

International Student Legal Agreement

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

Original 2020.09.01, revisions 2021.01.13, 2021.09.13, 2022.08.08, 2022.10.12, **2023.09.01**

Introduction

1. The Board of Education of School District No. 45 (West Vancouver) (the "School District") wishes to provide a challenging and exciting program to students studying in our International Programs ("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 his/her parents/guardians ("Parent/Guardian").

When this agreement is binding

2. This Agreement is not binding upon the School District until (a) it is signed by the Parent/Guardian; (b) the Student applying for admission is accepted by the School District and a written offer of admission is made, and (c) all tuition fees are paid.

Eligibility

3. The Program is open to Students of good character who meet the School District's eligibility criteria and are capable of completing the academic requirements of the Program. By accepting a placement into the Program, the Parent/Guardian represents and warrants that the Student meets the School District's eligibility criteria and agrees that the Student will be a fee-paying Student of the Program for the year in which they have been granted enrollment.

Placement

4. 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.

Student Obligations:

5. By accepting admission to the Program, the Parent/Guardian and the Student agree that the Student must at all times comply with the following:
 - a. the terms and conditions of this Agreement;
 - b. the laws of Canada and British Columbia,
 - c. School and School District Rules, Policies, and Code of Conduct and the reasonable directions of Program personnel;
 - d. the School District Network and Internet Appropriate Use and Privately Owned Electronic Devices Appropriate Use policies;
 - e. refrain from the use of drugs or alcohol for the duration of their participation in the Program;

- f. refrain from driving any motor vehicles, except if owned by the Student and only after submitting written proof to the School District that they have a valid British Columbia Driver's License and have satisfactory proof of parental permission to drive;
- g. refrain from driving or travelling by motorcycle, moped, scooter, or similar motorized means of transportation while in Canada;
- h. attend all registered classes in the Education Program and complete all homework as assigned, except where there is a valid medical excuse, and the absence is confirmed in written communication from a parent, guardian, custodian, or homestay family;
- i. not withdraw from courses without approval of the Vice Principal of International Programs (or designate), and may not substitute in-class courses for the equivalent online courses;
- j. not travel outside of metropolitan Vancouver unless accompanied by an adult of at least 25 years of age; and
- k. maintain an up-to-date Study Permit, if required, through Immigration, Refugees and Citizenship (IRCC) Canada.

Homestay Obligations

6. For Students participating in the School District Homestay Program, Students must:
 - a. comply with all terms of the Homestay Agreement;
 - b. obey Homestay family rules and show respect for members of the Homestay family;
 - c. not use the Homestay family's computer or Internet account to access or download pornographic content or to access or download pirated or unlicensed content or to otherwise violate copyright or other applicable laws; and
 - d. not change Homestay arrangements without written approval from the Director of International Programs (or designate).

My Representations

7. The Parent/Guardian represents and warrants to the School District that:
 - a. the Student has no history of engaging in criminal behaviour or sexual misconduct or other behaviours that may place students or other individuals at risk;
 - b. the Student has no known history of behavioural, learning, or social problems that could affect the Student's successful participation in the Program; and
 - c. they know of no other reason why the Student cannot successfully or safely participate in the Education Program.

Termination

8. The Parent/Guardian agrees that the School District may end this Agreement at any time, without notice and without refunding any fees or tuition paid, and may send the Student home at the Parent/Guardian's expense if:
 - a. any information in the Student's application for admission is untrue;
 - b. any breach of this Agreement is caused by the Parent/Guardian or the Student;
 - c. the Student is unable to perform or is not performing to a reasonable academic standard (grade average of less than C- or equivalent); or
 - d. the Student experiences a health or mental health issue and, in the opinion of the School District, it is necessary for the Student to return home for health and safety reasons.

Refund Policy

Making a Request for Refund

9. Refund requests must be made in writing and addressed to the Director, International Programs. Refund requests should include any relevant documentation supporting the basis for the request. The School District may request additional documentation to assess refund requests if needed.

Non-Refundable Fees

10. Refunds are not available for administrative fees, namely the Application Fee of \$300, Re-registration Fee of \$300, and Homestay Application Fee of \$200 that are paid to the School District for receiving and processing a student's application or enrollment to the School District ("Non-Refundable Fees").
11. 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, taxes), 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.

When Refunds are Not Available

12. The School District reserves the right to refuse any request for a refund, regardless of the reason for the request, if it is received after the commencement of the Program.
13. Refunds shall not be issued with respect to Students who:
 - a. are suspended or expelled from the Program or required to withdraw due to their own inappropriate behaviour, such as where the Student fails to comply with the School District's Code of Conduct or any applicable laws or the rules, policies, or procedures of the School District or its Homestay program; or
 - b. are removed from the Program because the 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; or
 - c. have been accepted into the International Program on the basis that they are fee-paying participants, but later wish to make their application to be excused for paying fees on the basis of a change in residency status.

When Refunds will be Considered

Full refund

14. The School District will receive and consider requests for the refund of Fees, other than Non-Refundable Fees, where:
 - a. the Student is refused a Study Permit by Immigration, Refugees and Citizenship Canada (IRCC), provided that (i) the application for any permit or visa was submitted to IRCC within 15 days of the receipt of the Letter of Acceptance from the School District; (ii) the Student has not previously applied for and been refused a Study Permit by IRCC; and (iii) the refund request is submitted in writing with the IRCC refusal letter within 15 days of the date of issue on the refusal letter;

- b. the Student is unable to travel to Canada due to travel bans or restrictions imposed by a provincial or the federal government of Canada or the government of the Student's country of residence, unless the travel ban is withdrawn within 30 days; or
- c. the School District is satisfied that the Student is medically unfit or unable to travel to and attend in Canada to participate in the Program, provided that (i) the Student supplies, upon request, appropriate medical documentation supporting the reasons for the request; (ii) the Student or his/her Parent/Guardian was unaware of the medical unfitness at the time of accepting enrolment, and (iii) the request for a refund is received prior to the commencement of the Program.

Reduced refund amount

15. If the School District determines that a refund is appropriate, the School District reserves the right to reduce the amount of Program Fees refunded to offset its own costs including the loss of any staff time or resources arising from a Student withdrawal.
16. For Students who have not begun the Program, a reduction in the amount of Program Fees refunded will be as follows:
- a. 75% of the Program Fees will be refunded in the event that the withdrawal is submitted more than 120 days prior to the commencement of the Program. The commencement of the Program is considered the first day of classes as listed in the official school calendar;
 - b. 50% of the Program Fees will be refunded in the event the withdrawal is submitted between 120 days and 60 days of the commencement of the Program;
 - c. 25% of the Program Fees will be refunded in the event the withdrawal is submitted between 59 days and 30 days of the commencement of the Program; and
 - d. no refund will be issued for refund requests received less than 30 days before the commencement of the Program.
17. For Students who have participated in the Program for any length of time (a "returning student"), the amount of Program Fees refunded will be as follows:
- a. 50% of the Program Fees will be refunded in the event the withdrawal is after a confirmed re-registration in January and before May 15 prior to the commencement of the next Program Year.
 - b. No refund will be issued for refund requests received after May 15 prior to the commencement of the next Program Year.

For greater clarification, the Program year runs from September to June as listed in the School District's published school calendar ("Program Year").

18. Once accepted into the Program, the Parent/Guardian is responsible for the Program Fees for the Program Year in which enrollment has been granted. These fees are payable and not subject to refund based on any changes in residency status.

Force Majeure Clause

19. 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 outbreaks, 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/Guardians 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/Guardians 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.

Insurance

20. 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.
21. Students are required to enroll in medical insurance through International Programs for the entire duration of their Program. If a Student cancels or fails to extend their insurance when needed, 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.

Consent to Receive Communications by Electronic Means

22. The Student and the Parent/Guardian understand that communications between the Student and the School District will often occur through electronic means, including email, text, or SMS messages. The Parent/Guardian 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/Guardian's personal information outside of Canada.

Assumption of Risk

23. The Parent/Guardian understands and acknowledges that there are risks associated with the Student enrolling in the School District and participating in the Program, including in connection with travel, attendance at Program activities, and engaging in other social, athletic, extra-curricular, and academic events. The Student will not be under constant supervision, and medical and health emergencies can occur without notice or warning. The Parent/Guardian understands and voluntarily agrees to assume the risk that the Student may suffer an illness, injury, or other emergency, loss, or harm.

Release and Indemnity

24. To the fullest extent permitted under applicable laws, the Parent/Guardian agrees as follows: (a) to waive and release the School District and its board members, officers, employees, and representatives from and against all claims, damages, costs, expenses, and liability for any injury, loss, damage, accident, delay, or expense suffered or incurred by the Parent/Guardian and arising from the Student's participation in the Program or any related Program activities or travel; and (b) to indemnify and save harmless the School District and its board members, officers, employees, and representatives from and against all third party claims or proceedings made or brought against the School District for any injury, loss, damage, accident, or expense incurred by such third parties to the extent arising from the acts or omissions, including negligence and wrongful acts or omissions, of the Student.

Illness and Incapacity

25. 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 the Parent/Guardian's expense.

Consent to Medical Treatment

26. The Parent/Guardian authorizes the School District and the Student's School District assigned custodian to consent, on behalf of the Parent/Guardian, to first aid and other medical care, diagnosis, and treatment required by the Student, including x-rays examinations, anesthetics, 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.

Extra-Curricular Activities

27. The Parent/Guardian understands and agrees that the Student may wish to participate in extracurricular activities such as sports teams, field trips, or school clubs. The Parent/Guardian consents to the Student's participation in such extracurricular activities provided that the School District does not allow the Student to participate in high-risk activities such as skiing, surfing, snowboarding, mountain climbing, kayaking, or canoeing unless the Parent/Guardian provides written consent to that activity.

Governing Law & Forum for Dispute Resolution

28. This Agreement is subject to and will be interpreted only in accordance with the laws of British Columbia and Canada. The Parent/Guardian and Student agree that any legal claims connected with this Agreement or the Program, including without limitation claims for accident, illness, or personal injuries sustained by the Student, may only be commenced within the courts of British Columbia, Canada, and the Parent/Guardian and Student submit to the jurisdiction of the courts of British Columbia.

Collection, Use and Disclosure of Personal Information

29. The Student and the Parent/Guardian acknowledge that the School District will collect, use, and disclose personal information about the Parent/Guardian 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 Parent/Guardian. The Parent/Guardian understands 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.

30. Student personal information may also be used for the following optional purposes, and by signing this Agreement the Student and Parent/Guardian 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, annual reports, and the School or School District 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.

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 privacy officer at info@wvschools.ca.

General

- 31. This Agreement with the School District cannot be modified or amended except in writing by the School District.
- 32. If any provision in this Agreement that is determined by a court of competent jurisdiction to be enforceable or illegal, it will be deemed severed from this Agreement, and the remaining terms shall continue in full force and effect.
- 33. Any reference in this Agreement to any legislation shall be construed as a reference to such legislation in British Columbia, Canada, and shall be construed as a reference to such legislation as amended, re-enacted, or revised from time to time.

Signatures

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 ACCEPT AND COMPLY WITH THIS AGREEMENT AND THAT THESE TERMS AND CONDITIONS ARE BINDING ON ME AND ON _____ (NAME OF STUDENT).

SIGNATURE: _____

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: _____

DATE: _____