



## INTERNATIONAL STUDENT AGREEMENT

Please review this document carefully. This document creates a legally binding agreement for Refund of Fees by the Board of Education of School District No. 8 (Kootenay Lake)'s International Programs. This document must be signed by either the student's Natural Parent/Legal Guardian or upon consent of the student's Natural Parent/Legal Guardian, by the Agent/Representative who will assume all financial responsibilities with the Kootenay Lake School District.

### Schedule A - Refund of Fees

The Board of Education of Kootenay Lake School District No. 8 ("School District" or "we", "us" or "our") is pleased to offer to international students an opportunity to attend and participate in educational studies in British Columbia (each an "Educational Program"). This document explains our procedures for refunding fees when a student enrolls in an Educational Program and later seeks to withdraw.

These procedures may change from time to time, 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 the Agreement will govern.

1. **Relationship to Agreement.** This Schedule forms part of the agreement ("Agreement") to which it is appended, which is between the School District and the parents/guardians of a student ("Student") for the provision of an educational program to the Student (the "Educational Program").
2. **Scope.** This Schedule governs requests for refunds of payments that have been paid to the School District on behalf of the Student including by his/her parents/guardians under the Agreement (the "Fees"). This Schedule does not apply or impose any obligation on the School District to refund or reimburse any amounts paid by on behalf of the Student including by his/her parents/guardians to third parties.

### Making a Request for Refund

3. **Applications for Refunds.** A request for a refund of Fees paid to the School District may be made, excluding the Non-Refundable Fees listed in section 4, (the "Program Fees") in the event that the Student voluntarily withdraws or is withdrawn from the Educational Program.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.

4. **Non-Refundable Fees.** The following Fees are not refundable (“**Non-Refundable Fees**”) in any circumstances and regardless of the reason for a student’s cancellation or withdrawal:
  - i. 2020/2021 Application Fee
  - ii. 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) (“**Third Party Payments**”).

### When Refunds are Not Available

5. Refunds shall not be issued for 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; or
  - c. submits a request for a refund more than 30 days after the commencement of the Educational Program.
6. **Eligibility.** The School District will refund Program Fees with respect to a withdrawing Student in accordance with the following terms, and subject to the limits set out in this Schedule. 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;

- 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 at least 14 days prior to the commencement of the Educational Program.
7. **Refund Request Deadlines:** Program Fees are not refundable if notice of cancellation or withdrawal is provided to the School District less than 14 days prior to the commencement of an Educational Program.

### When Refunds will be Considered

8. **Calculation of Refund Amount.** The Student and his/her parents/guardians acknowledge that the withdrawal of the Student from the Educational Program will cause the School District to incur loss, including loss of income and the costs and expenses associated with the Student's placement and intended provision of an Educational Program. The School District reserves the right to limit the refunded Program Fees to offset its own losses and expenditures arising from the Student's withdrawal from the Educational Program. In the ordinary course, the following limits will be applied to a refund of Program Fees:
- a. Two-thirds (2/3) of the Program Fees will be refunded in the event that the withdrawal is submitted less than 90 but more than 60 days prior to the commencement of the Educational Program;
  - b. One-half (1/2) of the Program Fees will be refunded in the event the withdrawal is submitted less than 60 but more than 30 days prior to the commencement of the Educational Program; and
  - c. One-quarter (1/4) of the Program Fees will be refunded in the event the withdrawal is submitted less than 30 days but more than 14 days prior to the commencement of the Educational Program.

\* The reduction in amount of Program Fees refunded may differ depending on the program area. Please refer to your contract with the School District for more information.

9. If a Student and the parent 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 Educational Program such that they are entitled to an educational 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 Educational Program.

10. **Cancellation or Interruption by the School District.** 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:
  - a. A full refund of the Program Fees in the event that the School District cancels the Educational Program prior to its commencement.
  - b. 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.
  - c. No refunds shall be issued under this section 9 if the Student withdraws prior to cancellation by the School District. For greater clarification, the School District will not refund the Non-Refundable Fees.
11. **COVID Delays or Interruptions** - We are 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 any associated public health requirements, travel restrictions, civil unrest or operational closures.
12. In anticipation of the possibility that an Educational Program maybe disrupted due to COVID-19 related causes, we encourage students to obtain appropriate insurance coverage to address any and all possible losses, including the loss of travel or other expenses incurred by the Student in contemplation of his/her attendance and participation in the Educational Program. The School District shall not be liable for any such losses or expenses.
13. In the event of a disruption or delay in an Educational Program, the School District will make reasonable efforts to resume delivery of the Educational Program as soon as we can do so safely and in accordance with legal requirements and public health guidance. We reserve the right to facilitate delivery by making changes to the Educational Program, such as by delivering the services by alternative means.

**Delays and Interruptions - Force Majeure**

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.

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Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**OR:**

\_\_\_\_\_  
Agent/Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Agent/Representative

\_\_\_\_\_  
Company Name of Representative