

## International Student Agreement

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

### Introduction

The Board of Education of Abbotsford School District (the "School District"), wishes to provide a challenging and exciting program to students studying in our International Programs. 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 or guardian 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 program 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.

### Homestay

- International students who are under the age of 12 are accepted only under the condition that a parent must accompany the child, reside full-time in Abbotsford, and provide care and custodianship for their child for the duration of the school year.
- If requested, the District will permit students under the age of 12 to reside with a direct relative. Direct relative is defined to mean that the parent(s) are related to the individual by bloodline or by marriage.
- International students who are 12 years of age and older and are not living with a parent or a direct relative are expected to live with an approved District homestay family.
- If other homestay arrangements are going to be made, the homestay family must consist of at least one "Responsible Adult" of twenty-five (25) years of age or older. The Abbotsford School District International Office must be contacted. The Abbotsford School District will have no role in assessing or monitoring the suitability of the homestay family and the accommodation that have been chosen or offered. The Abbotsford School District assumes no liability.
- International students with a private homestay arrangement must inform the International Program immediately of any change in homestay.

**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 buy, sell, possess or use drugs or alcohol;
  - f. must not drive a motor vehicle even if they hold a valid Driver's License unless they are residing with one of their natural parents;
  - g. must, if my child is participating in a Homestay, comply with all Homestay terms, and obey family rules and show respect for members of the Homestay family;
  - h. must not change Homestay arrangements without the consent of the Administrator of International Programs;
  - i. 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, guardian or Homestay family for any absences;
  - j. must not withdraw from courses without consent of school officials, and must only take credit courses provided by Abbotsford School District and approved by the Administrator of International Programs;
  - k. must complete homework as assigned;
  - l. must not travel outside of the Fraser Valley unless accompanied by an adult of at least 25 years of age, or the trip is organized by the International Program. Students are never permitted to stay overnight, anywhere, without supervision of an approved adult of at least 25 years of age; and
  - m. must maintain an up-to-date Citizenship and Immigration Canada Study Permit.

**My representations:**

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

**How this agreement can be ended:**

4. I agree that the School District may end this agreement at any time, without notice and without refunding any program fee 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; or
  - c. my child is unable to perform or is not performing to a reasonable academic standard (grade level of less than C- or equivalent).

### **Fee Schedule and Refund Policy**

5. In the event that my child does not come to Canada, or decides not to attend, or leave Abbotsford School District's International Program, I agree that the following terms will apply:
- a. The application fee is non-refundable in any circumstance.
  - b. All refunds are subject to a refund processing fee.
  - c. For students in their first year of participation in the International Programs, the following will apply:
    - i. the full program fee, less the application fee and the refund processing fee, will be refunded upon receipt of satisfactory evidence that the Study Permit was not approved by Immigration, Refugees, Citizenship Canada (IRCC). Request for refund must include a letter of rejection from IRCC;
    - ii. two-thirds (2/3) of the program fee, less the application fee and the refund processing fee, will be refunded if the student withdraws prior to commencement of the program (the 'program' is defined as the dates specified on the official Letter of Acceptance and the 'program' can be within the same school year or over two consecutive school years);
    - iii. one half (1/2) of the program fee, less the application fee and the refund processing fee, will be refunded if the student withdraws within the first calendar month of commencing the program (the 'program' is defined as the dates specified on the official Letter of Acceptance and the 'program' can be within the same school year or over two consecutive school years); and
    - iv. no refund will be granted, for any reason, if the student withdraws after the first calendar month of commencing the program.
  - d. If a student indicates they will be returning to Abbotsford School District's International Program for a second or subsequent semester or year, the following will apply:
    - i. two-thirds (2/3) of the program fee of renewal/extension, less the extension fee (if applicable) and the refund processing fee, will be refunded if the student withdraws prior to commencement of the second or subsequent semester or year of studies;
    - ii. one half (1/2) of the program fee of renewal/extension, less the extension fee (if applicable) and the refund processing fee, will be refunded if the student withdraws within the first calendar month of commencing the second or subsequent semester or year of studies;
    - iii. no refund will be granted, for any reason, if the student withdraws after the first calendar month of commencing the second or subsequent semester or year of studies.
  - e. No refund will be provided if a student is dismissed from the program because of a violation of this Agreement.
  - f. No refund will be provided if the Abbotsford School District is unable to provide education to any causes beyond its control.
  - g. In certain circumstances an international fee-paying student may become eligible to become a non-fee paying student upon their parent or guardian becoming ordinarily resident in British Columbia. A student may only change their status from fee-paying to non-fee paying before September 30 of the applicable school year. No refund of program fee will be provided to any student whose status changes after September 30th of the applicable school year.

### **Insurance**

6. 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. International Students are required to enroll in medical insurance through the International Program office for the entire duration of their program in Abbotsford 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**

7. 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 Programs.
8. I understand that my child may wish to participate in extracurricular activities such as sports teams, field trips, or school clubs. I give my permission for my child to participate in such extracurricular activities if the Custodian at their discretion considers such activity appropriate. However, I understand that the School District may determine not to 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**

9. 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 Programs 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**

10. I understand that for the purposes of my child's participation in the School District's International Programs, 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 we contact information for me and my child. I understand 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.

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.

11. 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 may be used relating to these types of School activities 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.

12. From time to time, teachers may use various websites and applications that store data outside Canada, such as Google Docs, Prezii, or NoodleBib. Parents and students 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 uses website applications where servers are located outside of Canada.
- No – I do not give my consent for my child, for learning purposes, to uses website applications where servers are located outside of Canada.

### **Consent to Medical Treatment**

13. I authorize the School District and, if applicable, my child's Homestay Parents 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.
14. 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**

15. I waive and release all claims against the School District for 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 have or incur, or any damage or injury to the person or property of others that my child may cause while participating in the International Programs.
16. 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.
17. I understand that my child's participation in the International Programs may be terminated at the discretion of the Administrators of the 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.
18. 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.



**Abbotsford School District International Program**  
2790 Tims Street, Abbotsford, BC V2T 4M7 Canada  
**Phone:** 604.851.4585  
**Fax:** 604.504.7629  
**Website:** <http://international.abbschools.ca>

**Please Complete the Agreement Below:**

I, \_\_\_\_\_, [PARENT/GUARDIAN (circle one)] 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

\_\_\_\_\_  
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 STUDENT

\_\_\_\_\_  
DATE