

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**”), of 22225 Brown Avenue, Maple Ridge, British Columbia, Canada V2X 8N6 is committed to providing a safe, inclusive, and supportive educational experience for students enrolled in the International Education Program (the “**Program**”). The Program supports student success, intercultural understanding, and meaningful engagement in School District schools and communities.

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 letter of acceptance is made to the Student by the School District accepting the Student for enrolment 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 by published deadline or within 30 days of invoicing if past the published deadline. A schedule of the applicable fees is available on the International Education website at <https://inted.sd42.ca/admissions/fees-pricing/>.

Student 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 policies and procedures of the School District, posted on the School District website at <https://www.sd42.ca/board-of-education/policy-manual/>, including [Policy 9100 Student Code of Conduct](#) and [Procedure 9100.1 Student Code of Conduct](#);
 - c. the [Program Code of Conduct](#), posted on the Program's website at <https://inted.sd42.ca/student-life/international-student-resources/>;
 - d. the rules of the school ("**School**") at which they are placed ("**School Rules**");
 - e. the reasonable directions of the School's instructors and administrators; and
 - f. 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 27 of this Agreement;
 - c. Students must attend all required classes, unless unable to attend due to illness or injury, in which case authorization or verification from the Parent/Guardian or Homestay Program Host Family may be required;
 - d. Students must complete Program requirements and may not withdraw from Program courses without consent of School officials and the International Program;
 - e. Students must complete assigned work;
 - f. Students must only participate in academic programs approved by the School District;
 - g. Students must not travel outside of the Metro Vancouver and Fraser Valley region of 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;
 - h. Students must maintain an up-to-date Immigration, Refugees and Citizenship Canada Study

Permit, Visa, or Electronic Travel Authorization;

- i. 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-);
- j. Student and Parent/Guardian must disclose significant medical, mental health, behavioural, accessibility or safety-related needs at the time of application and notify the School District of material changes after application;
- k. Students shall not engage in conduct that jeopardizes safety, wellbeing, dignity or rights of any person and shall immediately report safeguarding concerns including abuse, neglect, exploitation, harassment, discrimination, violence, criminal activity or self-harm concerns; and
- l. Students must not operate a motor/motorized vehicle while in the homestay program, including use of e-bikes and e-scooters.

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 while the Student is 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 ("**Homestay Fees**") are in addition to the Program Fees. Fees are payable by published deadline or within 30 days of invoicing if past the published deadline;
 - 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 the Student's 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 acknowledges 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. The Host Family is not employed by the School District.

Representations of the Parent/Guardian

11. By signing this Agreement, the Parent/Guardian represents and warrants as follows:
- the Parent/Guardian has legal authority to enter into this Agreement on their own and the Student's behalf;
 - the Parent/Guardian knows of no reasons why the Student may not be able to complete the Program's academic requirements;
 - the Parent/Guardian knows of no reason why the Student's participation in the Program poses a risk of harm to themselves or others;
 - the Parent/Guardian has disclosed any personal circumstances, medical needs or conditions requiring accommodation during the Program or additional resources from the School District;
 - the Parent/Guardian acknowledges that the School District may request additional information, documentation, assessments, or professional reports where reasonably required to assess the Student's ability to participate safely and successfully in the Program and to determine whether additional supports, accommodations, or additional fees for specialized services may be required;
 - 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
 - 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:
- in the event of non-payment of the Fees or Homestay Fees;
 - the School District determines that any information in the Student's application for admission is misleading or false;
 - 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;
 - the Student breaches the Student Obligations including the District Student Code of Conduct and International Education Program Code of Conduct;
 - the Student engages in any intentional conduct that places the health, safety or security of themselves or others at risk;
 - 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);
 - where the School District reasonably determines that there is significant safety, safeguarding, legal, or reputational risk arising from the Student's participation in the Program; and
 - 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 calendar days after notice is given.
13. Prior to terminating the Agreement, the School District may, at its option, suspend the Student 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.

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 and completed Refund Request Form. 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 enrolment, 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:

- a. Application fee
- b. Homestay placement fee
- c. Custodian fee

If the School District has collected any amounts from the Student 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 calendar 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, Refugees and Citizenship Canada, provided that the refusal was not caused or contributed to by any act, omission, delay, failure to apply sufficiently in advance of the commencement of the Program, or failure to comply with the requirements of Immigration, Refugees and Citizenship Canada on the part of the Student or Parent/Guardian, 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. Notwithstanding the foregoing, the School District may, in its sole discretion, approve a full or partial refund where exceptional circumstances exist, including serious illness, death in the immediate family, or other circumstances the School District considers appropriate.
19. 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 calendar days prior to commencement of their Program courses;
 - iii. no refund will be granted, for any reason, if the Student withdraws less than 14 calendar days prior to 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

20. In the event that the 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

21. 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.

Program Interruptions and Force Majeure

22. Notwithstanding any other provision in this Agreement, the School District is not responsible and shall not be liable for any delay or interruption, suspension, modification, or cancellation of the Program arising directly or indirectly from circumstances beyond its reasonable control, including but not limited to public health emergencies, pandemics, epidemics, communicable disease outbreaks, wildfire, flood, earthquake, severe weather, labour disputes, utility failures, information technology failures, transportation disruptions, acts of terrorism, war, civil disturbance, governmental action, legislative or regulatory changes, or any other force majeure event.
23. The Parent/Guardian and Student acknowledge that participation in the Program may be affected by events beyond the School District's control and are encouraged to obtain appropriate insurance coverage for losses arising from travel interruption, medical emergencies, Program disruption, cancellation, or other unforeseen events. The School District shall not be responsible for any such losses, costs, expenses, or damages incurred by the Student or Parent/Guardian.
24. The School District shall not be considered in breach of this Agreement due to a force majeure event, provided it uses reasonable efforts to resume or continue Program delivery as soon as legally permissible and reasonably practicable. The School District may modify Program delivery methods, including online, hybrid, remote, or other alternative formats, and implement operational changes necessary to maintain Program continuity, safety, or integrity. Where reasonably possible, the School District will provide notice of any material Program changes to Students and Parent/Guardians.
25. The School District shall not be liable for any loss, injury, expense, delay, interruption, or non-performance arising from a force majeure event affecting its ability to perform its obligations under this Agreement. The School District will use reasonable efforts to mitigate the impact of the event and, where appropriate, continue or resume Program delivery through alternative means.

Extra-Curricular Activities

26. The Parent/Guardian understands 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

27. 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 Insurance Policy, but the Insurance 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 Insurance Policy.
28. 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 Insurance Policy to cover all such risks, losses and expenses.

Forum for Dispute Resolution

29. 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.
30. 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

31. 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

32. The Parents/Guardian 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.
33. 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

34. 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.
35. In entering into this Agreement, and to the fullest extent permitted under applicable laws, the Parent/Guardian;
 - a. 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
 - b. Canada, exposure to accidents or emergencies, exposure to disease and contagion (including epidemics, pandemics, public health emergencies, force majeure events and any related variants or mutations), and participation in optional or extracurricular events or social activities (collectively the "**Activities**").
 - c. 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, dismemberment, mental illness, emergencies, accidents or property or financial loss ("**Losses**");
 - d. agrees to waive and release the School District, its board members, officers, employees, contractors and representatives 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;
 - e. 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

36. This Agreement with the School District cannot be modified or amended except in writing.
37. 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.
38. The rights and obligations under this Agreement may not be assigned by either Party except with the written consent of the other Party.
39. This Agreement shall be binding on the parties, and their heirs, executors, successors and permitted assigns.
40. 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.
41. This Agreement shall be governed by the laws of the Province of British Columbia, and the laws of Canada applicable therein.
42. 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.
43. 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.
44. 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.

Execution of Agreement

Please review this Agreement carefully and obtain whatever advice you consider necessary before signing. This Agreement may be signed and delivered in paper or 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), acknowledge that I have read and understood this International Student Agreement, including the Student Obligations, and agree to comply with its terms during my participation in the International Education Program.

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 or safety concern circumstance. 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 similar responsibilities 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 the information management practices of the District by reviewing the district [Policy-5700-Privacy-Management-Program.pdf](#) and procedures available on the district website ([Policy and Procedure Manual](#)) or by contacting our privacy office at 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

The District will ensure that personal information is collected, used, disclosed, accessed, stored, and processed only as authorized by applicable law and for the purposes described in this Schedule.

The District may engage service providers, educational technology providers, digital learning platforms, cloud service providers, student information systems, communication platforms, assessment tools, and other third-party organizations to assist in delivering educational, administrative, operational, wellbeing, safeguarding, and support services.

Personal information may be stored, processed, or accessed inside or outside of British Columbia or Canada where permitted by applicable law and where appropriate contractual, technical, administrative, and security safeguards are in place. Information processed by third-party service providers may be subject to the laws of the jurisdictions in which those providers operate.

If you apply through a recruiter, educational agent, or other third-party service provider, those organizations may collect, use, store, disclose, or process your personal information in jurisdictions outside Canada before your information is provided to the District. Applicants are encouraged to review the privacy practices of any recruiter, agent, or service provider they choose to use.

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.

Educational Technology, Cloud Services and Digital Learning Platforms

As part of its educational programs and operations, the District utilizes educational technology, cloud-based services, online learning platforms, student information systems, communication tools, collaboration platforms, assessment systems, accessibility tools, security systems, and other digital services.

The Student and Parent/Guardian acknowledges and consents to the District collecting, using, disclosing, storing, accessing, and processing personal information through these services where necessary to:

- deliver educational programs, instruction and assessment;
- support student learning, wellbeing and engagement;
- administer programs, activities and services;
- communicate with students, parents/guardians, homestay families, recruiters, and authorized representatives;
- manage student records and administrative processes;
- protect student safety, safeguarding, and security; and
- comply with legal, regulatory, reporting, and operational requirements.

The District takes reasonable steps to ensure that third-party providers receiving personal information are subject to appropriate privacy, confidentiality, security, and information protection requirements that are consistent with the District's obligations under the Freedom of Information and Protection of Privacy Act (British Columbia).

Students may be required to use technology platforms, cloud services, learning management systems, email systems, collaboration tools, and other digital resources approved by the District. Students are responsible for complying with District technology-use expectations, cybersecurity practices, and digital citizenship requirements when using such services.

The District maintains privacy management practices, privacy impact assessment processes, information security controls, records management procedures, and privacy breach response protocols designed to protect personal information and support compliance with applicable privacy legislation.

Applicants from the European Economic Area and the United Kingdom

If your application was submitted to the District while you were resident or located within a European Economic Area (EEA) or the United Kingdom, you may have additional privacy rights under applicable data protection legislation, including the EU General Data Protection Regulation (GDPR) and UK GDPR.

For the purposes of the EU GDPR and UK 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 for keeping and using your personal data in accordance with applicable privacy laws. From time to time, we may engage 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.

Subject to applicable law and certain limitations, you may have the right to:

- Request access to your personal data.
- Withdraw your consent where your personal data is being processed on the basis of your consent. This may limit our ability to provide certain services to you.
- Request correction of 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 our 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 regarding our processing of your personal data.

Personal information may be processed and stored in Canada and in other jurisdictions where the District's service providers operate. Those jurisdictions may have privacy laws that differ from those in your country of residence

To find out if these rights are available to you, please contact us at privacy@sd42.ca in writing.

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.

SIGNATURE (Parent/Guardian)

DATE

SIGNATURE (Parent/Guardian)

DATE