

Student Dispute Resolution and Grade Appeal Policy and Procedure

Vancouver International College Health and Wellness Inc.

#209-7080, River Road, Richmond, BC Canada V6X 1X5

(PTIB Designated #04198)

Dispute Resolution/Grade Appeal Policy and Procedure

2016-10

Name of Policy

Implementation Date

Dean of the Institute, Manager of the institute

2021-05

Position(s) Responsible for Administering this Policy

Date of Last Revision

Policy:

Vancouver International College Health and Wellness Inc. (VICHW) provides an opportunity for students to resolve disputes of a serious nature and grades appeals in a fair, reasonable and equitable manner. Student will not be subject to any form of retaliation as a result of filing a complaint. The student making the complaint may be represented by an agent or a lawyer.

The policy applies to all VICHW students who are currently enrolled or were enrolled 1 year prior to the submission of their concern to the dean.

Procedure for Student Disputes:

1. When a concern arises, the student should first attempt to address the concern with the individual most directly involved such as the instructor. If the student is not satisfied with the outcome at this level, the student should put his/her concern in writing and deliver it to the program manager. If the program manager is absent from work or not available, the student can write to the dean.
2. The program manager will arrange to meet with the student to discuss the concern and desired resolution as soon as possible but within five school days of receiving the student’s written concern.
3. Following the meeting with the student, the program manager will conduct whatever enquiries and/or investigations are necessary and appropriate to determine whether the student’s concerns are substantiated in whole or in part. Those enquiries may involve further discussion(s) with the student either individually or with appropriate VICHW personnel. All communications must be in writing.
4. The necessary enquiries and/or investigations shall be completed and a response provided in writing to all involved as soon as possible but no later than 20 school days following the receipt of the student’s written concerns.

- a. If it is determined that the student's concerns are not substantiated, the Institution will provide a written explanation of the decision and deny the complaint; or
- b. If it is determined that the student's concerns are substantiated in whole or in part, the Institution will propose a resolution.

The response must specify that the student will have five school days to appeal the decision. A copy of the decision and all supporting materials shall be given to the student, a copy will be placed in the Institution's Student Conduct File, and the original will be placed in the student file.

5. If the student is not satisfied with the determination of the program manager, the student must advise the dean as soon as possible but within five school days of being informed of the determination. The dean will review the matter and if necessary, may meet with the student as soon as possible but within five school days of receipt of the student's appeal.
6. The original decision will either be confirmed or varied by the dean in writing within five school days after receipt of the student's appeal or, if a meeting with the student occurred, within five days of that meeting. At this point the Institution's dispute resolution process will be considered exhausted.
7. The school program manager is initially responsible for making a determination in respect of a student complaint, and if the program manager is absent or named in the complaint, the dean will be responsible for making a determination in respect of the student complaint.
8. Students can make a complaint represented by an agent or a lawyer.

If the student is dissatisfied with the result and feels that he or she has been misled by the Institution, he or she may file a complaint with the Private Training Institutions Branch (PTIB).

(<http://www.privatetraininginstitutions.gov.bc.ca>)

Procedure for Grade Appeal:

1. If a student is dissatisfied with a grade received and can provide evidence that a higher grade is warranted he/she should discuss with his/her instructor. The instructor will reconsider the grade and, if warranted, assign a different grade.
2. If the student is not satisfied with the outcome of his/her appeal to the instructor, he/she should submit a written appeal to the program manager.
3. The manager will obtain a copy of the assignment/test in question from the instructor and will have another instructor re-assess the test.
4. If the student achieves a higher grade on re-assessment, the higher grade will be assigned to the student. If the student achieves a lower grade on re-assessment, the original grade will be retained.
5. The grade will be considered final and cannot be appealed.
6. The decisions on the grade appeal will be provided to students within 30 school days of VICHW's receipt of the written appeal.

Vancouver International College of Health and Wellness

Tuition Refund Policy

1. If the institution receives tuition from the student, or a person on behalf of the student, the institution will refund the student, or the person who paid on behalf of the student, the tuition that was paid in relation to the program in which the student is enrolled if:
 - (a) the institution receives a notice of withdrawal from the student no later than seven days after the effective contract date and before the contract start date;
 - (b) the student, or the student's parent or legal guardian, signs the student enrolment contract seven days or less before the contract start date and the institution receives a notice of withdrawal from the student between the date the student, or the student's parent or legal guardian, signed the student enrolment contract and the contract start date; or
 - (c) the student does not attend a work experience component and the institution does not provide all of the hours of instruction of the work experience component within 30 days of the contract end date.
2. The institution will refund the tuition for the program and all related fees paid by the student or a person on behalf of the student enrolled in the program if the student is enrolled in the program without having met the admission requirements and did not misrepresent his or her knowledge or skills when applying for admission.
3. If a student does not attend any of the first 30% of the hours of instruction to be provided during the contract term, the institution may retain up to 50% of the tuition paid under the student enrolment contract unless the program is provided solely through distance education.
4. Unless the program is provided solely through distance education, if the institution receives a notice of withdrawal from a student:
 - (a) more than seven days after the effective contract date and
 - i. at least 30 days before the contract start date, the institution may retain up to 10% of the tuition due under the student enrolment contract, to a maximum of \$1,000.
 - ii. less than 30 days before the contract start date, the institution may retain up to 20% of the tuition due under the student enrolment contract, to a maximum of \$1,300.
 - (b) after the contract start date
 - i. and up to and including 10% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 30% of the tuition due under the student enrolment contract.
 - ii. and after 10% but before 30% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 50% of the tuition due under the student enrolment contract.
5. Unless the program is provided solely through distance education, if the institution provides a notice of dismissal to a student and the date the institution delivers the notice to the student is:
 - If a student withdraws after the start date and up to and including the date on which 10% of the hours of instruction have been provided, the institution may retain 30% of the tuition due under the student enrolment contract.

- If the student withdraws after the date on which more than 10% but before the date on which 30% of the hours of instruction have been provided, the institution may retain 50% of the tuition due under the student enrolment contract.
 - If, on the date the institution delivers the notice of dismissal to the student, the institution has provided 10% or less of the hours of instruction, the institution may retain 30% of the tuition due under the student enrolment contract.
 - If, on the date the institution delivers the notice of dismissal to the student, the institution has provided more than 10% but less than 30% of the hours of instruction, the institution may retain 50% of the tuition due under the student enrolment contract.
6. If the institution provides the program solely through distance education and the institution receives a student's notice of withdrawal or the institution delivers a notice of dismissal to the student and:
 - (a) the student has completed and received an evaluation of his or her performance for up to 30% of the hours of instruction to be provided during the contract term, the institution may retain up to 30% of the tuition due under the student enrolment contract, or
 - (b) the student has completed and received an evaluation of his or her performance for more than 30% but less than 50% of the program, the institution may retain up to 50% of the tuition due under the student enrolment contract.
 7. The institution will refund fees charged for course materials paid for but not received if the student provides a notice of withdrawal to the institution or the institution provides a notice of dismissal to the student.
 8. Refunds required under this policy will be paid to the student, or a person who paid the tuition or fees on behalf of the student, within 30 days:
 - (a) of the date the institution receives a student's notice of withdrawal,
 - (b) of the date the institution provides a notice of dismissal to the student,
 - (c) of the date that the registrar provides notice to the institution that the institution is not complying with section 1(c) or 2 of this policy, or
 - (d) after the first 30% of the hours of instruction if section 3 of this policy applies.
 9. If an international student delivers a copy of a refusal of a study permit to the institution, sections 1(a), 1(b), 4, 7, and 8 of this policy apply as if the copy of the refusal were a notice of withdrawal, unless:
 - (a) the international student requests an additional letter of acceptance for the same program that was the subject of the refusal of a study permit, or
 - (b) the program is provided solely through distance education.

PRIVATE TRAINING INSTITUTIONS BRANCH

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Sexual Misconduct Policy

Vancouver International College Health and Wellness Inc.

#209-7080, River Road, Richmond, BC Canada V6X 1X5

(PTIB Designated #04198)

Sexual Misconduct Policy

2016-10

Name of Policy

Implementation Date

Dean of the Institute, Manager of the institute

2016-10

Position(s) Responsible for Administering this Policy

Date of Last Revision

Policy

Vancouver International College Health and Wellness Inc. (VIC) is committed to the prevention of and appropriate response to sexual misconduct.

Sexual misconduct includes the following:

- sexual assault;
- sexual exploitation;
- sexual harassment;
- stalking;
- indecent exposure;
- voyeurism;
- the distribution of a sexually explicit photograph or video of a person to one or more persons other than the person in the photograph or video without the consent of the person in the photograph or video and with the intent to distress the person in the photograph or video;
- the attempt to commit an act of sexual misconduct;
- the threat to commit an act of sexual misconduct, and
- the inappropriate sexuality boundary between the massage therapists and clients: inappropriate touch / contact, exploitation / abuse of touch, therapeutic intent vs social / sexual response, and so on.

Regulations

1. VIC working and educational environment must be free of sexual misconduct.

2. All employees and students should report any incidents of sexual misconduct and cooperate in the investigation of such complaints.
3. When a complaint of sexual misconduct is made, an investigation must be undertaken in a timely and efficient manner.
4. The standard of proof to be applied in an investigation is whether the reported event(s) occurred within the balance of probabilities. This means that on the evidence provided, the occurrence of the event was more likely than not.
5. The Superintendent will ensure that the provisions of this policy are communicated to all employees and students such that:
 - 5.1. A consistent understanding and expectation is developed regarding no sexual misconduct at CIR.
 - 5.2. The process to resolve complaints of sexual misconduct is understood and used.
6. The Superintendent will ensure that:
 - 6.1. Procedures are in place for the purpose of reporting and resolution of incidents of sexual misconduct
 - 6.2. Appropriate training is provided to all employees and students on the requirements of this policy.
 - 6.3. This policy and appropriate training will be delivered annually to employees and to students when they start the study at VIC.

Administrative procedures

Informal process

1. A person complaining of sexual misconduct or the respondent may request CIR with communications between the parties in an effort to reach a mutually satisfactory resolution. CIR determines whether an informal process is appropriate in the circumstances and may in their discretion appoint a person to facilitate this.
2. The informal process may include:
 - a) separate meetings with each of the parties;
 - b) a confidential meeting between the two parties for the purpose of discussion;
 - c) an educational session on harassment for the individual or work group, if appropriate;
 - d) referral to other resources as appropriate.

3. The informal process ends with a resolution agreement signed by both parties and ratified by VIC, and with a copy given to each party. A memo summarizing the process will be placed on the file of VIC. No record is placed in the individual's personnel files.
4. In the event that an informal process is unsuccessful, VIC may commence an investigation into the complaint, normally within thirty (30) days.

Formal process

1. If the informal resolution process was not successful in resolving the complaint or the parties have decided not to make use of them, a formal complaint can be directed to the manager.
 - 1.1. If the manager is the cause of the complaint, the complaint should be directed to the dean.
 - 1.2. If the complaint is about the dean, it should be directed to Private Training Institutions Branch (PTIB).
2. Any sexual misconduct behavior will be reported to the manager or dean.
3. A formal complaint must:
 - 3.1. Explain the nature of the complaint in writing, providing as much detail as possible as to the nature of the events and when they occurred.
 - 3.2. Specify the name(s) of the person(s) involved if known.
 - 3.3. If applicable, indicate the steps taken by the complainant to attempt to resolve the matter, prior to filing a formal complaint.
 - 3.4. Be signed and dated.
 - 3.5. Be filed no later than six months after the last event which caused the complaint.
4. Anonymous complaints will not be investigated. VIC is committed to safeguarding all employees and students who file complaints from retaliation or reprisal.
5. Frivolous or vexatious complaints will be dealt with in an appropriate manner and could result in discipline.
6. Complaints will not be considered under more than one resolution process at a time.
7. Once a complaint has been received by the manager, he or she will review the complaint and contact the complainant within two business days.
8. The manager may recommend mediation or an alternative dispute resolution method, or proceed with an investigation. If the complainant does not agree with the proposed alternative dispute resolution method, he or she may request that an investigation be conducted.

9. Investigation

9.1. The manager will conduct a confidential investigation of the complaint in order to determine the facts and assess whether this policy has been breached.

9.2. The manager will determine the appropriate investigator for the complaint, which may include an outside investigator.

9.3. Only those who need to know will be contacted and provided with the sensitive information to the extent necessary to resolve the complaint adequately. The investigator will discuss the complaint with the complainant, review details and gather supporting information.

9.4. Any individual named as a respondent in a complaint will be provided with a copy of the written complaint prior to being interviewed and in addition to being interviewed, is encouraged to reply in writing to the allegations.

9.5. The investigation will proceed as quickly as possible and will normally be completed within four (4) weeks from the date of filing of the formal complaint.

9.6. The complainant and the respondent(s) will have a right to representation during the investigation process.

9.7. Both the complainant and the respondent(s) will have the ability to access copies of the investigator's report and findings.

10. Resolution

10.1. When a formal complaint of bullying or harassment has been made, subject to the specific situation, the following actions may be taken subsequent to investigation and findings:

10.1.1. Training for one or both parties

10.1.2. Counselling for one or both parties

10.1.3. Strategies to restore a positive and respectful workplace and learning environment

10.1.4. Utilization of restorative practice

10.1.5. Transfer for one or both parties, subject to collective agreement language

10.1.6. Disciplinary actions

10.1.7. Exclusion from CIR property

10.1.8. Termination of contract

10.1.9. Civil or criminal proceedings

10.2. If the finding is that there has been no breach of the policy, the record will be expunged unless otherwise requested by the respondent.

Definitions

Discrimination and harassment - includes any unwelcome behavior or communication directed towards a person or members of an identifiable group based on a prohibited ground of discrimination. Prohibited grounds include the following: race, religious beliefs, color, gender, physical disability, mental disability, marital status, age, ancestry, place of origin, family status, source of income and sexual orientation. (As defined by the Alberta Human Rights Commission) Excluding a person from a right or privilege to which they would otherwise be entitled, because of a prohibited ground, would constitute prohibited conduct.

Bullying and harassment –includes any inappropriate conduct or comment by a person towards a member of VIC that the person knew, or reasonably ought to have known, would cause that member to be humiliated or offended or intimidated, but excludes any reasonable action taken by an supervisor, manager or dean relating to the management and direction of employees or students.

General harassment – includes any unwelcome verbal or physical behavior that unreasonably interferes with work/learning or creates an intimidating, hostile or offensive work/learning environment. General harassment can include, but is not limited to, remarks, jokes or actions which demean or humiliate another person and which deny individuals their dignity and respect. General harassment can also include bullying. Bullying usually involves repeated incidents or a pattern of behavior that is intended to intimidate, offend, degrade or humiliate a particular person or group of people.

Members of VIC - includes employees, students, visitors, volunteers, third party contractors and their employees engaged in activities related to their contracts with VIC.

Professional conduct – refers to behaviour that is consistent with members of VIC proceeding in their daily duties in a manner that upholds the dignity of their profession, and/or exhibits a commitment to excellence in learning and teaching, and a concern for the well-being of others.

Student – is a person who has applied to or is enrolled at VIC.

Violence - means any incident where the attempted or actual conduct of a person causes members of VIC to be physically or mentally harmed, abused, threatened, intimidated or assaulted. Violence may take many forms, and it may be expressed verbally, through written or electronic communications such as email, internet, telephone, standard social media channels, through actual or threatening physical contact or gestures.

Student Code of Conduct and Dismissal Policy

Vancouver International College Health and Wellness Inc.

#209-7080, River Road, Richmond, BC Canada V6X 1X5

(PTIB Designated #04198)

Student Code of Conduct and Dismissal Policy

2016-10

Name of Policy

Implementation Date

Dean of the Institute, Manager of the institute

2021-05

Position(s) Responsible for Administering this Policy

Date of Last Revision

Policy:

Students are expected to meet and adhere to the Code of Conduct set out in this policy while completing a program of study at Vancouver International College Health and Wellness Inc. (VICHW). If necessary, students should request clarification from the dean. “Student” means a person who is presently enrolled at VICHW, including students participating in practicum at external practicum placements.

Code of Conduct

While on VICHW premises or in the course of activities or events hosted by VICHW, students:

- must comply with all applicable VICHW’s policies, including the Attendance Policy;
- must treat all students and staff with respect and must not engage in physically aggressive, threatening, harassing, discriminatory or otherwise offensive behaviour;
- must not steal, misuse, destroy or deface VICHW’s property;
- must not consume, possess or distribute alcohol or controlled or restricted substances; and
- must not contravene any provision of the Canadian Criminal Code or any other federal, provincial, or municipal statute or regulation.

The above list sets out examples of prohibited conduct. It is intended to help students understand the type of conduct that will be subject to discipline and is not exhaustive.

Students who violate the Code of Conduct will be subject to the procedures and discipline outlined below, which may include immediate dismissal from the institution.

Procedure

- 1) All concerns relating to student misconduct shall be directed to the manager of the institute. Concerns may be brought by staff, students or the public.

- 2) The manager will arrange to meet with the student to discuss the concern(s) within 5 school days of receiving the complaint. If the alleged conduct is of such a serious nature that an immediate dismissal may be warranted, the manager will meet with the student as soon as is reasonably possible.
- 3) Following the meeting with the student, the manager will conduct whatever further enquiry or investigation is necessary to determine whether the concerns are substantiated.
- 4) Any necessary inquiries or investigations shall be completed within 5 school days of the initial meeting with the student.
- 5) The manager will meet with the student and do one of the following:
 - (a) Determine that the concern(s) were unsubstantiated;
 - (b) Determine that the concern(s) were substantiated, in whole or in part, and either:
 - (i) Give the student a warning setting out the consequences of further misconduct;
 - (ii) Set a probationary period with appropriate conditions; or
 - (iii) Recommend that the student be dismissed from Canadian Institute of Reflexology Inc.
- 6) The manager will prepare a written summary of the determination. A copy shall be given to the student, and the original will be placed in the student file.
- 7) If the student is issued a warning or placed on probation, the manager and the student will both sign the written warning or probationary conditions and the student will be given a copy. The original document will be placed in the student's file.
- 8) If the recommendation is to dismiss the student, the dean of the institution will review the recommendation and accept or reject it. If the recommendation is accepted by the dean, the dean will meet with the student to dismiss him/her from study at the institution. The dean of the institution will deliver to the student a letter of dismissal and a calculation of refund due or tuition owing, in accordance with PTA Bylaw. If the recommendation is rejected by the dean, the dean will follow steps 5 through 7, above.
- 9) If a refund is due to the student, VICHW will ensure that a refund is forwarded to the student within 30 days of the dismissal.
- 10) If the student owes tuition or other fees to the institution, VICHW may undertake the collection of the amount owing.

Student Withdrawal Policy

Vancouver International College Health and Wellness Inc.

#209-7080, River Road, Richmond, BC Canada V6X 1X5

(PTIB Designated #04198)

Student Withdrawal Policy

2016-10

Name of Policy

Implementation Date

Dean of the Institute

2021-05

Position(s) Responsible for Administering this Policy

Date of Last Revision

Policy:

If a student decides to withdraw from a program, he/she must provide a dated, written, notice of withdrawal to the dean of Vancouver International College Health and Wellness Inc. (VICHW). Refunds are calculated according to VICHW’s Refund Policy and the date on which the written notice of withdrawal is received will be used to determine any refund owing.

An international student whose application for a study permit has been denied is entitled to a refund under PTR (Private Training Regulation) section 30 - 36.

Procedure:

Students who withdraw:

- The effective date of withdrawal is the date when a written notice of withdrawal is received and date-stamped by VICHW.
- A student who stops attending classes or practicum, without providing an official withdrawal notice to VICHW, after 30 school days will be considered withdrawn from the program.
- **Before the official start of classes for any given period of time indicated in the contract**, may officially withdraw from VICHW and receive a full refund of their tuition (refer to the Refund Policy in the Enrolment Contract). There is no academic penalty and nothing will appear on a student’s transcript.

- **After the last day of program**, a student may not withdraw from the program. The grade(s) earned at that time will appear on a student's transcript and will factor into the overall GPA on a student's record. No refund of tuition fees is required.
- **After the first day of program and before the last day of the program**, a student may withdraw from the program:
 1. If the institution receives tuition from the student, or a person on behalf of the student, the institution will refund the student, or the person who paid on behalf of the student, the tuition that was paid in relation to the program in which the student is enrolled if:
 - (a) the institution receives a notice of withdrawal from the student no later than seven days after the effective contract date and before the contract start date;
 - (b) the student, or the student's parent or legal guardian, signs the student enrolment contract seven days or less before the contract start date and the institution receives a notice of withdrawal from the student between the date the student, or the student's parent or legal guardian, signed the student enrolment contract and the contract start date; or
 - (c) the student does not attend a work experience component and the institution does not provide all of the hours of instruction of the work experience component within 30 days of the contract end date.
 2. The institution will refund the tuition for the program and all related fees paid by the student or a person on behalf of the student enrolled in the program if the student is enrolled in the program without having met the admission requirements and did not misrepresent his or her knowledge or skills when applying for admission.
 3. If a student does not attend any of the first 30% of the hours of instruction to be provided during the contract term, the institution may retain up to 50% of the tuition paid under the student enrolment contract unless the program is provided solely through distance education.
 4. Unless the program is provided solely through distance education, if the institution receives a notice of withdrawal from a student:
 - (a) more than seven days after the effective contract date and
 - i. at least 30 days before the contract start date, the institution may retain up to 10% of the tuition due under the student enrolment contract, to a maximum of \$1,000.
 - ii. less than 30 days before the contract start date, the institution may retain up to 20% of the tuition due under the student enrolment contract, to a maximum of \$1,300.
 - (b) after the contract start date
 - i. and up to and including 10% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 30% of the tuition due under the student enrolment contract.

- ii. and after 10% but before 30% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 50% of the tuition due under the student enrolment contract.
5. Unless the program is provided solely through distance education, if the institution provides a notice of dismissal to a student and the date the institution delivers the notice to the student is:
 - If a student withdraws after the start date and up to and including the date on which 10% of the hours of instruction have been provided, the institution may retain 30% of the tuition due under the student enrolment contract.
 - If the student withdraws after the date on which more than 10% but before the date on which 30% of the hours of instruction have been provided, the institution may retain 50% of the tuition due under the student enrolment contract.
 - If, on the date the institution delivers the notice of dismissal to the student, the institution has provided 10% or less of the hours of instruction, the institution may retain 30% of the tuition due under the student enrolment contract.
 - If, on the date the institution delivers the notice of dismissal to the student, the institution has provided more than 10% but less than 30% of the hours of instruction, the institution may retain 50% of the tuition due under the student enrolment contract.
6. If the institution provides the program solely through distance education and the institution receives a student's notice of withdrawal or the institution delivers a notice of dismissal to the student and:
 - (a) the student has completed and received an evaluation of his or her performance for up to 30% of the hours of instruction to be provided during the contract term, the institution may retain up to 30% of the tuition due under the student enrolment contract, or
 - (b) the student has completed and received an evaluation of his or her performance for more than 30% but less than 50% of the program, the institution may retain up to 50% of the tuition due under the student enrolment contract.
7. The institution will refund fees charged for course materials paid for but not received if the student provides a notice of withdrawal to the institution or the institution provides a notice of dismissal to the student.
8. Refunds required under this policy will be paid to the student, or a person who paid the tuition or fees on behalf of the student, within 30 days:
 - (a) of the date the institution receives a student's notice of withdrawal,
 - (b) of the date the institution provides a notice of dismissal to the student,
 - (c) of the date that the registrar provides notice to the institution that the institution is not complying with section 1(c) or 2 of this policy, or
 - (d) after the first 30% of the hours of instruction if section 3 of this policy applies.
9. If an international student delivers a copy of a refusal of a study permit to the institution, sections 1(a), 1(b), 4, 7, and 8 of this policy apply as if the copy of the refusal were a notice of withdrawal, unless:

- (a) the international student requests an additional letter of acceptance for the same program that was the subject of the refusal of a study permit, or
- (b) the program is provided solely through distance education.