



INTERNATIONAL STUDENT LEGAL AGREEMENT

Please review this document carefully. This document creates a legally binding agreement for participation in the Mission Public Schools International Education Program.

INTRODUCTION:

The Board of Education of School District No. 75 (Mission Public Schools) (the "School District"), wishes to provide a challenging and exciting program to students studying in our International Education Program ("Education Program"). This Agreement sets out the terms on which a student is accepted into the program and the obligations on those students and their families.

GENERAL CONDITIONS

When this Agreement is binding:

This Agreement is not binding upon the School District, until it is signed by a parent or guardian of the student and the student applying for admission, is accepted by the School District, an Offer of Admission is made to the student by the School District, and tuition fees are paid in full within 30 days after approval.

Placement

While the School District takes into consideration requests for placement at a particular school, the final decision on any placement is determined solely by the School District, taking into account space availability and the appropriate program for the student based on the School District's assessment.

What I am agreeing to:

1. I agree that as a condition of participating in the School District's International Education Program that my child:
 - a. must comply with the laws of Canada and British Columbia;
 - b. must comply with the School and School District Rules, Policies and Code of Conduct including the School District Network and Internet Appropriate Use policies and any policies and guidelines specifically applicable to International Students, as amended from time to time;
 - c. must comply with the terms of this International Student Legal Agreement;
 - d. must not use or be in possession of alcohol or drugs including cannabis; must not vape;
 - e. must not use or be in possession of any weapons;
 - f. must not drive a motor vehicle or obtain a driver's license while in our program;
 - g. if my child is participating in a Homestay, must comply with all Homestay terms set out in this Agreement, and obey family rules and show respect for members of the Homestay family;
 - h. must not change Homestay arrangements without the consent of the Homestay Coordinator or the International Education Program Director; fees may apply.
 - i. must attend all registered classes, unless unable by reason of illness or injury to do so and must provide a note from a Parent, Guardian or Homestay family for any absences;

- j. must not withdraw from courses without consent of the International Education Program staff;
- k. may not enroll in online courses without consent of the International Education Program staff, and may not enroll in online courses if we offer the equivalent in-class course, unless approved by the International Education Program staff; credit for all unauthorized online courses may not be granted.
- l. must complete homework, projects, assignments and tests as assigned.
- m. must pay all applicable class fees or extracurricular fees (including uniforms) and return all books, textbooks and calculators before the end of the program or at the end of the school year. The student will be responsible to pay for any outstanding class fees or extracurricular fees, missing or unreturned books, textbooks or calculators, will be invoiced accordingly.
- n. must not travel outside of Mission overnight, unless accompanied by an adult of at least 25 years of age or as part of the International Education Program;
- o. must be supervised by an adult of at least 25 years of age, for any overnight stays, at any time in any situation, including in the homestay;
- p. must obtain approval from the International Education Program Staff 7 days prior to any travel outside of Mission overnight accompanied by the homestay parent(s) and/or with a pre-approved adult of at least 25 years of age;
- q. must maintain up-to-date Study Permit or Visitor Status and provide a copy to International Education Program staff.

Custodian

I understand that as a condition of my child studying in Canada, (IRCC) Immigration, Refugees and Citizenship Canada, and Mission Public Schools will require the appointment of a custodian for my child. I understand and agree that if my child remains in Canada following the conclusion of the school year or educational program in which my child is enrolled, it is my responsibility to obtain a suitable replacement custodian for my child.

My Representations:

- 2. I represent to the School District that my child has no history of engaging in criminal behaviour or sexual misconduct.
- 3. I know of no reason why my child cannot successfully participate in the School District's International Education Program.
- 4. I understand that Canada is a culturally diverse country and that my child will be expected to respect people of other sexes, races, religious and cultural backgrounds.
- 5. I understand and agree that any information included in my child's application for participation in the International Education Program in Mission School District No. 75 is incorporated into and forms part of this agreement and I represent that it is true.

How this agreement can be ended:

- 6. I agree that the School District may end this agreement at any time, without notice and without refunding any tuition paid, and may send my child home at my expense if:
 - a. any information in my child's application for admission is untrue;
 - b. my child breaches any of the obligations set out in section 1; or
 - c. my child is unable to perform or is not performing to a reasonable academic standard.

Minimum Academic Standards:

- Passing grades in all subjects (C grade or better)
- Participation in all classes; no unexcused absences
- Positive Attitude in all classes

Refund Policy

We are pleased to offer to international students an opportunity to attend and participate in educational studies in British Columbia. The following explains our procedures for refunding fees when a student enrolls in our International Education Program and wishes to withdraw. This procedure may change, and any amendments will be effective when posted. If there is any conflict between these procedures and the terms of your Agreement with the School District, the terms of this Agreement will govern.

7. **Relationship to Agreement.** This section is part of the agreement (“**Agreement**”) which is between the School District and the parents/guardians (the “**Contracting Party**”) of a student (“**Student**”) for the provision of an educational program to the Student (the “**Educational Program**”).
8. **Scope.** This refund policy addresses eligibility for and requests for refunds of payments that have been paid to the School District on behalf of the Student under the Agreement (the “**Fees**”). This does not apply or impose any obligation on the School District to refund or reimburse any amounts paid by or on behalf of the Student including by his/her parents/guardians to third parties. Any refund that is payable under the Agreement will be remitted to the original payor of the funds, whether or not the payor is the Contracting Party.
9. **Applications for Refunds.** A request for a refund of Fees paid to the School District may be made by the Contracting Party, excluding the Non-Refundable Fees listed in section 10, (the “**Program Fees**”) in the event that the Student voluntarily withdraws or is withdrawn from the Educational Program. Requests for refunds must be submitted to the School District in writing, state the reason or basis for the cancellation or withdrawal and must be accompanied by supporting documentation.
10. **Non-Refundable Fees.** Refunds are not available for Administrative fees, Application Fee, Homestay Fee and Custodial Fee that are paid to the School District for receiving and processing a student’s application or enrollment to the School District (“**Non-Refundable Fees**”) in any circumstances and regardless of the reason for a student’s cancellation or withdrawal.

If the School District has collected any fees or expenses that have been collected by the School District and are payable or have been remitted to third parties on the Student’s behalf (e.g. medical fees, insurance fees, assessment fees, taxes) (“**Third Party Payments**”), 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.

11. **When Refunds Are Not Available.** We reserve 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 Educational Program.

Refunds shall not be issued in respect of a Student who:

- a. is suspended or expelled from an Educational Program or required to withdraw due to their own inappropriate behavior, such as where the student fails to comply with the School District’s Code of Conduct or any applicable laws or the rules, policies or procedures of the School District or its homestay program;
 - b. is removed from the Program because information provided in their application for enrollment is determined by the School District to be false or misleading, including undisclosed illness, medical or mental health conditions or undisclosed educational needs;
 - c. submits a request for a refund after the commencement of the Educational Program, or
 - d. has a status change from fee-paying to non-fee paying upon their parent or guardian acquiring a study/work permit or becomes a permanent resident and is in Mission, British Columbia for a settled purpose after September 30th of the current school year.
12. **When Refunds will be Considered.** The School District will refund Program Fees with respect to a withdrawing Student in accordance with the following terms, and subject to the limits previously set out. The School District will refund Program Fees in the following circumstances:
 - 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 Educational Program and subject to the Student providing supporting documentation satisfactory to the School District;
 - 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; or

- c. the School District is satisfied that the Student is medically unfit or unable to travel to and attend in Canada to participate in the Educational Program, provided that the Student supplies, upon request, appropriate medical documentation supporting the reasons for the request, and the Student or his/her parents/guardians were unaware of the medical restriction at the time of acceptance of this Agreement; provided that the refund request is received prior to the commencement of the Educational Program.

13. **Refund Amount.** If the School District determines that a refund is appropriate, we reserve the right to reduce the amount of Program Fees refunded to offset our 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. 75% of the Program Fees will be refunded in the event that the withdrawal is more than 90 days prior to the commencement of the Program;
 - b. 50% of the Program Fees will be refunded in the event the withdrawal is submitted less than 90 but more than 30 days of the commencement of the Educational Program; and
 - c. 25% of the Program Fees will be refunded in the event the withdrawal is submitted less than 30 days but more than 1 day of the commencement of the Educational Program.

14. **Cancellation or Interruption by the School District.**

- a. In the event of a cancellation of the Educational Program by the School District, the School District's sole obligation and liability to the Student and his/her parent/guardian shall be to pay:
 - i. A full refund of the Program Fees in the event that the School District cancels the Educational Program prior to its commencement.
 - ii. A partial refund of the Program Fees in the event that the School District cancels the Educational Program after its commencement, which refund shall correspond to the portion of the Educational Program not delivered, calculated pro rata on a daily basis.

No refunds shall be issued under this section 14 if the Student withdraws prior to cancellation by the School District. For greater clarification, the School District will not refund the Non-Refundable Fees.

- b. The School District reserves the right to cancel the Student's enrollment in the Educational Program if the School District does not receive the Fees for that Student within the timelines set out in the Agreement. A cancellation of the Student's enrollment in such circumstances, shall not entitle the Student to a refund under this section 14 or under this Policy.

15. **COVID-19 - Delays and Interruptions.** 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 Educational Program that arises out of or is caused, directly or indirectly, by the COVID-19 pandemic, including without limitation compliance with any associated public health requirements or guidance, travel restrictions imposed by governmental authorities or operational closures in compliance with the requirements or guidance of public officials in Canada or British Columbia. It is the Student's responsibility to obtain appropriate insurance coverage to address any and all losses, including the loss of travel or other expenses incurred by the Student as a result of COVID-19 related causes, and the School District shall not be liable for any such losses or expenses. The School District shall not be considered in breach of this Agreement by reason of any delay or interruption in the Educational Program due to the above causes, provided that it resumes the provision of the Educational 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 will provide notice to Students and their parents/guardians of any anticipated delays or disruptions in the Educational Program due to COVID-19 related causes.

16. **Force Majeure Clause.** In the event that the School District is not able to perform its obligations under this Agreement or the delivery of the Educational Program is delayed or interrupted as a result of events outside of the School District's control, including, without limitation, because of strikes, pandemics, disease outbreak, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or Acts of God, and interruptions, loss or malfunction of utilities, communications or computer (software and hardware) services, the School District will not be considered in breach of this Agreement by reason of such delays or non-performance and shall not be liable to the student or his or her parents/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 Educational 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 Educational Program through alternative methods of delivery, including distance, online or distributed learning.
17. **Insurance.** I understand that my child is required to enroll in medical insurance provided by our International Education Program office for the entire duration of their program in the School District. My child is obliged to maintain adequate medical and health insurance while in Canada and the School District is not responsible for any loss or damage suffered by the student as a result of failure to maintain adequate insurance after completion of our program.
18. **Assumption of Risk**
- a. I understand that there are risks associated with my child enrolling in the School District and that my child will not be under constant supervision. I understand that medical and health emergencies can occur without warning. I voluntarily assume the risk that my child may suffer illness, injury or another emergency and agree that I will not bring any claim against the School District or any of its employees for any injury suffered by my child while participating in the International Education Program.
 - b. I understand that the Student may wish to participate in extracurricular activities such as sports teams, field trips, or school clubs. I give my permission for the Student to participate in such extracurricular activities if the Custodian in their discretion considers such activity appropriate. However, I understand that the School District may not allow my child to participate in high-risk activities such as skiing, surfing, white water rafter, winter camping, snowboarding, mountain climbing, kayaking or canoeing unless I also provide my consent to that activity.
19. I understand that my child may wish to participate in extracurricular activities such as sports teams, school clubs, or field trips including trips to other Canadian Provinces or the USA. I give my permission for my child to participate in such extracurricular activities, if the Custodian in their discretion considers such activity appropriate.

Please complete the "Activities Waiver" (Page 11-12)

20. I understand that additional waivers may be requested during the year for activities coordinated by the School District Outdoor Education Program or Community Organizations, or private Tour Companies who may require parental consent for my child to participate in specific activities.

Collection, Use and Disclosure of Personal Information

21. I understand that for the purposes of my child's participation in the School District's International Education Program, the School District will collect, use and disclose personal information about me and my child, including information about my child's health and education as well as contact information for me and my child. I understand that this information will be collected, used and disclosed for the purposes of offering and administering the International Education Program as permitted by the British Columbia *Freedom of Information and Protection of Privacy Act* ("FIPPA") and the British Columbia *School Act* and may be shared with school authorities, medical and social service providers, homestay providers, custodians and others as required.

Parent please initial: _____ **Student please initial:** _____

Check Box Yes – I agree to the use of my and my child's personal information for purposes consistent with the above.

Check Box No – I do not agree with the use of my and my child's personal information for purposes consistent with the above.

22. I agree that under FIPPA, the School District has the legal authority to collect personal information about students and their families for educational and related purposes. 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.

23. Student's 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, Facebook page, or other social media posts. While such activities promote student achievement and accomplishments, the School District recognizes that there may be sensitivities to publishing such images where they name and/or identify students. Accordingly, I agree that my child's name, photograph, or comments relating to these types of School activities may be used for these purposes.

Parent please initial: _____ **Student please initial:** _____

Check Box Yes – I agree to the use of my child's personal information for purposes consistent with the above.

Check Box No – I do not agree with the use of my child's personal information for purposes consistent with the above.

24. Teachers may use various websites and applications that store data inside and outside of Canada, such as Microsoft 365, Scholantis, MyEducation, Zoom, My Blueprint, Google Docs, Prezi, or other online tools. Parents and students must be aware that student information may reside on servers not located in Canada and their consent is required to use such websites. Students are expected to use their school district-assigned or teacher generated user accounts and follow teacher guidelines when using applications.

Parent please initial: _____ **Student please initial:** _____

Check Box Yes – I give my consent for my child, for learning purposes, to use website applications where servers are located outside Canada.

Check Box No – I do not give my consent for my child, for learning purposes, to use website applications where servers are located outside Canada.

25. I agree that, if I use a referring agency, that they are acting as my representative, and I give my consent to the agency to access my child's progress reports, school report cards, and other details regarding my child's school performance, for the purpose of reporting this information to me in a timely manner.

Termination of Participation in International Education Program

26. I understand that my child's participation in the International Education Program may be terminated at the discretion of the School District or the Administrators of the International Education Program without any refund of fees.
27. I understand that my child may be sent home at my expense if he or she does not adhere to the School District rules, standards, policies, and guidelines as set forth in this Agreement, and in the School Handbook.
28. I agree that the School District is not liable for any loss suffered by my child or me as a result of any labour dispute that may affect the delivery of an educational program.

PROVISIONS THAT APPLY TO THIS ENTIRE AGREEMENT

Forum for Dispute Resolution

29. I agree that any dispute arising under the interpretation, application or performance of this agreement or in any way arising out of my child's participation in the School District's International Education Program will be resolved in a British Columbia Court and I agree that I will not bring proceedings in any other court or jurisdiction and irrevocably attorn to the jurisdiction of British Columbia courts.

Consent to Medical Treatment

30. I authorize the School District and, if applicable, my child's Homestay Parents to consent to any x-ray examination, anaesthetic, 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.
31. It is understood 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 to give specific consent to any and all such diagnoses, treatment or hospital care such physician may deem advisable.

Release

32. I understand that the School District is not responsible for any loss or injury suffered by my child or me. If my child becomes ill or incapacitated, the School District may take such actions as it considers necessary, including securing medical treatment and transporting my child home at his or her own expense. I release the School District from all liability related to such actions.
33. I waive and release all claims against the School District for injury, loss, damage, accident, delay or expense resulting from my child's participation in the School District's International Education Program. I also release the School District and agree to indemnify it, with regard to any financial obligations or liabilities that the School District may incur as a result of claims by others, or that my child may personally have or incur, or any damage or injury to the person or property of others that my child may cause while participating in the International Education Program.

Amendment

34. This Agreement with the School District cannot be modified by any party except the School District.

Acknowledgement of Understanding of Agreement

I understand that this agreement creates binding legal obligations on me. I have either read and understood the terms of this agreement or have had them fully explained to me by an individual fluent in English and in my first language.

Please Complete the Agreement Below:

I, _____, [PARENT/GUARDIAN (Circle One)], Agree to the participation of
_____ (NAME OF STUDENT) on the terms set out in this Agreement. 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).

Date: _____

**ACTIVITIES WAIVER
FOR INTERNATIONAL STUDENTS
CONSENT OF PARENT/GUARDIAN AND ACKNOWLEDGEMENT OF RISK**

Please read carefully. If this form is not signed and returned by the first day of attendance in Mission Public School District No. 75, your child will not be allowed to participate in the following activity(ies). By signing this form, you consent to your child’s participation in the following activities/destinations:

- Camping
- Caving/Spelunking
- Go-Karting or Riding on All Terrain Vehicles (ATV’s)
- Hiking
- Horseback Riding
- Mountain Biking
- Rock Climbing, Mountain Climbing
- Sightseeing including land, water or air travel
- Skateboarding
- Snow Sports including Skiing, Snowboarding, Snowshoeing, Sledding, Tubing, and others
- Trampoline
- Water Sports including Swimming, Boating, Kayaking, Canoeing, River Rafting, Sailing, Surfing and others
- Whale Watching
- Travel to other Canadian Provinces or the USA.

_____ *Parent Please Initial to Approve Participation*

DATE(S): During the International Education Program at Mission Public School District No. 75

PURPOSE OR EDUCATIONAL GOAL(S): Cultural, recreational, and sightseeing activities and/or entertainment

METHOD OF TRANSPORTATION: Bus or Passenger Van or Host Parent vehicles

HEAD SUPERVISOR: Mission Public School District No. 75 approved supervisor

TOTAL NO. OF SUPERVISORS PLANNED: 1 adult for 15 students

COST TO THE STUDENT: Varies depending upon activity

POTENTIAL KNOWN RISKS

Risk	Injury
Variable and unforeseen risks associated with recreational activities listed above including unforeseen circumstances, weather or water conditions, horseplay, collisions with moving or fixed objects, slips, falls, injury by an animal including but not limited to kicks from a horse, equipment failure or negligence on behalf of the operator, student failure to heed safety instructions, delayed rescue or accessibility, etc.	Head injuries, concussion, torn or damaged ligaments, broken bones, fractures, sprained joints, muscle injuries, cuts, scrapes, bruises, burns, hypothermia, drowning, quadriplegia, frostbite, sunburns, damaged eye sight, broken teeth, and/or other injuries including possible death
Travel to and from activity	Any injuries associated with a road vehicle accident including possible death

To participate in any activities, students must wear the appropriate safety clothing and equipment, including but not limited to, a CSA Approved Helmet and /or Life Jacket for activities where this equipment is required.

**ACTIVITIES WAIVER
FOR INTERNATIONAL STUDENTS
CONSENT OF PARENT/GUARDIAN AND ACKNOWLEDGEMENT OF RISK**

THE BOARD of EDUCATION, SCHOOL DISTRICT No. 75, will make every reasonable effort to ensure that:

- a. The staff, volunteers and/or service providers involved are suitably trained and qualified.
- b. The students are adequately supervised over all aspects of the program/activity.
- c. The location(s) used are appropriate and safe for the activity(ies) and group.
- d. Equipment used has been inspected and deemed appropriate and safe.
- e. A Safety Plan is in place to identify and manage known potential risks.
- f. An Emergency Plan is in place to deal with an injury or illness to any of the students.

Parental Consent:

- 1. I/We accept the mode of transportation provided for the programs/activity(ies).
- 2. I/We acknowledge my/our rights and responsibilities to obtain as much information as I/we require about this program/activity(ies) and associated risks and hazards, including information beyond that provided to me/us by the school or the Board of Education.
- 3. I/We freely and voluntarily assume the risks/hazards inherent in the program/activity(ies) and understand and acknowledge that my/our child may suffer personal and potentially serious injury arising from his/her participation.
- 4. My/Our child has been informed that he/she is to abide by the rules and regulations, including directions and instructions from the school's and/or service provider's administrators, instructors, and supervisors over all phases of the program/activity(ies).
- 5. In the event my/our child fails to abide by these rules and regulations, disciplinary action may require their exclusion from further participation.
- 6. I/We acknowledge that it is my/our duty to advise the International Education Program Staff of any medical and/or health concerns of my/our child that may affect his/her participation.
- 7. I/We acknowledge that the Board of Education may choose to cancel trips if travel conditions are deemed unsafe (e.g., weather, health advisory, security). I/we accept that the Board will not be liable for any costs associated with such a cancellation.
- 8. I/We acknowledge that the trip supervisors may secure transport to emergency medical services as they deem necessary for my/our child's immediate health and safety, and that I/We shall be financially responsible for such services.
- 9. Based on my/our understanding, acknowledgement, and consents as described herein, my/our child has my/our permission to participate in the program/activity(ies) provided.

Name of Student

Name of Parent / Legal Guardian 1

Signature of Parent / Legal Guardian 1

Date

Name of Parent / Legal Guardian 2

Signature of Parent / Legal Guardian 2

Date