

## INTERNATIONAL STUDENT AGREEMENT

Please review this document carefully. This document creates a legally binding agreement for participation in the International Education Program of the Board of Education of School District No. 42 (Maple Ridge-Pitt Meadows).

### Introduction:

The Board of Education of School District No. 42 (Maple Ridge – Pitt Meadows) (the “**School District**”), wishes to provide a challenging and exciting program to students studying in our International Program (the “**Program**”).

This International Student Agreement (“**Agreement**”) sets out the terms and conditions that apply to the Program and to the School District’s Homestay Program (“**Homestay Program**”).

### Your Agreement with the School District:

1. By signing this Agreement, you, as the parent or guardian (the “**Parent/Guardian**”) of the student named below (“**Student**”) are agreeing to be bound by the terms and conditions set out in this Agreement.

### When this Agreement is Binding:

2. This Agreement is not binding on and does not impose any obligations on the School District unless or until the following conditions have been satisfied (“**Conditions**”).
  - a. the Parent/Guardian has submitted an application for admission to the Program;
  - b. the Agreement has been signed by the Parent/Guardian and returned to the School District;
  - c. a written offer of admission is made to the Student by the School District accepting the Student for enrollment in the Program; and
  - d. all tuition and other applicable fees required to be paid under this Agreement, including all Program and Homestay Program (“**Fees**”), have been paid in full. (Such Fees shall be set out by the School District in its invoice accompanying the offer of admission.)

Until all of the Conditions have been satisfied, the School District does not have any obligation to the Student or the Parent/Guardian under this Agreement and will not provide or reserve a placement for the Student in the Program.

## How Students are Placed in the Program:

3. The Program is available at various schools within the School District. During the Program application process, students and parents/guardians will be asked to indicate their preferred choice of school. While preferences are taken into consideration, the School District provides no guarantees that a student will be placed at their preferred 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.

## Commitment to Pay Fees:

4. For each year the Student participates in the Program, the Parent/Guardian agrees to pay when due all Fees payable in respect of the Program and, as applicable, the Homestay Program. All Fees are payable when invoiced by the School District. A schedule of the applicable fees is available on the International Education website at <https://inted.sd42.ca/admissions/fees-pricing/>.

## What are the Student's Obligations?

5. As a condition of participating in the Program, the Student must comply with the following:
  - a. the laws of Canada and British Columbia;
  - b. the rules of the school ("**School**") at which they are placed ("**School Rules**");
  - c. the reasonable directions of the School's instructors and administrators;
  - d. School District policies and the School's Code of Conduct, including *Information Technology and Communication Systems - Appropriate Use Policy, Social Media Guidelines Procedure and Safe, Caring and Healthy Schools Policy* (available at <https://www.sd42.ca/board-of-education/policy-manual/>) ("**School District Policies**"); and
  - e. the terms and conditions of this Agreement, including section 6 below. ("**Student Obligations**").
6. Without limiting section 5 above, Students must comply with the following requirements:
  - a. Students may not possess or consume recreational drugs or alcohol while participating in the Program;
  - b. Students must maintain travel and medical insurance, while in Canada in accordance with section 26 of this Agreement; Students must attend all required classes, unless unable by reason of illness or injury (in which case authorization or verification from the Parent/Guardian or Homestay Program Host Family may be required);
  - c. Students must complete Program requirements and may not withdraw from Program courses without consent of School officials and the International Program;
  - d. Students must complete homework as assigned;
  - e. Students must only participate in academic programs approved by the School District;
  - f. Students must not travel outside of Lower Mainland of Vancouver, British Columbia, unless accompanied by an adult of at least 25 years of age; and the School District is notified in writing and a School District travel authorization form is completed;
  - g. Students must maintain an up-to-date Immigration, Refugees and Citizenship Canada (IRCC) Study Permit;
  - h. Students registered in a secondary school program must maintain a minimum academic standard of 6 of 8 courses in good standing (the greater of a passing grade or C- or higher); and
  - i. Students must not operate a motor/motorized vehicle unless directly supervised by their parent or legal guardian.

## Terms Applicable to the Optional Homestay Program:

7. The Parent/Guardian understands and acknowledges that the School District makes available an optional homestay program (“**Homestay Program**”) in which the School District arranges for Students to be housed with a local family (“**Host Family**”) during their participation in the Program.
8. If the Parent/Guardian elects not to participate in the Homestay Program, the Parent/Guardian must make private arrangements for:
  - a. appropriate accommodations for their Student while in Canada,
  - b. custodianship for the Student while in Canada;
  - c. transportation for the Student to Program courses and activities; and
  - d. adult supervision for the Student’s while not participating in Program activities.

The Parent/Guardian will provide the School District with the details of such arrangements.

9. If the Parent/Guardian elects to participate in the Homestay Program, the Parent/Guardian acknowledges and agrees that:
  - a. Fees in respect of the Homestay Program are in addition to the Program Fees (“**Homestay Fees**”), and are due upon receipt of an invoice from the School District;
  - b. The terms and conditions attached at Schedule A are applicable to the Homestay Program (“**Homestay Terms and Conditions**”) and will be binding on the Student and Parent/Guardian;
  - c. The Parent/Guardian understands and agrees that a failure to comply with the Homestay Terms and Conditions may, at the discretion of the International Program, result in the Student being moved to a new Host Family or their removal from the Homestay Program and/or the Program; and
  - d. Students and Parents/Guardians must provide advance written notice to and receive authorization from the School District to make any changes to Homestay arrangements, except in the event of an emergency or other imminent threat to the Student’s health or safety in which case the Parent/Guardian shall provide notice to the School District as soon as possible.
10. The Parent/Guardian acknowledge that the School District conducts screening of Host Families and their residential accommodations, but does not actively monitor or conduct day to day supervision of the Student’s stay with the Host Family. The Parent/Guardian is responsible for maintaining contact with the Student, and for ensuring that they promptly raise any complaints or concerns about the homestay arrangements or the Host Family with the International Program Staff.

## Representations of the Parent/Guardian:

11. By signing this Agreement, the Parent/Guardian represents and warrants as follows:
  - a. the Parent/Guardian has legal authority to enter into this Agreement on their own and the Student’s behalf;
  - b. the Parent/Guardian knows of no reasons why the Student may not be able to complete the Program’s academic requirements;
  - c. the Parent/Guardian knows of no reason why the Student’s participation in the Program poses a risk harm to themselves or others;
  - d. the Parent/Guardian has disclosed any personal circumstances, medical needs or conditions requiring accommodation during the Program or additional resources from the School District;
  - e. the Parent/Guardian has reviewed the Student Obligations with the Student and is satisfied that the Student understands and will comply with the Student Obligations; and
  - f. the Parent/Guardian has obtained all necessary permits, approvals or applications that they are required to obtain or maintain in their country of residence in order to permit the Student’s participation in the Program.

## How this Agreement Can be Ended:

12. The School District may end this Agreement immediately on written notice to the Parent/Guardian, without refunding any Fees , and may send the Student home at the expense of the Parent/Guardian:
  - a. in the event of non-payment of the Fees or Homestay Fees;
  - b. the School District determines that any information in the Student’s application for admission is misleading or false;
  - c. the Parent/Guardian fails to disclose any personal circumstances that may interfere with the Student’s ability to safely or successfully complete the Program or that could reasonably be expected to impose unanticipated costs or resourcing needs on the School District;
  - d. the Student breaches the Student Obligations;
  - e. the Student engages in any intentional conduct that places the health, safety or security of themselves or others at risk;
  - f. the Student is unable to perform or is not performing to a reasonable academic standard (an average of a passing grade in all course or C- (or equivalent) or higher, whichever is greater or, in the case of secondary school students, a passing grade in at least 6 of 8 courses);
  - g. the Parent/Guardian or the Student breaches any other term of this Agreement provided that the School District has first provided notice of the breach to the Parent/Guardian and the breach has not been rectified to the satisfaction of the School District within 14 calendars days after notice is given.
13. Prior to terminating the Agreement, the School District may, at its option, suspend students from attending Program activities or impose other disciplinary consequences on students who fail to comply with Student Obligations or the reasonable directions of their instructors and supervisors at the School District. No refunds are payable for periods when the Student is suspended from attending Program events due to the Student’s own breach of the Student Obligations.

## Fee Schedule and Refund Policy:

### 14. Making a Request for Refund:

Refund requests must be made in writing and addressed to the Principal of International Education, stating the reason or basis for the cancellation or withdrawal and must be accompanied by supporting documentation. The School District may request additional documentation to assess a refund request if needed.

### 15. Non-Refundable Fees:

Refunds are not available for administrative fees that are paid to the School District for receiving and processing a Student’s application or enrollment, for a Homestay placement or for making arrangements for the Student’s reception or orientation in the School District. The following Fees are not refundable (“**Non-Refundable Fees**”) in any circumstances and regardless of the reason for a Student’s cancellation or withdrawal:

- i. Application fee
- ii. Homestay placement fee
- iii. Custodian Fee

If the School District has collected any amounts from Students that have been paid or are payable to third parties (e.g. medical insurance, homestay 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 reserves the right to require the Parent/Guardian to seek reimbursement or refunds directly from such third parties.

## When Refunds are Available:

16. The School District reserves the right to refuse any request for a refund, regardless of the reason for the request, if it is received less than 14 days prior to the commencement of the Program.
17. The School District will receive and consider requests for the refund of Fees (the “**Program Fees**”), other than Non-Refundable Fees where:
  - a. the Student is refused a Study Permit by Immigration Canada, provided that the refusal is not due to the Student’s delay or failure to apply sufficiently in advance of the commencement of the Program and subject to the Student providing satisfactory supporting documentation;
  - 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;
  - 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; and (ii) the Student or his/her Parent/Guardian was unaware of the medical unfitness at the time of accepting enrolment, and (iii) the request is received prior to the commencement of the Program;
  - d. If a Student and the Parent/Guardian with whom they reside become “ordinarily resident” in British Columbia (within the meaning of the British Columbia School Act) after the payment of the Program Fees but prior to the commencement of the Program, such that the School Act entitles them to a Program from the School District free of charge, the Student shall be entitled to a refund of the Program Fees provided that the School District receives notice and proof of the changes of residency status prior to the commencement of the Program.
18. If the School District determines that a refund is appropriate, the School District reserves the right to reduce the amount of the Program Fees refunded to offset their own costs including the loss of any staff time or resources arising from a Student withdrawal. Generally, reduction in amount of Program Fees refunded will be as follows:
  - a. For Students in their first year of participation in the International Programs, the following will apply:
    - i. a three quarter (3/4) refund of the Program Fees if the Student withdraws 6 months prior to the date on which Program is to commence;
    - ii. half (1/2) of the Program Fees, will be refunded if the Student withdraws at least 14 days prior to commencement of their Program courses;
    - iii. no refund will be granted, for any reason, if the Student withdraws after the commencement of their Program courses or less than 14 days of commencement.
  - b. If a Student indicates they will be returning to the School District for a second or subsequent year and withdraws prior to commencing the second or subsequent year, the following will apply:
    - i. half (1/2) of the annual Program Fees will be refunded if they withdraw from the Program prior to June 15 of the year in which the second or subsequent year of studies is to commence; and
    - ii. no refund will be provided for any withdrawal after June 15 of the year in which the second or subsequent year of studies is to commence.
  - c. Refunds of the Program Fees will only be remitted to the original payor of the Program Fees.

## Homestay Fee Refund Policy:

19. In the event that a Student exits early or is dismissed from the Program, Homestay Fees will be refunded as follows:
  - a. Homestay Fees will only be refunded for unused full calendar months. Refunds of Homestay Fees are not payable for partial months’ accommodation.

- b. The School District reserves the right to deduct from any refund of the Homestay Fees and remit to the Host Family any amounts attributable to damage to the Host Family's property or any other financial loss incurred by the Host Family due to the Student's conduct.
- c. Refunds for Homestay Fees will only be refunded to the original payor of the Homestay Fees.

### **Cancellation by the School District:**

20. The School District will issue a full refund of all Program Fees in the event that it makes the decision to cancel a Program prior to its commencement. If the School District makes a decision to cancel the Program after its commencement, refunds will be issued for the portion of the Program not delivered, which shall be calculated pro-rata on a monthly basis. Refunds will not be made available to Students who provide notice of withdrawal prior to the cancellation by the School District.

### **COVID-19 and Delays and Interruptions:**

21. Notwithstanding any other provision in this Agreement, the School District is not responsible and shall not be liable for any delay or interruption in the Program that arises out of or is caused, directly or indirectly, by the COVID-19 pandemic or related events, including without limitation compliance with any associated public health requirements or guidance, any direction, requirement or guidance issued by the British Columbia Ministry of Education, travel restrictions imposed by governmental authorities or operational closures in compliance with the requirements or guidance of public officials in Canada or British Columbia.
22. In anticipation of the possibility that the Program may be disrupted due to COVID-19 related causes, the School District encourages Students to obtain appropriate insurance coverage to address any and all possible losses, including the loss of or interruption of travel or other expenses incurred by the Student as a result of COVID-19 related causes, in contemplation of his/her attendance and participation in the Program. The School District shall not be liable for any such losses or expenses.
23. The School District shall not be considered in breach of this Agreement by reason of any delay or interruption in the Program due to the causes discussed in sections 21 and 22 above, provided it resumes the provision of the Program as soon as it is legally permitted and reasonably able to do so, including where resumption of the services occurs through distributed or distance learning or other alternative means of delivery. The School District reserves the right to facilitate delivery by making changes to the Program, such as by delivering the services by alternative means. The School District will provide notice to Students and their Parent/Guardian of any anticipated delays or disruptions in the Program due to COVID-19 related causes.

### **Force Majeure:**

24. 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, epidemics, disease outbreak, work stoppages, accidents, earthquakes, 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 the Parent/Guardian 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 Parent/Guardian 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.



### Extra-Curricular Activities:

25. The Parent/Guardian understand that the Student may wish to participate in School District authorized extracurricular activities such as sports teams, field trips, or school clubs, and the Parent/Guardian gives permission for the Student to participate in such extracurricular activities if the School District, in its discretion, considers such activity appropriate. While it is not anticipated that the School District will approve high risk activities, the School District shall seek express written consent for activities that the School District determines to be a high risk.

### Medical Insurance:

26. To ensure that all Students have a minimum level of medical and health insurance coverage, the Parent/Guardian agrees to purchase medical insurance through the International Program of the School District for the entire duration of their Program in the School District (“**Insurance Policy**”). The School District will enrol Students under the Policy, but the Policy constitutes a contract between the Student and/or the Parent/Guardian and the insurer, and the School District is not responsible for any claims or disputes arising under or in connection with the Policy.
27. It is the responsibility of the Parent/Guardian to obtain independent advice on the Insurance Policy and to purchase and maintain such insurance coverage, in addition to the Insurance Policy, that they determine is appropriate to cover the risks and potential losses they or the Student may incur in the course of participating in the Program. The School District expressly makes no representation as to the adequacy of the Policy to cover all such risks, losses and expenses.

### Forum for Dispute Resolution:

28. This Agreement is subject to and shall be interpreted and applied only in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
29. The Courts of British Columbia shall have exclusive jurisdiction over any disputes arising under or in connection with this Agreement, and the parties will commence any and all legal claims arising under or in connection with this Agreement only in British Columbia and will voluntarily submit to the exclusive jurisdiction of the courts and governmental authorities in British Columbia and Canada.

### Collection, Use and Disclosure of Personal Information:

30. The Parent/Guardian have read and agree to the terms and conditions governing the collection, use and disclosure of personal information set out in Schedule B to this Agreement (“**Privacy Statement**”).

### Consent to Medical Treatment:

31. The Parents/Guardians authorizes the School District and the Student’s Host Family to render assistance and administer emergency first aid and to seek medical care for and on behalf of the Student, including any x-ray examination, anesthetic, medical or surgical diagnosis or treatment, 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.

32. The Parent/Guardian understand 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 and Host Family to give specific consent to any and all such diagnoses, treatment or hospital care such physician may deem advisable.

### Assumption of Risk:

33. The Parent/Guardian acknowledges that that there are risks associated with the Student's participation in the Program and the Homestay Program and that the Student will not be under constant supervision by the School District or, as applicable, the Host Family. The Parent/Guardian further acknowledges and agrees that medical and health emergencies can occur without warning and may arise from the Student's participation in the Program or the Homestay Program and related activities.
34. In entering into this Agreement, and to the fullest extent permitted under applicable laws, the Parent/Guardian;
- understands that participation in the Program and the Homestay Programs may expose the Student to risk and property loss, including, without limitation, through participation in the Program events, required travel to and from Canada or within Canada, exposure to accidents or emergencies, exposure to disease and contagion (including COVID-19 and related variants), and participation in optional or extracurricular events or social activities (collectively the "**Activities**").
  - voluntarily assumes the risk that participation in the Activities may expose the Student and/or the Parent/Guardian to loss or damage or expense, whether or not anticipated, including illness, injury, death, disability, dismembersment, mental illness, emergencies, accidents or property or financial loss ("**Losses**");
  - agrees to waive and release the School District, its board members, officers, employees, contractors and representatives of and from any and all loss, liability claims and damages, of any kind or nature whatsoever ("**Claims**") for Losses or otherwise arising from any other injury, loss, damage, accident, delay or expense in connection with the Student's participation in the Program, the Homestay Program or the other Activities;
  - agrees to indemnify the School District, and its board members, officers, employees, contractors and representatives, from and against any financial obligations, claims, damages or liability that the School District may incur as a result of claims made by third parties against the School District for any damage or injury to the person or property of third parties caused by the acts or omissions (including negligent acts or omissions) of the Student while participating in the Activities or in connection with the Program.

### General:

35. This Agreement with the School District cannot be modified or amended except in writing.
36. All references to specific statutes in this Agreement will be deemed to refer to such statutes within the Province of British Columbia, including regulations thereto, as amended or replaced from time to time.
37. The rights and obligations under this Agreement may not be assigned by either Party except with the written consent of the other Party.
38. This Agreement shall be binding on the parties, and their heirs, executors, successors and permitted assigns.
39. This Agreement is the entire agreement between the parties concerning the subject matter set out herein, and supersedes all prior agreements, whether verbal or written concerning the same subject matter.
40. This Agreement shall be governed by the laws of the Province of British Columbia, and the laws of Canada applicable therein.
41. The Parties agree that the courts of the Province of British Columbia shall have sole and exclusive jurisdiction over any disputes arising under or in connection with this Agreement, and that the Parties will commence and maintain any legal proceedings concerning such disputes only in British Columbia, Canada.



42. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed deleted or severed from this Agreement and the remaining terms shall continue to be valid and in full force and effect.
43. Any notice required to be given under this Agreement shall be in writing and delivered at the addresses set out below. Such notices shall be deemed effectively made or given: (a) on the date of delivery if delivered personally or by telecopy, facsimile or email; (b) the second business day following the date of dispatch if sent by courier; and (c) on the tenth business day following the date of mailing if delivered by registered or certified mail. For the purposes of this section, a “business” day means a date that is not a Saturday, Sunday or statutory holiday in British Columbia.

### Please Complete the Agreement Below:

**Please review this Agreement carefully and obtain whatever advice you feel is necessary before signing it. It may be signed and returned in paper form or by facsimile, email or other electronic form.**

I, \_\_\_\_\_, [Parent/Guardian] 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 (Parent/Guardian)      DATE**

\_\_\_\_\_  
**SIGNATURE (Parent/Guardian)      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 (Student)                      DATE**

*Notices Provided by the School District under this Agreement shall be delivered to the Parent/Guardian at the following mailing address:*

\_\_\_\_\_ **Email:** \_\_\_\_\_

## SCHEDULE A – HOMESTAY TERMS AND CONDITIONS

### Terms that apply when participating in Homestay program:

1. The Host Family will provide the Student with accommodations, food, linens, blankets, towels and access to laundry facilities.
2. The Student is responsible for their own mobile phone costs.
3. The use of the family television, Internet, stereo and other such household items is under the control of the adults in the Host Family (“Host Parent”). If it should become apparent that the Student should be spending more time on study (as reflected in school marks, comments), use of these items may be restricted by the Host Parents.
4. The Student will be provided basic Internet access at no cost, subject to reasonable limits on data usage.
5. Students aged 13 and up will be provided with a key or keypad entry to the house. The Host Family will use their own discretion regarding keys or codes for Students under the age of 13.
6. The Student understands that they are ultimately responsible for their own personal entertainment costs and personal supplies, including school stationary supplies.
7. The Host Family will not enter the Student’s bedroom without permission except in emergency circumstance, security of the home, or student safety. The Student will not enter the bedrooms of any Host Family members without permission.
8. The Student is expected to follow the rules of the Host Family as explained by the Host Family.
9. The Host Family is not responsible for housing the Student’s visiting family members (if any) during the course of the year unless otherwise agreed.
10. The Student will not invite visitors/friends into the home to visit or study unless given specific permission to do so by Host Family.
11. The Student will never have visitors/friends stay overnight in their bedroom or elsewhere without prior permission from the Host Family and Homestay Coordinator.
12. The Student will share the same responsibilities to the Host Parents and to the general household as those held by the family’s own children of similar age.
13. The Student agrees to abide by all house rules regarding behavior, curfews, attendance at meals, etc. and to occasionally share in the performance of household duties normally undertaken by the household’s own children.
14. The Student understands that the Host Family will provide guidance and supervision to the Student consistent with that which would be provided by a careful and prudent parent.
15. The School District may at any time change the Homestay arrangements, including, without limitation, moving the Student to a different Host Family.
16. Students participating in the Homestay Programs will not be supervised by the Host Family at all times, and are expected to exercise independence, good judgement and behave responsibly.

## SCHEDULE B – PRIVACY STATEMENT

### International Programs

#### **Our Commitment**

*The privacy and security of your personal information is important to us. This notice explains the type of personal information that the International Education Program of the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows) (“District”) collects from applicants to its International Program, and how that information is used, disclosed and protected. You can find out more about our information management practices of the District by reviewing our privacy policy <https://www.sd42.ca/assets/media/Personal-Information-Protection-and-Access-to-Information-Approved-April-29-2020.pdf> and our personal information protection procedure <https://www.sd42.ca/assets/media/Personal-Information-Protection-Received-for-Information-April-29-2020.pdf> or by contacting our privacy office at [privacy@sd42.ca](mailto:privacy@sd42.ca).*

#### **Who we are:**

*The District is a provider of public education constituted under the School Act in British Columbia, Canada. We provide educational programs in British Columbia to school aged students, to adults wishing to continue their education and to international students who apply and are accepted to one of the District’s programs. The District’s international program accepts and evaluates applications from students around the world. For these purposes, the information you provide to us is collected, used and disclosed in accordance with this Notice and Consent, the BC Freedom of Information and Protection of Privacy Act, and other laws of British Columbia (BC FIPPA) and Canada.*

*Where indicated, some portions of this Notice are only applicable to students applying from within the European Economic Union, which is subject to the General Data Protection Regulation (“GDPR”). The District also seeks to ensure compliance with the GDPR and other applicable Canadian and foreign laws.*

#### **What we collect:**

*To evaluate whether you are eligible for admission to a District program we will collect information about you which will include your name and contact information, biological information, information about your educational and employment, history and any academic history and other information that you may voluntarily provide in support of your application, such as information about any medical conditions or disabilities that may be relevant to your application.*

*During your participation in our programs, we may also collect and use other information about you that is necessary to deliver programs and services to you, including information about your educational performance and conduct, test results, financial information, emergency contact information and other information that you may choose to provide to us.*

*This information is collected under the authority of section 26(c) of the Freedom of Information and Protection of Privacy Act and the British Columbia School Act.*

#### **Why we collect personal data**

*The personal data that we collect is used to:*

- *make decisions about your eligibility for admission to an educational program;*
- *consider your eligibility for financial aid, scholarships and other awards;*
- *administer and deliver educational and related services to you;*

- *communicate with you about our programs and services;*
- *respond to complaints, misconduct allegations or academic appeals or administer disciplinary action;*
- *evaluate and improve our programs and services;*
- *to perform our contractual obligations and for other legitimate business purposes;*
- *process tuition, fees and other payments;*
- *to comply with our legal and regulatory obligations.*

*Where you have provided us with your consent to do so, we may also contact you about District products or services and promotional activities that may interest you.*

### **Recipients of your data**

*We may need to share your personal data with our service providers as explained above or with regulatory authorities in some industries or program areas. For more detailed information about when such sharing takes place please read the District Privacy Notice on our website..*

### **Where your data is processed**

*We will ensure that your personal data is processed in a manner that is compatible with the purposes described above. The District maintains personal data only within Canada. However, if we received your personal information through a recruitment agency or service provider, those organizations may collect and maintain personal data about you before you arrive in Canada, and that personal information may be held by them in other countries outside of Canada where they do business. If you are making an application to the District through an agent or recruiter, you may want to request details from them about their personal information protection practices.*

*Once your recruiter has provided your application to us, under BC laws, the District is required to maintain and allow access to your personal information only from locations within Canada, except with your consent or otherwise permitted under BC FIPPA. When we communicate with you or the recruitment agency that you use your information will be accessed and stored outside of Canada. Some of our online service providers may also store or access some of your personal information outside of Canada for the purposes of providing services to us or to you.*

*When you participate in the District's educational programs, you may be provided with the option to utilize web or cloud based tools that store personal information outside of Canada. For more information about those tools, please consult with the International Program Department.*

### **How your data is protected**

*The District will not use your personal data or the data on your application for any purpose other than as set out in this note or in the District Privacy Policy, except where permitted under applicable laws.*

*The District meets standards of security and organizational and technical measures which satisfy applicable standards of data protection, including the Freedom of Information and Protection of Privacy Act.*

### **Retention of your personal data**

*If you are successfully admitted to one of our educational programs, your personal data will be retained only as long as it is needed or required to be retained to provide services to you or as required under applicable laws. In British Columbia, personal information must be retained for at least one year if it is used to make a decision affecting an individual.*

*Application data is generally retained for two years for unsuccessful applicants, unless there are legal or business reasons for retaining it longer. Your personal data will only be retained for the purposes described above and will be*

securely destroyed when it is no longer needed.

**Applicants from within the European Union**

If your application was submitted to the District while you were resident or located within a European country subject to the GDPR, you may have certain rights that are in addition to the personal information protection rights available under Canadian laws, which are described in more detail below.

For the purposes of the GDPR, the District is the data controller of the information that you provide to us for the purposes of applying to or participating in our educational programs. This means that we are responsible to keep and use your personal data in accordance with applicable privacy laws. From time to time, we may engage the services of service providers or recruiting agents to process your data on our behalf. In some circumstances, recruiting agencies may also be considered controllers of your personal information.

Under the GDPR you may have the right to:

Request access to your personal data.

- Withdraw your consent if your personal data is being processed on the basis of your consent. This may mean that we can no longer provide services to you.
- Request the correction your personal data so that it is accurate.
- Object to the processing of your personal data, such as for marketing and profiling purposes.
- Request that we erase or delete your personal data
- Request that we restrict or suspend the use of your personal data, such as where the information is no longer needed or was unlawfully processed.
- Request the transfer of your data to another party.
- Obtain your personal data in a portable format, such as in electronic form.
- File a complaint about how we process your personal information.

To find out if these rights are available to you, please contact us at [privacy@sd42.ca](mailto:privacy@sd42.ca) in writing.

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By signing below, you consent to the collection, use, disclosure, protection, storage and destruction of your personal information by the District as described above, including by or through the District’s engaged recruiting agencies and service providers.

<b>SIGNATURE (Parent/Guardian)</b>	<b>DATE</b>

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