

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 International Student Program (the "Program"). This Agreement sets out the terms on which a Student is accepted into the Program (each a "Student") and the obligations on the Student and their parents (the "Parents"). Each Student and the Parent of each Student that is accepted into the 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 International Student Program Code of Conduct located at [studyinburnaby.ca/forms](http://studyinburnaby.ca/forms) and agree to abide by it as well as the school rules which include those pertaining to attendance, homework, behaviour, and the use of digital technology.

## 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 the Student 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.

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 considering space availability.

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

## 3. Safety and Supervision

While Canada and the City of Burnaby are very safe by world standards, I understand and acknowledge that 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 the Student does not possess the necessary immigration documentation, they will be prohibited from beginning or continuing their studies in the Burnaby School District.

## 5. Custodial and Living Arrangements

I understand that a Student's living arrangements must meet the following requirements.

- Students are expected to reside in Burnaby or along its border with a responsible adult 25 years of age or older who is their parent, legal guardian, custodian, or homestay.
- If without parental supervision, Students must have an appointed custodian who is 25 years of age or older and lives within the Metro Vancouver Region who will take responsibility for the Student and will ensure that their accommodation and other living necessities such as food, clothing, and transportation are provided, as well as act as the primary contact for the school and International Education Office.
- Students in grades K-6 must live with a parent and those in grade 6 with a parent or a blood relative when proof of the blood relationship is provided.
- The Parent, Student, and/or custodian are to update the International Education Office and the school of any changes to the Student's living or custodial arrangements, as well as for any changes in contact information for the student, parent, or custodian. Students should not move to a new homestay without first informing the International Education Office. If appointing a new custodian, updated notarized custodian declaration forms are to be submitted to the International Education Office.

I agree to inform the International Education Office and the school of any changes to the Student's information, which includes custodian and living arrangements, contact information of the Student, parents, and custodian. I understand that the Student should not move to a new homestay without first informing the International Education Office. If appointing a new custodian, I understand that the International Education Office requires a copy of the notarized custodian declaration forms.

## 6. 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 the Student may be sent home at their Parent's expense if:

- They do 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;
- They do not possess a valid Study Permit, if studying for a period of more than six months;
- Their custodian and/or living arrangements do not meet the expectations as set out above.

## 7. Interventions

I understand that if the Student fails to comply with 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, this may result in their

being placed on academic probation, a performance contract, being suspended from school, and/or be required to obtain additional supports at their own expense, including mental health supports.

## 8. Refund Policy

Students eligible for a refund must submit the Refund Request form, fully completed and signed, along with required documentation within the time period indicated below to the International Education Office. The application fee and renewal fee are non-refundable in any circumstances. If the School District has collected any amounts from Students that have been paid or are payable to third parties (e.g. medical insurance, assessments, fees), then any available refunds will depend on the policies of the third party and whether payment of the monies is forgiven or refundable by the third party.

The School District will receive and consider requests for the refund of fees, other than non-refundable fees as follows:

1. Full refund of tuition fees less a \$600 CDN administrative fee, if the Study Permit and/or Entry Visa application is not approved by Immigration, Refugees and Citizenship Canada (IRCC). The Refund Request form along with the formal letter of refusal corresponding to the Study Permit application must be submitted within 14 days of the date indicated on the IRCC letter of refusal, along with a copy of their Study Permit/Entry Visa application confirming submission within (a) 60 days of being issued the Burnaby Letter of Admission, or (b) a minimum of four months prior to the start of the program. Students who do not meet these conditions, or were denied a Study Permit and then reapplied but were denied again, or started their program prior to approval and then denied, will be eligible for a reduced refund as noted below.

2. For Students who have not participated in the International Student Program: (a) 80% refund of tuition fees if all required refund forms and supporting documentation are submitted more than seven (7) months prior to the start of the program; (b) 70% refund of tuition fees if all required refund forms and supporting documentation are submitted less than seven (7) months prior to the start of the program and more than one month prior to the start of the program; (c) 50% refund of tuition fees if all required refund forms and supporting documentation are submitted within one month prior to the start of the program and before the end of the first month of the program; (d) No refund will be provided after the first calendar month of the program.

3. For Students who are continuing their enrollment in the International Student Program: (a) 65% refund of tuition fees if all required refund forms and supporting documentation are submitted more than three (3) months prior to the start of the program. (b) 50% refund of tuition fees if all required forms and supporting documentation are submitted less than three (3) months prior to the start of the program. (c) No refund will be provided after the start of the program.

4. No refund of tuition fees will be provided if; (a) the time period as stated above for submitting all required forms and documentation has elapsed; (b) the Student is dismissed from the International Student Program due to a breach of the law, policy, or regulation as determined by the Government of Canada, the Police, the School District, and International Education Office, including conditions outlined in the International Student Program Participation Agreement; (c) the Student is removed from the International Student Program because information provided in their application for enrollment is determined by the School District to be false or misleading, including undisclosed illness, medical or mental health conditions or undisclosed educational needs; (d) it is discovered that a Student is living on their own and/or does not have an appointed custodian, or an elementary Student in kindergarten to grade five is not living with their parent and in grade six is not living with a parent or blood relative.

The program start date is as stated on the Letter of Admission. Students who are delayed in commencing their program in Burnaby will not be eligible for a refund other than as stated above.

## 9. Deferrals

Only under exceptional circumstances will the School District consider a request to defer a Student to a subsequent intake. The delay or denial of a Student's Study Permit or Entry Visa by Immigration Refugees and Citizenship Canada is not considered exceptional unless due to extraordinary circumstances. The School District has the final authority to grant or reject the deferral request upon reviewing the information provided and space availability. For further information on submitting a deferral request, Parents can email [international@burnabyschools.ca](mailto:international@burnabyschools.ca).

## 10. Consent to Receive Communications by Electronic Means

I understand that communication between Students and the School

District will often occur through electronic means, including email, text, or SMS messages. The Parents and Student consent to the use of electronic means of communication and understand that the use of such communication methods may result in the storage and transmission of Student or Parent's personal information outside of Canada.

## 11. Collection, Use and Disclosure of Personal Information

The Student and the Parents acknowledge that the School District will collect, use, and disclose personal information about the Parents and the Student, including information about the Student's health and education and contact information, for the purposes of enrollment, Program administration, Student safety, assessing Student performance, and communicating with the Student and the Parents. The Parents understand that information will be collected, used, and disclosed for the purposes of offering and administering the Program 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.

Student personal information may also be used for the following optional purposes, and by signing this Agreement the Student and the Parents consent to the collection, use, and disclosure of the Student's personal information as described below.

- a. 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.
- b. Students' names, photographs, and comments may be published in the School yearbook, newsletters, honour rolls, programs, calendars, brochures, annual reports, and the School, School District, or International Student Program webpage.
- c. Program staff may post Student pictures, video footage, and other Student personal information online or on School District social media sites for the purposes of promoting or providing the School District community with information about the School District's programs and activities.
- d. Media (radio, television, newspapers, and other print or online media) are sometimes invited or permitted to come to the school. They may want to conduct interviews with Students, or take photos or video, for the purposes of promoting public understanding of school programs, building support for public education, and encouraging Student achievement.

Consent for the use and disclosure of personal information for these purposes is optional and may be withdrawn at any time by writing to the School District's International Education Office at [international@burnabyschools.ca](mailto:international@burnabyschools.ca).

School and district staff cannot control photos/videos taken by the media or others in public locations (eg. field trip) or school events open to the public (e.g. sports events, Student performances, school board meetings, etc.)

## 12. 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 Education Office for the entire duration of their Program. If a Student cancels or fails to extend their insurance when needed or fails to renew their Study Permit prior to its expiration causing an interruption to their B.C. Medical Services Plan insurance, the School District is not responsible for any loss, cost, expense, or damage suffered by the Student as a result of failure to maintain adequate insurance.
- Parents are responsible for understanding the terms and conditions of the Student's insurance policy, including any limitations. Information on insurance plans provided through the International Education Office can be found on the [studyinburnaby.ca](http://studyinburnaby.ca) website or by contacting the International Education Office at [international@burnabyschools.ca](mailto:international@burnabyschools.ca).

## 13. Legal Jurisdiction

The agreement between the School District and the Parents of the Student 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.

## 14. 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 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 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 School District.

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.

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Name of Student (please print)

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Signature of Student

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Date (yy / mm / dd)

I/we, the Parents of the Student signing above ("our child") 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 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 in the event that the School District is not able to perform its obligations under this Agreement or the delivery of the Program is delayed or interrupted as a result of events outside of the School District's control, including, without limitation, because of strikes, pandemics, disease outbreak, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or Acts of God, and interruptions, loss or malfunction of utilities, communications or computer (software and hardware) services, the School District will not be considered in breach of this Agreement by reason of such delays or non-performance and shall not be liable to the Student or his or her Parents for any loss, injury or expense caused by or arising out of such delays, interruptions or non-performance. In such circumstances, the School District will provide Students and their Parents with prompt notice of the intervening event, and shall use reasonable efforts to resume the Program as soon as it is legally permissible and the School District, acting reasonably, is practically able to do so. In such circumstances, the School District may, at its discretion, resume the Program through alternative methods of delivery, including distance, online or distributed learning.

**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.**

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Name of Parent (please print)

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Signature of Parent

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Date (yy / mm / dd)

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Name of Parent (please print)

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Signature of Parent

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Date (yy / mm / dd)

# Burnaby School District / International Student Program Parent Consent and Waiver Form



## 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 No. 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 No. 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 the School District, and release from all liability and agree not to sue the Board of Education of School District No. 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 acknowledge and give my consent by my signature below that:

- 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.
- 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.
- 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.
- 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 No. 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