



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 Program and the School District's Homestay Program.

INTRODUCTION

The Board of Education of School District No.40 (New Westminister), (the "District"), wishes to provide a challenging and exciting program to students studying in our International Education 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.

GENERAL CONDITIONS

When this agreement is binding

This Agreement is not binding upon the District until it is signed by a parent or guardian of the student and the student applying for admission, is accepted by the District, an offer of admission is made to the student by the District and tuition fees are paid.

Placement

While the District takes into consideration requests for placement at a particular school, the final decision on any placement is determined solely by the District, taking into account space availability and the appropriate program for the student based on the District's assessment.

Custodian and Living Arrangements

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 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 to the terms set out in the Program's [Living Arrangement Policy](#) and also to obtaining a suitable replacement custodian for my child if my child remains in Canada following the conclusion of the School Year or educational program for which my child is participating.

• Important: Changes in living arrangements including contact details or placement, 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 District's International Education Program that my child:

Parent initial: _____ Student initial: _____

✓ Parent / Student

- 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 policies related to Digital Technology, Social Media, 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 in the Homestay Application Form, obey family rules and show respect for members of the family;
- must not change 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;
- must maintain full-time enrollment, and cannot withdraw from or register in any credit courses or substitute online courses for the equivalent in-class course without the prior consent of school officials;
- 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 Program.
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 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 or misleading, including undisclosed (documented or perceived) illness, medical or mental health conditions or educational needs;
 - b. my child breaches any of the obligations set out in paragraph 1 or is suspended or expelled from the Program or required to withdraw due to their own inappropriate behaviour, such as failing to comply with the District Code of Conduct or any



- applicable laws or the rules, policies or procedures of the District or its homestay program; 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

7. Fees for participation in the International Student Program are set out annually and posted to the Program's website. 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. Payment terms are itemized in the Invoice, provided with the Letter of Offer, issued when a student is offered admission into the Program.

Requesting a Refund

8. Requests for refunds must be made in writing to the Program's Director and be accompanied by supporting documents. Requests must be received within six months of the date of withdrawal.

Non-Refundable Fees

9. In the event that my child voluntarily cancels or withdraws from the District's International Education Program, I agree that the following terms will apply:
 - a. The application fees are non-refundable in any circumstances.
 - b. Any fees or expenses that have been collected by the District and are payable or have been remitted to third parties on the student's behalf (e.g. medical fees, insurance fees, assessment fees) are not refunded.

Calculation of Refund Amount

10. I acknowledge that the withdrawal of my child from the Educational Program will cause the District to incur loss, including loss of income and the costs and expenses associated with the Student's placement and intended provision of an Educational Program. The District reserves the right to limit the refunded Program Fees to offset its own losses and expenditures arising from my child's withdrawal from the Educational Program.

The program commencement date is the first day as stated on the Letter of Acceptance and/or Payment Receipt.

- a. **A Full Refund** (less application fees) will be given upon receipt of documentation satisfactory to the District that
 - i. The student is refused authorization to study by Immigration Canada, provided the refusal is not due to the Student's delay or failure to apply sufficiently in advance of the commencement of the Educational Program; or
 - ii. the Student is unable to travel to Canada due to travel bans or restrictions imposed by a provincial or the federal government of Canada or the government of the Student's country of residence; or
 - iii. the Student is medically unfit to travel to Canada and participate in the Educational Program, provided that the Student or his/her parents/guardians were unaware of the medical restriction at the time of acceptance of this Agreement;
- b. **2/3 Refund** will be given on behalf of a student who withdraws prior to the commencement of the program.



- c. **1/2 Refund** will be given on behalf of a student who withdraws after commencement of the program but before 30 calendar days have elapsed.
- d. **No Refund** will be granted on behalf of a student:
 - i. who withdraws after 30 days from the commencement of the program.
 - ii. whose program is terminated under #6 above.

Program Cancellation or Interruption

- 11. I understand that the District reserves the right to cancel my child's enrollment in the Educational Program if the District does not receive the full Fees for that Student within the timelines set out in the Letter of Offer, Letter of Acceptance or Invoice.
- 12. I agree that in the event that the District is not able to perform its obligations under this Agreement or the delivery of the Program is delayed or interrupted as a result of Force Majeure events outside of the District's control, including, without limitation, because of inclement weather, labour disputes, pandemics, disease outbreak, work stoppages, accidents, acts of war or terrorism, civil or military disturbance, nuclear or natural catastrophes or Acts of God, and interruptions, loss or malfunction of utilities, communications or computer (software and hardware) services, the 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 parents/guardians for any loss, injury or expense caused by or arising out of such delays, interruptions or non-performance.
In such circumstances, the District will provide students and 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 District, acting reasonably, is practically able to do so. In such circumstances, the District may, at its discretion, resume the Educational Program through alternative methods of delivery, including distance, online or distributed learning.

Insurance

- 13. My child is obliged to at all times maintain adequate medical and health insurance while in Canada and the District is not responsible for any loss or damage suffered by my child 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

- 14. I understand that there are risks associated with my child enrolling in the 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 District or any of its employees for any injury suffered by my child while participating in the International Programs.
- 15. 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 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

16. I understand that for the purposes of my child's participation in the District's International Education Program, the 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.

17. I agree that under FOIPPA, the 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 District may include images of identifiable students including class photos, individual photos, sporting, and special event photos. It is a tradition in the 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's or District webpage. While such activities promote student achievement and accomplishments, the 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.

18. 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.

Forum for Dispute Resolution

19. 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 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

20. I waive and release all claims against the District for injury, loss, damage, accident, delay or expense resulting from my child's participation in the District's International Programs. I also release the District and agree to indemnify it, with regard to any financial obligations or liabilities that the 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.
21. I understand that the District is not responsible for any loss or injury suffered by my child or me. If my child becomes ill or incapacitated, the 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 District from all liability related to such actions.

Consent to Medical Treatment

22. 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.
23. 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 District to give specific consent to any and all such diagnoses, treatment or hospital care such physician may deem advisable.

Amendment

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



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:** _____