
Upper Canada District School Board International Student Participation Agreement

A successful experience for international students registered with the Upper Canada District School Board (Upper Canada DSB) depends largely on the student making a strong effort toward success. Regular class attendance, completion of all homework and projects assigned by classroom teachers, participation in school and community sports and related activities and appropriate conduct is expected of all Upper Canada DSB students.

Enrollment in the Upper Canada DSB International Student Program (“ISP”) is an important privilege and opportunity that provides education, enjoyment and other benefits, to students (“Participants”). This Student Participation Agreement (“SPA”) is designed to clarify what is reasonably expected of Participants and their parents and/or guardian(s), to confirm the commitment of the Participant and his/her parents and/or guardian(s) to comply with this SPA, and to specify the consequences in the unlikely event that the Participant or his/her parents and/or guardian(s) fail(s) to comply with this SPA.

Note: The student and his/her parent(s) and/or guardian(s) must sign in the appropriate locations on each of pages 3, 5, 6, 7, and 8 for this document to be completed appropriately.

- A.** Whereas the Participant has completed the Upper Canada DSB International Student Application (“ISA”) in accordance with the Program Payment Policy and Procedures which the Participant and his/her parents and/or guardian(s) hereby acknowledge that they have read, understand and are in agreement with, and in consideration of enrollment in the ISP through Upper Canada Leger Centre (UCLC) and the provision of Homestay services by Canada Homestay Network (CHN), each of the Participant and his/her parents and/or guardian(s) hereby:
1. Acknowledges and agrees that this SPA forms part of the Participant’s ISA and all covenants, declarations, conditions and other terms and provisions therein.
 2. Declares that the information given in this ISA is complete and correct to the best of their knowledge; and, further that incorrect or incomplete information is a breach of this SPA and is subject to the terms of paragraph C herein;
 3. Confirms that they have each read and agree to comply or to cause compliance, as the case may be, with the Upper Canada DSB International Student Guide CHN Homestay Guide for International Students.
 4. Confirms, acknowledges and agrees that they have each read, understand and fully accept all Upper Canada DSB ISP Invoice Terms and Conditions, including cancellation and refund policies as outlined in Appendix A.
 5. Acknowledges and agrees that the Upper Canada DSB ISP and its officers, directors, employees, representatives, agents and independent service providers (including but not limited to the School and ISP staff, UCLC, and CHN) shall not be held liable for losses or expenses as a result of the Upper Canada DSB being unable to provide education owing to labour disputes or other causes beyond its control.
 6. Permits the Participant’s home school at the Upper Canada DSB to share the contents of school attendance, academic reports/transcripts and other related enrollment information with the UCLC, the educational consultant or agent and host parents in order to provide support and assistance required.
- B.** Each of the Participant and his/her parent(s) and/or guardian(s) hereby agree the Participant will:
1. obey the laws of Ontario and Canada;
 2. behave as a considerate and respectful member of the Homestay Host family by:
 - a. accepting any Homestay Host, regardless of their race; national or ethnic origin; colour; religion; gender; age; mental disability; physical disability; and/or sexual orientation, all in accordance with the Canadian Charter of Rights and Freedoms;
 - b. making an effort to talk with and be part of the Homestay Host household and participate in shared activities;
 - c. helping in and around the Homestay household , accepting responsibility for reasonable jobs, including keeping his/her room clean, helping with the dishes and doing his/her own laundry;
 - d. observing the Homestay Household rules, especially concerning the operation of any household appliances, fixtures, bathroom, laundry and other facilities (to limit the risk of injury or damage) and curfews;
 - e. telling his/her Homestay Host where he/she is going and when he/she will be home, in the event that he/she intends to go out; and if he/she is likely to be late, contacting and informing his/her Homestay Host(s);
 - f. informing his/her Homestay Host how he/she can be contacted while outside of the home
 - g. practicing regular and proper personal hygiene;
 - h. observing the Homestay Host(s) rules for curfew. Recommended curfews are 6:00 p.m. on school nights and on Fridays and Saturdays as follows: Grades 6-8: 9:30 p.m.; Grade 9: 10:00 p.m.; Grade 10: 11:00 p.m.; Grade 11: 11:30 p.m.; Grade 12: 12:00 p.m.
 3. adhere to the Upper Canada DSB Code of Conduct at outlined at:
www.studyuppercanada.ca/UCDSB-CodeOfConduct;
 4. respect the classroom and school rules established by teachers and administrators; this may include not being allowed to use cell phones or other internet connected devices in class and during tests or examinations. Students should be prepared with an electronic translating device or paper dictionary if a translation assistance is required;
 5. attend all classes for which the student is registered; if the student is planning to be absent from class, the student must receive approval for that absence from the Principal of the school at which the student is registered;
 6. receive advance approval from the Principal of the school at which the student is registered, or provide a physician’s note explaining the situation, for any period of absence spanning more than 3 days;
 7. behave in a respectful manner towards all teachers and school staff, as well as homestay hosts and homestay program staff;
 8. consistently arrive to all classes on time, with the proper materials and prepared to learn;
 9. follow the Upper Canada DSB ISP travel policy and procedures as outlined in Appendix B;
 10. refrain from being in possession of, or bringing inappropriate or illegal substances or materials into the Homestay Host family home or school;
 11. not use drugs or medication unless prescribed by a registered physician and labeled in English;

12. pay for any and all expenses incurred by the Participant or on the Participant's behalf (including but not limited to any losses or damages caused by the Participant, the Participant's long distance telephone, cell phone, internet usage expenses and/or medical expenses);
 13. not purchase or consume tobacco or alcoholic beverages;
 14. not capture any person's likeness without prior knowledge and consent, including video, photographs and audio recordings;
 15. not drive a motor vehicle or operate a motorcycle or motor scooter or other motorized form of transportation, including watercraft, unless as part of the school-based Driver's Education Course; and to not purchase, rent or otherwise arrange for the use of any such object.
- C.** Each of the Participant and his/her parent(s) and/or guardian(s) hereby acknowledges and agrees:
1. that in the event of a breach of this SPA by the Participant and/or his/her parents and/or guardian(s), the Upper Canada DSB ISP reserves the right, in its sole and absolute discretion, to:
 - a. notify the Participant and his/her parents and/or guardian(s) of the breach (by fax, email or telephone) and provide the Participant and his/her parents and/or guardian(s) with a specified time frame within which to remedy the breach to the satisfaction of the Upper Canada DSB ISP; and/or
 - b. relocate the Participant to another and final Homestay Household, at the expense of the Participant and his/her parents and/or guardian(s) and without refund of any unused and prepaid Homestay Host fees; or
 - c. expel the Participant from the CHN International Participant Homestay Program ("Program") and the Participant's Homestay Household, on one (1) hour's written notice; and
 - d. notify Citizenship and Immigration Canada of the breach and/or direct the Participant's parents and/or guardian(s) to arrange for the Participant's return home via the first available flight, at the Participant's, and his/her parents' and/or guardian's(s)' risk and expense. The Participant's parents and/or guardian(s) agree to make such arrangement for the Participant's return home and take full responsibility for the care, custody and control of the Participant upon the Participant being expelled from the ISP. The consequences of a breach of this SPA by the Participant and/or his/her parents and/or guardian(s) are without recourse to the Upper Canada DSB ISP, and its officers, directors, employees, representatives, agents and independent service providers (including but not limited to schools, UCLC, CHN, any Homestay Host(s) and transportation service provider(s)).
- D.** Each of the Participant and his/her parent(s) and/or guardian(s) hereby acknowledges and agrees to reimburse Upper Canada DSB, UCLC, and/or CHN on demand, any fees and expenses related to a breach of this SPA, including without limitation, its legal fees and related costs.
- E.** Waives and releases, and promises not to sue, CHN, Upper Canada District School Board and all of their respective officers, directors, trustees, employees, representatives, agents, consultants and independent service providers (including but not limited to the Homestay Hosts and the transportation service provider(s) selected for the Participant) ("Releasees") from any and all liability, claims, actions, losses, damages and expenses (including legal expenses), personal injuries, and death relating to, arising from or in connection, directly or indirectly, with the Participant's participation in the homestay program, including any claims from any cause whatsoever including but not limited to negligence, breach of contract, and breach of statutory or other duty of care, (each a "Liability"); and freely accepts and fully assumes all risks, dangers and hazards (and the possibility of personal injury, death, property damage and loss) arising from or in connection with participation in the homestay program; except a Releasee will not be entitled to the benefit of this Section I to the extent that a Liability was caused or contributed to by the gross negligence of such Releasee;
- F.** Agrees to indemnify, defend and hold harmless the Releasees from any and all claims, demands, actions, damages, loss (whether economic or non-economic), expenses (including legal expenses), costs, or liability of any nature whatsoever and for any costs and other expenses, relating to, arising from or in connection, directly or indirectly, with the Participant's participation in the homestay program (including any claims made against any of the Releasees by the Participant or anyone on behalf of the Participant's despite the waiver and release in Section I) (each a "Claim"), except a Releasee will not be entitled to the benefit of the foregoing to the extent that a Claim was caused or contributed to by any negligent act or negligent omission of such Releasee;

Appendix A:

Tuition Refund Policy

All requests for refunds must be made in writing and sent to international@uclc.ca

Full Refund of the tuition fee, less the non-refundable application deposit will be provided if Immigration, Refugees and Citizenship Canada IRCC does not approve the study permit. To obtain the refund, a request in writing must include the letter of refusal from IRCC and the original letter of acceptance from the Upper Canada District School Board.

Two-Thirds of the tuition fee will be refunded if a student withdraws prior to the commencement of the program.

One-Half of the tuition fees will be refunded if the student withdraws after the commencement of the program but before 30 calendar days have elapsed. No Refund of tuition fees will be granted to a student who:

- withdraws 30 days after the commencement of the program
- is dismissed from the program due to a breach of law, policy or regulation as determined by the Government of Canada, the Police, Upper Canada District School Board, Upper Canada Leger Centre and/or the Canada Homestay Network

Homestay Cancellation and Refund Policy

Full Refund less the non-refundable \$250 application deposit will be given if students are refused a visa by IRCC.

Students who cancel 30 days or more prior to arrival will be given a Full Refund for homestay fees less the non-refundable \$250 application deposit.

Students who cancel 29 days or less before the start of the program will receive a full refund minus one month's homestay fees and a \$250 cancellation fee.

Cancellation After Arrival

After arrival, students must give two month notice if they wish to leave the homestay program. Students who cancel or withdraw after arrival will receive a full refund minus two month's homestay fees (if applicable) and a \$250 cancellation fee.

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Upper Canada District School Board - International Student Travel Policy

To ensure the safety and security of students in the Upper Canada District School Board (Upper Canada DSB) International Education Program, there are certain rules and expectations that all participants must abide by. This Policy is designed to clarify what is expected of Participants related to Travel, and to confirm the commitment of the Participant to comply with this Policy.

Each of the Participant and his/her natural parents and/or guardian(s) hereby:

- A. Confirms that they have each read and agree to comply or to cause compliance, as the case may be, with the Upper Canada DSB Travel Policy for International Students.
- B. Confirms, acknowledges and agrees that they have each read, understand and fully accept all terms and conditions included in the Upper Canada DSB Travel Policy for International Students, including the Activity Authorization Form.
- C. Agrees:
1. to submit the CHN Activity Authorization Form to the assigned CHN Relationship Manager (RM) at least ten (10) days prior to restricted activity dates – restricted activities include:
 - a. any day trips without the Host or school that require travel in excess of 30 km from the homestay address
 - b. any overnight trips with or without the Host;
 - c. any travel without the Host or school;
 - d. any sleepovers at non-CHN families;
 - e. any high-risk activity such as, but not limited to, skiing, snowboarding, snowmobiling;
 - f. any activity requiring a financial contribution by the Participant;
 - g. any travel within two-weeks of scheduled exam periods.
 2. to request permission from the assigned CHN RM to engage in restricted activities using the CHN Activity Authorization Form at least ten (10) days in advance of such plans;
 3. to refrain from confirming any plans or booking any flights, limo service, train or bus tickets, until restricted activity has been approved by the assigned CHN RM.
- * Note that school trips must be approved by natural parents and, therefore, all school forms related to such trips must be signed by natural parents.
- D. Agrees that the Participant must abide by the following rules:
1. Participants are not permitted to travel overnight and/or stay in hotels or hotel-type accommodations unless:
 - a. they are with:
 - i. their Hosts;
 - ii. their natural parents;
 - iii. an adult approved by the assigned CHN RM - the adult must be over 25 years old and must have confirmed in writing to take responsibility for the Participant; or
 - iv. a school trip;
 - b. they have submitted the CHN Activity Authorization Form at least ten (10) days in advance of the restricted activity; and
 - c. they have obtained permission at least ten (10) days of the restricted activity from the assigned CHN RM;
- G. Agrees that in the event that the Participant would like to travel but does not have an adult approved by the assigned CHN RM, CHN may be able to place the Participant in a homestay in the city where the student needs to travel at a cost of \$145/night for single placements and \$100/night for double placements.

Name of Student (Please Print in English)

Signature of Student

Date

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Upper Canada District School Board – Acceptable Use Agreement

The network and Internet connection have been established solely for educational purpose.

This agreement covers a student’s educational use of computers and network services provided by the School and the Upper Canada District School Board.

The use of computers and the network services is a privilege, not a right. This privilege involves responsibilities and can be taken away.

Violations of this agreement include:

- The student is responsible for his/her Internet account and for any use made of that account. The student must not allow another person to use his/her Internet account under any circumstances.
- The student must not at any time do harm to another person or equipment. This includes vandalism and computer viruses.
- The student shall not attempt to gain unauthorized access to any computer system, network, data resources, or programs. If the user notices any security weaknesses or suspects anyone of tampering with system security, he/she must notify a teacher or school principal immediately.
- The student shall not create, access or distribute any materials that are obscene, harassing, racist, inflammatory, malicious, fraudulent or libelous.
- The student shall use the network only for educational purposes. Commercial (e.g. for profit) and frivolous (e.g. game playing, chain letters, chatting) use of the network are not permitted.
- Student must safeguard their personal information on the network and the student will keep his/her password(s) confidential and will report to the teacher or school principal if he/she suspects the another person has access to his/her account.
- The student shall respect the copyright and intellectual property of all materials found on the network. The student is responsible for assessing whether or not a program or information has copyright on it.
- The use of pirated software is not permitted.
- Unauthorized installation of software is not permitted.

The school will be the judge of all violations. Violations will result in one or more of the following:

- Review of usage.
- Loss of privileges for a length of time – one day to permanently
- Suspension or expulsion under school rules or the safe Schools Policy
- Penalty under Federal, Provincial or municipal laws.

I understand and agree to follow all of the terms and conditions of the Acceptable Use Agreement.

Name of Student (Please Print in English)

Signature of Student

Date

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Ongoing Excursion Form – Immediate Community

From time to time, students are engaged in non-high-care curricular activities that occur off school property in the immediate community, but within walking distance of the school. Some examples of these activities are walking to the Library, the local park, and the local arena.

For school specific activities, the Principal will approve these excursions, and supervision will be provided at all times. Parents/guardians will be notified in advance by one or more of the following methods:

- school newsletter
- class newsletter
- a note sent home with the student
- school web calendar
- the school's social media outlets

Walking to an excursion involves a certain element of risk. Slips, trips, falls, motor vehicle accidents, abduction and exposure to elements are types of injuries which may occur while walking to a curricular activity within the immediate community.

In signing this form, I give permission for my child, _____, to participate in those school-specific curricular activities that occur off school property in the immediate community and with walking distance of the school.

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Student Media Release and Photographs – Consent Form

The Upper Canada District School Board (UCDSB) endeavors to be as inclusive as possible while respecting the individual confidentiality of students and their parent(s)/guardian(s). The UCDSB collects, retains and uses your child's likeness and personal information in a variety of ways in accordance with the Municipal Freedom of Protections of Privacy Act, R.S.O. 1990, c. M56 and the Education Act R.S.O. 1990 c. E2.

The UCDSB is pleased to share live-streaming of some UCDSB sporting and other events for viewing students, parents, guardians and the larger public on "UCTV". Please select this link to access and bookmark this area for future reference: uctv.ca. The UCDSB and its schools, as well as external media organizations attending UCDSB/school events, may record events and activities through the use of photographs, print/digital and other recordings, publications, postings and/or broadcasting which may be comprised of your child's name, student work and/or performance and could include recognizable image of your child involved in educational activities before, during and/or after school. The UCDSB does not have any control or authority over how third party media organizations use or disclose this information, and recordings may appear on the internet or in other publications outside of the UCDSB's control.

Individual student and/or classroom photographs may be taken by a photography agency which and these photos may become public once sent home with each child, used in a school yearbook (which may be digital) and/or used in school displays, school websites, and/or school Facebook pages.

The UCDSB, UCLCET, Canada Homestay Network and/or your child's school may use and disclose at its discretion your child's image, including student profile picture, student work, recordings and/or performance by posting and/or broadcasting them on the UCDSB website, school website, yearbooks/augmented yearbooks, on UCDSB and school social media sites, YouTube and/or disclosing these records on other modes via the internet, television or radio. By signing this, you are releasing ownership, moral rights, or financial benefit, whether this use or disclosure is known or unknown. You may not hold the UCDSB responsible for any harm that may arise from the aforementioned.

You are acknowledging all the above through you consent, and release any claim to the protection of personal privacy of your child under the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

By signing below, I hereby consent:

- to the student's image, personal information and/or student work being collect, used, retained and/or disclosed by UCDSB as described above;
- to the student's image and/or personal information being collected, used, retained and/or disclosed be third party media organizations as described above;
- to the student participating in the school/classroom photo, which may involve the UCDSB/my child's school reproducing or displaying class photographs relating to or involving my child, as described above
- to the student participating in the individual student photo and/or student profile picture, which may involve the UCDSB/my child's school reproducing or displaying student photographs relating to or involving my child, as described above.

Name of Student (Please Print in English)

Signature of Student

Date

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date