

International Student Legal Agreement

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

Updated September 12, 2022

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 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 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 appropriate program for the student based on the School District’s assessment.

What I am agreeing to:

I agree that as a condition of participating in the Education 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;
- c. must comply with the School District use of technology and information systems administrative procedure;
- d. must comply with the terms of the International Student Legal Agreement;
- e. must not use drugs or alcohol;
- f. must not drive a motor vehicle at anytime while registered in the program;
- g. must not drive or be a passenger on a motorcycle, moped, scooter or similar motorized means of transportation;
- h. 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;
- i. 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 (maximum of 2 district homestays).

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- j. must, if my child 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 laws;
- k. must not change Homestay arrangements without the consent of the Principal of International Programs or designate;
- l. 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;
- m. must not withdraw from courses without consent of school officials, program Principal and may not substitute in-class courses for the equivalent online course;
- n. must complete homework as assigned;
- o. must not travel outside of the Capital Regional District unless accompanied by an adult of at least 25 years of age;
- p. must maintain an up-to-date Study Permit through Immigration, Refugee and Citizenship Canada (IRCC)
- q. may only register for online courses in Saanich through South Island Distance Education School (SIDES);

How this agreement can be ended

I agree that the School District may end this agreement at anytime, 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 mentioned in the condition of participating in the Education Program; or
- c. my child is unable to perform or is not performing to a reasonable academic standard (grade average of less than 60%).

Refund Procedure

The Board of Education of Saanich School District #63 (“School District” or “we”, “us” or “our”) is pleased to offer to international students an opportunity to attend and participate in educational studies in British Columbia (each an “Educational Program”). This document explains our procedures for refunding fees when a student enrolls in an Educational Program and later seeks to withdraw.

These procedures may change from time to time, and any amendments will be effective when posted. If there is any conflict between these procedures and the terms of your Agreement with the School District, the terms of the Agreement will govern.

Making a Request for Refund

- 1. 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.

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Non-Refundable Fees

- 2. 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**”).

- 3. The Non-Refundable Fees include:
 - a. Processing Fee \$250.00
 - b. Homestay Placement/Monitoring Fee \$650.00
 - c. New Student Orientation Fee as per published fees

- 4. If the School District has collected any amounts from students 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

- 5. We reserve the right to refuse any request for a refund, regardless of the reason for the request, if it is received less than 14 days prior to the commencement of the Educational Program.

- 6. Refunds shall not be issued with respect to Students who:
 - a. are dismissed from the 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; or
 - b. are 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.

When Refunds will be Considered

- 7. The School District will receive and consider requests for the refund of Fees, other than Non-Refundable Fees (the “**Program Fees**”) where:
 - a. the Student is refused a study permit by Immigration, Refugees and Citizenship Canada, provided that the refusal is not due to the Student’s delay or failure to apply sufficiently in advance of the

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commencement of the Educational Program and subject to the Student providing satisfactory supporting documentation;

- b. the Student is unable to travel to Canada due to travel bans or restrictions imposed by a provincial or 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, provided the Student or his/her parent/guardian was unaware of the medical unfitness at the time of accepting enrollment, provided the request is received prior to the commencement of the Educational Program.
8. If the School District determines that the refund is appropriate, we reserve the right to reduce the amount of Program Fees refunded to offset our own costs including the loss of any staff time or resources arising from the student withdrawal. Generally, reduction in amount of Program Fees refunded will be as follows:
- a. 75% of the Program Fees will be refunded in the event the withdrawal is submitted less than 90 but more than 60 days prior to the commencement of the program;
 - b. 50% of the Program Fees will be refunded in the event the withdrawal is submitted within 60 but more than 30 days of the commencement of the Educational Program;
 - c. 25% of the Program Fees will be refunded in the event the withdrawal is submitted less than 30 days but more than 14 days of the commencement of the Educational Program; and
 - d. No refund will be issued for requests received within 14 days of the commencement of the Educational Program.

*The reduction in amount of Program Fees refunded may differ depending on the program area. Please refer to your contract with the School District for more information.

9. If a Student and the parent/guardian with whom they reside become “ordinarily resident” in British Columbia (within the meaning of the British Columbia *School Act*) after the payment of the Program Fees, but prior to the commencement of the Educational Program such that they are entitled to an educational program from the School District free of charge, the student shall be entitled to a refund of the Program Fees provided that the School District receives notice and proof of the changes of residency status 14 days prior to the commencement of the educational program.

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Cancellation by the School District

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

COVID-19 and Delays and Interruptions

- 13. We are not responsible and shall not be liable for any delays or interruption in the Educational Program that arises out of or is caused directly or indirectly, by the COVID-19 pandemic, including without limitation any associated public health requirements, travel restrictions, civil unrest or operational closures.
- 14. In anticipation of the possibility that an Educational Program may be disrupted due to COVID-19 related causes, we encourage students to obtain appropriate insurance coverage to address any and all possible losses, including the loss of travel or other expenses incurred by the Student in contemplation of his/her attendance and participation in the Educational Program. The School District shall not be liable for any such losses or expenses.
- 15. In the event of a disruption or delay in an Educational Program, the School District will make reasonable efforts to resume delivery of the Educational Program as soon as we can do so safely and in accordance with legal requirements and public health guidance. We reserve the right to facilitate delivery by making changes to the Educational Program, such as by delivering the services by alternative means.

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 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 reasonably, is practically able

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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.

Insurance

The Student is obligated 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 School District’s International Student Program for the entire duration of their program in the School District. 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.

Consent to Receive Communications by Electronic Means

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

Assumption of Risk

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 Education Program.

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, scuba diving, kayaking or canoeing unless I also provide my consent to that activity.

Forum for Dispute Resolution

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 Education 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.

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Collection, Use and Disclosure of Personal Information

I agree that for the purposes of my child’s participation in the Education Program, 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 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.

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.

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, I agree that my child’s name, photograph or comments relating to these types of School activities may be used for these purposes. I also give permission for photographs of my child 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. I agree that student information may reside on servers not located in Canada and their consent is required to uses such websites. Students are expected to use their school district assigned email address and follow teacher guidelines when using website applications.

Consent to Medical Treatment

I authorize the School District and my child’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 not given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of the School District to give specific consent to any and all such diagnoses, treatment or hospital care such physician may deem advisable.

Release

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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 Education 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 incur, or any damage or injury to the person or property of others that my child may cause while participating in the Education Program.

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.

I understand that my child’s participation in the Education Program may be terminated at the discretion of the Principal 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.

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 Education Program.

Amendment

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

Parent/Guardian 1 initial here

Parent/Guardian 2 initial here

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: _____

Parent/Guardian 1 initial here

Parent/Guardian 2 initial here