

Le Jardin Academy
Tuition Protection Plan (2020-21)
Terms and Conditions

The Le Jardin Academy Tuition Protection Plan (“TPP”) covers:

- Withdrawal for medical reasons;
- Withdrawal for other than medical reasons; and
- Dismissal from the school.

Your financial obligation to the school is for the full annual tuition as stated in the enrollment contract. The school cannot refund tuition or cancel unpaid obligations if your child withdraws during the academic year. If your child withdraws, the TPP will provide financial assistance in meeting your financial obligations. The TPP fee is due with the first tuition payment for the school year.

Withdrawal for medical reasons. The plan will pay 100% of the unused yearly protected fees, provided the student’s injury or sickness forces a student to withdraw from school or medical absence lasts for more than four consecutive days. This is for any physical disability certified to and treated by a legally qualified physician.

The plan will pay 60% of the unused yearly protected fees, provided the student’s mental health condition forces the student to withdraw from school or medical absence lasts for more than four consecutive days. This is for any mental or nervous disability certified to and treated by a legally qualified psychiatrist or physician.

Withdrawal other than medical reasons. The plan will pay 60% of the unused yearly protected fees provided the student has withdrawn from school after attending more than 14 consecutive instructional days beginning with the student’s first class day of attendance in the academic year. Examples include job relocation, change of objective, financial hardship and voluntary withdrawals.

Dismissal from the school. The plan will pay 75% of the unused yearly protected fees provided the student is dismissed from the school after attending more than 14 consecutive calendar days beginning with the student’s first class day of attendance in the academic year.

Definitions and conditions.

The “academic year” (also referred to as “period of coverage”) upon which any payments are based consists of the actual calendar days in the school year (including weekends, holidays or vacations) beginning with the first day of formal academic instruction (excluding pre-season athletic practice, orientation, registration and graduation days) and ending with the last day of formal academic instruction, including examinations.

“Withdrawal or absence for medical reasons” means complete, involuntary severance from class as certified to and regularly treated during the period of coverage by a legally qualified medical practitioner, not related to the student.

“Withdrawal for other than medical reasons” means complete, voluntary severance from classes for their balance of the academic year.

“Dismissal” means complete, involuntary severance from classes by the school authorities for scholastic or disciplinary reasons for the balance of the academic year.

“Unused yearly protected fees” means the portion of the protected fees paid or payable by the protected student/parent for the remaining time in the current school year after the student’s withdrawal or dismissal (i.e., the prorated tuition protected from the date of separation to the date to the end of the academic year).

Period of coverage. Coverage is effective under the plan as follows.

- Medical: from August 1 to the last day of the academic year;
- Non-medical dismissal: for the entire academic year after meeting the 14 day attendance requirement; and
- Late entering students who commence classes after opening day may enroll in the TPP provided fee is paid within ten days after starting classes. Medical coverage begins on the date the fee is received. Non-medical coverage is effective after the student has satisfied the 14 day attendance requirement.

Exclusions. Not covered under the plan.

Medical withdrawal absence due to:

1. war or any act of war;
2. taking part in a riot;
3. pregnancy and/or childbirth;
4. use of any drug, narcotic or agent that is similarly classed or has similar effect unless given by and while under the care of a doctor;
5. suicide or intensely self-inflicted injury or self-inflicted sickness;
6. alcoholism or use of alcohol;
7. nuclear reaction; radiation or radioactive contamination;
8. failure to attend classes for any reason other than injury or sickness; and

9. injury or sickness (including mental health conditions) if during the 180 days preceding and including the coverage effective date, there was medical care, advice, consultation or treatment for the condition, or symptoms of the condition were present.

Withdrawal for other than medical reasons or dismissal due to:

1. being inducted in the armed forces or being assigned alternative duty in lieu of active military service;
2. any hostile or warlike action;
3. rebellion, riot or civil commotion;
4. any order of a de jure or de facto governmental or sovereign power directed to the student;
5. nuclear reaction, radiation or radioactive contamination;
6. destruction of any school facility due to any cause;
7. inability of the school to operate and provide formal academic instruction including closure for any reason;
8. temporary non-medical absences, suspensions, or schedule reductions;
9. boycotting of classes by the student;
10. completion of the academic requirements or early graduation; and
11. any withdrawal or dismissal prior to or within the first 14 consecutive calendar days beginning with the student's first class day of the academic year.

Notes: i) medical benefit period ends immediately upon student's resumption of classes at any school or by becoming gainfully employed; ii) for medical withdrawals, coverage ceases on the last day of formal academic instruction by the school due to any reason; iii) withdrawal or dismissal must result in the loss of scholastic credit at the school; and iv) the maximum aggregate benefit per protected student for all protection under this policy is a 100% pro rata refund.

A withdrawal letter must be received by the Business Office from the student's parent/legal guardian to initiate processing Tuition Protection Plan payments.