



## INTERNATIONAL STUDENT AGREEMENT

*Please review this document carefully. This document creates a legally binding agreement for participation in the Board of Education of School District #40 (New Westminister)'s International Education Programs including short and long term International Education programs and the district's Homestay Program.*

### INTRODUCTION

The Board of Education of School District No.40 (New Westminister), referred to as the "School District", wishes to provide a challenging and exciting program to students studying in our International Education Programs. This Agreement sets out the terms on which a student is accepted into the program and the obligations on those students and their families.

### GENERAL CONDITIONS

#### *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. Tuition fees are paid in accordance with the attached schedule.

#### *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.

#### *Custodian*

I understand that as a condition of my child studying without parent supervision in Canada, IRCC requires the appointment of a custodian for my child. The custodian is a Canadian citizen or permanent resident residing in the Metro Vancouver area who will take responsibility for my child and will ensure that accommodations and other living necessities such as food, clothing, and transport are provided. It is a requirement of the School District that all elementary/middle school applicants (Kindergarten to Grade 5) live with an adult family member or with a parent. In cases of short, unavoidable absences, parents MUST appoint a temporary custodian to be responsible for their child in their absence. Grade 6 to 12 students can apply to be in New Westminister School District's Homestay Program and the homestay parent will assume custodial responsibilities. 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.

**• Important: Changes in living arrangements must be communicated immediately to the International Education Office. Failure to comply may result in rejection of your application or possible dismissal from the program.**

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

- Yes – I agree to and understand the Custodianship requirements and the Living Arrangements requirement as outlined above.
- No – I do not agree to the Custodianship requirements and the Living Arrangements requirement as outlined above.

Student initial: \_\_\_\_\_

- Yes – I agree to and understand the Custodianship requirements and the Living Arrangements requirement as outlined above.
- No – I do not agree to the Custodianship and Living Arrangements requirements above.



*To what I am agreeing:*

1. I agree that as a condition of participating in the School District's International Education Program that my child:

Parent initial: \_\_\_\_\_ Student initial: \_\_\_\_\_

- must comply with the laws of Canada and British Columbia;
- must comply with the School and School District Rules, Policies and Code of Conduct including the School District Network and Internet Appropriate Use, Living Arrangement Policy and any policies and guidelines specifically applicable to International Students, as amended from time to time;
- must comply with the terms of this International Student Agreement;
- must not use drugs or alcohol or smoke (including all tobacco & e-cigarette products);
- must not drive a motor vehicle other than their own and subject to the requirement that they have a valid British Columbia Driver's License and provide satisfactory proof of parental permission to drive;
- must, if in the Homestay Program, comply with all Homestay terms set out in this Agreement, and obey family rules and show respect for members of the family;
- must not change Homestay or living arrangements without the consent of the Director, or designate, of the International Education Program;
- must attend all registered classes, unless unable by reason of illness or injury to do so and
- must have parent, guardian or Homestay family contact the school BEFORE the absence and provide a note upon return;
- must maintain full-time enrollment, cannot withdraw from or register for any credit courses without consent of school officials, and may not substitute online courses for the equivalent in-class course;
- must complete home and class work as assigned;
- must not travel outside of the metro-Vancouver area unless accompanied by an approved adult or as part of the International Education Program; and
- must maintain up-to-date immigration documents including visas and Permits as issued by Immigration, Refugee and Citizenship Canada (IRCC).

*My representations:*

- 2. I represent to the School District that my child has no history of engaging in criminal behaviour or sexual misconduct.
- 3. I know of no reason why my child cannot successfully participate in the School District's International Education Programs.
- 4. I understand that Canada is a culturally diverse country and that my child will be expected to respect people of other sexes, races, religious and cultural backgrounds.
- 5. I understand and agree that any information included in my child's application for participation in the International Education Programs in School District No. 40 is incorporated into and forms part of this agreement and I represent that it is true.

*How this agreement can be ended:*

- 6. 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 paragraph 1; or
  - c. my child is unable to perform or is not performing to a reasonable academic standard. The district expects that students will be able to be successful in a regular course of studies, without relying on additional school resources or assistance, except for adaptations related to learning the English language.



### *Fee Schedule and Refund Policy*

7. Fees and payment terms for participation in the International Student Program are set out in the attached schedule. Additional fees apply for participation in the Homestay program, as well as for various incidentals, including but not limited to, airport transfers, field trips, and extracurricular activities.
8. In the event that my child does not attend or decides to leave the School District's International Education Program, I agree that the following terms will apply:
  - a. The application fees are non-refundable in any circumstances.
  - b. All requests for refunds must be made in writing to the program's Director.
  - c. **A Full Refund** (less application fees) will be given if Canadian Immigration officials do not approve student entry. To obtain a refund, a request in writing must include a formal letter of Rejection and the original Letter of Acceptance issued by the International Education Program office, New Westminister School District #40. The Director should receive the letters within six months of the date of refusal.
  - d. **2/3 Refund** will be given if a student withdraws prior to the commencement of the program.
  - e. **1/2 Refund** will be given if a student withdraws after commencement of the program but before 30 calendar days have elapsed.
  - f. **No Refund** will be granted to:
    - i. students who withdraw after 30 days from the commencement of the program. The program commencement date is the first day as stated on the Letter of Acceptance.
    - ii. students who are dismissed from the program due to breach of the law or regulations as determined by the Government of Canada, the police, New Westminister School District #40, and/or the International Education Office or any violation of this Agreement.
    - iii. Students or parents who terminate participation under condition 16 below.

### *Insurance*

9. 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 obtain medical insurance through the International Education Program office for the entire duration of their enrollment in the Program. In most cases, enrollment in the British Columbia Health Services program (MSP) is mandatory.

### *Assumption of Risk*

10. 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 Programs.
11. 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. However, I understand that the School District may determine not to allow my child to participate in high risk activities such as skiing, surfing, snowboarding, mountain climbing, kayaking or canoeing unless I also provide my consent to that activity.

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

12. I understand that for the purposes of my child's participation in the School District's International 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



International 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.

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

- Yes – I agree to the use of my and my child’s personal information for purposes consistent with the above.
- No – I do not agree with the use of my and my child’s personal information for purposes consistent with the above.

Student initial: \_\_\_\_\_

- Yes – I agree to the use of my personal information for purposes consistent with the above.
- No – I do not agree with the use of my personal information for purposes consistent with the above.

13. 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. Students’ names, photographs and comments may be published in the School yearbook, 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 that 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.

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

- Yes – I agree to the use of my child’s personal information for purposes consistent with the above.
- No – I do not agree with the use of my child’s personal information for purposes consistent with the above.

Student initial: \_\_\_\_\_

- Yes – I agree to the use of my personal information for purposes consistent with the above.
- No – I do not agree to the use of my personal information for purposes consistent with the above.

14. 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 initial: \_\_\_\_\_

- Yes – I give my consent for my child, for learning purposes, to use website applications where servers are located outside Canada.
- No – I do not give my consent for my child, for learning purposes, to use website applications where servers are located outside Canada.



Student initial: \_\_\_\_\_

- Yes – I give my consent for learning purposes, to use website applications where servers are located outside Canada.
- No – I do not give my consent, for learning purposes, to use website applications where servers are located outside Canada.

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

15. I understand that my child's participation in the International Education Programs may be terminated at the discretion of the Director or designates 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.
16. I agree that the School District is not liable for any loss suffered by my child or me because of any situation beyond the control of the District including but not limited to labour disputes, inclement weather, force majeure or other that may affect delivery of an educational program.

#### *Forum for Dispute Resolution*

17. 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 Education Programs 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.

#### *Release*

18. 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 Programs. 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 Education Program.
19. 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*

20. 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.
21. 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*


22. This Agreement with the School District cannot be modified except in writing.





## 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.


 Je comprends que cet accord crée des obligations juridiques contraignantes pour moi. J'ai lu et compris les termes de cet accord ou les ai pleinement expliqués par une personne qui parle couramment l'anglais et ma langue maternelle.


 Entiendo que este convenio implica obligaciones legales en mí. He leído y comprendido los términos de este convenio o me han sido explicados a cabalidad por un individuo con fluidez en inglés y en mi primera lengua.


 Eu entendo que este acordo cria obrigações legais obrigatórias para mim. Eu ou li e entendi os termos deste acordo ou os tive completamente explicado-me por um indivíduo fluente em inglês e em meu primeiro idioma.


 Sono consapevole che questo accordo mi vincola ad obblighi giuridici. Ho letto e compreso i termini del presente accordo o ho ricevuto una spiegazione completa da una persona fluente in inglese e nella mia prima lingua.

 Ich verstehe, dass diese Vereinbarung verbindliche rechtliche Verpflichtungen für mich schafft. Ich habe die Bedingungen dieser Vereinbarung entweder gelesen und verstanden oder habe sie mir vollständig durch eine fließend in Englisch und in meiner Muttersprache fließende Sprache erklärt.


 나는 이 동의서가 나에게 법적 효력을 가짐을 이해합니다. 나는 이 동의서를 스스로 읽고 이해하였거나 영어와 한국어에 능통한 사람으로부터 충분한 설명을 받았습니다.


 私はこの契約書が拘束力のある法的義務を有することを理解しています。私はこの契約書の条項を読み、理解しているか、あるいは英語が堪能な者によって私の第一言語で十分に説明されました。

 Tôi hiểu rằng thỏa thuận này sẽ tạo ra nghĩa vụ ràng buộc pháp lý về tôi. Tôi đã thể đọc và hiểu các điều khoản của thỏa thuận này hoặc đã có đầy đủ họ giải thích cho tôi bởi một cá nhân thông thạo tiếng Anh và ngôn ngữ đầu tiên của tôi.

 我明白本协议对我产生法律约束力。我已经仔细阅读并了解了本协议的内容，或者已经由一位通晓英文的人用中文向我诠释了本协议的内容。

我明白本協議對我產生法律約束力。我已經仔細閱讀並了解了本協議的內容，或者已經由一位通曉英文的人用中文向我詮釋了本協議的內容。

 ผมเข้าใจว่าข้อตกลงนี้จะสร้างภาระทางกฎหมายที่มีผลผูกพันกับฉัน  
ผมมีทั้งอ่านและทำความเข้าใจเงื่อนไขของข้อตกลงนี้หรือมีพวกเขาอย่างเต็มที่อธิบายให้ฉันโดยบุคคลที่ชำนาญในภาษาอังกฤษและภาษาแม่ของฉัน

 طور به را آنها اند داشته یا و درک را شرایط این شرایط و خواندن هم من کند می ایجاد من در اور الزام قانونی تعهدات توافق این که کنم می درک من  
دادم توضیح را اول زبان به و انگلیسی زبان به مسلط فرد یک توسط من به کامل





## PARENT(S) DECLARATION

I, \_\_\_\_\_, (Father/Guardian) 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 \_\_\_\_\_ (STUDENT).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

I, \_\_\_\_\_, (Mother/Guardian) 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 \_\_\_\_\_ (STUDENT).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## STUDENT DECLARATION

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:** \_\_\_\_\_ **DATE:** \_\_\_\_\_