

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.

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 ("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 and submitted to the School District; (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 duration of the school 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 School District's assessment of the appropriate program and school for the Student.

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 (as applicable):
 - 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, Appropriate Use of Technology, and Student Use of Personal Digital Devices policies;
 - e. refraining from the use of drugs (excluding drugs medically prescribed for the Student), or alcohol, and must refrain from smoking, including using vaping or e-cigarette products, for the duration of their participation in the program;
 - f. refraining from driving any motor vehicles, except if registered to the Student and/or their Parent/Guardian, and then 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. not driving or travelling by motorcycle;
 - h. complying with all laws, regulations and provincial guidelines relating to travel by e-bike or e-scooter, including with respect to top speeds, wearing a helmet, signalling and travelling on permissible roadways or paths, including any rules and guidelines set out in the British Columbia Motor Vehicle Act and the Electric Kick Scooter Pilot Project Regulation, even if that Regulation is not applicable in a particular community or area;
 - i. attending all registered classes in the Program and complete all work as assigned, except where there is a valid medical excuse and the absence is confirmed in written communication from a parent, guardian, or custodian;
 - j. not withdrawing from courses without approval of the Vice Principal of International Programs (or designate), and not substituting in-class courses for the equivalent online courses;
 - k. not travelling outside of metropolitan Vancouver unless accompanied by an adult of at least 25 years of age; and
 - l. maintaining an up-to-date Study Permit, if required, through Immigration, Refugees and Citizenship (IRCC) Canada.

6. The Student agrees that they will not take, create, or distribute pictures, audio, or video without the permission of those being recorded. The Student agrees that any online posting or distribution of images or comments relating to a host family, other students, or staff will be respectful. The Student expressly agrees that making secret recordings or live streaming, including from within homes or schools, is strictly prohibited and may lead to legal consequences and/or dismissal from the Program.

Hosted Accommodation Obligations

7. For Students participating in the School District Hosted Accommodation Program, Students must:
 - a. comply with all terms of the Hosted Accommodation Agreement;
 - b. obey Host family rules and show respect for members of the Host family;
 - c. not use the Host 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 Hosted Accommodation arrangements without written approval from the Director of International Programs (or designate).

Parent/Guardian Representations

8. 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 attendance, behavioural, health, 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 Program.

Termination

9. 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. the Student or Parent/Guardian breaches any provision of this Agreement;
 - c. the Student is unable to perform or is not performing to a reasonable academic standard (grades of less than C- or equivalent); or
 - d. the Student experiences health or mental health issues and, in the opinion of the School District, it is necessary for the Student to return home.
10. The Parent/Guardian and the Student expressly agree that the determination whether any Student will be sent home as a result of a breach of this Agreement is in the discretion of the School District. The Parent/Guardian agree that attending the Program is a privilege and not a right and that the standards of conduct and the consequences for a breach of those standards are greater than applicable to students enrolled in the School District as of right. The Parent/Guardian and Student expressly agree that enrollment pursuant to this Agreement may be terminated notwithstanding that a similar consequence may not be imposed upon a student enrolling as of right, and acknowledge that this higher standard will apply to any review of the consequences to be imposed for a breach of this Agreement.

Refund Policy

Responsibility for Full Year Tuition and Fees

11. The Parent/Guardian and student agree that upon acceptance of an offer of enrollment in the Program, the Parent/Guardian is liable for the payment of tuition and fees for the full Program year, subject only to the refund provisions explicitly set out in this Agreement.

Making a Request for Refund

12. Refund requests must be made in writing and addressed to the Director, International Programs (or designate). 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

13. The Application Fee of \$300, Re-registration Fee of \$300, and Hosted Accommodation 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, and any other related administrative fees are not refundable ("Non-Refundable Fees").
14. Refund of any monies paid or payable on behalf of the Student to third parties (e.g. medical insurance, assessments, fees, taxes), 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 shall have no obligation to seek to recover such funds from third parties on behalf of the Parent/Guardian or Student.

When Refunds are Not Available

15. 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.
16. 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 breach of this Agreement, including as a result of 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 Hosted Accommodation program; or
 - b. are suspended, expelled or 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.

When Refunds will be Considered

Full refund

17. The School District will receive and consider requests for the refund of Fees, other than Non-Refundable Fees, where:
- 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 30 days of the issuance of the Letter of Acceptance (“LOA”) 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 to the Director, International Programs (or designate), together with a copy of the IRCC refusal letter, within 30 days of the date of issue on the refusal letter;
 - the Student is unable to travel to Canada due to travel bans or restrictions imposed by the Province of British Columbia or by Canada or by the Student’s country of residence, unless the travel ban is withdrawn within 30 days after the Student’s expected commencement in the Program; or
 - 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.
 - All refund requests must be submitted in writing and are subject to an additional \$500 Administration Fee.

Refund Schedule

18. The Parent/Guardian and Student acknowledge that School District relies upon tuition revenue to support its operations and that if a Student does not participate in the Program after accepting an offer of enrollment, the School District may suffer a loss if it did not receive the fees provided for in this Agreement. Accordingly, the Parent/Guardian and Student agree that the following schedule for refunds of tuition, dependent upon the date notice is given that the Student will not attend or will not continue to attend is reasonable and agree that this schedule of refunds shall apply to this Agreement.
- 75% of the Program Fees will be refunded in the event that the withdrawal is communicated in writing within 30 days of the issuance of the LOA, provided that such date is more than 180 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;
 - 50% of the Program Fees will be refunded in the event the withdrawal is communicated in writing within 60 days of the issuance of the LOA, provided that such date is more than 120 days prior the commencement of the Program;
 - 25% of the Program Fees will be refunded in the event the withdrawal is communicated in writing not less than 90 days of the commencement of the Program; and
 - No refund will be issued for refund requests received less than 90 days before the commencement of the Program.

19. It is expressly understood and acknowledged that after the entry of this Agreement, a student may become eligible to receive an educational program in British Columbia without the payment of fees as a result of a change in residency or immigration status or other circumstances. The Parent/Guardian acknowledges that in such circumstances the School District may suffer a loss as a result of foregone international tuition fees, the lost opportunity to offer a position to another fee paying student, and the loss of government grants. If a change in entitlement occurs after acceptance of a position as an international student but prior to September 30th, in any year, the Parent/Guardian will be entitled only to a refund of 50% of the tuition fee and remain responsible for the balance thereof. If the change in entitlement occurs after September 30th in that year, the Parent/Guardian will be responsible for 100% of the year's tuition and fees and Non-Refundable Fees and no refund will be made. The parties agree in advance that these are reasonable estimates in advance of the loss the School District may be expected to suffer in the event of a change in status of a student previously accepted as an international student as a result of the circumstances described above. The Parent/Guardian agrees that they will immediately advise the School District of any change in their circumstances that result in an entitlement to a tuition free education. The parties further agree that irrespective of the date of any change in status, the Non-Refundable Fees will not be refunded in any circumstances.

Force Majeure Clause

20. 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

21. Students are required to enrol in medical insurance through the School District's program as a condition of participation in the Program, unless excused in writing by the School District.
22. In cases where families maintain or obtain other medical insurance, they must notify the School District in advance and provide proof of equivalent coverage to be excused from mandatory insurance through the School District's program. Students must maintain valid insurance coverage for the full duration of their enrolment. The School District is not responsible for any loss, cost, expense or damage suffered by the Student or family as a result of failure to maintain adequate insurance.

Consent to Receive Communications by Electronic Means

23. The Student and the Parent/Guardian understand that communications between the Parent/Guardian, 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

24. 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

25. To the fullest extent permitted under applicable laws, including laws of British Columbia, Canada and of the Student's and Parent/Guardian's home country, 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 or Student 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 or Incapacity and Consent to Medical Treatment

26. 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. 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 and 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, Hosted Accommodation 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.
- 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.
 - 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. I AGREE TO BECOME FAMILIAR WITH THE TERMS
OF ANY SCHOOL OR SCHOOL DISTRICT CODE OF CONDUCT IN EFFECT FROM TIME TO
TIME AND TO COMPLY WITH THOSE TERMS.

SIGNATURE: _____

DATE: _____