

INTERNATIONAL STUDENT PROGRAM LEGAL AGREEMENT

This document creates a legally binding agreement for participation in the Rocky Mountain International Student Program

Student's name: _____
Family name(s) Given name(s)

INTRODUCTION

The Board of Education of School District No. 6 (Rocky Mountain) (the "School District"), provides a dynamic academic and activity program to students studying in the Rocky Mountain International Student Program and affiliated School Districts No. 5, 19, and 91. This Agreement sets out the terms on which a student is accepted into the Rocky Mountain International Student Program and the obligations of those students and their families. Every international student and their parent(s) must read and agree to the following terms and conditions to be eligible to participate in the Rocky Mountain International Student Program (hereafter referred to as "the Program" or "RMISP").

GENERAL CONDITIONS

When this Agreement is binding:

This Agreement is not binding upon the School District until the student applying for admission is accepted by the School District, an Official Letter of Acceptance has been issued, fees have been paid, and the agreement is signed by the student and their natural parent(s) or legal guardian(s).

Placement:

While the School District takes into consideration requests for placement at a particular school, the final decision on any school placement or registration in any particular course is determined solely by the School District, taking into account space availability and homestay placement for the student based on the assessment by RMISP staff.

What I am agreeing to:

1. I agree that as a condition of participating in the School District's RMISP, my child:
 - a. must comply with all of the laws of Canada and British Columbia;
 - b. must comply with the School and School District rules, Policies, host school's Student Code of Conduct, and all rules contained in the RMISP application and Student Handbook;
 - c. must comply with the terms of this International Student Program Legal Agreement ;
 - d. must not purchase, use, or be in possession of alcohol, cannabis, illegal drugs, tobacco, or vaping products. Possession, use, or distribution of these products will result in immediate dismissal from the Program;
 - 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 enrolled in RMISP;

- g. must attend all registered classes on time, unless unable due to illness or injury, and must have absences officially excused by host family or RMISP staff;
- h. must complete homework, projects, assignments, and tests as assigned and not plagiarize any work;
- i. must pay all applicable class fees or extracurricular fees. If my child has already left the Program, any fees, missing/unreturned books, textbooks, or calculators will be invoiced to my child accordingly;
- j. must not undergo any type of body modification procedure including, but not limited to tattooing, piercing, and/or branding;
- k. must comply with the published Program arrival and departure dates. Making alternate/private arrangements with their host family or others, or staying past mandatory program-end dates is not permitted;
- l. must not miss school time for trips with friends or non-parental family members. Students may travel during school time only with their host parents or natural parents. All travel plans must be communicated well in advance and are subject to RMISP staff and natural parent approval;
- m. must not participate in any high-risk activities without Program approval and written consent from natural parent(s);
- n. must at all times, disclose their whereabouts to their host family and/or RMISP staff;
- o. must activate and maintain a Canadian mobile phone account with a local number while in the Program;
- p. must maintain an up-to-date Canadian Study Permit if the Program requires it and medical insurance through RMISP;
- q. must arrive with an intermediate or higher conversational English level, an age-appropriate level of reading and writing in English, and be able to understand teacher instructions;
- r. must adhere to current federal, provincial, school district, and RMISP guidelines and regulations in the event of a pandemic or local emergency.

PARENTAL REPRESENTATIONS

As parent(s) of the above named student, I represent to the School District that:

- 1. my child has no history of engaging in criminal behaviour or sexual misconduct;
- 2. my child has no known history of any social, emotional, behavioral, physical, mental health-related issues (including but not limited to depression, anxiety, eating disorder, suicidal ideation, etc.) or pre-existing conditions that could affect their successful participation in school or a homestay family;
- 3. my child is able to succeed academically without additional support for any diagnosed or undiagnosed learning challenges;
- 4. I know of no reason why my child cannot successfully participate in the RMISP.

How this Agreement can be ended:

- 5. I agree that the School District and RMISP may end this Agreement at any time, without notice and without refunding any Program fees paid, and may dismiss my child from the Program if:
 - a. any information in my child's application for admission is untrue; including any undisclosed illness, medical or mental health conditions or undisclosed educational needs;
 - b. my child breaches any of the obligations set out in paragraph 1; or

- c. my child is unwilling or unable to perform to a reasonable academic standard and age-appropriate behavioral standards in school and/or homestay.

Minimum Academic Standards:

- Passing grades in all subjects (C grade or better)
- Participation in all classes; no unexcused absences
- Positive attitude and work habits in all classes (“S” or better)

6. I understand that any failure of my child to comply with all of the above will result in them being served Letters of Expectation, being placed on probation, suspension or dismissal as determined appropriate and necessary by Director of International Education, RMISP staff, and School District. The Program reserves the right to dismiss any student whose health (physical, mental, or emotional) and/or behaviour, as determined by the administration of the host school and/or Program staff, compromises the safety or security of themselves or those around them.

REFUND POLICY

In the event that my child cannot participate in the RMISP, decides not to attend, or is asked to leave the Program for any reason, I agree that the following terms will apply:

Study Permit Denials, Withdrawals, False or Non-Disclosed Information

- 1. Full refund of fees paid** (less application and homestay placement fees), if the Study Permit is not approved by Immigration Refugees and Citizenship Canada (IRCC). The letter of rejection from IRCC must be provided along with the RMISP refund request form.
- 2. Two-thirds (2/3) of fees paid** (less application and homestay placement fees) if student withdraws prior to the commencement of the Program (the ‘Program’ is defined as the dates specified on the Official Letter of Acceptance). A complete RMISP refund request form must be received before the Program commences.
- 3. One-half (1/2) of the fees paid**, (less application and homestay placement fees) if the student withdraws after Program commencement but within the first 30 days (the ‘program’ is defined as the dates specified on the Official Letter of Acceptance). A complete RMISP refund request form must be received no more than one week after the end of the first calendar month.
- 4. No refund of fees paid if:**
 - a. the student withdraws after the first 30 days of the Program (dates as specified on the Official Letter of Acceptance);
 - b. the student is found to be in violation of the law, policy, or regulation as determined by the Government of Canada, police, RMISP, and/or school administrators (violations may include but are not limited to chronic absenteeism, suspension from school, consumption of alcohol and drugs, significant behavioral issues, and/or failing to abide by the terms and conditions of the International Student Program Legal Agreement;
 - c. there is false information provided or non-disclosure on the application regarding a student’s perceived learning and/or physical disability, undisclosed learning needs, behavioral concerns, mental health conditions, medical history, and/or criminal history.
- 5. All refunds and/or overpayments are subject to a \$250 administrative fee.**

INFORMATION COLLECTION AND MEDIA RELEASE

I understand that for the purposes of my child's participation in the 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 only collected, used, and disclosed for the purposes of offering and administering the Program as permitted by the British Columbia *Freedom of Information and Protection of Privacy Act* ("FIPPA") and the British Columbia *School Act* and may be confidentially shared with school authorities, medical and social service providers, homestay families, and others as required.

I understand that School District will collect, keep, use, and selectively share photographs, videos, and images of my child for use online or in print including but not limited to brochures, websites, newspapers, and social media. Please check one and initial:

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

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

ACCEPTABLE USE OF DIGITAL TECHNOLOGY AND ACCESS TO INTERNET

Students may be granted access to the Internet via School District networks. The purpose for student access to these networks is for educational purposes. Students must use Internet access responsibly and appropriately.

School Districts 5, 6, 19 and 91 all have a Student Acceptable Use of Digital Technology practice, policy, or procedure (available at rminternational.ca). I have discussed the responsible use of District technology resources with my child. I understand that in the event my child engages in inappropriate activities, the privilege to access school/District networks and devices may be revoked and other disciplinary action may result. I consent to my child's use of these networks on a personal or District device.

INCLUDED PROGRAM ACTIVITIES

Students enrolled in the RMISP will have the opportunity to participate in a wide variety of included Program activities, events, and trips which require bus transportation and/or overnight stays in hotels/motels. These trips are carefully planned, approved in advance, fully chaperoned, students are prepared with itineraries/directions, and they must sign a behavioral expectations contract before each trip. Safety and necessary equipment for the activity is provided. Activities may include, but are not limited to river rafting/canoeing, hiking, mountain biking, ice skating, skiing/snowboarding, other winter sports and community events.

I understand my child will participate in all RMISP planned activities as deemed reasonable by the Director of International Education and School District, unless I advise RMISP staff that they are unable to do so.

HIGH-RISK ACTIVITIES

As parent(s) of a student attending the RMISP, I understand that my child may have the opportunity to participate in one or more high-risk activities with ***a responsible adult (age 25 or older)*** while in Canada. These activities could take place multiple times throughout your child's stay in Canada, however, they are not part of the Program's activity schedule.

School District No. 6 (Rocky Mountain) cannot give its approval for your child to participate in these activities, however, you may consent to your child's participation in these activities by signing below. In so doing, you agree to indemnify and hold harmless the School District, its employees, and its host families. You further

acknowledge that these activities are not recommended, approved, or in any way arranged or supervised by the School District or RMISP.

Please initial beside the high-risk activity that you allow your child to participate in. *Note: Private medical insurance may not cover all expenses related to high-risk activities. Consider the risk, likelihood of injury and whether you are willing to pay out of pocket for your child's medical care.* By initialling, you confirm that you understand and accept that your child's participation in these activities is solely your responsibility and completely at your discretion:

Parent #1 Initials	Parent #2 Initials	High-risk activities requiring natural parent consent	High-risk activities requiring natural parent consent	Parent #1 Initials	Parent #2 Initials
		Back-country skiing/snowboarding with trained professional only	Off-road vehicles (ATV, Quad)		
		Backpacking (back-country hiking/camping)	Waterski, Wakeboard, Kneeboard, Tube, Jet ski		
		Cliff jumping	Indoor rock climbing		
		Dirt biking	Outdoor rock climbing		
		Horseback riding	Snowmobile		
		Hunting (no gun use)	Target shooting		
		Downhill mountain biking	Trampoline parks		
		Zip line/high-ropes park	White water rafting		

MEDICAL AUTHORITY

I, as the parent(s) of the student, do hereby authorize the School District, RMISP staff, and the host parent(s) to consent on behalf of my child to any emergency/necessary medical testing and treatment. I, as parent(s) of the student, agree that if my child has a pre-existing medical condition, I must ensure that any required treatment for the condition is covered by an additional medical insurance policy, and should any medical insurance provider refuse to accept responsibility for any treatment received by my child, I will accept all financial responsibility related to any such treatment.

I agree that I will fly to Canada on short notice and at my own expense if requested by the program (and at its sole discretion) in the event of a significant medical emergency, mental health issue, and/or Program release/dismissal that requires me to accompany my child for the return trip to our home country.

I agree that if my child becomes seriously ill or incapacitated, the School District and Program may take such actions as it considers necessary, including securing medical treatment and transporting my child home at my own personal expense.

ASSUMPTION OF RISK

Parents of students participating in the Rocky Mountain International Student Program must acknowledge and accept the following:

1. 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 waive and release all claims against the School District for the injury, loss, damage, accident, delay or expense resulting from my child's participation in the 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 incur, or any damage or injury to the person or property of others that my child may cause while participating in the Program and/or dismissal for failure to comply with Program rules.

2. 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 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 their parent(s)/guardian(s) 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(s)/guardian(s) 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. Additionally, RMISP cannot control the weather and/or other extraordinary or unforeseen local or global circumstances or situations which may delay, prevent, or alter the delivery of extracurricular activities, events, or trips and cannot be held responsible or liable for any loss suffered. No refunds will be offered.
3. I understand that my child may wish to participate in high-risk activities, 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, and agree that I will provide written parental permission for these activities upon request.
4. I understand that additional risk/liability waivers and permission forms may be requested for activities coordinated by school-based Outdoor Education courses, sport teams, community organizations, or private tour companies/service providers who may require natural parental consent for my child to participate in specific activities.

HOMESTAY PROGRAM TERMS AND CONDITIONS

Students in the School District No. 6 (Rocky Mountain) homestay program are in the custodial care of the Director, International Education (or other program staff member) and must adhere to the following participation terms and conditions:

1. Students must agree to follow all Homestay Policies and Procedures detailed in the ***International Student Handbook*** and any new guidelines or rules issued by Program administration during their stay in the Program. Students are reminded of rules at orientation and during weekly meetings.
2. Students may be held financially accountable for any damage they cause to the property of their host family including but not limited to their home, household items, recreational equipment, and automobiles. Deliberate damage and vandalism will result in immediate dismissal from the program.
3. Students who wish to change their homestay placement must follow the RMISP process before a move is granted. Unless there is an urgent safety concern, students and host families are expected to meet separately with RMISP staff and then together in a mediated conversation meant to improve communication, cultural understanding, and finding resolution. Students are not granted homestay moves upon request, without reason, or without going through the process.
4. Students must participate in mandatory group and/or individual meetings with the Homestay Coordinator to receive Program information and/or evaluate and support the ongoing success of the homestay placement. Students may also need to be available for in-home visits/meetings if necessary. Students must also complete surveys designed to give Program administration feedback on the student's in-school and homestay experience.

5. The Program reserves the right to move students without notice if a Homestay Coordinator or Program/school administration believes the student's health, safety and/or security is at risk. Students may also be moved (on short notice or otherwise) in cases of emergencies or other extenuating circumstances as deemed necessary by a Homestay Coordinator, the Program, or school administration. Temporary placements may be required and students may be placed in alternate homes until permanent arrangements can be made.
6. Students are responsible for their own debts, conduct, and actions while participating in the Program. Students must not ask host parents for use of their credit cards, to borrow money from, or lend money to host family members.
7. Students are not permitted to make private homestay or travel arrangements, pay host families directly, or negotiate alternate arrival/departure dates or arrival/departure locations. ALL such requests must go through RMISP staff.

STUDENT PARTICIPATION TERMS AND CONDITIONS

As an international student participating in the RMISP, I agree to the following:

1. I will obey the conditions of my Canadian Visa and Study Permit and the laws and rules of British Columbia, Canada, the International Student Program Legal Agreement, School District, and the host school Student Code of Conduct.
2. I will not buy, use, or possess alcohol, cannabis, tobacco and vaping products, or illegal drugs. I will never keep any alcohol, cannabis, tobacco and vaping products or illegal drugs in my homestay or my school locker. If I break these laws of Canada, I understand that I will be dismissed from the Program immediately.
3. I will not buy, use, or possess weapons including but not limited to firearms, air guns, knives, or martial arts tools, bear spray, or other dangerous equipment. I will never keep any of these items in my homestay or my school locker.
4. I will choose my friends carefully. I will not attend parties without adult supervision, or any "bush party", nor spend time with anyone who uses alcohol, cannabis, illegal drugs, or weapons. I understand that I may be dismissed from the Program and sent home if RMISP staff determine I am engaging in unsafe behaviors and choose to seek out and/or regularly spend time with people who are not a good influence.
5. I will work hard to complete my schoolwork and be successful at school. I agree to complete all homework, projects, assignments, and attend all scheduled tests.
6. I will maintain a minimum C average in all classes (60-66%) and satisfactory work habits.
7. I will attend all classes every school day, unless I am sick or attending an approved field trip. I understand my host parent (not my agent or natural parent) must call the school to excuse me if I miss any classes. If I choose to skip classes, I will be subject to Letters of Expectation, probation, or dismissal.
8. I will complete my own schoolwork and not submit the work or ideas of another person (friends, other students, the Internet, books, etc.) as my own in any academic assignments in my courses. I understand that copying someone else's work is **plagiarism** and is forbidden. I understand that doing so may lead to receiving 0% on the assignment and a Letter of Expectation or probation.

9. I will not own, rent, or personally drive a motor vehicle, off road vehicle, snowmobile, etc. I will not attempt to obtain a learner's permit and/or driver's license while in Canada.
10. If I wish to arrange any travel outside my local community, I will contact my Homestay Coordinator well in advance of the trip to request permission (minimum of 5 business days).
11. I will respect my host family and obey their rules. I will respect RMISP and School District staff. I will act respectfully while out in the community. I understand that I represent the School District, RMISP, and my home country while in Canada.
12. If I break something that belongs to my host family or damage their house, property, furniture, or personal belongings, I understand I am responsible for the cost of repairs or replacement. I understand that vandalism or intentional damage will lead to my dismissal.
13. I will leave Canada at the end of my study period as per the Program's departure dates. I will not attempt to make any alternate arrangements with my host family or others.
14. I will always respect cultural differences. I understand that discrimination based on nationality, gender, politics, or religion is illegal in Canada.
15. I understand that I must obey all of the above rules and those in the International Student Handbook, or I will be subject to increasing levels of discipline and/or potentially dismissed from the Program.

Sign and complete the Agreement below:

I, _____, [NAME OF PARENT/GUARDIAN #1]

AND

I, _____, [NAME OF PARENT/GUARDIAN #2]

APPLY FOR THE ADMISSION OF _____ (PRINTED NAME OF STUDENT). I HAVE READ AND UNDERSTOOD **ALL** SECTIONS AND TERMS OF THIS AGREEMENT. I AGREE TO COMPLY WITH THIS AGREEMENT IN FULL AND THAT THESE TERMS AND CONDITIONS ARE BINDING ON ME AND MY CHILD.

SIGNATURE OF PARENT/GUARDIAN #1

TODAY'S DATE

SIGNATURE OF PARENT/GUARDIAN #2

TODAY'S DATE

I, _____, (PRINTED NAME OF STUDENT) HAVE READ AND UNDERSTOOD **ALL** SECTIONS AND TERMS OF THIS INTERNATIONAL STUDENT LEGAL AGREEMENT IN FULL, AGREE TO COMPLY WITH THIS AGREEMENT, AND THAT THESE TERMS AND CONDITIONS ARE BINDING ON ME AND MY PARENT(S).

SIGNATURE OF STUDENT

TODAY'S DATE