



## STUDENT CONTRACT

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CLLC has the right to change these Terms and Conditions without notice.

### **Definition of the Agreement**

I understand and agree that as a student attending CLLC there are conditions I must meet. These conditions include:

- Prompt payment for all services and related fees (Tuition, textbook, medical insurance and homestay fees).
- Understanding that CLLC is not liable for any injury, loss or unfortunate happening that I may encounter while I am participating in CLLC school activities or school events, classes, outings or any event related to CLLC (See Waiver and Release).
- Understanding that I must follow all CLLC guidelines, as well as abiding by the laws of Ontario, Nova Scotia and Canada.
- Reading, understanding, agreeing to, and receiving a copy of this Terms and Conditions for studying and enrolment at CLLC.
- Understanding that at any time, without consultation, CLLC may change my class or shift, based on organizational needs.
- Understanding that CLLC will not, at any time, retain my passport, study permit or any such travel document.

### **Academic Performance Requirements**

I understand and agree that I must meet all academic performance and attendance requirements. I agree to the following:

- If I fail two consecutive months I will be asked to sign a "Probationary" contract. If performance plateaus I may be asked to leave with a refund based on CLLC's refund policy. Alternatively, I may not be promoted to the next level, receive my certificate or I may be asked to change my program.
- A CLLC certificate indicates course average and last level completed.
- IELTS and Business classes are offered based on the number of interested students
- Student evaluations include: weekly tests, assignments, writing assignments, oral presentations, move-up tests, homework, formal and informal meetings with academic staff.
- *Academic Complaint Procedure* (see below)

The Complaint Committee is set up to deal with complaints from students such as requesting a change in grade for a program that they have been enrolled in or receiving unfair treatment from a staff member or student.

The following is the Complaints Procedure:

1. Students will attempt an informal resolution first before making a formal complaint to the Complaints Committee. Informal resolution involves discussing the issue with your instructor, Academic Manager, or Campus Director. Informal complaints will be dealt with in a timely manner to ensure that the student and all other parties concerned have agreed that the issue has been successfully resolved.
2. If the student deems the informal process was unsuccessful, he or she may request that a formal complaint process begin.
3. The formal process requires that the student submit a written request and any supporting documentation to their Campus Director describing the nature of the complaint in detail.
4. Complaints must be submitted within two weeks of the original incident or incidents causing the complaint. Complaints submitted after this time will not be heard. Students can request an extension of this deadline in extraordinary circumstances.
5. The Campus Director will review the documentation and determine if the request for an appeal will be presented to the Complaints Committee.
6. The Campus Director will inform the student of the time and location of the Complaints Hearing.
7. The Hearing will take place within one week of submitting the formal complaint.
8. The student must be present at the Complaints Hearing. The student may be accompanied by another person during the complaint process.
9. The Committee will hear and consider the complaint. The Committee will discuss the outcome and any decision to be made.
10. The student will be notified of its decision in writing by their Campus Director within a period of 7 days.

### **Academic Dishonesty**

I understand the following:

Academic dishonesty or academic misconduct is any deliberate attempt to cheat, falsify, deceive, make up, or tamper with any academic information, data, reports, records, tests, or assignments. It may include the following:

Cheating - Cheating occurs when students use unauthorized information or assistance from others on a test or academic assignment or when they provide others with unauthorized information or assistance. Copying another's answers or giving others the answers on a test are examples.

Plagiarism - Plagiarism occurs when students deliberately submit or present ideas or words from another source as their own; i.e., without properly acknowledging the source. Word for word copying, paraphrasing, making up references, and submitting another person's work as your own are examples..

Fabrication and Falsification - Fabrication occurs when students invent or counterfeit academic information or data. Falsification occurs when students deliberately change academic information or data. Creating nonexistent references and altering grades are examples.

Multiple Submissions - Multiple submissions occur when students submit work that has already earned academic credit without authorization. Submitting the same paper in different classes or twice in the same class to receive two separate grades is an example.

Sabotage - Sabotage occurs when students deliberately try to stop others from doing or completing their work. Stealing or destroying another's notes, assignment or textbook is an example.

Complicity - Complicity occurs when students deliberately help another to be academically dishonest. Giving another a copy of test or test questions without authorization is an example.

Deception - Deception occurs when students give false information about an academic exercise. Lying to get an extension on an assignment or to be excused from a test is an example.

Misuse of Academic Materials - Misusing academic materials occurs when students use them with the intention of being academically dishonest. Distributing or selling academic materials to others is an example.

CLLC expects all students to be responsible for their own learning and to approach their learning with integrity, fairness, and honesty. If an instructor suspects a student has engaged or is engaging in academic dishonesty, he or she will arrange to meet with the student in private to discuss the suspected violation of academic standards. A full explanation of the violation and how to avoid it will be offered. If this is a student's first offence, he or she may be asked to redo an assignment or to rewrite a test.

For subsequent offences, the student may face a reduced grade or a zero depending on the seriousness of the infraction and will be given a warning letter that will remain in the student's file. If the behaviour continues unchanged, the student will meet with the Academic Manager or Director to discuss his or her continuation of studies at CLLC.

I understand that transcripts are available for 25 years after my graduation date and my student files will be kept for three years.

### **English Only Policy**

I understand and agree that I must speak English 100% of the time at CLLC premises, attending classes or any social activities. I understand the following consequences (During your first day of classes you will be given a warning only):

- 1st, 2nd, 3rd, 4th offense - My name will be recorded, I will attend my classes, however, the hours for the class will not be counted towards my total hours for the level.
- 5th offense - Expulsion at the discretion of CLLC Senior Management. A refund will be granted based on CLLC's refund policy.

\* Please note that CLLC provides individual language assistance in an office, away from the common student areas, in order to meet the needs of a more serious situation. Here, a student would be allowed to speak their first language in order to express their needs (with staff only, in a designated office).

### **Fees**

I understand and agree that all fees must be paid promptly. Additionally, I understand that any fees I send to CLLC in advance of my start date will be held in trust until the day I start my course, at which point the funds will be moved from CLLC's Trust account into CLLC's main account.

The following conditions also apply:

- Tuition fees are calculated weekly, and no part thereof. If I arrive, or depart, in the middle of any week I will be responsible for paying for the entire week.
- CLLC's Application Fee is non-refundable
- Any and all refunds may take up to 30 days for processing.
- During inclement weather CLLC may close. In such cases no refund will be given.
- If I do not possess medical insurance I will have to purchase it from CLLC. If I have coverage I will have to show proof of coverage on my first day of school. To begin my medical insurance coverage I must inform CLLC of my arrival in Canada. If I do not inform CLLC of my arrival I will be responsible for any expenses incurred until I arrive at CLLC on my first day of school. CLLC's medical plan is calculated per four week period. I also understand that in order to process any medical claims I may have CLLC will release medical information to insurance companies on my behalf.
- I understand that I will be responsible to buy textbooks for each level from CLLC.
- I understand that if a national holiday falls on a Monday, classes begin on the Tuesday and that no refund is offered.
- Homestay fees may be calculated daily, weekly or monthly and are required for the Christmas holiday.
- CLLC has the right to increase fees without prior notice.
- CLLC ID cards are valid until the course end date.

## **Homestay**

I understand and agree to the following guidelines with regards to CLLC's Homestay Program:

- CLLC requires Homestay fees four weeks prior to my stay or extension. CLLC pays the host family.
- Your homestay payments are kept in individual students accounts with CLLC.
- CLLC pays its homestay families their "four week cycle payments" one week prior to the due date. If CLLC already paid the fees to its homestay families then CLLC cannot guarantee any refunds.
- CLLC offers free homestay changes. All issues are resolved within 48 hours through CLLC's "Total Quality Management" System.
- Homestay changes or early departures require one week's notice after the prior homestay payment has been used.
- If for any reason I cannot meet Canadian standards of conduct within the homestay, and the homestay requests that I vacate the home, CLLC will not be responsible for finding me a new homestay. In such circumstances I will be responsible for collecting any due from the homestay family and finding new accommodations.
- When I graduate from CLLC, I must leave my homestay within two days unless pre-approved by CLLC Management.
- If I take a vacation or leave the homestay permanently, and wish to return to the Homestay program, the cost to re-join the homestay program is \$190.00.
- If I take a vacation and leave the home, but am still occupying and saving the room, I will pay the regular homestay price.
- If I stay extra nights I will be required to pay \$35.00/night (adult) or \$40.00/night (underaged).
- If I decide to leave the Homestay Program after completing my first "four week cycle," I must inform CLLC officially one week in advance. The homestay family has the right to bill me for one week if I fail to inform them officially through CLLC. CLLC will issue a full refund to me for any unused remaining homestay balance minus any due homestay fees.
- If I decide to leave the Homestay Program during my first "four weeks cycle", I must inform CLLC officially two weeks in advance and I may collect the unused portion of his prepaid and unused fees from the homestay family directly. CLLC cannot guarantee any refunds from homestay families to me despite the two weeks notice. CLLC will issue a full refund to me for any unused remaining homestay balance that remains in my individual CLLC account.

- In the event that I leave my homestay during the “four weeks cycle payment” and the move is initiated by me or necessitated by my behaviour, I will be required to pay the full fee for the current “four weeks cycle” payment, plus the fee to be paid to the new homestay for the balance of the month.

### **Attendance**

I understand and agree to the following guidelines with regards to attendance:

- I must attend classes regularly and on time.
- If I choose not to attend I must be out of my homestay during normal school hours.
- If I am absent or late on a regular basis I may be asked to leave CLLC and its Homestay program.

### **Refund Policy**

I understand and agree to the following guidelines regarding CLLC's refund policy:

Refund Policy Before First Day at CLLC

Visa Refusal (Refusal letter must be provided) – 100% of tuition fees  
 Any other reason (14 days or more) – 80% of tuition fees  
 Any other reason (13 days or less) – 60% of tuition fees

Refund Policy On or After First Day at CLLC

Visa Refusal (Refusal letter must be provided) – 100% of tuition fees  
 Up to 10% of current student invoice completed – 50% of tuition fees  
 11% – 30% of current student invoice completed – 30% of tuition fees  
 31% or more of current student invoice completed – No refund

- To be eligible for a tuition refund, I must give written notice that I intend to withdraw from my program.
- For eligible refunds, I will receive 100% of any unused homestay fees or medical insurance fees.
- CLLC does not refund tuition fees that have been paid through a CLLC agent. I must speak to my agent directly.

No refund if I am dismissed permanently from the school for the following reasons:

- Illegal drug or alcohol use.
- Possession of firearms or other deadly weapons.
- Highly inappropriate conduct (verbal, physical, sexual) at school or on school activities.

If caught and/or witnessed participating in illegal activities I will be entitled to “Due Process” through the school, where each step will be documented. If deemed necessary, law enforcement and immigration officials will be a part of the process. Parents and legal guardians will be notified.

Any refunds are given at the discretion of management. A full refund (Less any agent commission and non-refundable fees) may be granted to me on compassionate grounds. This includes, but is not limited to, my death or serious injury or my immediate family during the academic year that requires my return to my home country. This refund is given at the discretion of management.

### **Drug-Free Policy**

I understand and agree with CLLC's “Zero Tolerance” policy towards illegal narcotics. If I bring illegal narcotics to a CLLC location or any social activity the following will occur:

- I will be asked to leave the premises / activity and may be expelled from CLLC (At the discretion of CLLC Management)
- My agent / scholarship sponsor, parents (if I am 18 years or younger) or law enforcement may be contacted.

Please note that both the legal smoking and drinking age in some Canadian provinces is 19 years of age.

### **Vacation Policy**

I understand and agree that vacations of one week, or “study breaks”, are permitted after ten weeks (Each level). If special circumstances arise during a level I may request a vacation in writing, two weeks before the requested period, with no refund. I will also provide CLLC with two weeks notice if I change my vacation return date.

### **Damages and Outstanding Payments**

I understand and agree that if I damage CLLC property, homestay property or have any outstanding charges I will be required to pay all expenses. All costs must be paid in full before leaving CLLC. If I fail to pay, CLLC has the right to contact my embassy and/or any other parties. CLLC is authorized to deduct the outstanding charges from my tuition, textbook, medical insurance and homestay accounts.

### **National Holidays**

CLLC respects Canada’s national holidays. If they fall on a Monday or during the week, that week’s classes will begin on Tuesday. In the case of bad weather, CLLC will close for the day(s). There are no refunds paid to students in either instance. Please note that you will be charged for homestay and medical insurance during all of these holidays. Tuition will be charged for all holidays except Christmas and New Year.

The list of recognized Canadian national holidays for 2016 / 2017 is below:

Nova Scotia (CLLC Duke, CLLC Citadel)

Heritage Day - February 15  
 Easter - March 25 & 28  
 Victoria Day - May 23  
 Canada Day - July 1  
 Natal Day - August 1  
 Labour Day - September 5  
 Thanksgiving Day - October 10  
 Remembrance Day - November 11  
 Christmas - December 19 - January 3

Ontario (CLLC Ottawa, CLLC Toronto)

Family Day - February 15  
 Easter - March 25 & 28  
 Victoria Day - May 23  
 Canada Day - July 1  
 Civic Holiday - August 1  
 Labour Day - September 5  
 Thanksgiving Day - October 10  
 Remembrance Day - November 11  
 Christmas - December 19 - January 3

## **Harassment and Sexual Harassment Complaint Policy and Procedure**

### **Introduction**

CLLC Inc., is committed to a healthy, harassment-free work environment for all our students. CLLC has developed a company wide policy intended to prevent harassment of any type, including sexual harassment, of its students and to deal quickly and effectively with any incident that might occur. This policy covers all behaviours that occur at CLLC premises or in other settings where CLLC-related activities occur. This policy applies to all CLLC students.

### **Definition of Harassment**

Harassment occurs when a student is subjected to unwelcome verbal or physical conduct because of race, religious beliefs or creed, colour, place of origin, gender identity or expression, physical or mental disability, age, ancestry, ethnic or aboriginal origin, citizenship, marital status (including single status), source of income, family status or sexual orientation, and sex (including pregnancy). Nova Scotia and Ontario human rights law prohibits workplace harassment based on these grounds. Protected grounds under human rights law may also include: record of criminal offences, irrational fear of contracting an illness or disease; political belief, affiliation or activity; association with protected groups or individuals; or other grounds as human rights laws are amended from time to time.

Harassment includes derogatory or vexatious conduct or comments that are known or ought reasonably to be known to be offensive or unwelcome. Harassment may be verbal, physical, written or electronic. Comments or conduct can amount to harassment if directed at another person who reasonably finds the behaviour is unwelcome, personally offensive, or fosters a toxic work or learning environment.

Examples of harassment that will not be tolerated at CLLC are: verbal or physical abuse, threats, derogatory remarks, jokes, innuendo or taunts related to any employee's race, religious beliefs, colour, gender, physical or mental disabilities, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation. CLLC also will not tolerate the display of pornographic, racist or offensive signs or images; practical jokes that result in awkwardness or embarrassment; and unwelcome invitations or requests, whether indirect or explicit.

### **Definition of Sexual Harassment**

Sexual harassment includes comments, gestures or physical conduct of a sexual nature where an individual knows or ought reasonably to know that the behaviour is unwelcome and personally offensive to the recipient or to onlookers.

According to the Nova Scotia Human Rights Commission (<https://humanrights.gov.ns.ca/>) and the Ontario Human Rights Commission (<http://www.ohrc.on.ca/en>), sexual harassment can include such things as pinching, patting, rubbing or leering, "dirty" jokes, pictures or pornographic materials, comments, suggestions, innuendoes, requests or demands of a sexual nature. The behaviour need not be intentional in order to be considered sexual harassment.

All harassment is offensive and in many cases it intimidates others. It will not be tolerated within CLLC campuses or on CLLC activities.

## **Policy Exemptions**

The following practices, provided they are conducted in a professional manner, are not considered to fall within the scope of this policy:

1. Appropriate supervision & performance appraisal, including training, direction, instruction, evaluation, and counselling;
2. Appropriate disciplinary action consistent with CLLC policies and legal or contractual obligations; and
3. Other routine interactions, including interpersonal conflicts or difficulties which from time to time may arise.

### A) Procedure

If you are being harassed:

1. Tell the harasser that their behaviour is unwelcome and ask them to stop. It is acknowledged that in some instances this is not possible or appropriate. If you are unable to communicate directly with the harasser, report your concerns to your teacher or other supervisory personnel. A student who observes an incident that they reasonably believe is harassment should take the incident seriously and address the incident directly by speaking with the individuals involved or by reporting it to their teacher or other supervisory personnel.
2. Keep a record of incidents (date, times, locations, possible witnesses, what happened, your response). You do not have to have a record of events in order to make a complaint, but a record can strengthen your case and help you remember details over time.
3. Make a formal complaint by reporting the problem to one of the following individuals at your campus:
  - a. Teacher
  - b. Academic Manager
  - c. Campus Director
  - d. Any CLLC staff member you feel comfortable approaching

You also have the right to contact the Nova Scotia Human Rights Commission or to the Ontario Human Rights Commission to make a complaint of sexual harassment and you can report any incident of assault that has occurred to the following organizations:

## **Halifax**

*Avalon Sexual Assault Centre*

For an appointment or resources **902-422-4240**

(Monday to Friday, 8:30am - 12:30pm & 1:30pm to 4:30pm)

Immediately after a sexual assault (within 72 hours) contact the Avalon SANE Response Line

**902-425-0122** or proceed to the emergency departments of the IWK, Cobequid, QEII or Dartmouth General hospitals.

*Criminal Injuries Counseling Program* **902-424-4651** or **1-888-470-0773** (toll free)  
*Regional Victims' Services Offices* **902-424-3307**

*Halifax Regional Police*  
Emergency **911**  
Non-emergency **902-490-7252**

### **Ottawa**

*Ottawa Rape Crisis Centre* **613-562-2333** or **613-562-2334**  
*Sexual Assault Support Centre of Ottawa* **613-234-2266** or **613-725-2160**

*Ottawa Police Service*  
Emergency **911**  
Non-emergency **613-236-1222**

### **Toronto**

*Toronto Rape Crisis Centre* **416-597-8808** or **416-597-1171**

*Toronto Police Service*  
Emergency **911**  
Non-emergency **416-808-2222**

#### **B) Dealing With a Complaint**

1. Once a complaint is received, it will be kept strictly confidential except to the extent necessary to investigate and resolve the matter. An investigation will be undertaken immediately by senior management and all necessary steps taken to resolve the problem. If appropriate, the actions taken to resolve the complaint may include conciliation.
2. Both the complainant and the alleged harasser will be interviewed separately, as will any individuals who may be able to provide relevant information. All information will be kept in confidence except to the extent necessary to investigate and resolve the matter. Records concerning complaints, conciliations and investigations will be retained and stored in a secure and confidential manner.
3. If the investigation reveals evidence to support the complaint of harassment, the harasser will be disciplined appropriately. Discipline may include immediate ejection if perpetrated by a CLLC student. The incident will be documented in the harasser's file. No documentation will be placed on the complainant's file when the complaint has been made in good faith, whether the complaint is upheld or not.
4. If the investigation fails to find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser. Both the complainant and the alleged harasser will be notified in a timely manner of the decision in writing, by the Campus Director.
5. Regardless of the outcome of a harassment complaint made in good faith, the student lodging the complaint, as well as anyone providing information during the investigation, will be protected from any form of retaliation by either CLLC staff or members of the student body. Retaliation includes dismissal, demotion, unwanted transfer, denial of opportunities within the company or harassment of an individual as a result of having, in good faith, made a complaint or having provided evidence regarding the complaint.

6. In certain cases, provincial law may dictate that the local police be involved in the process from the beginning or that they will head an external investigation.

### C) Responsibility of Management

As a CLLC student you must know that it is the responsibility of a director, manager, or any person within CLLC, to take immediate and appropriate action to report or deal with incidents of harassment of any type, whether brought to their attention or personally observed. Under no circumstances should a legitimate complaint be dismissed or downplayed nor should the complainant be told to deal with it personally.

CLLC seeks to provide a safe, healthy and rewarding work environment for its employees. Harassment will not be tolerated within this company. If you feel that you are being harassed, contact us. We want to hear from you.

Contact Information

#### **CLLC Toronto**

Manager - Allison Bowen  
20 Eglinton Avenue East, 5th Floor  
Toronto, Ontario  
Canada  
M4P 1A9  
(416) 784-0550

#### **CLLC Ottawa**

Director - Carol Gariepy  
333 Preston St, 4th Floor  
Ottawa, Ontario  
Canada  
K1S 5N4  
(613) 237-8000

#### **CLLC Halifax (Duke & Citadel)**

Senior Manager - Natalie MacIsaac

Duke

5251 Duke St, Suite 203, 2nd Floor  
Halifax, Nova Scotia  
Canada  
B3J 1P3  
(902) 461-9577

Citadel

1741 Brunswick St, 5th Floor  
Halifax, Nova Scotia  
Canada  
B3J 3X8  
(902) 431-4666

**Waiver and Release**

I understand and agree that the Canadian Language Learning College and its partners including homestay families are not liable for any injury, loss or unfortunate happening that I may encounter while I am staying at my homestay and/or participating in activities or school events, outings, or any event related to the Canadian Language Learning College. I completely release the Canadian Language Learning College from any possibility of being held liable by myself and/or anyone representing myself.

I understand that I must follow and abide by all instructions given by the Canadian Language Learning College staff and if I fail to do so this shall release any claim by me. I also understand that CLLC may take photographs of classes or activities of which I may be included and I give permission to CLLC to use these in school publications, websites or advertising as is deemed necessary.

**Confidentiality**

Please be advised that all personal and academic information collected by CLLC will not be released to any third party representative unless permission has been granted.

Signature: \_\_\_\_\_

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