



## **Do More, Learn More, *BE MORE!***

By teaching, coaching and encouraging our students, Tamwood Language Centres help students to develop their talents, achieve their educational goals and realize their potential.

Enclosed:

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Tamwood Language Centres is a division of Tamwood International College Ltd. hereafter referred to as Tamwood Language Centres, Tamwood, the School, the Institution or the Institute.

‘Student’ is defined as including prospective students as well as those currently registered or enrolled in any programs or activity at Tamwood Language Centres.

## Statement of Student Rights and Responsibilities

Students have the right to:

- An enrolment contract that includes the following information:
  - The institution's legal name
  - The program name
  - Amount of tuition and any additional fee for your program
  - Payment policy
  - Refund policy
  - Admission requirements for the program
  - The anticipated duration of the program, including the anticipated start and end dates for the program
  - The expected hours of instruction
  - The modules of the program, and the requirements for successful completion of the program
  - The credential that will be awarded on successful completion of the program
  - The acknowledgement that you have received a copy of the statement of student rights and responsibilities
  - The acknowledgement that you have received and read the contract
- Receive a copy of the Payment Policy prior to the program start date.
- Receive a copy of the Refund Policy prior to the program start date.
- Receive a copy of the official transcript and credential upon graduation.
- To access the institution's dispute resolution process and to be protected against retaliation for making a complaint.
- Understand that Tamwood is only permitted to sell goods you produce or create, provide your services to the public or arrange for the delivery of such services if the sale is part of completing your program. Tamwood cannot profit from these sales. Tamwood can only charge an amount that allows it to recover the cost.

Students have the responsibility to:

- Carefully read and signed the Student Enrolment Contract.
- Read and follow the terms on the Payment Policy.
- Read and understand the terms on the Refund Policy and notify Tamwood of any changes in program enrolment.
- Read and understand the Academic Standards Policy and meet all requirements for graduation.
- Read and understand the steps underlined in the Dispute Resolution Policy.

## Fee 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; or
  - (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.
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 unused tuition paid under the student enrolment.
4. If an international student misuses or misrepresents himself/herself to the institution: The Deceptive Enrollment Policy which precedes these Policies and forms part of it, shall prevail.
5. 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 the date on which 10% of the hours of instruction have been provided, the institution may retain up to 30% of the unused tuition due under the student enrolment contract.
    - ii. and 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 up to 50% of the unused tuition due under the student enrolment contract.
  - (c) A withdrawal letter shall be provided to the institution along with the supporting documents, which includes and not limited to the letter of acceptance of another institution, proof of purchased return ticket to the home country, or medical note.
6. If the institution provides a notice of dismissal to a student and the date the institution delivers the notice to the student is:

- (a) before 11% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 30% of the unused tuition due under the student enrolment contract.
  - (b) 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 unused tuition due under the student enrolment contract.
7. The institution will not refund the following fees paid in relation to the program in which the student is enrolled:
- (a) administrative fees;
  - (b) application/registration fee;
  - (c) assessment fees;
  - (d) fees charged for textbooks or other course materials, including equipment and uniforms, and any other fees prescribed.
- 7.1) Fees charged for course materials paid for but not received will be refunded by the institution 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; or
  - (c) 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), 5, 7, and 8 of this policy apply as if the copy of the refusal was 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.

Where a student of the institution is entitled to a refund under this policy but has paid a reseller of Tamwood directly, the student must exhaust all recourse with the reseller in order to receive same, prior to seeking the refund from Tamwood directly. The institution will make best efforts to cooperate in order to fulfil its obligations under this refund policy.

## Academic Standards Policy

It is expected that students will complete all examinations, assessments, and assignments as described in the Program Admission Requirements and Course Syllabus for the program of study. Below are the general Academic Standards applicable for all the programs offered at the Institute:

### **ATTENDANCE**

- 1) Students must regularly attend classes at Tamwood. Students are expected to maintain an attendance rate of at least 80%. Students who do not maintain an attendance rate of at least 80% will not meet the level progression requirements.
- 2) If there are extenuating circumstances concerning a student's absence, a student services specialist should be notified as soon as possible. It is the student's own responsibility to stay current with the course material and course curriculum and to "catch up" on any missed classes regardless of the reason for absence. By way of example, skipping or missing a class where a test or an in-class assignment was announced will not excuse a student from that test or assignment.
- 3) Regular attendance is taken for each class and both absenteeism and lateness will be recorded. Students who have missed three or more consecutive days may be placed on the 'Non-Attending List' and may not be guaranteed a place in their previous class. Upon return to Tamwood, students on the 'Non-Attending List' will need to speak with a student services specialist prior to being allowed to attend further classes. While the Institute will seek to be consistent and reasonable in its approach to deciding what constitutes a valid reason for an absence, the Institute's Director of Studies will have decision-making discretion in this process. The Institute will seek to balance the validity of the student's excuse with the importance of the course material missed.
- 4) The Director of Studies remedies will be governed by the requirements of provincial governments and any other regulatory requirements, to which the Institute is bound, as well as The Institute's Discipline Policy and best practices in the circumstances.
- 5) For student vacation requests, please refer to details provided in the student portal. Tamwood is not responsible for travel plans you make if your request is not approved.
- 6) Upon successful completion of the program of study, students will be issued a Certificate stating their name, graduation date, and Tamwood language level upon graduation. This is contingent upon full payment of all tuition and fees (as applicable).

### **MAKE-UP TESTS, LATE ASSIGNMENTS**

- 1) Make-up tests, in lieu of tests missed due to illness or other permissible circumstances are not offered at Tamwood. However, any student who is unable to write a test at the scheduled time may speak to a student services specialist or a member of the academic department to request a review of their academic history.
- 2) Students are expected to complete assigned work in the time allotted. Late assignments are NOT accepted unless arrangements have been made with an instructor or member of the academic department.

**PLAGIARISM (SEE ALSO “DISCIPLINE POLICY”)**

- 1) Plagiarism is the act of submitting work that is, in whole or in substantial part, someone else’s work, and representing it to be your own. Examples of plagiarism include, but are not limited to, the following:
  - a) copying previously published work;
  - b) copying another student’s work;
  - c) reviewing materials or works from mailboxes, printers, faculty desks or other sources, and adopting those works as your own; and
  - d) using paid or unpaid services or other people to complete one’s assignments.
- 2) Students are expected to acknowledge the sources of ideas and expressions they use in essays, reports, assignments, etc. Failure to do so constitutes plagiarism and is subject to academic penalty. Students who knowingly loan work to be copied, in whole or in part, by another student, for which a grade is assigned, are equally at fault in cases where plagiarism has occurred and may also be open to academic sanction.

**CHEATING (SEE ALSO “DISCIPLINE POLICY”)**

- 1) Cheating is defined as any deliberate attempt to obtain credit through the use of deceit or dishonest methods. Examples of such behaviour include, but are not limited to, the following:
  - a) passing exam papers/solutions to another student;
  - b) repeatedly looking at other students’ papers;
  - c) discussing or whispering of answers during a test;
  - d) submitting research reports in which no research took place; and
  - e) writing answers on a desktop.
  - f) collaboration where collaboration is expressly prohibited, whether or not that collaboration occurs online or otherwise (and despite the fact that collaboration will generally be encouraged by Tamwood, in order to foster learning).
- 2) Cheating offences are subject to academic penalty.

**ACADEMIC PENALTY (SEE ALSO “DISCIPLINE POLICY”)**

- 1) Academic penalties often begin with the awarding of a zero on the assignment/project/test for the first offence and a notification, in writing, of the offence. This notification is copied to the instructor and relevant staff members and is kept in the student’s file. A subsequent offence may result in removal from the course and the possibility of complete dismissal/expulsion from the program. Dismissal/Expulsion (See also “Discipline Policy”)
- 2) Without limitation, a student may be dismissed/expelled from a program after review by the Director of Studies for one of the following reasons:
  - a) failing or not completing the principle courses (determined by program) in which the student is registered;
  - b) failing any principle course three (3) or more times



### **DISMISSAL AND WITHDRAWAL (SEE ALSO “DISCIPLINE POLICY”)**

1) The Institute will seek to apply its policy of graduated discipline consistently, and in accordance with its “Discipline Policy”. A student is considered to have withdrawn from his/her program of study if the student:

- a) has advised the Institute that he/she has withdrawn from the program by completing the Institute’s Withdrawal and Transfer Form; and/or
- b) has not complied with the Institute’s Academic Standards Policy and/or has not attended for four consecutive weeks for any reason, including absences for reason of sickness, accident, leave of absence, etc.

### **GRADING DISAGREEMENTS**

- 1) Where a student disagrees with a grade received or any decision resulting from application of the rules, policies, and regulations referenced in this Contract in its entirety, the student shall discuss the matter with Director of Studies in an attempt to resolve the problem.
- 2) Both individual and/or group complaints should be handled as outlined above. Most complaints are resolved informally with the instructor or faculty member responsible for grading that student/group of students. Faculty members endeavour to be open and fair in dealing with students’ concerns, thus students are encouraged to speak with the faculty member(s) involved in the matter.
- 3) Students have five (5) business days from the day they receive the grades to request a re-assessment of a grade.

### **APPEALS**

- 1) A student who feels there have been extenuating circumstances that adversely affected his/her academic outcome/progress may appeal, in writing, to a member of the academic department. A student who is dissatisfied with the decision of first instance may appeal to the Institute’s Director of Studies. Please refer to the Level Progression Chart in the course syllabus.
- 2) Students have five (5) business days from the day they receive a decision that affects their academic progress to request an appeal on the outcome of the decision. Dispute Resolution Policy will apply.

### **CERTIFICATES**

#### Certificate of Achievement

A Certificate of Achievement is provided upon successful completion of the program.

#### Certificate of Achievement for Specialty Classes

A Certificate of Achievement is provided to students who have completed all of the requirements for the University Pathways and Business English programs. For more information on the University Pathways requirements and certificates of completion, please contact a member of the academic department.



#### Transcript of Academic Record

Upon request, a Transcript of Academic Record can be provided, which states you studied/are studying at Tamwood. Details of a student's academic results and attendance can be added if requested. Please request this through a Student Services Specialist. Requests should be made at least five (5) business days prior to needing this document.



## Discipline Policy

- 1) All students are expected to conduct themselves in a dignified and professional manner.
- 2) Students may be suspended or dismissed/expelled, depending on the severity and/or degree of their “Misconduct”: Misconduct is defined as, and without limitation:
  - a) conduct which disrupts or in any material respect compromises the Institute or any of its students, including the administration of the program (including but without limitation any act or threatened act of violence, failure to cooperate with an inclusion or accommodation policy of the Institution);
  - b) student performance bringing discredit on the professional, academic, or ethical standards of the institution;
  - c) academic failure;
  - d) poor attendance i.e., attendance which falls below any program approval requirements, or poor participation (without medical excuse that gives rise to the legal need for accommodation);
  - e) conduct which interferes with the legal rights of other students and/or the Institution, its staff, agents, or employees
  - f) repeated contravention of the Institute’s policies as set out in this Student Enrolment Contract and amended from time to time as the Institution deems necessary, or pursuant to applicable laws and/or regulations;
  - g) failure to pay required fees as set out in the student’s signed contract;
  - h) contravention of the performance requirements or other rules and/or guidelines as they may apply to the student; and
  - i) distribution of materials within the campus and to the Institute’s students that have not been approved by the Institute (such as brochures, 3rd party advertisements, promotional materials, political or religious materials, etc.)
- 3) Repeated failure to abide by Institute’s policies, which may be amended from time to time as the Institution deems necessary or pursuant to applicable laws and/or regulations, is grounds for dismissal/withdrawal. Note that contravention of some school’s policies may lead to immediate

dismissal/expulsion from the program depending on the severity of the contravention (see paragraph 5 below).

4) The Institute may, at its sole discretion and consistent with applicable laws and/or regulations, consider a Suspension prior to the possible dismissal/expulsion of the student.

5) Certain types of serious misconduct will lead to the immediate dismissal/expulsion of the student on a “zero tolerance” basis. Such conduct includes, but without limitation,

a) the use of alcohol or drugs;

b) violent and/or threatening behavior toward another student, employee, faculty member, or visitor on or off campus;

c) dishonesty by the student relating to academic testing or credentials, or any dishonesty going to the academic integrity of the Institution.

6) Harassment or Discrimination – Tamwood Language Centres does not condone harassment or discrimination of any student, staff, employees, or agents. Students who engage in harassing or discrimination are subject to immediate suspension pending investigation. Any student deemed by the Tamwood Language Centres’ investigators as having engaged in harassing or discriminatory activities contrary to any applicable laws and regulations may be subjected to immediate dismissal/expulsion.

7) Students who damage, steal and misuse property may be expelled and will be required to make restitution to replace or fully repair the property.

8) Fee refunds will be governed by the provisions of this policy and applicable laws and/or regulations as prescribed. However, where Tamwood has no legal requirement/obligation to refund tuition or any portion of a student’s tuition to any student who has been expelled (or suspended, where the suspension is long enough such that the student has lost a significant amount of time or opportunity that would otherwise have been spent in course study), Tamwood will have no obligation to refund tuition or any part of that student’s tuition.

9) A sanction of suspension or dismissal/expulsion may be recorded on a student’s academic record and transcript.

10) Notification: Students who are expelled for any reason will be notified in writing. The notification will describe the basis for dismissal/expulsion and the effective date.

11) Discipline and Appeal procedure:



- I. The Director of Studies will meet with the student and do one of the following:
  - a) Determine that the concern(s) were not substantiated;
  - 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 the Institution
- II. The Director of Studies will prepare a written summary of the determination. A copy shall be given to the student, another copy will be saved by the institution
  - a) If the student is issued a warning or placed on probation, the Student Services Manager and the student both sign the written warning or probationary
- III. Expelled students who dispute the facts of the dismissal/expulsion must file their appeal with Tamwood Careers within five (5) days of the notification having been received by the student.

12) Tamwood may, at its sole discretion, determine that a restorative process is warranted in lieu of or in tandem with any of the above forms of discipline that it seeks to impose. A restorative process is one which emphasizes repairing the harm caused or revealed by unjust behavior through an inclusive or cooperative process.

## Student Support Services

### Student Services Specialist

The Student Services Specialist is the first point of contact for students. They are responsible for providing ongoing support, helping students with inquiries, providing academic information and recommendations, and ensuring a high-quality customer experience. The Student Service Specialist's role is to do what it takes to support students, including providing support in various languages.

Student Services staff can provide you with information regarding:

- General program and course information;
- Class changes requests;
- Health insurance information and walk in clinic/medical office information, if needed;
- Housing and transportation services for students;
- Embassies or Consulates;
- Community and cultural services available to students, including childcare services;
- Employment services for students with valid work permits;
- Tamwood policies and procedures including questions about the enrolment contract; and
- Vacation requests from Tamwood.

### Campus Manager

The Campus Manager (CM) is responsible for managing teachers and supporting students on their specific campus in order for Tamwood to meet its mission of ensuring student learning and success. The CM is responsible for building strong relationships with the student body through on-going support and leadership. The CM works closely with the Director of Studies and members of the academic department to ensure student requests are reviewed and responded to in a timely manner. The CM can assist you with:

- 1) Inquiries regarding placement test results;
- 2) Recommendations for on-going programs of study;
- 3) Test results, appeals and grades; and
- 4) Student level up requests.

### Director of Studies

The Director of Studies (DOS) is responsible for quality assurance in the academic department in order to meet Tamwood's core strategic initiatives of ensuring excellence in student learning and experience, as well as fostering a highly engaged and distinguished faculty. The DOS is responsible for building strong relationships with full-time and part-time faculty, student services staff, and other Tamwood team members in support of making teaching and learning central to educational excellence. The Director of Studies can assist with:

- 1) Academic support including academic guidance services for students;
- 2) Escalated complaints and disputes including grade appeals; and
- 3) Escalated student and teacher issues.

## Dispute Resolution Policy

Tamwood has created the following Dispute Resolution Policy to better attend to our students' needs. The following terms meet the standards of Languages Canada and the International Student Program Requirements.

### **Dispute Resolution Process:**

1. When a concern arises, the student should first attempt to address it with the individual most directly involved. Students making a complaint may make oral submissions and/or have a person (agent or lawyer) present with him/her at all stages of proceedings that may make oral submissions on behalf of the student. Students will not be subject to any retaliation as a result of their complaint. If unsatisfied with the outcome, the student should submit a written complaint to the Campus Manager. Should this person be absent or be named in the complaint the student should submit the written complaint to the VP, Academic.
2. The Campus Manager will arrange to meet with the student to discuss the concern as soon as possible and within five (5) business days of receiving the student's written complaint.
3. Following the meeting with the student, the Campus Manager will conduct whatever enquiries and/or investigations are necessary and provide a written response to the student that includes reasons for the determination on the complaint.
4. If the student is not satisfied with the determination of the Campus Manager, the student must advise the Campus Manager. The Campus Manager will immediately refer the matter to the Director of Studies who will review the matter and meet with the student within five (5) business days. The Director of Studies will either confirm or vary the determination of the Campus Manager. Decisions will be made as soon as possible and the dispute process, including any appeals, will take no later than 30 days after the complaint was first received. At this point the institution's Dispute Resolution Process will be considered exhausted. Responsibilities of the Student, Campus Manager and Director of Studies, follow.
5. After having exhausted the dispute resolution process, if the student is not satisfied with the institution's resolution of his/her complaint in accordance with the procedure herein set out, the student may file a claim with the Board of Directors of Languages Canada (<http://www.languagescanada.ca/en/contact> or 1-604-625-1532) for resolution in accordance with the terms and conditions of the Dispute Resolution Policy for Languages Canada (available for download at [www.languagescanada.ca](http://www.languagescanada.ca)).

### **The Student's Responsibilities**

The student must communicate his/her concern, in writing, to the relevant faculty member. Students are encouraged to address any concerns immediately and seek to utilize the Student Support Services before partaking in the Dispute Resolution process. Students should also retain copies of any written correspondence they have with the Institute. Should the student be unable or unwilling to approach the

faculty member, or should concerns remain unaddressed by said faculty member, the student may contact the Campus Manager in writing, who will assist in determining an appropriate resolution. The student has the right to have a person present with them at all stages of any proceedings that may result, and to have this person, or an agent or lawyer address any concerns on the student's behalf.

### **The Campus Manager Responsibilities**

Within five (5) Business Days of the submission of the complaint, the Campus Manager must: (a) hear the student complaint; (b) if necessary, ensure the complaint is prepared in writing (either by the student or by alternate means); and (c) obtain the approval of both parties, evidenced by a signature, regarding the contents of the complaint or, if one or both parties object to the content, a list of concerns that such a party has.

The Campus Manager will investigate the merits of the complaint, which may include an in-depth discussion with the faculty member(s), the complainant or any other students who may be involved. The Campus Manager is responsible for identifying the appropriate person to address the complaint and for notifying the student(s) involved of the status of the complaint process. If the Campus Manager is absent or named in the complaint, the VP, Academic will assume responsibility for making a determination in respect of the student complaint.

The faculty member or Campus Manager must record all resolution plans/decisions, as well as the reasons for such resolutions/decisions. The original form outlining the decision/resolution must be signed by both the faculty member and the student who filed the complaint. A copy of the form will be given to the student and the original will be filed in the student's academic file. If the parties agree to a mutual resolution, such resolution must be implemented. The Campus Manager must follow up to ensure the resolution resolves the student's complaint in a satisfactory manner. A student who disagrees with the Campus Manager's assessment of the complaint may escalate his/her concerns to the Director of Studies.

Once the resolution is mutually resolved, the Campus Manager and the student will close the complaint record by signing a declaration at the bottom of the resolution. The student will be provided with a copy of the complaint, any submissions filed and the decision made. Decisions will be made as soon as possible and the dispute process, including any appeals, will take no later than 30 days after the complaint was first received.

### **The Director of Studies Responsibilities**

If the student is not satisfied with the determination of the Campus Manager, the student may wish to submit an appeal to the Director of Studies. Within five (5) business days, the Director of Studies will contact all relevant parties to gather information regarding the concern and conduct an investigation. Once the investigation is complete, the Director of Studies will respond to the student in writing.

### **Record of Complaints**



The Institute will keep a record of all complaints in the student file at the campus where the complaint originated for a minimum of five (5) years from the data of the decision relating to the complaint. A copy of the complaint and any other submissions on file with respect to the complaint and/or the decision reached will be included in the record. Any student who makes a complaint will be provided with a copy of the record of the complaint if a student is not satisfied with the Institute's resolution of their complaint.

Contact information:

Campus Manager: [online@ilac.com](mailto:online@ilac.com)

Director of Studies, ILAC Toronto: [bruno.bottega@ilac.com](mailto:bruno.bottega@ilac.com)

Director of Studies, ILAC Vancouver: [rose.pezeshkzad@ilac.com](mailto:rose.pezeshkzad@ilac.com)

VP, Academic: Angela Johnston: [angela@ilac.com](mailto:angela@ilac.com)

# Anti-Bullying / Anti-Harassment/ Anti-Discrimination Policy

## Scope of Policy

- 1) **Who is bound:** The Institution has adopted this Anti-Bullying, Anti-Harassment, and Anti-Discrimination Policy to ensure ethical and respectful employment practices and treatment for all students of the Institution, as well as employees.
- 2) **Objective:** The objective of this policy is to create a climate of understanding and mutual respect where each person feels a part of the Institution's community.
- 3) **Zero tolerance:** The Institution will have a zero-tolerance policy for harassment or bullying. The Institution will not tolerate, ignore, or condone any form of discrimination or harassment and is committed to promoting appropriate standards of conduct at all times.
- 4) **May result in dismissal/expulsion:** All employees in the Institution's family are responsible for respecting the dignity and rights of their co-workers and the students whom they educate. Students in turn are responsible for respecting the dignity and rights of their fellow students. Bullying and harassment are serious forms of employee and student misconduct which may result in disciplinary action up to and including discharge of an employee, and which may result in suspension or dismissal/expulsion of a student or a denial of admission to any prospective student.\
- 5) **Harassment-free workplace:** The Institution will take any and all reasonable steps available to ensure a harassment-free environment, including barring the harasser from its facilities, where appropriate, or discontinuing business with harassers, as the case may be.

## Application Of Policies

- 1) **Online bullying, harassment, and social media:** Harassment and bullying will not be tolerated on or off campus to the extent that such conduct compromises a respectful and harassment-free environment at the Institution. For example, online (social media, e-mail, or otherwise) harassment or bullying by a student or Employee in our Institutional family will not be tolerated – and will be treated as if it occurred on campus.
- 2) **Enumerated grounds:** Without limitation, the following prohibited grounds of discrimination and any combination of these grounds will specifically not be tolerated, apart and aside from any harassment or bullying issue:
  - a) Race;
  - b) Citizenship;
  - c) Sexual Orientation;
  - d) Ancestry;
  - e) Creed;
  - f) Age;
  - g) Place of Origin;
  - h) Sex (including pregnancy);



- i) Marital Status;
  - j) Colour;
  - k) Gender Identity;
  - l) Gender Expression;
  - m) Family Status;
  - n) Ethnic Origin;
  - o) Disability; and/or
  - p) The Receipt of Public Assistance.
- 3) **Right to contract equally:** Every person having legal capacity has a right to contract on equal terms without discrimination based on those items enumerated in paragraph 2 above.
  - 4) **Equal treatment in employment:** Every person has a right to equal treatment with respect to employment without discrimination or harassment based on those items enumerated in paragraph 2 above.
  - 5) **“Bullying” standards** may be adopted which go beyond any legislation that is in place or which has been introduced as draft legislation, in order to determine whether instances of “bullying” (which may fall short of or be different from “harassment”) have occurred.
  - 6) **Obligation to Report:** Staff and students must report any alleged form of discrimination, harassment, or bullying to a student services specialist, Campus Manager, Instructor, or Director of Studies as soon as they become aware of an issue.
  - 7) **Discrimination:** Discrimination, as used in this Policy, is any practice or behaviour, whether intentional or not, which has a negative impact on an individual or group because of personal characteristics or circumstances unrelated to the person’s abilities or the employment or service issue in question (e.g., disability, sex, race, sexual orientation). Discrimination may arise as a result of direct differential treatment or it may result from the unequal effect of treating individuals and groups in the same way. Either way, if the effect of the behaviour on the individual is to withhold or limit full, equal, and meaningful access to goods, services, facilities, employment, housing accommodation or contracts available to other members of society, it is discrimination.
  - 8) **Duty to accommodate:** This refers to the legal obligation of an organization to take steps to eliminate disadvantage caused by systemic, attitudinal, or physical barriers that unfairly exclude individuals or groups protected under the applicable Human Rights legislation and any regulations thereto. It also includes an obligation to meet the special needs of individuals and groups protected by any such regulation and legislation unless meeting such needs would create undue hardship.
  - 9) **Definitions:**
    - a) **“Bullying”:** means the severe or repeated use by one or more pupils of a written, verbal, electronic or other form of expression, a physical act or gesture or any combination of them if it is directed at another person if it has the effect of or is reasonably intended to have the effect of:
      - i. causing physical or emotional harm to another person or damage to another person’s property;

- ii. placing another person in reasonable fear of harm to himself or herself or damage to his or her property;
  - iii. creating a hostile environment at the Institution for another person;
  - iv. infringing on the legal rights of another person at the Institution; or
  - v. materially and substantially disrupting the education process or the orderly operation of the Institution (“intimidation”).
- b) **“Employee”**: For the purpose of this policy, the term employee includes full- time, part-time, temporary, probationary, and casual employees, co-op students, volunteers, job applicants, staff, contractors, and consultants working for the Institution;
  - c) **“Student”**: means student or prospective student of Tamwood Language Centres;
  - d) **“Equal Treatment”**: Equal treatment is treatment that brings about an equality of results and that may, in some instances, require different treatment. For example, to give all employees equal treatment in entering a building, it may be necessary to provide a ramp or an elevator for an employee who requires the use of a wheelchair; and
  - e) **“Harassment”**: Means improper comment or conduct based on one or more of the prohibited grounds listed in applicable Human Rights legislation and regulations thereto, that a person knows or ought to know would be unwelcome, offensive, embarrassing, or hurtful.
- 10) **Discipline**: The Institution will investigate any and all allegations of harassment promptly, in accordance with the law, and free from reprisal.
- 11) **Where to report**: See the Director of Studies immediately if there are any questions or concerns about this policy.

To the extent that this policy is inconsistent with the evolving human rights, harassment, or discrimination laws in the province of Ontario and British Columbia, the laws of Ontario and British Columbia shall prevail.

## Non-Disparagement Policy

- 1) **Consideration:** In consideration for delivery of the programs and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all current Students;
- 2) **“Disparagement”** for the purposes of this contract, shall generally refer to negative remarks about the Institution which are made maliciously or recklessly (including all of those persons covered under this policy) or without taking reasonable steps to verify the truth of such remarks prior to having made them.
- 3) **Who is bound:** Subject only to Canadian law held to be applicable in any province (including but without limitation the enabling legislation governing private career schools or institutions and the Canadian Charter of Rights and Freedoms if/where held to be applicable), all students shall be bound by this non-disparagement policy. Adhering to the policy is a condition of enrolment.
- 4) **Purpose of policy:** The Institution has a reputation for excellence. The Institution is a private institution operating multiple locations in various provinces across Canada and is committed to maintaining high standards in teaching and in ensuring that the value of Tamwood Language Centres’ credential remains strong.
- 5) **Social media:** With the popularity of social media (Facebook, YouTube, X [Twitter], etc.) students, and alumni of the Institution and all its affiliates, can communicate in a way that they have never done so before. The Institution applauds the fact that students and alumni have new opportunities to network for employment in their chosen vocation and can communicate with each other socially. The Institution is confident that this will contribute to the Institution’s long-standing reputation in the marketplace.
- 6) **Reputation is a two-way street:** Students derive significant benefit from being an alumnus of Tamwood Language Centres. At the same time, the Institution is ultimately “defined” by the “quality” of its graduates i.e., where they end up working, how they are putting their skills to the test in the workforce, and whether they are happy with their chosen vocation. The Institution and its students have a common interest in preserving and protecting the integrity and image of the Institution and all its affiliates.
- 7) **Specific undertakings of student:** With the above in mind, students shall undertake to do the following:
  - a) Refrain from making any public statement or statements, through social media or otherwise, about the Institution or any of its affiliates, which would be considered inaccurate, unduly critical, or derogatory, or libellous, or which may tend to unfairly injure the reputation of the Institution or any of its affiliates;
  - b) Refrain from making any public statement or statements, through social media or otherwise, that would be considered inaccurate, unduly critical, or derogatory, or libellous, or which may tend to unfairly injure the reputation of another (and without limitation) existing or former student, alumni, instructor, or staff member of the Institution;
  - c) Report to the Institution immediately, the publication of any unduly critical, derogatory, or libellous statement or statements, or statement/s which may tend to unfairly injure the reputation of the Institution or any of its affiliates, through social media or otherwise. Such

reporting shall include the author or authors of such publication, and all other specifics known to the reporting student;

- d) Report to the Institution immediately, the publication of any inaccurate, unduly critical, or derogatory, or libellous statement or statements tending to unfairly injure the reputation of another (and without limitation) existing or former student, alumni, instructor, or staff member of the Institution or any of its affiliates. Such reporting shall include the author or authors of such publication, and all other specifics known to the reporting student;
  - e) Refrain from disparagement of the Institution or any of its affiliates in any other form that would reasonably be considered to bring the Institution or any of its affiliates, and without limitation, its faculty, staff, students, or alumni, into disrepute;
  - f) Familiarize themselves with any other policies which bind them while students, including but without limitation, the Anti-Bullying / Anti-Harassment / Anti-Discrimination Policy.
- 8) **Discipline for non-compliance:** Discipline, including expulsion or other sanctions as appropriate, may result from non-compliance with this Policy.

# Sexual Violence and Sexual Misconduct Policy

## 1. Sexual Violence and Misconduct Policy

Tamwood is committed to providing its students with an environment free from sexual violence and treating anyone who reports incidents of sexual violence or misconduct with dignity and respect.

This Sexual Violence and Misconduct Policy defines sexual violence and misconduct, and outlines Tamwood's policies and procedures for training staff and students, as well as reporting and responding to complaints of sexual violence made by or involving its students.

Any person(s) accused of engaging in sexual violence or misconduct will be referred to as the "Respondent(s)" and the person(s) making the allegation as the "Complainant(s)".

If this policy conflicts with the any other Tamwood Policy, the Sexual Violence and Misconduct Policy prevails.

## 2. Definition of Sexual Violence and Misconduct

Sexual violence and misconduct means any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and 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 and video.

## 3. Training, Reporting and Responding to Sexual Violence and Misconduct

A copy of the Sexual Violence and Misconduct Policy is given to all Tamwood directors, controlling shareholders, owners, partners and other persons who manage or director the affairs, along with teachers, staff, contractors, and other employees, and training is provided regarding the policy and the processes of reporting, investigating, and responding to complaints of sexual violence.

The Sexual Violence and Misconduct Policy is available on the Tamwood website and available to students, teachers, and staff at any time.

Tamwood teachers, staff, and any other employees and contractors of Tamwood will report incidents of or complaints of sexual violence or misconduct to their Campus Manager, or the Director of Studies upon becoming aware of them. Students who have been affected by sexual violence or misconduct who need information about support services should contact a student services representative, or the Director of Studies directly.

If students, in good faith, report an incident of, or make a complaint about, sexual violence, they will not be subject to discipline or sanctions for violations of Tamwood's policies relating to drug or alcohol use at the time the alleged sexual violence occurred.

Students who disclose their experience of sexual violence through reporting an incident of, making a complaint about, or accessing supports and services for sexual violence, will not be asked irrelevant questions during the investigation process by Tamwood's staff or investigators, including irrelevant questions relating to the student's sexual expression or past sexual history.

Subject to Section 4 below, to the extent it is possible, Tamwood will attempt to keep all personal information of persons involved in the investigation confidential, except in those circumstances where it believes an individual is at imminent risk of self-harm, or of harming another, or there are reasonable grounds to believe that others on its campus or the broader community are at risk. This will be done by:

- a) ensuring that all complaints/reports and information gathered as a result of the complaint/reports will be only available to those who need to know for purposes of investigation, implementing safety or other measures that may be required; and
- b) ensuring that the documentation is kept in a separate file from that of the Complainant/student or the Respondent.

Tamwood recognizes the right of the Complainant not to report an incident of or make a complaint about sexual violence/misconduct or not request an investigation, and not to participate in any investigation that may occur.

Notwithstanding, in certain circumstances, Tamwood may be required by law or its internal policies to initiate an internal investigation and/or inform police without the complainant's consent if it believes the safety of members of its campus or the broader community is at risk. In all cases, including the above, Tamwood will appropriately accommodate the needs of any student affected by sexual violence or misconduct.

Tamwood is committed to having specific confidential supports in relation to sexual violence on campus. Affected parties should contact Tamwood's Campus Manager, or the Director of Studies. Tamwood will assist students who have experienced sexual violence to obtain counselling and medical care and provide them with information about sexual violence support services available in the community. Students are not required to file a formal complaint in order to access support services.

#### **4. Investigating Reports of Sexual Violence and Misconduct**

Under this Sexual Violence and Misconduct Policy, any student of Tamwood may file a report of an incident or a complaint to a Student Services representative, or Director of Studies in writing. Other officials, offices or departments may be involved in any investigation including the Human Resource Department.

Upon receipt of a report of an incident or a complaint of alleged sexual violence being made, the Student Services representative, or Director of Studies will respond promptly and:

- a) determine whether an investigation should take place and if the Complainant wishes to participate in the investigation;
- b) determine who should conduct the investigation with regard to the seriousness of the allegation and the parties involved;
- c) determine whether the incident should be referred immediately to the police;

In such cases or where civil proceedings are commenced with respect to allegations of sexual violence or misconduct, Tamwood may conduct its own independent investigation and make its own determination in accordance with its policies and procedures; and determine what interim measures ought to be put in place pending the investigation process such as removal of the Respondent or seeking alternate methods of providing course delivery.

**Once an investigation is initiated, the following will occur:**

- 1) the Complainant and the Respondent will be advised that they may ask another person to be present throughout the investigation;
- 2) the Complainant will be interviewed to ensure a complete understanding of the allegation and to gather additional information that may not have been included in the written complaint, such as the date and time of the incident, the persons involved, the names of any person who witnessed the incident and a complete description of what occurred;
- 3) the Respondent will be interviewed and informed of the complaint, provided details of the allegations, and provided an opportunity to respond to the allegations, including providing any witnesses the Respondent feels are essential to the investigation;
- 4) any person involved or who has, or may have, knowledge of the incident and any identified witnesses will be interviewed;
- 5) reasonable updates to the Complainant and the Respondent about the status of the investigation will be provided; and
- 6) following the investigation, the Student Services representative, or Director of Studies will:
  - a) review all of the evidence collected during the investigation;
  - b) determine whether sexual violence occurred; and if so
  - c) determine what disciplinary action, if any, should be taken as set out in Section 5 below.

## **5. Disciplinary Measures**

If it is determined by Tamwood that the Respondent did engage in sexual violence or misconduct, immediate disciplinary or corrective action will be taken. This may include:

- 1) disciplinary action up to and including termination of employment of teachers or staff; or
- 2) expulsion/dismissal of a student; and /or
- 3) the placement of certain restrictions on the Respondent's ability to access certain premises or facilities; and/or
- 4) any other actions that may be appropriate in the circumstances.

## **6. Appeal**

Should the Complainant or the Respondent disagree with the decision resulting from the investigation, he or she may appeal the decision to the VP Operations within 5 business days by submitting a letter/email advising of the person's intent to appeal the decision.

## **7. Making False Statements**

It is a violation of the Sexual Violence and Misconduct Policy for anyone to knowingly make a false complaint of sexual violence or to provide false information about a complaint. Individuals who violate the Sexual Violence and Misconduct Policy are subject to disciplinary and/or corrective action up to and including termination of employment of teachers or staff or expulsion of a student.

## **8. Reprisal**

It is a violation of the Sexual Violence and Misconduct Policy to retaliate or threaten to retaliate against a complainant who has brought forward a complaint of sexual violence, provided information related to a complaint, or otherwise been involved in the complaint investigation process. Individuals who violate the Sexual Violence and Misconduct Policy are subject to disciplinary and/or corrective action, up to and including termination of employment of teachers or staff or expulsion of a student.

## **9. Review**

Tamwood shall ensure that student input is considered every time the Sexual Violence and Misconduct Policy is reviewed or changed. Tamwood will review its Sexual Violence and Misconduct Policy at least once every 3 years and amend it where appropriate.

For a list of support services, centers and other resources in British Columbia, please see list of resources below and accompanying this policy available at <https://tamwood.com/policies-procedures/>.

### **Resources in Ontario**

#### **Ontario 211 Helpline**

The Ontario 211 phone line is free and is answered 24 hours a day all year round. You can talk to people in more than 150 languages.

- [\*\*Tel: 211\*\*](tel:211)
- [\*\*Toll-free: 1-877-330-3213\*\*](tel:18773303213)
- [\*\*Toll-free TTY: 1-888-340-1001\*\*](tel:18883401001)

#### **Provincial crisis lines**





**Provincial crisis lines are free and confidential 24-hour helplines that offer:**

- someone to talk to
- crisis counselling
- emotional support
- safety planning
- legal information
- other assistance

#### **Assaulted women's helpline**

Get 24/7 crisis counselling and referrals to shelters, legal advice and other help. Support is available in over 200 different languages, including 17 Indigenous languages:

- **Toll-free: 1-866-863-0511**
- **Toll-free TTY: 1-866-863-7868**
- Toronto: **416-863-0511**  
**TTY: 416-364-8762**
- Text #SAFE (#7233) on your Mobile (Fido, Rogers, Bell, and TELUS networks)

#### **Support services for male survivors of sexual abuse**

Get 24/7 multilingual support service for male survivors of sexual abuse, both recent and historical.

- **Toll-free: 1-866-887-0015**

#### **Additional Resources:**

- **Emergency shelters**
- **Sexual assault centres**
- **Domestic violence treatment centres**
- **Mental health and addictions treatment services**
- **Affordable housing**
- **Supports for Indigenous women**
- **Employment and job training services**

## Privacy and Video Surveillance Policy

- 1) The institution (also referred to as “us”, or “we” under this Policy) has created this policy in order to demonstrate our commitment to privacy and the protection of your personal information, information pursuant to current privacy legislation. Please read this policy to understand how your personal information will be treated.
- 2) The institution collects information in several ways. Some personal information is gathered if you register with us. During registration, the institution may ask for personal information such as your name, email address, gender, zip/postal code, occupation, industry and personal interests.
- 3) We may ask you for personal information outside of the context of registration, including (but not limited to) when you download a file (such as a .PDF file) from the institution; when you ask us to contact you; when you join our mailing list; and when you report a problem relating to the services we provided or the courses offered. If you contact us we may keep a record of that correspondence.
- 4) When prospective students, i.e. candidates provide us with information such as their name, mailing address, telephone number, and e-mail address, we use this contact information to send these candidates additional information about the Institute. A candidate’s contact information may also be used by us to contact him or her directly. Candidates may choose not to receive future mailings or other communications from the institution at any time by notifying the Student Services Specialist.
- 5) We will not retain or withhold an international Student’s passport, Study Permit, or similar document under any circumstances.
- 6) We will not sell or rent your personal information to third parties without obtaining your written informed consent. Generally, the institution does not sell or rent personal information in any event.
- 7) The institution’s website provides much information spanning many topics. While the institution attempts to provide accurate information to its site users, it provides no guarantees regarding the accuracy or reliability of this content. The institution’s website and/or any content on the internet relating to the institution, does not constitute a contract or promise from the institution to its site users, be they prospective students, students, or otherwise.
- 8) The institution website has security measures and safeguards in place to protect against the loss, misuse, and alteration of the information that is under our control at any given time. However, since no data transmission over the Internet is completely secure we cannot ensure or warrant the security of any information you transmit to us or in relation to our online products or services, and you do so at your own risk. Once we receive your transmission, we make every attempt to ensure that it is kept secure with us. You must still be solely responsible for maintaining the secrecy of your passwords and/or any account information.
- 9) We may store and sometimes track information about you. We may do this in order to further automate our website or online forms, or to help us understand who may be interested in our programs.
- 10) Subject to any legislated exemptions which would permit us to disclose your personal information as is necessary, we will not disclose any of your personal information except when we have your

informed consent. “Personal Information” is defined broadly by governing legislation as any information about an identifiable individual except the name, title, and business address or office telephone number of an employee of an organization.

- 11) Pursuant to allowable exemptions under current legislation, we may disclose personal information when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be violating the institution’s policy, violating any law of the province of Ontario or Canada, or may be causing injury to or interference with (either intentionally or unintentionally) the institution’s rights or property, other students or faculty members, or anyone else who could be harmed by such activities. We may also disclose your personal information to a collection agency for the purposes of the lawful collection of a debt owed to us by you.
- 12) Our policy with respect to the use, collection, retention, and disclosure of all student records is governed by applicable privacy legislation as well as the relevant provisions of other applicable Acts and Regulations.
- 13) We make every attempt to periodically update our Privacy Policy such that it is in compliance with governing privacy legislation, and any regulations applicable thereto.
- 14) The institution also abides by any laws regarding Video Surveillance Policy. To summarize, to the extent that it uses or will seek to use video surveillance, the institution will
  - a) ensure there is a justifiable business purpose for the surveillance;
  - b) seek to avoid capturing the images of people not being targeted for some specific, legitimate purpose;
  - c) to the extent possible, seek to not use cameras in areas where people have a heightened privacy expectation;
  - d) to the extent possible, seek to notify students and other individuals about the use of cameras before those individuals enter the premises;
  - e) subject to some legal justification to withhold and unless the data is destroyed, provide access to Individuals whose images are captured on videotape;
  - f) data is destroyed within 14 days from the day of capture;
  - g) ensure that video surveillance equipment and videotapes are secured and used for authorized purposes only;
  - h) ensure that to the extent that recorded images are stored, that they are stored in a secure location with limited access;
  - i) recorded images are managed by the IT Department.
- 15) The student releases the Institute and assigns permission to license and use all images and sound recordings in any media and for any purpose. The student agrees that the Institute has all rights to images and sound recordings for perpetuity. This agreement is irrevocable, worldwide and perpetual.
- 16) The institute will keep a record of the student file for a minimum of **8 (Eight)** years. The student file consists of the following pieces of information:
  - a) Student’s full name and date of birth
  - b) Student’s address while in Canada and type of stay (e.g., homestay, apartment)

- c) Student's permanent address in their home country
  - d) Student's all applicable phone numbers and email addresses
  - e) Student's country of origin
  - f) Student's native language
  - g) Student's attendance record
  - h) Results of academic evaluations
  - i) Evidence verifying that the student has met the admission requirements prior to the program start date
  - j) Signed student enrollment contract
  - k) Evidence that the student obtained health insurance prior to the program start date
  - l) Student's study permit number, date of entry into Canada and study permit expiry date
  - m) If applicable, a notice of dismissal or withdrawal and documents in relation to the withdrawal or dismissal
  - n) If applicable, any refund calculation and evidence of refund payments
  - o) If applicable, any documents related to complaint process and grade appeal process
  - p) A copy of the credential granted to the students
  - q) A copy of the letter of acceptance and a copy of the valid study permit
  - r) A copy of all payment receipts
- 17) Should you have a question or concern about our Privacy and Video Surveillance Policy or our practices in this regard, please contact the Student Services Manager.
- 18) To the extent that this policy is inconsistent with the evolving laws in the province of Ontario in relation to Privacy and Video Surveillance, the laws of Ontario shall prevail.

## Emergency Policy

### Procedure for Fire Safety

- 1) The Health and Safety Committee Chairperson ensures that adequate fire suppression equipment is available as needed throughout the campuses and that a qualified inspector inspects all fire suppression equipment annually.
- 2) The Health and Safety Committee Chairperson ensures that all Health and Safety Committee members know where the fire suppression equipment locations are at each campus and they know how to operate the fire suppression equipment for school fire evacuation procedures, and that all buildings are staffed by at least one Health and Safety Committee member. Health and Safety Committee Chairperson is responsible for preparing and posting emergency exit instructions and route maps in each classroom at the campus, with the exit from that room specifically noted in a colored highlight.
- 3) In the event of a fire emergency on Tamwood premises, the respective Health and Safety Committee member will dial 911 and advise the fire department of the location of the school. They will provide details of the type of fire (if known) and the location of the fire within the campus.
- 4) The Health and Safety Committee member will advise all occupants to evacuate the campus. Teachers, staff, and students proceed to the identified Assembly Point. The Fire Warden will conduct a building sweep to ensure that no one remains in the building.
- 5) The Health and Safety Committee member will act as a liaison between building management/security/fire officials and students/employees during the emergency. If necessary, the Health and Safety Committee Chairperson will authorize school closure.
- 6) No student or employee will re-enter the building until the fire officials have authorized re-entry.

### Procedure for Earthquake Safety:

- 1) The Health and Safety Committee Chairperson ensures that adequate precautions are taken throughout each campus to ensure that injury due to falling or unstable items during an earthquake is limited.
- 2) The Health and Safety Committee Chairperson ensures that all Health and Safety Committee members receive training in the school earthquake evacuation procedures.
- 3) The Health and Safety Committee Chairperson is responsible for preparing and posting emergency instructions and exit route maps in each classroom at the campus, with the exit from that room specifically noted in a colored highlight.
- 4) In the event of an earthquake, all staff and students will take cover and remain under cover until the shaking stops.
- 5) If it is unsafe to remain in the building, the Health and Safety Committee member will advise all occupants to evacuate the building.
- 6) The Health and Safety Committee member will act as a liaison between building management/security/rescue officials and students/employees during the emergency. If necessary, the Health and Safety Committee Chairperson will authorize school closure.

No student or employee will re-enter the campus unless the rescue officials have authorized re-entry.

## Bring Your Own Device Policy

Online and mobile technologies will be used both in and out of the classroom. Students are required to bring their own mobile electronic devices, such as laptops, netbooks, smartphones, or tablets to the classroom. By bringing their own devices, students will be able to participate in collaborative learning environments, complete assignments, in class tasks and homework, and continue to build the technological skills needed in today's higher education and work environments. Laptops are recommended for best student experience.

### **Computer System Requirements**

We recommend a computer with a minimum of 8GB of memory and 2GB of empty storage (HDD) space. Most modern operating systems (OS) and computers are supported along with the following popular OS choices:

- Windows 7, Windows 8, Windows 11 or higher
- Mac OS X 10.6 or higher

### **Students agree that:**

- 1) All personal devices used in class must have access to Microsoft Office applications or equivalent and a browser.
- 2) During school hours students are allowed to use their devices for learning related activities, only.
- 3) Students shall comply with teachers' requests regarding use of devices during class hours.
- 4) Devices may be prevented from accessing certain websites while connected to the Tamwood Language Centres network at the discretion of the Institution.
- 5) Students are expected to use their devices in an ethical manner.
- 6) Students may not use the devices to record, transmit or post photos or videos of other teachers or students.
- 7) No images or videos recorded at school shall be transmitted or posted at any time without the permission of the institution.
- 8) Tamwood Language Centres will not routinely monitor personal devices. However, it does reserve the right to take all necessary and appropriate steps to retrieve information owned by the Institution.
- 9) Tamwood Language Centres is not responsible for lost or stolen devices. Students are advised to possess their personal belongings at all times.
- 10) Violations of the BYOD policy may result in applying the Discipline Policy.

## Deceptive Enrolment Policy

**ATTENTION STUDENTS:** The purpose of this Deceptive Enrolment Policy is to:

(a) Discourage from entering our program those international students who seek to deceptively enter Canada on a study visa i.e., under the false pretenses of studying at an approved institution—but whose intent it is to immediately seek a refund.

(b) Eliminate from our program those international students who deceptively enter Canada on a study Visa but under the false pretenses of studying at an approved institution— but whose intent is other than to study at the institution.

To the extent that the provisions below are inconsistent with or contradict any of the provisions in this Student Enrollment Contract, you acknowledge that the provisions below shall prevail:

1. **Deception:** If an international student deceptively obtains his/her letter of acceptance issued by the institution to enter Canada or in a manner that is inconsistent with Canada's immigration policies, the institution may retain up to 100% of the tuition paid by the student or paid by any third party on behalf of the student.
2. **Misuse:** If an international student otherwise misuses his/her letter of acceptance issued by the institution to enter Canada or in a manner that is inconsistent with Canada's immigration policies, the institution may retain up to 100% of the tuition paid by the student or paid by any third party on behalf of the student.
3. **Legal Limitations:** Subject only to the limitations of applicable laws that govern the institution within the institution's jurisdiction, the institution shall use its discretion to make a determination as to whether or not an international student has acted improperly as enumerated paragraphs 1 or 2 above.
4. **Third Party Agents:** Where the institution makes a determination that an international student has acted improperly in accordance with paragraphs 1 or 2 above and that tuition should be withheld, and where that tuition was paid to a third party such as a reseller of the institution that operates outside of Canada, the student shall have no direct recourse to the institution in any event. For greater certainty, where the institution does not take issue with a tuition refund or partial tuition refund in such cases, the student's sole and exclusive remedy is to seek redress from the agent in the jurisdiction where the funds were paid.
5. **Condition of Ongoing Enrollment:** Where the institution subsequently discovers that a student has misused or misrepresented in a manner described in paragraphs 1 and 2 during the term of his/her enrollment, the student may be expelled at any time without the institution having to refund any



portion of his/her tuition (independent of any other grounds of or reasons for prescribing discipline specifically enumerated in this Student Enrollment Contract or pursuant to the institution's policies).

6. **Acknowledgement:** An offending student acknowledges that by enrolling at the institution, he/she has taken away a spot from another prospective student to enroll and denied that prospective student a training opportunity and denying the institution a revenue opportunity.
7. **Declaration:** The institution encourages prospective students who seriously intend to study at the institution to further their education and pursue new opportunities in Canada. To that end, prospective students understand that they must be otherwise compliant with the laws of Canada and that understand the gravity of providing false information to Canada's immigration authorities, to the institution, or to any other government agency. The institution provides the students with this link, among other resources, for their quick reference: <https://www.canada.ca/en/immigration-refugees-citizenship/services/protect-fraud/document-misrepresentation.html>





## Payment Policy

All payments are due prior to program start date. Students have the option to pay in 2 equal installments.

## Accessible Customer Service Policy

### Statement of commitment

Tamwood is committed to providing customer service and to ensuring equal access and participation for people with disabilities. We believe in integration and we are committed to treating people with disabilities in a way that respect their dignity, independence, integration and equal opportunity. We will meet the needs of people with disabilities by removing and preventing barriers to accessibility and by meeting our accessibility requirements under Ontario's accessibility laws, including Accessibility for Ontarians with Disabilities Act (AODA) and Integrated Accessibility Standards (O. Reg. 191/11).

### Definitions

Disability means:

- (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- (b) a condition of mental impairment or a developmental disability,
- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- (d) a mental disorder, or
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*; ("handicap")

Barrier means anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability, including a physical barrier, an architectural barrier, an information or communications barrier, an attitudinal barrier, a technological barrier, a policy or a practice;

Personal Assistive Devices is a piece of equipment a person with a disability uses to help them with daily living (e.g., a wheelchair, screen reader, hearing aid, cane or walker, an oxygen tank).

Personal Supports is used by persons with disabilities that enable them to carry out the activities of daily living and allow access to care and services. For example, walkers, personal oxygen tank, power-mobility devices such as power wheelchairs or scooters.

Service Animals are animals used by people with many different kinds of disabilities, such as vision loss, epilepsy, autism and anxiety disorder. Examples of service animals include dogs used by people who are blind, hearing alert animals for people who are deaf, deafened or hard of hearing, and animals trained to alert an individual to an oncoming seizure and lead them to safety. An animal is considered a service animal if it wears a harness, vest or other visual indicator or the person with a disability provides [documentation from a regulated health professional](#).

Support Person is someone who accompanies a person with disability to help with communication, mobility, personal care or medical needs or with access to goods or services. A support person may be a paid professional, a volunteer, a family member or friend.

### **Training**

In accordance with the Accessibility Standards Regulation, Tamwood undertakes to train all members of its organization in these requirements and will ensure that all employees, volunteers, directors, board members and owners and anyone who provides goods, services or facilities to Tamwood's customers have received training in these procedures as it relates to their specific roles. The training will be offered within the probation period after the effective hiring, or whenever there is a need. Tamwood will provide written notice to each member on an ongoing basis when changes to the policies, practices and procedures governing the provision of accessibility standards. Revised training will be provided in the event of changes to legislation, procedures and/or practices.

### **Procedures and Commitment**

Tamwood has outlined its procedures and commitment as below:

- a) Tamwood will communicate with people with disabilities in ways that take into account their disability;
- b) When asked, Tamwood will provide information about the organization and its services, including public safety information, in accessible formats or with communication supports;
- c) Where a customer or guest has specific requirements for alternate means communication, and requests that alternate forms of communication be used, Tamwood will accommodate the person with disability with whatever means necessary to allow proper and courteous communication. This may include, but is not limited to communication in writing by email, communication by telephone, reading information to the person or providing large font written communications;
- d) Where Tamwood is unable to supply the communication in a format that meets the person's needs, an explanation will be provided to the person with disability giving the reasons why the person's communication needs cannot be accommodated;
- e) Wherever possible, Tamwood's internet Website and its content will be created in a way that considers how assistive devices, such as screen readers, speech and input systems and other devices, operate and how people with disabilities use them to allow the site to be accessible to people with disabilities;
- f) We will notify employees, potential hires, volunteers and the public that accommodations can be made during recruitment and hiring;
- g) We will notify staff that supports are available for those with disabilities. We will put in place a process to develop individual accommodation plans for employees and students. Where needed, we will also provide customized emergency information to help an employee and students with a disability during an emergency;
- h) We will modify or remove an existing policy that does not respect and promote the dignity, independence, integration and equal opportunity of people with disabilities;
- i) Where a person with a disability is accompanied by a Service Animal, the Service Animal will be permitted in all areas of the premises, except where excluded by law. Such laws could include the Food Safety and Quality or the Health Protection and Promotion Act;
- j) Where the Service Animal is a breed that is restricted by the province or municipality, the provisions of the Provincial or municipal law will prevail;
- k) The Service Animal of a person with a disability must be registered with Tamwood at Front Desk;
- l) The employee, volunteer, customer or student that is accompanied by a Service Animal is responsible for maintaining care and control of Service Animal at all times while on Tamwood premises;

- m) If a health and safety concern presents itself, for example in the form of a severe allergy to the animal, Tamwood will make all reasonable efforts to meet the needs of all individuals;
- n) If Tamwood staff or volunteer is not able to easily identify that the animal is a service animal, he/she can kindly ask the person to provide documentation (e.g. template, letter, form) from a regulated health professional that confirms that the person needs the service animal for reasons relating to their disability;
- o) Assistive devices such as a cane, a walker, a personal oxygen tank, a wheelchair or mobility scooter are permitted to be used in all common areas of the property. Tamwood requests that all compressed gas or oxygen be registered with the Front desk to properly advise the Fire Department in the event of a fire emergency;
- p) Where elevators are not present and where an individual requires assistive device for the purpose of mobility, service will be provided in a location that meets the needs of the customer;
- q) In the event of planned or unexpected disruption of regular service for customers, Tamwood will communicate this information to each person with a disability by such means as is appropriate for each individual;
- r) When a notification needs to be posted, it will include information about the reason for the disruption, its anticipated length of time, and a description of alternative facilities or services, if available;
- s) If a customer with a disability is accompanied by a Support Person, Tamwood will ensure that both persons are allowed to enter the premises together and that the customer is not prevented from having access to the Support Person;
- t) A Support Person is subject to the same by-laws and rules of Tamwood as a customer or guest;
- u) Where a person utilizes a Support Person and confidential information must be discussed, the person with the disability will be asked to consent to the presence of the Support Person during the discussion;
- v) Support person who accompanies the person with a disability due to health or safety reasons may be subjected to an admission and/or tuition fee.
- w) A Support Person may be requested by Tamwood to protect the health and safety of the person with the disability or the health and safety of others on the premises;
- x) In case Tamwood understands and requests that a person with disability needs a support person to accompany he/she in its premises, before making a decision, Tamwood will consult with the person with a disability to understand their needs, consider health or safety reasons based on available evidence and determine if there is no other reasonable way to protect the health or safety of the person or others on the premises;
- y) In such a situation, Tamwood will waive the admission fee for the support person, if applicable.

### **Emergency Communications**

Where a person's disability might affect their ability to hear the fire alarm or voice communication system, or where the person with a disability may have difficulty in evacuating their suite in an emergency situation, Tamwood will discuss the needs of each person with a disability with them individually to put into place an individual plan to handle the emergency situation. Once the individual emergency plan for each person with a disability has been established, Tamwood and the person with a disability will adhere to that plan in an emergency situation.

**Feedback**

Tamwood is committed to equal access and participation for people with disabilities who are working, learning or visiting at the school. We welcome your comments and feedback on any accessibility relating to the school. You can submit your comments and feedback by e-mailing [admin@tamwood.com](mailto:admin@tamwood.com) with the subject Accessibility. We will respond to your feedback within 5 (five) business days.

## Lost & Found Policy

### Purpose

This policy provides the main principles related to property that has been found, its retention and disposal.

### Policy Statements

1. All found items are to be turned in to the Student Services/Reception Desk at any campus. Perishable items and soiled clothing will not be accepted.
2. To report a lost and found item, it is recommended to provide following details:
  - Description of the item in detail
  - Where and when it was lost or found
  - Your contact information
3. Where information regarding the identity of the owner is evident, efforts will be made to contact them to facilitate claiming of the item(s).
4. Items turned in to Student Services/Reception Desk will be retained for a maximum of thirty (30) days. Items not claimed within 30-day period are discarded or donated.
5. To report a lost or found item, please email [studentsupport@tamwood.com](mailto:studentsupport@tamwood.com)