

1580 West BroadwayVancouver, British Columbia, Canada V6J 5K8T: 1.604.713.4534F: 1.604.713.4536E: intered@vsb.bc.caW: http://intered.vsb.bc.ca

## INTERNATIONAL PROGRAM PARTICIPATION AGREEMENT

## **Applicant Student and Parent(s)**

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

#### Introduction:

The Board of Education of School District No. 39 (Vancouver) (the "School District"), wishes to provide a challenging and exciting program to students studying in our International 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.

#### When this agreement is binding:

This Agreement is not binding upon the School District until it is signed by a parent or custodian 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 fees are paid.

#### Placement

- 1. 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.
- 2. The School District's designated programs are open to qualified local students first, and to qualified international students, depending on available space.
- 3. The School District reserves the right to:
  - a. withdraw the student from the program, if the student's educational needs are greater than disclosed on the application;
  - b. withdraw the student from the program if the student develops health concerns;
  - c. withdraw the student if the student is found to have special educational needs, social or emotional needs, after enrollment in the program.

What I am agreeing to:

- 1. I agree that as a condition of participating in the School District's International 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 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 illegal drugs or alcohol;
  - f. must, if the student is participating in a Langara College Homestay, comply with all terms of the Homestay Agreement, and obey family rules and show respect for members of the Homestay family;
  - g. must have a custodian and accommodation arrangement that meets the requirements of the School District and has the consent of the Administrator of International Programs;



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- h. must attend all registered classes in the International Program, unless unable by reason of illness or injury to do so and must provide a note from a Parent, custodian or Homestay family for any absences;
- i. must be in full time study, in face to face classes;
- j. must not withdraw from courses without consent of school officials, and may not substitute in-class courses with the equivalent online courses;
- k. must not travel outside of Metropolitan Vancouver unless accompanied by an adult of at least 25 years of age; and
- 1. maintain an up-to-date Citizenship and Immigration Canada Study Permit.

#### **Custodian and Living Arrangements**

2. I understand that students aged 13 years or older are not permitted to live independently while enrolled in the program. I agree to appoint a custodian over 25 years of age in the Vancouver area who will take responsibility for my child and will ensure that his/her accommodation and other living necessities such as food, clothing and transportation are provided. Students must live with a responsible adult who is their custodian or their homestay parent. Students will follow and respect homestay family household rules and property.

I agree that the School District reserves the right to withdraw the student if the accommodation arrangements are unsatisfactory.

I understand that international students aged 12 years or younger are accepted only if the following conditions are satisfied:

- a. A parent must accompany the student, reside full-time in Vancouver, and provide care and custodianship for the student. If the parent(s) must leave Vancouver (i.e. return to home country) while the student is enrolled in the international education program, the student must go with them.
- b. If requested, the School District will permit students under the age of 13 to reside with a direct relative. The School District defines direct relative to mean that the parent(s) are related to the individual by bloodline or by marriage. If the student is to be cared for by a relative as defined above, then the parent(s) and the relative must provide the School District with documents stating that the relationship is in compliance with this policy.

I agree to inform the International Program office and the school of any changes of student information, which includes custodian and living arrangements, contact information of the student, parents and custodian.

#### My representations:

- 3. I represent to the School District that my child has no history of engaging in criminal behaviour or sexual misconduct.
- 4. I know of no reason why my child cannot successfully participate in the School District's International 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;



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- c. my child is unable to perform or is not performing to a reasonable academic standard; or
- d. I breach any of the obligations set out in this agreement.

#### 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 Vancouver School District's International Program, I agree that the following terms will apply:
  - a. the application fee is non-refundable in any circumstances;
  - b. for students in the first school year of participation in the International Program, the following will apply:
    - i. the full tuition fee, less CAD\$500, 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 will be refunded if the student withdraws prior to commencement of the program;
    - iii. one half (1/2) of the tuition fee will be refunded if the student withdraws before the end of the first calendar month of the program; and
    - iv. no refund will be granted, for any reason, if the student withdraws after the first calendar month of the program.
  - c. if a student indicates they will be returning to the Vancouver International Program for a second or subsequent school year and withdraws prior to commencing the second or subsequent school year, the following will apply:
    - i. 50% of the annual tuition fee will be refunded if they withdraw from the program on or prior to May 31 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 May 31 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 violation of this Agreement.
  - e. Students who become landed immigrants or otherwise change status in Canada after tuition fees are paid will not be eligible for refunds other than as stated in the refund policies.

The School District is not liable for losses/expenses that may incur as a result of the District being unable to provide education owing to labour disputes, inclement weather conditions or other causes beyond its control.

#### Status of Parent Living in Vancouver

7. I understand that it is my responsibility to check with the Newcomer Welcome Centre of the Vancouver School Board for my child's eligibility for Ministry-funded education.

#### Insurance

8. 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



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Program office for the entire duration of their program in 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.

#### **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 Program.
- 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 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.

#### **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 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 the information will be collected, used and disclosed for the purposes of offering and administering the International Program 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



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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 be used for these purposes.

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.
- 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 uses 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 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.
- 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 Program.
- 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.



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- 19. I understand that my child's participation in the International Program may be terminated at the discretion of the Administrators of the International Program 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

21. 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) APPLY FOR THE ADMISSION OF	
	(NAME OF STUDENT) ON T	THE TERMS SET OUT IN
THIS AGREEMENT AND I HAVE RI	EAD AND UNDERSTOOD THE TERMS OF T	THIS INTERNATIONAL
STUDENT AGREEMENT AND AGR	EE TO COMPLY WITH THIS AGREEMENT	AND THAT THESE
TERMS AND CONDITIONS ARE BI	NDING ON ME AND ON	(NAME
OF STUDENT).		
SIGNATURE	DATE	
I,	, (NAME OF STUDENT) HAVE REA	AD AND UNDERSTOOD
THE TERMS OF THIS INTERNATIO	ONAL STUDENT AGREEMENT AND AGREE	TO COMPLY WITH
THIS AGREEMENT AND THAT THE	ESE TERMS AND CONDITIONS ARE BINDI	NG ON ME.