

## International Student Agreement

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

### **Introduction:**

The Board of Education of School District No. 45 (West Vancouver) (the "School District"), wishes to provide a challenging and exciting program to students studying in our International 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.

### **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:**

1. I agree that as a condition of participating in the School District's International Programs 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 Network and Internet Appropriate Use and Privately Owned Electronic Devices Appropriate Use policies;
  - d. must comply with the terms of this International Student Agreement;
  - e. must not use drugs or alcohol;
  - f. 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;
  - 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 Homestay Agreement, and obey family rules and show respect for members of the Homestay family;

- i. 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
- j. must not change Homestay arrangements without the consent of the Administrator of International Programs;
- k. must attend all registered classes in the International Student 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 school officials, and may not substitute in-class courses for the equivalent online course;
- m. must complete homework as assigned;
- n. must not travel outside of Metropolitan Vancouver unless accompanied by an adult of at least 25 years of age; and
- o. must maintain an up-to-date Citizenship and Immigration Canada Study Permit.

**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 represent to the School District that my child has no known history of social or behavioural problems that could affect my child's successful participation in the School District's International Student Program.
4. I know of no reason why my child cannot successfully participate in the School District's International Student Program.

**How this agreement can be ended:**

5. 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 (grade average of less than C- or equivalent).

### **Fee Schedule and Refund Policy**

6. In the event that my child does not come to Canada or decides not to attend or to leave West Vancouver School District's International Programs, I agree that the following terms will apply:
- a. the application fee is non-refundable in any circumstances;
  - b. for students in their first year of participation in the International Programs, the following will apply:
    - i. the full tuition fee, less the application fee, will be refunded upon receipt of satisfactory evidence that the Study Permit was not approved by Citizenship and Immigration Canada (CIC).
    - ii. two-thirds (2/3) of the tuition fee, less the application fee, will be refunded if the student withdraws prior to commencement of program;
    - iii. one half (1/2) of the tuition fee, less the application fee, will be refunded if the student withdraws within 30 calendar days of commencing the program; and
    - iv. no refund will be granted, for any reason, if the student withdraws after 30 calendar days of commencing the program.
  - c. if a student indicates they will be returning to West Vancouver International Programs for a second or subsequent year and withdraws prior to commencing the second or subsequent year, the following will apply:
    - i. 50% of the annual tuition fee will be refunded if they withdraw from the program prior to June 15 of the year in which the second or subsequent year of studies is to commence;
    - ii. no refund will be provided for any withdrawal after June 15 of the year in which the second or subsequent year of studies is to commence. .
  - d. no refund will be provided if a student is dismissed from the program because of a violation of this Agreement.
  - e. In certain circumstances an international fee paying student may become eligible to become a non-fee paying student upon their parent or guardian becoming ordinarily resident in British Columbia. A student may only change their status from fee-paying to non-fee paying before September 30 of the applicable school year. No refund of tuition will be provided to any student whose status changes after September 30th of the applicable school year.

### **Insurance**

7. The Student is obliged 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 International Programs office for the entire duration of their program in West Vancouver 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**

8. I understand that communications between my child and the International Programs Department, 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 International Programs Department, 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.

. Please initial:

Yes –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**

9. 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.
10. 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, kayaking or canoeing unless I also provide my consent to that activity.

### **Forum for Dispute Resolution**

11. 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 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.

### 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 Programs, 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 that information will be collected, used and disclosed for the purposes of offering and administering the International Programs as permitted by the British Columbia Freedom of Information and Protection of Privacy Act 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.

Please 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.

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 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 for these purposes.

Please 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.

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 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.

Please 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..

#### **Consent to Medical Treatment**

15. I authorize the School District and my child's Homestay Parent 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.
16. 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**

17. 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 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 incur, or any damage or injury to the person or property of others that my child may cause while participating in the International Programs.
18. 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.
19. I understand that my child's participation in the International Programs may be terminated at the discretion of the Administrators 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.

20. 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 educational program.

**Amendment**

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

Please Complete The Agreement Below:

I, \_\_\_\_\_, [PARENT/GUARDIAN (circle one)] 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 AGREEMENT  
AND AGREE TO COMPLY WITH THIS AGREEMENT AND THAT THESE TERMS AND CONDITIONS ARE BINDING ON ME  
AND ON \_\_\_\_\_ (NAME OF STUDENT).

\_\_\_\_\_

SIGNATURE

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.

\_\_\_\_\_

SIGNATURE

DATE