

International Student Program Legal Agreement

This document creates a legally binding agreement for participation in the Surrey School District's International Student Program.

Parents: please review this document very carefully and initial on *Page 5* and you and your child (Grade 8 and older) must sign and date on *Page 7*.

Introduction:

The Board of Education of School District No. 36 (Surrey Schools) (the "School District"), provides a dynamic English immersion academic program to students enrolled in the International Student Program. This Agreement sets out the terms on which a student is accepted into the program and the obligations of 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 of the student and the student applying for admission is accepted by the School District, an offer of admission is made to the student by the School District and all program fees are paid.

Placement:

As per School District Board policy #9325, international fee-paying students are not eligible to take a placement in a school or School District Program away from children resident in the School District. Additionally, any need for staffing, support, supplies or equipment beyond the classroom teacher, English Language Learner (ELL) support, in-school counselling or Multi-Cultural Worker (MCW) support is not permitted. 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:

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 Surrey School District Technology Access and Use and Internet Access and Agreement policies;
- d. must comply with the terms of this International Student Program Agreement;
- e. must not use, be in possession of or distribute any drugs or alcohol;
- f. must advise the School District immediately of any change in address/homestay via a parent, legal guardian or custodian;
- g. must advise the School District immediately of any change in custodianship via a parent, legal guardian or custodian;

- h. must attend all registered classes in the International Student Program, unless unable by reason of short term illness or injury to do so and must communicate reason for absence via a parent, legal guardian or custodian for any absences;
- i. must participate in classes and complete all homework/course requirements as assigned;
- j. maintain an up-to-date Immigration, Refugees and Citizenship Canada (IRCC) Study Permit if the program requires it;
- k. must arrive with conversational English, an age-appropriate level of reading and writing in English and be able to understand teacher instructions. While Surrey does not ask for IELTS or TOEFL scores, there is a minimum level of language expected to be successful in grades 10 and 11:
 - for students applying to grade 10, they should demonstrate a *minimum* level of IELTS score of 4 or TOEFL score of 30 which equates to the 'Low-Expanding' level (BC Ministry of Education ELL Standards)
 - for students applying to grade 11, they should demonstrate a *minimum* level of IELTS score of 5 or TOEFL score of 35 which equates to the 'Expanding-Consolidating' level (BC Ministry of Education ELL Standards)
- l. must comply with the terms and conditions of the Surrey Schools International Student Online Course Registration Policy.

My representations:

I represent to the School District that:

- a) my child has no history of engaging in criminal behaviour or sexual misconduct.
- b) my child has no known history of any social, emotional, behavioural or health-related problems that could affect their successful participation in the International Student Program.
- c) I know of no reason why my child cannot successfully participate in Surrey's International Student 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 program fees paid, and may dismiss my child from the International Student Program if:

- a) any information in my child's application for admission is untrue; including any undisclosed illness, medical or mental health conditions or undisclosed educational needs;
- 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) and/or is unable to perform or is not performing to age-appropriate behavioural standards.

I understand that failure for my child to comply with all of the above will result in my child being placed on Academic Probation, school contracts and School District-based performance contracts, suspension or dismissal as determined necessary by school administrators and Managers of the International Student Program.

Refund Policy:

In the event that my child does not come to Surrey, decides not to attend or is asked to leave the School District's International Student Program for any reason, I agree that the following terms will apply:

Study Permit Denials, Withdrawals, False or Non-Disclosed Information

- 1. Full refund of program fees paid** (less \$500 CAD administrative fee), if the Study Permit is not approved by Immigration Refugees and Citizenship Canada (IRCC). The letter of rejection from IRCC must be provided.
- 2. Two-thirds (2/3) of program fees paid**, if student withdraws prior to the commencement of the program (the 'program' is defined as the dates specified on the official Letter of Acceptance and the defined 'program' can be within the same school year or over a split/two different school years). A complete Refund Request Form must be received before the program commences.
- 3. One-half (1/2) of the program fees paid**, if the student withdraws any time between commencement and the end of the first calendar month of the program (the 'program' is defined as the dates specified on the official Letter of Acceptance and the defined 'program' can be within the same school year or over a split/two different school years). A complete Refund Request Form must be received no more than one week after the end of the first calendar month.
- 4. No refund of program fees if:**
 - the student withdraws after the first calendar month of the program (dates as specified on the LOA).
 - the student is found to be in violation of the law, policy or regulation as determined by the Government of Canada, police or Surrey Schools (i.e.: chronic absenteeism, suspension from school, consumption of alcohol, drug involvement).
 - there is a major discrepancy between the school records submitted and the student's academic ability.
 - there is false information provided or non-disclosure on the application regarding a student's perceived learning/physical disability, behavioural concerns, mental health conditions, undisclosed learning needs and/or medical/criminal history.
 - the student arrives to commence studies in grade 10 or 11 and does not meet the minimum language requirements outlined in this agreement and online application instructions.

Change in Immigration Status:

In the event students whose residing parent(s) become Permanent Resident(s) or obtain a valid Work or Study Permit (and meet supporting District criteria) *after* program fees are paid *and* will reside within Surrey or White Rock are entitled to a full refund of program fees paid (less \$500 CAD administrative fee) only if the following also applies:

- If the change in status occurs **prior** to the commencement of the program (the 'program' is defined as the dates specified on the official Letter of Acceptance and the defined 'program' can be within the same school year or over a split/two different school years).
- That written confirmation from the District Welcome Centre of the status change *combined* with a complete Refund Request Form must be received at the International Education Department *before* the program commences.

Any change in status after the commencement of the program no refund will be permitted.

Please note that all refunds are subject to a \$500 administration fee.

Health 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 Student Program office for the entire duration of their program in Surrey 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:

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 Student Program.

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. 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 or the Custodian also provide consent to that activity. Additionally, I give permission for my child to participate in new student orientation inclusive of a Vancouver-area tour and 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 International Student 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 agree to the jurisdiction of British Columbia courts.

Collection, Use and Disclosure of Personal Information:

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 School District's International Program uses a third-party platform called True North to manage the international student application process and to manage documents throughout the student's participation in the Program. True North collects the student information electronically from parents or their agents and securely stores it on computers based in Kelowna, British Columbia, Canada. I understand that when a student who has been accepted into the Program is required to demonstrate their English language proficiency for the School District's International Program, the language testing is carried out using a third-party web-based service called Vital English. Vital English stores student data, including language testing results, on secure computers in New Zealand. 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 (FOIPPA) 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.

I agree to the use of my and my child's personal information for purposes consistent with the above.

Parent to initial here: _____

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 or social media. 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 to my child's name, photograph or comments relating to these types of School activities for these purposes.

I agree to the use of my and my child's personal information for purposes consistent with the above.

Parent to initial here: _____

From time to time, teachers may use various websites and applications that store data outside Canada, such as Google Docs, Prezi, Noodle Bib, etc. 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. Students may also be asked by the International Student Program and/or School District to use video-conferencing software such as Microsoft Teams and affiliated applications, Zoom, Skype, Facetime etc. for assessment and student orientation purposes.

I agree to the use of my and my child's personal information for purposes consistent with the above and consent to their use of video-conferencing software as outlined above.

Parent to initial here: _____

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 International Student 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.
- 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 failure or inability for my child to comply with the academic and behavioural expectations and School District rules set out in this Agreement will result in my child being placed on Academic Probation, school contracts and School District-based performance contracts. Additionally, I understand that my child's participation in the International Student Program may be terminated at the discretion of the Managers of the International Student 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 Student Code of Conduct, School District policies 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.

Signatures and Completion of Agreement Required on Following Page

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

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 of PARENT

TODAY'S 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 of PARENT

TODAY'S DATE

**(Grade 7 and under parents sign here)*