



## International Student Agreement

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

**Parents: please review this document carefully and initial on Pages 5 and 6 .You and your child must sign and date on Page 7.**

### Introduction:

The Board of Education of School District No. 35 (Langley) (the "School District"), provides a challenging and dynamic academic 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 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 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:

- We expect that international students will live in an approved local homestay arranged by the Langley School District.
- If other homestay arrangements are going to be made, the Langley School District Office must be contacted first. The Langley School District assumes no liability and will require the parents to sign a waiver.
- Homestay arrangements cannot be made for students accepted into grades K-7. A parent must live with students in grades K-7 for the duration of the school year.
- Students and Natural Parents understand, acknowledge and agree to the homestay expectations of Langley School District (these expectations are found on ISP website: <https://www.studyinlangley.com/wp-content/uploads/Student-Handbook-September-2019.pdf>)

### What I am agreeing to:

1. I agree that as a condition of participating in the School District's International Programs 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 use or possess drugs or alcohol;
  - f. must advise the School District immediately of any change in address/homestay;
  - g. must advise the School district immediately of any change in custodianship;
  - h. cannot drive a motor vehicle even if they hold a valid Driver's License.
  - i. must, 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; (<https://www.studyinlangley.com/wp-content/uploads/Student-Handbook-September-2019.pdf>)
  - j. must not change Homestay arrangements without the consent of the Administrator of International Programs;
  - k. must attend all registered classes in the International Student Program, unless unable by reason of illness or injury to do so and must communicate reason for absence via a Parent, guardian or Homestay family for any absences;
  - l. must not withdraw from courses without consent of school officials, and may not substitute in-class courses for the equivalent online course;
  - m. must complete homework as assigned;
  - n. must not travel outside of Metropolitan Vancouver unless accompanied by an adult of at least 25 years of age. Must complete the student travel form at least 5 working days in advance and receive permission to travel from ISP office prior to any planned travel outside of Metro Vancouver and/or any overnight stays outside of homestay.
  - o. maintain an up-to-date Immigration, Refugees and Citizenship Canada (IRCC) Study Permit if the program requires it;
  - p. submit a complete immunization record. Without such, the student may be prohibited by the BC Ministry of Health from attending school during the infectious stage of an outbreak.
  - q. must arrive with conversational English and be able to understand teacher instructions. While Langley does not ask for IELTS or TOEFL scores, there is a minimum level of language expected for the student to be successful in grades 10 and 11:
    - for students applying to grade 10, the minimum level of IELTS score is 3 or TOEFL is 30-40
    - for students applying to grade 11, the minimum level of IELTS score is 4 or TOEFL is 41-52
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 Student 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 tuition paid, and may dismiss and send my child home at my expense if:

- a. any information in my child's application for admission is untrue; including any undisclosed illnesses or medical conditions (including but not limited to; depression, anxiety, eating disorder, suicidal ideation)
- 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).

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

5. In the event that my child does not come to Canada or decides not to attend or to leave Langley School District's International Programs, I agree that the following terms will apply:

- a. the application fee is non-refundable in any circumstances;
- b. for students in the International Programs, the following will apply:
  - i. the full program fee, less the application fee, will be refunded upon receipt of satisfactory evidence that the Study Permit was not approved by Immigration, Refugees and Citizenship Canada (IRCC). Request for refund must include a letter of rejection from the Embassy.
  - ii. two-thirds (2/3) of the full year program fee will be refunded if the student withdraws prior to commencement of program; An earlier refund deadline of the 2nd Friday of June is in effect for Langley Fine Arts School and Langley Fundamental School.
  - iii. one half (1/2) of the full year program fee, will be refunded if the student withdraws within 30 calendar days of commencing the program; An earlier refund deadline of the 2nd Friday of July is in effect for Langley Fine Arts School and Langley Fundamental School.
  - iv. no refund will be granted, for any reason, if the student withdraws after the first calendar month of the program.
  - v. If a student is dismissed from a Langley school, this constitutes dismissal from the entire Langley School District International Student Program. The student is then sent home at the parent's expense and without a refund.
  - vi. Students receiving Permanent Resident status mid-year (October - June) will not receive a refund.
  - vii. Students who live with their parents and become Permanent Residents after program fees have been paid but before September 30th will receive a full refund less an administrative fee of \$500. Please contact the District office for further details. An earlier refund deadline of the 2nd Friday of June is in effect for Langley Fine Arts School and Langley Fundamental School.
  - viii. Students who become non-fee paying after program fees have been paid but before August 31<sup>st</sup> will receive two-thirds (2/3) of the program fee only. After August 31<sup>st</sup>, there will be no program fees refunded. Please contact the District office for further details. An earlier refund deadline

of the 2nd Friday of June is in effect for Langley Fine Arts School and Langley Fundamental School.

- ix. Students will require approval from Langley International Student Program for any deferral requests. Students can only defer once and there will be no refund if the students withdraw from the deferred intake. All deferrals are subject to a \$500 processing fee.
- c. Please note that all refunds are subject to a \$500 processing fee and it will take 3-6 weeks for processing once all paperwork has been received.

### **Insurance**

- 6. The Student is obliged to at all times maintain adequate medical and health insurance while :
  - a) 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 enroll in medical insurance through the International Programs office for the entire duration of their program in Langley 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.
  - b) New students to Langley are covered by private medical (Guard.me) for 3 months before going on BC MSP. All short-term students are covered by Guard.me for their entire stay. Guard.me does not cover pre-existing conditions, nor does it cover chronic ongoing conditions such as asthma, diabetes, epilepsy, etc. Students with either pre-existing or chronic ongoing conditions must arrive with adequate private insurance, at their own cost, to cover these conditions. Langley School District is not responsible for any loss or damage suffered by the student as a result of failure to have 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 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. 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**

- 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 agree 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 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 Programs 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 check one initial:

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

Parent initials: \_\_\_\_\_

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 relating to these types of School activities for these purposes.

Please check one initial:

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

Parent initials: \_\_\_\_\_

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 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 check one initial:

- Yes – I give my consent for my child, for learning purposes, to uses website applications where servers are located outside Canada.

Parent initials: \_\_\_\_\_

### Consent to Medical Treatment

13. I authorize the School District and my child’s Homestay Parent 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 the 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 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 or other causes beyond its control 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, \_\_\_\_\_, [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(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 STUDENT

DATE