

The Trustees of the Board of Education of School District No. 41 Burnaby (the "School District") wish to provide a challenging and exciting program to students studying in our School District. There are, however, certain expectations of students who are accepted into our program. These expectations include important obligations on the part of each student accepted to study at our schools, and we set a high standard in requiring all students to meet their obligations. Each student and the parent of each student that is accepted into the Burnaby School District International Student Program must read the following statement and must, by signing it, agree to be bound by and to honour its terms strictly.

1. Student Conduct

I agree to abide by all the laws of Canada and British Columbia. I have reviewed the School District's International Student Program Code of Conduct located at studyinburnaby.ca/forms and agree to abide by it as well as the school rules which include those pertaining to attendance, homework and behaviour.

2. Educational Needs

I agree that the School District reserves the right to:

- make educational decisions, including placement and program decisions, in the best interests of students and within available resources;
- remove the student from the program if the student's educational needs are greater than disclosed on the application or there are other material misrepresentations or non-disclosures;
- remove the student from the program if the student develops health concerns, including mental health concerns.

I understand that the School District cannot guarantee the attainment of a BC High School Graduation Diploma.

3. Safety and Supervision

Canada and the City of Burnaby are very safe by world standards. The student will be supervised generally at school and during school-sponsored activities, to the same degree as local students. The School District does not undertake any supervisory responsibility with respect to the student's or school-sponsored activities outside of school, including homestay and community activities. The School District cannot and does not guarantee the student's safety with respect to the student's other activities, including homestay and community activities.

4. Study Permit

Students who have been accepted to the program and are enrolling for over 6 months will be required to hold a copy of

their current Study Permit during orientation week. If a student does not possess the necessary immigration documentation, they will be prohibited from beginning or continuing their studies in the Burnaby School District.

5. Removal from the Program

I understand that a student's participation in the Program may be terminated at the discretion of the School District without any refund of fees, and that a student may be sent home at their own expense if:

- He/she does not adhere to the School District rules, standards and instructions as set forth in the school's agenda, handbook and the International Student Program Code of Conduct and International Student Participation Agreement;
- Their educational needs are greater than disclosed on the application or there are other material misrepresentations or non-disclosures;
- They develop health concerns, including mental health concerns;
- He/she does not possess a valid Study Permit, if studying for a period of more than six months;
- They are a student in grades K-6 and do not reside with a parent or blood relative.

6. Refund Policy

In the event that a student does not come to Canada or decides to leave the School District for personal reasons, a portion of the paid tuition fee may be refunded. All requests must be made in writing. The following refund policy will apply to international students:

- Full refund, less application and \$600 CDN administrative fees, if the Study Permit is not approved by Citizenship & Immigration Canada (applicants must include the letter of rejection from the Canadian Embassy).
- Two-thirds ($\frac{2}{3}$) of tuition fee if the student withdraws prior to the commencement of the program.
- One-half ($\frac{1}{2}$) of tuition fee if the student withdraws any time between commencement and the end of the first calendar month of the program.
- No refund if the student withdraws after the first calendar month of the program.
- No refund if (a) the student is found to be in violation of the International Student Program Code of Conduct and / or Participation Agreement, (b) the district was not informed of any special learning needs prior to the student's acceptance to the program or the district removes the student from the program because of any other material misrepresentations, or (c) a parent of an elementary student is not residing with their child.

For students beginning their studies for one academic year starting in January / February, after the first calendar month of the program, there is also no refund for the September portion of their studies.

Students who become Permanent Residents after tuition fees are paid will not be eligible for refunds other than as stated in the above refund policy.

7. Legal Jurisdiction

The agreement between the School District and the parents of a student in the program will be interpreted in accordance with the laws of the Province of British Columbia and any litigation involving interpretation of the agreement will be conducted in British Columbia, Canada.

8. General Release and Waiver

We, the undersigned parents, do waive and release all claims against the School District for any injury, loss, damage, accident, delay or expense resulting from the student's participation in the International Student Program.

We also release the School District and its employees, officers, volunteers, and agents, and agree to indemnify them, with regard to any financial obligations or liabilities that the student may personally incur, or any damage or injury to the person or property of others that the student may cause while participating in the International Student Program.

We understand that the School District is not responsible for any loss or injury suffered by the student during periods of travel.

If the student becomes ill or incapacitated, the School District may take such actions as it considers necessary, including securing medical treatment and transporting the student home at his or her own expense. We release the School District from all liability related to such actions.

We understand that the student's participation in the Program may be terminated at the discretion of the School District without any refund of fees, and that the student may be sent home at his or her own expense, if he or she does not adhere to the School District rules, standards and instructions as set forth in the school's agenda and handbook, the International Student Program Code of Conduct and the International Student Participation Agreement.

This agreement with the School District cannot be modified or interpreted except in writing by the International Education Office.

This General Release supplements and does not replace the Parent Consent and Waiver Form for international students participating in district- or school-sponsored activities.

Unless the School District advises of any revisions to this agreement, this agreement is in effect for the duration of the students' studies in Burnaby.

I have read the above and agree to fulfill all my obligations as set out. I also agree to the agreement and release clause.

Name of Student (*please print*)

Signature of Student

Date (*yy/mm/dd*)

I/we give my child permission to participate in district- or school-sponsored routine field trips, sports teams, club activities or other extra-curricular, co-curricular and curricular activities. This includes orientation week field trips, which may include visiting Grouse Mountain, Capilano Suspension Bridge, and downtown Vancouver. Various modes of transportation may be used and students may not be supervised at all times.

I/we, the parents of the student signing above ('our child'), have read all the above including the agreement and release clause and I/we agree that we will use our best efforts to ensure that our child honours all the obligations set out and we agree to be bound by the release and authorizations. We certify that the information on this form and attached records is complete, authentic and true. We understand that if this is not the case, the student may be removed from the International Student Program.

I/we understand that the School District shall not be liable for losses or expenses that may be incurred as a result of the School District being unable to provide education owing to labour disputes or other causes beyond its control.

I give permission for my child's first name, photograph and video to be used as it relates to the production of a school play or concert, a school event or promotion of the School District.

It is the responsibility of the parents to ensure that they understand everything in this application package and to ask if any parts are not clear.

Name of Parent (*please print*)

Signature of Parent

Date (*yy/mm/dd*)

Name of Parent (*please print*)

Signature of Parent

Date (*yy/mm/dd*)

For international students participating in district- or school-sponsored activities

Name of Student:

Last Name

First Name

Assigned Burnaby School

I/We are the parent(s) of the above-noted student.

International students enrolled in the Burnaby School District #41 may be offered the opportunity to participate in school-sponsored or district organized activities, including field trips, sports team, clubs and extra-curricular activities. These may include but are not limited to high-risk activities such as kayaking, canoeing, mountain climbing, hiking, snowboarding, skiing, and overnight excursions.

Mode of transportation is normally by School District contracted bus, public transportation or private automobile. Even though normally these activities are supervised, students are not supervised at all times.

We hereby authorize the person whom we have designated as custodian of the above-named student to consent, or withhold consent, to each opportunity or activity as presented by the school or International Education Office, but not to waive legal rights on my behalf. We retain the right to give specific direction to the custodian about consents.

In consideration of the Burnaby School District #41 offering the student opportunities to participate in school-sponsored or district-sponsored activities, as described above, we waive any and all claims that we may have against, and release from all liability and agree not to sue the Board of Education of School District #41, its officers, employees, and volunteers for any personal injury, death, property damage or loss sustained as a result of the student's participation in the activity, arising out of any cause including negligence.

I hereby give my consent and acknowledge by my signature below and my initials beside each item that:

_____ *Initials* My child is fully capable of participating in these activities and has no illness, allergy, or disability that has not already been identified to program staff.

_____ *Initials* I fully understand that the activities listed above involve the use of equipment and that participation in these activities could cause injury, permanent trauma, or death.

_____ *Initials* Accidents leading to injury or death can occur in the outdoors regardless of precautions taken, skill level of participants, or the conduct of those leading the activity.

_____ *Initials* The school's code of conduct applies during all of the activities listed above. I will be responsible for any costs caused by my child's failure to abide by the code of conduct.

In signing the consent and waiver, I am not relying on any oral or written representation or statements made by the Burnaby School District #41 and its employees to induce me to permit my child to participate in the activities listed above, other than those set out in this consent and waiver.

I am 19 years of age or more and have read and understand the terms of this consent and waiver, and understand that it is binding upon me, my heirs, executors and administrators.

Date

Signature of Witness

Signature of Father

Signature of Witness

Signature of Mother

Printed name of Witness

Printed Name of Parents