

## 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.**

Updated 2024.09.10.

### Introduction

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

### 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 academic programs are open to qualified local students first. Qualified international students may be considered, 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

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

1. must comply with the laws of Canada and British Columbia;
2. must comply with the School and School District Rules, Policies and Code of Conduct;
3. must comply with the School District network and Internet Appropriate Use and Privately Owned Electronic Devices Appropriate Use Policies;
4. must comply with the terms of this Agreement;
5. must not use illegal drugs or alcohol;
6. must, if the student is participating in a homestay program, comply with all terms of the homestay agreement, and obey family rules and show respect for members of the homestay family;
7. must have a custodian and accommodation arrangement that meets the requirements of the School District and has the consent of the Administrator of International Program;
8. must attend all registered classes in the Education 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;

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

9. must be in full time study, in face to face classes unless otherwise approved by the school;
10. must not withdraw from courses without consent of school officials, and may not substitute in-class courses with the equivalent online courses;
11. must not travel outside of Metropolitan Vancouver unless accompanied by an adult of at least 25 years of age; and
12. maintain an up-to-date Immigration, Refugees and Citizenship Canada (IRCC) study permit.

### **Custodian and Living Arrangements**

I understand that students aged 13 years or older are not permitted to live independently while enrolled in the Education 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:

1. 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.
2. 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) is/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**

1. I represent to the School District that my child has no history of engaging in criminal behaviour or sexual misconduct.
2. I know of no reason why my child cannot successfully participate in the School District's Education Program.

### **How this Agreement Can Be Ended**

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:

1. any information in my child's application for admission is untrue;
2. my child breaches any of the obligations set out in this Agreement;
3. my child is unable to perform or is not performing to a reasonable academic standard; or
4. I breach any of the obligations set out in this agreement.

## Fee Schedule and Refund Policy

The refund policy and refund request procedure are in effect from the moment a student has paid tuition fee to the International Program until the student officially withdraws from the program. If there is any conflict between these procedures and the terms of your Agreement with the School District, the terms of the Agreement will govern.

All refund requests must be submitted in writing with all relevant and supporting documents listed on the Refund Direction Form by the last day of the intended Education Program. Additional documentation may be requested in order to assess a refund request. The refund policy and request procedures may change, and amendments will be effective when posted. The following refund policy will apply to all international students.

1. Refunds are not available for the application fee that is paid to the School District for receiving and processing a student's application and enrollment, and other administration fees charged by the School District.
2. If the School District has collected any amounts from students that have been paid or are payable to third parties (including but not limited to, medical insurance, fees, taxes), then any available refunds will depend on the policies of the third party and whether payment of the monies is forgiven or refundable by the third party.
3. Students are required to enrol in the School District's medical insurance group plan for the entire duration of their studies in the School District. The student is responsible for additional insurance coverage should they stay in British Columbia beyond the duration of their studies in the Education Program in the School District. The School District is not responsible for any loss or damage suffered by the student as a result of failure to maintain adequate insurance.
4. The School District will receive and consider requests for refund of fees, other than non-refundable application fee and an administrative fee of 10% of the tuition fee, where the student's initial study permit and/or entry visa is not approved by Immigration, Refugees and Citizenship Canada (IRCC), provided that the refusal is not due to the student's delay or failure to apply sufficiently in advance of the commencement of the program and subject to the student providing satisfactory supporting documentation. The student must submit a copy of the original IRCC letter of denial, a copy of the initial study permit and/or entry visa application, and the Letter of Acceptance issued by our International Program, within 60 days of the issue date of IRCC's letter of denial.
5. If the School District determines that a refund is appropriate, the Education Program reserves the right to reduce the amount of tuition fee refunded to offset the School District's own costs including the loss of any staff time or resources arising from a student withdrawal. Generally, reduction in amount of Tuition refunded will be as follows:
  - a. One half (1/2) of tuition fee if a study permit extension and/or re-entry visa is not approved by IRCC.
  - b. One-half (1/2) of tuition fee if the Student in his/her first year of study in the School District withdraws from the Education Program, for any reason, prior to the commencement of the Education Program.
  - c. One-half (1/2) of tuition fee if for any reason the returning student withdraws from his/her subsequent Education Program prior to May 31<sup>st</sup>. No refunds will be provided after May 31<sup>st</sup>.

- d. No refund of tuition fee regardless of the reason, if the Student withdraws after the commencement of the Education Program.
  
- 6. No refund of the tuition fee if the Student is suspended or expelled from the Education Program or required to withdraw due to his/her own inappropriate behavior, such as where the student fails to comply with the terms and conditions of our International Program, the School District's code of conduct, or any applicable laws or the rules, policies or procedures of the School District.
  
- 7. No refund of the Tuition Fee if the Student is removed from the Education Program because information provided in his/her application for enrollment is determined by the School District to be false or misleading, including undisclosed illness, medical or mental health conditions or undisclosed educational needs.
  
- 8. If the Student and the parent/legal guardian with whom they reside become "ordinarily resident" in British Columbia (within the meaning of British Columbia School Act) or changes status from funding ineligible to funding eligible in the School District after the payment of the tuition fee, but prior to the commencement of the Education Program, such that they are funding eligible in the School District, the Student shall be entitled to a refund of the tuition fee as stated in the refund policy above provided that the Education Program receives a confirmation from the Newcomer Welcome Centre of the School District about the change of residency status or funding eligibility status.

### **Status of Parent Living in Vancouver**

I understand that it is my responsibility to check with the Newcomer Welcome Centre for my child's eligibility for Ministry-funded education, prior to applying for the Education Program.

### **Force Majeure Clause**

In the event that the School District is not able to perform its obligations under this Agreement or the delivery of the Educational Program is delayed or interrupted as a result of events outside of the School District's control, including, without limitation, because of strikes, pandemics, disease outbreak, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or Acts of God, and interruptions, loss or malfunction of utilities, communications or computer (software and hardware) services, the School 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 his or her parents/guardians for any loss, injury or expense caused by or arising out of such delays, interruptions or non-performance. In such circumstances, the School District will provide students and their 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 School District, acting reasonably, is practically able to do so. In such circumstances, the School District may, at its discretion, resume the Educational Program through alternative methods of delivery, including distance, online or distributed learning.

### **Insurance**

The Student 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. Students are required to enroll in medical insurance through the International Program office for the entire duration of their program in the School District.

If a student fails to renew study permit on time that causes interruption to his/her insurance coverage, the Education Program will purchase temporary insurance for the student. The student is required to pay for additional insurance fee. If a student cancels or fails to extend his/her 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**

1. 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 Educational Program.
2. 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 his/her 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**

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 Educational 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**

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

2. 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 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.

3. 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**

1. 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.
2. 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**

1. 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 Educational 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 Educational Program.
2. 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.
3. I understand that my child's participation in the Educational Program may be terminated at the discretion

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

of the Administrators of the Educational 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.

4. 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, \_\_\_\_\_, (NAME OF PARENT) 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 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 AGREEMENT AND AGREE TO COMPLY WITH THIS AGREEMENT AND THAT THESE TERMS AND CONDITIONS ARE BINDING ON ME.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE