



# CONTRACT OF CONTINUOUS ENROLMENT

## Contract of Enrolment

Student Last Name

Student First Name

Enrolment Start Date

Grade on Enrolment Start Date

Date of Birth (mm/dd/yyyy)

## Continuous Enrolment

By entering into this Contract of Continuous Enrolment (the "Contract") with Fraser Academy, I agree to enrol the above named student (the "Student"), of whom I am the legal guardian (the "Parent"), as a student of Fraser Academy ("Fraser Academy" or the "School") beginning on the Enrolment Start Date stated above, in accordance with the terms and conditions stated in this Contract.

I understand that this Contract shall begin on the date of signature and shall renew automatically for each successive school year until the Student's graduation from Fraser Academy, or unless otherwise terminated in accordance with the terms of this Contract.

## Payment of Fees

I agree to pay all tuition fees ("Tuition Fees") and other expenses (together "Fees") set out in Fraser Academy's financial handbook in force from time to time (including its appendices, together the "Financial Handbook"). I have read and understood the Financial Handbook.

I agree and understand that the terms and conditions of the Financial Handbook form part of this Contract and that the School may rely on the terms set out in the Financial Handbook as being part of this Contract between the parties. I acknowledge that the Financial Handbook may be updated periodically, and I agree to accept liabilities outlined therein. I understand that any updates shall be shared with Parent(s) no later than two weeks prior to the date on which the 1<sup>st</sup> Instalment of Tuition Fees is due for any given school year.

I further understand that the Student's account, behaviour and academics must be in good standing to be enrolled at Fraser Academy, and that the Student's account, behaviour and academics must remain in good standing throughout each year to maintain enrolment.

I shall pay the 1<sup>st</sup> Instalment of Fees for any upcoming academic year on or before the 1<sup>st</sup> Instalment Date stated in the Financial Handbook's Appendix 1: Tuition Fee Schedule. Payment of the 1<sup>st</sup> Instalment shall indicate acceptance of the terms stated in the Financial Handbook and shall reserve a space for the Student for the relevant upcoming school year, and is non-refundable. I understand that late payment of Fees may result in the Student's space being offered to another student.

### Determination of Tuition Fees

I acknowledge that the Fees payable by me are determined by Fraser Academy according to a number of factors, including:

- standard annual fee increases to take into account increased expenses and costs, as is expected in the normal course, in which case parents will be notified no later than two weeks prior to the date on which the 1<sup>st</sup> Instalment of Fees falls due;
- the grade the Student is entering, and whether the Student will receive 1:1 Learning Services or Group Learning Services – all as determined by Fraser Academy; and/or
- whether Fraser Academy will receive certain grants (the “Grants”) from:
  - the BC Ministry of Education for the Student – qualification for which is determined solely by the Ministry of Education’s guidelines and takes into account, amongst other factors, Canadian citizenship/landed immigrant status, Parent’s province of residence, psycho-educational testing acceptable to the BC Ministry of Education, the Student meeting the BC Ministry of Education’s attendance requirements, the Student’s age, and other factors as determined by the British Columbia Government and/or INAC Nominal Roll System, from time to time in force; and
  - in the case of First Nations Students living on reserve, educational grant funding payable to the Student’s Band Office; or
  - such other funding sources as may be available from time to time.

If the Student does not qualify for some or all of the Grants for any school year, then I agree that the Fees will increase by the amount of the disqualified Grant(s) (the “Grant Shortfall”) and the Fees for which I am liable will be adjusted accordingly to meet the Grant Shortfall.

**For First Nations Students only:** I understand that First Nations Students living on reserve do not qualify for Grants from the BC Ministry of Education but that their Band may receive educational Grants through the INAC Nominal Roll System. If the Student is First Nations living on reserve, as the Parent, I understand that in order to be eligible for INAC Nominal Roll System funding, the Student must comply with the Student’s Band of Residence INAC Nominal Roll requirements, which may include (but are not limited to) regular attendance. As the Parent I acknowledge responsibility for ensuring the Student understands these requirements and complies with them. I understand the Student or the Band may pay the Fees directly to Fraser Academy but the obligation to pay and keep the Student account in good standing remains on the Parent whether or not the Band provides funding (even if the Parent expected to receive funding from the Band, or had funding withdrawn from the Band for any reason).

### Fraser Academy’s Obligations

Fraser Academy will provide the Student, primarily at the School’s facilities, with an educational program in accordance with the School’s values and educational curriculum (the “Program”). The Program will comply with the requirements of the Independent Schools Act, and any applicable Educational Standards Order from time to time in force.

Fraser Academy shall provide the Student with an Individual Education Plan (“IEP”), updated during each school year, as part of the Program. Fraser Academy will develop the Student’s IEP and will provide the Parent with a reasonable

opportunity, as determined by the School, to review and provide input. The Student's Psycho Educational Assessment provides valuable information which helps inform the Student's IEP, and provides teachers with detailed, impartial information on how to best accommodate the Student's learning needs. It is also used to determine provincial assessment accommodations for Senior School students. In order to maintain the Student's continuous enrolment and to help ensure their individual learning needs can be met, Fraser Academy reserves the right to require that Parents arrange and pay for an independent registered psychologist to complete a full Psycho Educational Assessment every five years (or sooner, if requested by the School, to address specific purposes).

The School may apply to the BC Ministry of Education for supplementary special needs funding to support the School in achieving the Student's goals and outcomes, as set out in the IEP. If the School applies for and receives such supplementary special needs funding, Fraser Academy shall determine, in its sole discretion, how to allocate such funding.

### Termination of Contract

This Contract shall remain in force until the earlier of:

- the Student graduating from Fraser Academy; or
- termination of the Contract by the Parent at any time following submission to Fraser Academy of a completed Withdrawal Notice (see Financial Handbook Appendix 2: Withdrawal Notice, along with details regarding Fees that may become due upon withdrawal); or
- termination of the Contract by Fraser Academy giving written notice in the following situations:
  - if, in the opinion of Fraser Academy, the Student is not responding appropriately to Fraser Academy's program of instruction or acts disruptively, to the detriment of other students;
  - if the Parent or Student contributes to a situation that, in Fraser Academy's opinion, jeopardizes the building of positive and mutually respectful relationships within the Fraser Academy community;
  - for breach of Fraser Academy's Community Standards, policies or procedures, expectations or other prohibited behaviours, including conduct inconsistent with the School's mission statement and/or core values, policies and/or procedures.
  - if the Parent fails to disclose any conditions, including but not limited to medical and psychological diagnosed conditions or treatments, or if the Parent has provided inaccurate, misleading, or incomplete information regarding a Student on a registration form, student information update, or in any communication with Fraser Academy;
  - if the Student is not living with a parent or legal guardian while attending school;
  - if the Student's account is not in good standing in respect of a prior, current or upcoming school year;

- if the Student is not enrolled in BC Medical Services Plan (MSP) (or in the case of international or out-of-province students, if the Student does not have adequate and valid alternative private insurance in place during the wait period that applies for international and out-of-province students wishing to obtain MSP coverage);
- if in Fraser Academy’s opinion, the well-being of the School or a School community member would be prejudiced by the Student’s continued presence; and/or
- **For newly accepted students** (including students who are re-enrolled following a previous withdrawal or dismissal from the School): termination of the Contract by Fraser Academy at any time, if, in Fraser Academy’s reasonable opinion:
  - the Student’s final school reports for the academic school year immediately preceding the Enrolment Start Date are deemed unsatisfactory as regards attendance, academic achievement, behaviour and/or other matters. Note that the Parent must submit the final school reports to Fraser Academy (admissions@fraseracademy.ca) by June 30 prior to a September Enrolment Start Date); or
  - following evaluation of the Student and discussion with the Parent during the first year of enrolment at Fraser Academy, Fraser Academy determines that the Student’s enrolment has not been a success.
- **For international students only:** termination of the Contract by Fraser Academy if the Student does not have a valid student visa and/or study permit to attend school. Note that the Government of Canada requires all non-Canadian students to have a valid student visa and/or a study permit before entering school. Families may request a letter of enrolment to be provided by Fraser Academy in support of a visa and/or study permit application (or re-application), provided that all Fees for the current (if applicable) and upcoming school year have been paid in full. Students are responsible for obtaining their own visas and study permits; and/or
- if Fraser Academy determines that no other sanction is appropriate in the circumstances.

I understand that if Fraser Academy intends to terminate the Contract for any of the above reasons, then the Parent may respond within 10 calendar days in writing and/or meet with Fraser Academy to request that Fraser Academy reconsiders the termination. During this 10 calendar day interim period, Fraser Academy may, at its discretion, suspend the Student from Fraser Academy and request that the Student does not attend any Fraser Academy programs or events. If the Parent does not make a request to Fraser Academy to reconsider within 10 calendar days after receiving the notice, then Fraser Academy may terminate the Contract.

### Payment Obligations Following Termination

In the event that the Parent or Fraser Academy terminates the Contract, the obligations on the Parent to pay any Fees due or outstanding shall survive termination of the Contract.

The amounts immediately due upon termination shall be in accordance with the terms set out in the Financial Handbook.

Fraser Academy shall not refund any monies previously paid, or to be paid, or reduce the Fees (in whole or in part) in any way if a Student withdraws from Fraser Academy, is absent for any reason, or if the parent or School terminates the

Contract for any reason.

Fraser Academy will not re-admit a Student, or the Student's sibling at the start of, or during any school year, unless the Student's account from any previous, current and future year is in good standing.

### Acknowledgement of Risk and Consent Forms

I acknowledge that by enrolling in Fraser Academy, the Student may participate in a wide range of academic, recreational, sporting and cultural programming activities, both onsite and offsite as part of the Program. I understand that there are risks associated with such activities and that I will be required to consent to lower risk activities when I complete the annual student information update. I acknowledge that higher risk activities may require specific consent to be granted by me, prior to the Student participating in the relevant activity.

### Photo and Media Usage

I understand and acknowledge that:

- Fraser Academy is proud to showcase its Program and the talents and abilities of its students, and that photos and videos are an important part of documenting school life;
- Pictures and videos are stored on platforms such as Vidigami which is a private, secure service used to preserve, manage and share digital media taken at Fraser Academy. Families will have access to the photos taken at school via this secure portal;
- Videos are also stored on platforms such as Vimeo and YouTube, which allow for public or password protected sharing;
- Photos and media may be displayed throughout the school and at venues of school events, on print and digital signage, and materials included in the annual yearbook and shared in the School's mailers, letters, invitations, e-newsletters and emails. I consent to the School's usage of student photos, videos and other media in this way; and
- Consent will be obtained on an annual or ad-hoc basis prior to using the Student's photo, video, and other media in Fraser Academy's external promotional materials, including digital or print advertisements, posted on the School's websites or social media accounts.

As a parent, I shall ensure that:

- Password-protected content found on platforms, such as Vidigami and Vimeo, that includes a child other than my own, is not shared publicly or on social media without consent from that child's parent.

### Personal Information Protection

Any personal information collected by Fraser Academy in the process of enrolling, registering and educating the Student (including entering into this Contract) is subject to Fraser Academy's Privacy Policy and law. I acknowledge that personal information about the Student, including academic achievement, behavioural information and financial standing, is routinely and necessarily disclosed to and used by faculty (teachers and learning specialists), counsellors and administrators at Fraser Academy to record the Student's academic progress, plan lessons and program content, and identify and provide student support. Fraser Academy shall put reasonable safeguards in place to ensure the accuracy, retention, access to, and disclosure of the personal information, as required by law. Specific student accounting information will not be released to any individual who is not a Parent or administrator of Fraser Academy.

## Agreement

By signing below:

- I agree to support the policies, procedures, guidelines, standards and regulations of the School from time to time in force. I agree to ensure that, as far as possible, my child understands them and the need to comply with them, and that my child meets any expectations and guidelines applicable to Students.
- I agree to follow the terms of the Financial Handbook as updated by Fraser Academy from time to time.
- I confirm that I am legally authorized to enter into this Contract to enrol the Student and that I have the right to make decisions about the Student’s education. By entering into this Contract, I am not in breach of any custody agreements or court order relating to the Student.
- I agree to all the terms and conditions stated above, including the terms and conditions of the Financial Handbook in force at the time of signing, and as may be amended from time to time.

Print name

Relationship to Student



Signature

Date of Signature (mm/dd/yyyy)



If additional signatories are required (for example, in joint custody agreements), please ensure that such additional signatories sign below to acknowledge their agreement to the terms and conditions noted above:

Print name

Relationship to Student



Signature

Date of Signature (mm/dd/yyyy)



Frans Ang, Business Manager, Fraser Academy

Date of Signature (mm/dd/yyyy)



Maureen Steltman, Head of School, Fraser Academy

Date of Signature (mm/dd/yyyy)