

# **AP** A14 Non-Resident/Fee-Paying Student Registration

Legislative References:School Act section 82(1) Ministry of Education and Child Care Policy:<br/>Eligibility of Students of Operating Grant FundingPolicy Reference:Policy 3.30 Fee Paying StudentsCollective Agreement References: NoneDate:Date:February 20, 2025

Section 82(1) of the *School Act* requires the District to provide resident students with an educational program free of charge. Under the *School Act*, a student is resident in British Columbia if the student and the guardian of the student are ordinarily resident in British Columbia.

The District supports and encourages enrollment of non-resident students at no cost to the Board of Education and British Columbia taxpayers. Students funded by the Province who reside in the Gulf Islands School District catchment, including students who have refugee status or are refugee claimants, will be given priority for space, support and resources before non-resident students are enrolled.

# **Definition**

**Non-Resident Student** – Students who are required to pay fees in order to receive an educational program in the District. These students may be International or Out of Province students.

**International Students** - Students who are neither Canadian citizens nor have permanent residence status are considered International students. The British Columbia Ministry of Education and Child Care does not provide funding for International students. Fees are charged to cover costs of education.

**Out of Province Students** – Students who have Canadian citizenship, permanent resident status but are either not ordinarily resident in British Columbia or have guardians who are not ordinarily resident in British Columbia.

**Exchange Students -** International student exchanges are sponsored by the District or private organizations sanctioned by the Board whereby International students are admitted to the District in exchange for similar services being provided to our students abroad. An "exchange" student is one involved in a reciprocal exchange, (there are equal numbers in-coming and outgoing District students). The District receives funding for this student and tuition fees are not charged.

This administrative practice does not pertain to resident or exchange students.



# <u>Processes</u>

# 1. Application

- 1.1. To apply for admission to the district, unless otherwise arranged (e.g. student returning upon invitation), students must:
  - 1.1.1. Apply from their country of residence;
  - 1.1.2. Complete a District registration form, including official (notarized) academic transcripts and supporting documentation;
  - 1.1.3. Submit a non-refundable application fee (regularly \$500);
  - 1.1.4. Be accepted in writing by School District No. 64;
  - 1.1.5. Make their own visa and study permit arrangements;
  - 1.1.6. Make their own or custodial living arrangements;
  - 1.1.7. Make their own travel arrangements;
  - 1.1.8. Submit a signed student admission agreement (student and legal guardian).

# 2. Admission

- 2.1. Admission of non-resident students must be in accordance with policy, procedures and regulations set out by the Board, the Ministry of Education and Child Care, and Citizenship and Immigration Canada.
- 2.2. Non-resident students may be enrolled as full-time students at the elementary and secondary levels for a fee if they are accepted following an application process and are prepared to meet the following conditions:
  - 2.2.1. Non-resident students must demonstrate a level of English proficiency and academic ability such that additional services are not required. An English language proficiency assessment may be required, at the expense of the applicant.
  - 2.2.2. Live with their parent(s), guardian(s), or custodian who will maintain appropriate adult (over twenty-five (25) years of age) supervision throughout the study period.
  - 2.2.3. Comply with the requirements of Citizenship and Immigration Canada;
  - 2.2.4. Submit full payment of the appropriate fees for the program.
  - 2.2.5. The student must participate in the BC Medical Service Plan (BC MSP) and is responsible for covering the monthly cost. During the wait period for BC MSP coverage to begin, International or non-resident students should carry private insurance during this wait time.
- 2.3. The District reserves the right to place a student in the school with the most appropriate program and available space.



- 2.4. In instances where a non-resident student requires specialized services an assessment will be conducted, a learning plan developed and additional fees for service will be assessed and paid in full before commencement of the program.
- 2.5. In instances where a non-resident student participates in a district program where additional costs are associated to cover supplies, examinations, etc. (e.g. International Baccalaureate) additional fees for service will be assessed and paid in full before commencement of the educational program.
  - 2.5.1. Secondary students shall provide documented proof of satisfactory academic standing in their country of origin;
  - 2.5.2. Secondary students who wish to register in the academic program leading to BC graduation must demonstrate a level of proficiency in English, appropriate to this objective.
- 2.6. Principals considering enrolling a non-resident student new to the District will inform the Superintendent, prior to registering such students, to ensure all required admission requirements are completed, and students are appropriately registered.
- 2.7. Principals may then register non-residents students new to the District upon presentation of a letter of acceptance from the Superintendent or their designate.
- 2.8. Tuition will be based on the published Ministry calculation for student operating grant and special programs funding.

# 3. Placement

- 3.1. Placement of students in schools and/or programs, shall be the prerogative of the District and will be based on age, assessment results and previous school experience.
- 3.2. School and program placement shall consider a district assessment of student aspiration, academic records, demonstrated academic competence, English proficiency, age, and space within our Elementary and Secondary Schools.
- 3.3. Placement within the district is a privilege; and students are required to accept and follow the rules established, including specific district rules and school codes of conduct. Students are required to:
  - 3.3.1. abide by the laws of Canada and British Columbia;
  - 3.3.2. make a reasonable effort to achieve academic success while attending; and



3.3.3. obey the terms and conditions described on any study permit issued by Immigration, Refugees, and Citizenship Canada.

# 4. Refunds of Fees

- 4.1. Requests for refund must be made in writing and addressed to the Secretary Treasurer. Refund requests should include any relevant documentation supporting the basis for the request. Additional documentation may be required to assess the request.
  - 4.1.1. The District reserves the right to refuse any request for a refund, regardless of the reason for the request, if the request is received less that fourteen (14) days prior to the commencement of the educational program.
- 4.2. Refunds shall not be issued with respect to students who:
  - 4.2.1. are dismissed from the educational program or required to withdraw due to their own inappropriate behaviour, such as where the student fails to comply with the School's Code of Conduct, applicable laws, or the policies or practices of the District; or
  - 4.2.2. are removed from the educational program because information provided in their application for enrollment is determined by the District to be false or misleading, including undisclosed illness, medical or mental health conditions, or educational needs; or
  - 4.2.3. withdraws at any time after the commencement of studies (defined as the first day of classes).
- 4.3. Refunds are not available for administrative fees that are paid to the School District for receiving and processing a student's application or enrollment.
- 4.4. When a refund will be considered, reimbursements will be provided as follows:
  - 4.4.1. 100% of tuition if the student's application for a study permit is rejected by Canadian Immigration. A copy of the letter of rejection must be included with the request for a refund;
  - 4.4.2. 100% of tuition if a student is unable to travel due to travel restrictions, such as border closures due to pandemic or natural disaster;
  - 4.4.3. 45% of the tuition, if the student withdraws prior to the commencement of studies (defined as the first day of classes);

# 5. Scholarships

5.1. International students are not eligible to write Provincial scholarship examinations and may not compete for local scholarships.



## 6. Dismissal Process

- 6.1. Students may be dismissed or their invitation to renew their placement may be withheld if the student:
  - 6.1.1. Has demonstrated less than satisfactory academic performance due to lack of effort or attendance;
  - 6.1.2. Has been involved in a number of minor rule or code of conduct infractions;
  - 6.1.3. Has broken the law;
  - 6.1.4. Has committed a serious violation of a school rule/school code of conduct affecting the safety of others;
  - 6.1.5. Is unable to sustain an academic program due to mental or physical health;
- 6.2. Dismissed students and those who have not been invited to return will be notified of the District's decision in writing. This correspondence will outline the reasons for the decision.
- 6.3. A student who violates a minor rule will be advised of such. A warning will be issued outlining the violation and the expected behaviour. The student will be given appropriate assistance to achieve such behaviour. Should rule violations persist after warnings, the student will be advised in writing of the violation(s), the expectations for correction, appropriate timelines for correction and the parents/guardians or local custodian of the student will also be informed.
- 6.4. Parent(s)/guardian(s) and the student shall be given the opportunity to respond to concerns, to propose remedies or to provide additional information.
- 6.5. Letters of dismissal will be forwarded to the parent or legal guardian.
- 6.6. When a student is dismissed, timely arrangements will be made with the parent(s)/guardian(s) to withdraw the student from the school;
- 6.7. Where applicable, copies of Letters of Dismissal for Cause shall be made available to Immigration, Refugees and Citizenship Canada.
- 6.8. Students and their parent/guardian(s) may appeal this decision to the Board of Education, under Bylaw No. 3 Section 11 Appeal Procedures.



End Date: \_\_\_\_\_

## (on District letterheard)

## Letter of Acceptance and Admission Agreement

Dear [Student Name] and Family,

Congratulations! We are pleased to confirm that [Student Name] has met all conditions for acceptance and will be registered to attend Gulf Islands School District as a fee-paying/non-resident student for the [academic year/session]. To finalize enrollment, we require that you review the terms and conditions below, which outline the expectations and obligations associated with this acceptance, as specified in Administrative Practice A14: Non-Resident/Fee-Paying Student Registration.

Start Date: \_\_\_\_\_\_

**Tuition Fees:** \$<u>[tuition fees]</u>. To complete the registration process, tuition fees and any additional program-related fees (e.g., for specialized services or programs) must be paid in full prior to the anticipated start date indicated above.

Superintendent/designate:		Date:	
	signature		
cc. [principal], [school]			

## **Conditions and Obligations**

By signing this agreement, you acknowledge and agree to the following:

## 1. Compliance with Laws and District Policies

- [Student Name] must abide by the laws of Canada and British Columbia.
- [Student Name] must comply with the Gulf Islands School District Code of Conduct, specific school rules and the conditions of any study permit issued by Immigration, Refugees, and Citizenship Canada (IRCC).

## 2. Academic and Attendance Standards

• [Student Name] must attend school regularly and make a reasonable effort to achieve academic success while attending.

## 3. Placement in School or Program

- The District reserves the right to place [Student Name] in the school and program deemed most appropriate based on their age, assessment results, academic records, English proficiency, and previous school experience.
- Placement is contingent on available space within Gulf Islands Elementary or Secondary Schools.



## 4. Living Arrangements

• [Student Name] must live with their parent(s), guardian(s), or a custodian who is at least 25 years of age and will provide appropriate supervision throughout the study period.

## 5. Health Insurance

- [Student Name] must participate in the BC Medical Services Plan (BC MSP) and is responsible for covering the monthly cost.
- Private insurance must be maintained during the waiting period for BC MSP coverage.

## 6. English Language Proficiency

• [Student Name] must demonstrate sufficient English proficiency and academic ability such that no additional services are required. If necessary, an English language proficiency assessment must be completed at the applicant's expense.

## 7. Refund Policy

- Refunds of tuition and fees will follow the terms outlined in AP A14: Refunds of Fees:
  - 100% of tuition will be refunded if a study permit application is denied (with documentation).
  - o 100% of tuition will be refunded if travel restrictions prevent attendance.
  - 45% of tuition will be refunded if withdrawal occurs before the commencement of studies (first day of classes).
- No refunds will be issued for:
  - Administrative fees.
  - Withdrawal after the commencement of studies.
  - Dismissal for inappropriate behavior, non-compliance with rules, or false/misleading information in the application.

## 8. Behavioral Expectations and Dismissal

- Students must follow the rules established by the District, including school-specific codes of conduct.
- Violations such as unsatisfactory academic performance, attendance issues, or rule infractions may result in dismissal.
- The District reserves the right to notify IRCC of any dismissal where applicable.

## Acknowledgment and Agreement

We ask that both the parent/guardian and student carefully review this letter and sign below to confirm understanding and agreement to the terms of this program. Please return the signed agreement by [deadline date].

		Date:
print	signature	
		Date:
print	signature	
	,	,,