

# International Student Agreement

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

## INTRODUCTION

The North Vancouver School District (NVSD) wishes to provide a challenging and exciting program to motivated 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.

## GENERAL CONDITIONS

### When this agreement is binding

This Agreement is not binding upon the School District until it is signed by a parent 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.

## PARTICIPATION AGREEMENT

1. I agree that as a condition of participating in the School District's International Program that my child will be required to:
  - a. demonstrate functional literacy in English;
  - b. complete an ELL assessment at the start of the program upon request;
  - c. comply with the laws of Canada and British Columbia;
  - d. comply with the North Vancouver School District and School District Rules, Policies and Code of Conduct;
  - e. comply with the terms of this International Student Agreement;
  - f. attend all registered classes regularly and on time, unless unable by reason of illness or injury to do so. Absences must be satisfactorily explained;
  - g. not withdraw from courses without consent of school officials, and may not enroll or substitute online courses for the equivalent in-class course without school counsellor and guardian permission;
  - h. complete homework and assigned work;

- i. use English as the primary language during the program;
- j. understand that Canada is a culturally diverse country and demonstrate respect for people of other genders, races, religious and cultural backgrounds;
- k. comply with the NVSD Network and Internet Appropriate Use and Privately Owned Electronic Devices Appropriate Use policies;
- l. 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;
- m. not change homestay arrangements without the consent of the Manager, International Programs or student's custodial guardian;
- n. not buy, sell, use or be in possession of drugs or alcohol;
- o. not own or operate a motor vehicle even if the student holds a valid driver's licence;
- p. not travel outside of Metropolitan Vancouver without custodial guardian permission;
- q. maintain an up-to-date Citizenship and Immigration Canada study permit, as required;
- r. obtain medical insurance through the NVSD;
- s. if a secondary (Grades 8 through 12) international student, reside within the boundaries of North Vancouver with either their natural parent(s), relatives over the age of 25 years holding Permanent Residency or Canadian Citizenship status, or in a homestay approved by the Manager, International Programs ; and
- t. if an elementary (Kindergarten through Grade 7) international student, reside only with their natural parent(s).

### My representations

2. I agree that as a condition of participating in the School District's International Program, I represent to the School District the following:
- a. my child has no history of engaging in criminal behaviour or sexual misconduct;
  - b. my child has no known history of social or behavioural challenges that could affect my child's successful participation in the School District's International Student Program;
  - c. I understand and agree that any information included in my child's application for participation in the North Vancouver School District's International Program is incorporated into and forms part of this agreement and I represent that it is true.
  - d. I know of no reason why my child cannot successfully participate in the School District's International Student Program.
  - e. I understand that I, the parent, am responsible for notifying the School District of any changes to my child's physical or mental health.
  - f. I represent that my child is in excellent physical and mental health and currently does not require medication.

Yes, I confirm

No, I do not confirm (\*list any/all medical health issues and medications below):

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HEALTH RELATED CONCERNS	YES	NO	DETAILS
Non-Life Threatening Allergies:			
Life Threatening Allergies:			
Hearing, Visual, Speech Impairment:			
Mental Health Challenges: (Example: Depression, Anxiety, Eating Disorder, Self-Harm, Other)			
Learning Challenges:			
Social/Behavioral Challenges:			
Ongoing Serious Health Concerns:			
Other:			

### How this agreement can be ended

3. 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 or undisclosed, including health related concerns (please refer to above table);
  - b. my child breaches any of the obligations set out in the Participation Agreement above; 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

4. Once an international student has been accepted to the North Vancouver School District via the International Education Program, program fees are non-refundable in the event that my child does not participate in the program or withdraws early during their period of enrolment as indicated on the letter of acceptance. All requests for refunds must be presented in writing to the Manager, International Programs of the International Education Office no later than one month prior to the start of their period of enrolment. I agree that the following terms will apply:
  - a. the application fee is non-refundable;
  - b. there will be a non-refundable administration fee charged for any requests for cancellation or deferral;
  - c. if an international student is asked to leave the program as a consequence of violation of the participation agreement, fees are non-refundable;
  - d. if an international student and natural parents become a Landed Immigrant, Refugee or Permanent Resident of Canada at least one month prior to the start of their period of enrolment, or during the school/academic year, a student may be accepted for provincial grant funding\*

\*Note, a student's fee-paying status does not change to provincial grant funding eligible until such time as determined by Central Registration (in consideration of the following school year).

- e. if the resident parent's status in Canada changes (receives a Work or Study Permit), the student remains a fee-paying international student;
- f. in the event that a student's application for a study permit is refused, or a renewal for study is not approved by Canada Immigration, tuition minus an administration fee may be refunded, provided that:
  - a. The application for any permit or visa was submitted to IRCC within 30 days after receipt of the Letter of Acceptance (LOA). A receipt from IRCC must be supplied to our office;
  - b. The student has no prior refusals for any Canadian federal government document;
  - c. The refund request is submitted in writing, with a copy of the IRCC refusal letter, within 15 days of the date of issue of the refusal letter;
- g. the North Vancouver School District is not liable for losses/expenses that may occur as a result of the School District being unable to provide education owing to labour disputes, inclement weather or other causes beyond its control.

### **Custodial Guardianship**

5. I understand it is a requirement of both Canadian Immigration and the North Vancouver School District that all international students provide proof of their local custodial guardian unless they are residing with their natural parent(s). The homestay provider and the custodial guardian may not be the same person, but both homestay provider and custodial guardian must be: over the age of 25; holding Permanent Residency or Canadian Citizenship status; fluent in English; residing locally; and be prepared to provide support throughout the student's term(s) of study. Any changes to custodial guardianship must be provided in writing to the Manager, International Programs.

### **Insurance**

6. 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 enrol in medical insurance provided by the International Program office for the entire duration of their program in the North Vancouver 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.

### **Consent to Receive Communications by Electronic Means**

7. I understand that communications between my child and the International Program Department, my child's school and my child's teachers will often occur through electronic means, including email, text or SMS message, or electronic communication platforms such as Microsoft Teams. I agree that the International Program 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.
- No** – I do not agree with my child receiving communications by text or SMS messaging or similar forms of electronic communications, and/or do not consent to the storage of and access to my child's personal information occurring outside of Canada.

### Assumption of Risk

- 8. 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.
- 9. 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 extracurricular activities such as but not limited to skiing, surfing, snowboarding, indoor mountain climbing, kayaking and/or canoeing if the Custodian in their discretion considers an activity appropriate. Please note medical insurance may not cover injuries resulting from high risk activities. Please confirm coverage before engaging in any desired activity.

### Forum for Dispute Resolution

- 10. 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

- 11. 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 that 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.

12. I agree that under Freedom of Information and Protection of Privacy Act (“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.

13. From time to time, teachers may use various websites and applications that store data outside Canada, such as Google Docs. 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

14. I authorize my child's custodial guardian and/or school district representative, if necessary, 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.
15. 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

16. 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 Program. 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.
17. 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 action 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.
18. I understand that my child's participation in the International Program may be terminated at the discretion of the Manager, 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.
19. 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, or other unplanned emergencies 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.

By signing below, you are confirming that you have read, understand and agree to abide by the terms of this Agreement as set forth above.

**Please Complete The Agreement Below:**

I, \_\_\_\_\_, [PARENT/GUARDIAN (circle one)] APPLY FOR THE ADMISSION OF \_\_\_\_\_ (*Name of the Student*) ON THE TERMS SET OUT IN THIS AGREEMENT AND I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS THAT ARE BINDING ON ME AND ON \_\_\_\_\_ (*Name of the Student*).

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

I, \_\_\_\_\_, [NAME OF THE STUDENT] HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS THAT ARE BINDING ON ME.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE