, including from within homes or schools, is strictly prohibited and may lead to legal consequences and/or dismissal from the Program.

How this agreement can be ended

You agree that the School District may end this agreement at anytime, without notice and without refunding any tuition paid, and may send the Student home at your expense if:

- a. any information in the Student's application for admission is untrue;
- b. you breach any of the provision of this Agreement;
- c. the Student is unable to perform or is not performing to a reasonable academic standard (grade average of less than 60%);
or
- d. the Student experiences health or mental health issues and, in the opinion of the School District, it is necessary for the Student to return home.

You expressly agree that the determination whether any Student will be sent home as a result of a breach of this Agreement is in the discretion of the School District. You agree that attending the Program is a privilege and not a right and that the standards of conduct and the consequences for a breach of those standards are greater than applicable to students enrolled in the School District as of right. You expressly agree that enrollment pursuant to this Agreement may be terminated notwithstanding that a similar consequence may not be imposed upon a student is enrolling as of right, and acknowledge that this higher standard will apply to any review of the consequences to be imposed for a breach of this Agreement.

Refunds

You agree that upon acceptance of an offer of enrollment in the Education Program, you are liable for the payment of tuition and fees for the full Education Program year, subject only to the refund provisions explicitly set out in this Agreement.

Making a Request for Refund

Refund requests must be made in writing and addressed to the Principal of the School District International Student Program. Refund requests should include any relevant documentation supporting the basis for the request. We may request additional documentation to assess your request if needed.

Non-Refundable Fees

1. Refunds are not available for administrative fees that are paid to the School District for receiving and processing a Student's application or enrollment, for a homestay placement or for making arrangements for a student's reception or orientation in the School District ("**Non-Refundable Fees**").
2. The Non-Refundable Fees include:
 - a. Processing Fee \$300.00
 - b. Homestay Placement/Monitoring Fee \$800.00
 - c. New Student Orientation Fee \$250.00
3. If the School District has collected any amounts on behalf of the Student that have been paid or are payable to third parties (e.g. medical insurance, assessments, fees, taxes), then any available refunds will depend on the policies of the third party and whether payment of the monies is forgiven or refundable by the third party.

When Refunds are Not Available

4. Refunds shall not be issued with respect to Students who:
 - a. are dismissed from the Educational Program or required to withdraw due to their breach of this Agreement, including as a result of 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; or
 - b. are suspended, expelled or removed from the Education 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.

When Refunds will be Considered

5. The School District will refund fees, other than Non-Refundable Fees (the "**Program Fees**") where:
 - a. the Student is refused a Study Permit by Immigration, Refugees and Citizenship Canada (IRCC), provided that (i) the application for any permit or visa was submitted to IRCC within 30 days of the receipt of the Letter of Acceptance from the School District; (ii) the Student has not previously applied for and been refused a Study Permit by IRCC; and (iii) the refund request is submitted in writing to the Principal of the School District International Program or designate, together with a copy of the IRCC refusal letter, within 15 days of the date of issue on the refusal letter;

- b. the Student is unable to travel to Canada due to travel bans or restrictions imposed by the Province of British Columbia or by Canada or by the Student's country of residence, unless the travel ban is withdrawn within 30 days after the Student's expected commencement in the Program; 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 Education Program, provided that (i) you supply, upon request, appropriate medical documentation supporting the reasons for the request; (ii) you were unaware of the medical unfitness at the time of accepting enrolment, and (iii) the request for a refund is received prior to the commencement of the Education Program.
6. The Parent/Guardian and Student acknowledge that School District relies upon tuition revenue to support its operations and that if a Student does not participate in the Education Program after accepting an offer of enrollment, the School District may suffer a loss if it did not receive the fees provided for in this Agreement. Accordingly, the Parent/Guardian and Student agree that the following schedule for refunds of tuition, dependent upon the date notice is given that the Student will not attend or will not continue to attend is reasonable and agree that this schedule of refunds shall apply to this Agreement.
- a. 75% of the Program Fees will be refunded in the event that the withdrawal is communicated in writing within 30 days of first accepting the offer of enrollment, provided that such date is more than 180 days prior to the commencement of the Education Program. The commencement of the Program is considered the first day of classes as listed in the official school calendar;
 - b. 50% of the Program Fees will be refunded in the event the withdrawal is communicated in writing within 60 days of first accepting the offer of enrollment, provided that such date is more than 120 days prior the commencement of the Education Program;
 - c. 25% of the Program Fees will be refunded in the event the withdrawal is communicated in writing not less than 90 days of the commencement of the Program; and
 - d. No refund will be issued for refund requests received less than 90 days before the commencement of the Program.
7. It is expressly understood and acknowledged that after the entry of this Agreement, a student may become eligible to receive an educational program in British Columbia without the payment of fees as a result of a change in residency or immigration status or other circumstances. The parties expressly agree that, in consideration of the offer of participation in the Program and the commencement of it, if the change in status occurs after September 30th of the applicable school year, the Parent/Guardian and Student remain fully responsible for all fees and tuition under this Agreement in recognition of the anticipated loss incurred by the School District as a result. The parties further agree that irrespective of the date of any change in status, the Non-Refundable Fees will not be refunded in any circumstances.

Cancellation by the School District

- 8. The School District will issue a full refund of all Program Fees in the event that we make a decision to cancel an Education Program prior to its commencement.
- 9. If the School District makes a decision to cancel the Education Program after its commencement, refunds will be issued for the portion of the Education Program not delivered, which shall be calculated pro-rata on a daily basis.
- 10. Refunds will not be made available to students who provide notice of withdrawal prior to the cancellation by the School District.

Force Majeure Clause

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 or 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 you 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 you 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 reasonably, is practically able to do so. In such circumstances, the School District may, at its discretion, resume the Education Program through alternative methods of delivery, including distance, online or distributed learning.

Insurance

Students are required to enroll in medical insurance through the School District's program as a condition of participation in the Program, unless excused in writing by the School District.

In cases where families maintain or obtain other medical insurance, they must notify the School District in advance and provide proof of equivalent coverage to be excused from mandatory insurance through the School District's program. Students must maintain valid insurance coverage for the full duration of their enrolment. The School District is not responsible for any loss, cost, expense or damage suffered by the Student or family as a result of failure to maintain adequate insurance.

Consent to Receive Communications by Electronic Means

You understand that communications between you, the School District and the Education Program staff, the Student's school and teachers will often occur through electronic means, including email, text or SMS messages. You agree that the School District, Education Program staff, the Student's school and teachers may communicate with you through text or SMS messages or similar form of electronic communication. You further understand and agree that text or SMS messages may be sent through a foreign service provider which may result in the storage of your personal information outside of Canada. You consent to receiving communications by text or SMS messaging or similar forms of electronic communications and consent to the storage of and access to your personal information occurring outside of Canada.

Assumption of Risk

You understand that there are risks associated with the Student enrolling in the School District and that the Student will not be under constant supervision. I understand that medical and health emergencies can occur without warning. You voluntarily assume the risk that the Student may suffer illness, injury or another emergency and agree that you will not bring any claim against the School District or any of its employees for any injury suffered by the Student while participating in the Education Program.

You understand that the Student may wish to participate in extracurricular activities such as sports teams, field trips, or school clubs. You give your permission for the Student to participate in such extracurricular activities if the Custodian in their discretion considers such activity appropriate. However, you understand that the School District may not allow the Student to participate in high risk activities such as skiing, surfing, snowboarding, mountain climbing, scuba diving, kayaking or canoeing unless a parent/guardian also provides consent to that activity.

Forum for Dispute Resolution

You agree that any dispute arising under the interpretation, application or performance of this Agreement or in any way arising out of the Student's participation in the Education Program will be resolved in a British Columbia Court and you agree that you will not bring proceedings in any other court or jurisdiction and irrevocably attorn to the jurisdiction of British Columbia courts.

Collection, Use and Disclosure of Personal Information

You agree that for the purposes of the Student's participation in the Education Program, the School District will collect, use and disclose personal information about you, including information about the Student's health and education as well as contact information for parents/guardians and the Student. You understand that information will be collected, used and disclosed for the purposes of offering and administering the Education Program 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.

You 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.

Student's names, photographs and comments may be published in School yearbooks, 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, you agree that the Student's name, photograph or comments relating to these types of School activities may be used for these purposes. you also give permission for photographs of the Student to be taken and used in promotional materials including social media and education program websites.

From time to time, teaches may use various websites and applications that store data outside Canada. you agree that student information may reside on servers not located in Canada and you consent to the use of such websites.

Consent to Medical Treatment

You authorize the School District and the Student's custodian to consent to any x-ray examination, anesthetic, 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.

It is understood that this authorization is given in advance of a specific diagnosis, treatment or hospital care being required but rather 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

To the fullest extent permitted under applicable laws, including laws of British Columbia, Canada and of your home country, the Student's parent/guardian agrees as follows: (a) to waive and release the School District and its board members, officers, employees,

and representatives from and against all claims, damages, costs, expenses, and liability for any injury, loss, damage, accident, delay, or expense suffered or incurred by you and arising from the Student's participation in the Program or any related Program activities or travel; and (b) to indemnify and save harmless the School District and its board members, officers, employees, and representatives from and against all third party claims or proceedings made or brought against the School District for any injury, loss, damage, accident, or expense incurred by such third parties to the extent arising from the acts or omissions, including negligence and wrongful acts or omissions, of the Student.

You understand that the School District is not responsible for any loss or injury suffered by you. If the Student becomes ill or incapacitated, the School District may take such actions as it considers necessary, including securing medical treatment and transporting the Student home at your own expense. You release the School District from all liability related to such actions.

You agree that the School District is not liable for any loss suffered by you as a result of any labour dispute that may affect the delivery of an Education Program.

Amendment

This agreement with the School District cannot be modified or amended except in writing by the School District.

Signatures

Please complete the agreement below:

I, _____ [PARENT/GUARDIAN 1 (circle one)] and

_____ [PARENT/GUARDIAN 2 (circle one) if applicable] APPLY FOR THE ADMISSION OF

_____ (NAME OF STUDENT) ON THE TERMS SET OUT IN THIS AGREEMENT AND I HAVE READ AND UNDERSTOOD THE TERMS OF THIS INTERNATIONAL STUDENT LEGAL AGREEMENT AND AGREE TO COMPLY WITH THIS AGREEMENT AND THAT THESE TERMS AND CONDITIONS ARE BINDING ON ME AND ON _____ (NAME OF STUDENT).

SIGNATURE PARENT/GUARDIAN 1 _____

DATE: _____

SIGNATURE PARENT/GUARDIAN 2 _____

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. I AGREE TO COMPLY BECOME FAMILIAR WITH THE TERMS OF ANY SCHOOL OR SCHOOL DISTRICT CODE OF CONDUCT IN EFFECT FROM TIME TO TIME AND TO COMPLY WITH THOSE TERMS.

SIGNATURE OF STUDENT: _____

DATE: _____