



STUDENT EXPULSION POLICY GUIDE

As prescribed under s. 3.15, s.20.13, and s.24.4 of O. Reg. 415/06.

English Encounters is committed to taking all reasonable steps to ensure that students have the opportunity to successfully complete their programs. English Encounters has a commitment to ensure that within this general framework all students are treated fairly and equitably. Students who do not support the academic and ethical goals of English Encounters for themselves and their fellow students may be subject to penalties, up to and including expulsion.

In general, English Encounters will attempt to resolve a situation without expulsion. Verbal warning, written warnings and suspension may precede this final and most serious of actions. Where English Encounters deems the integrity, safety or well-being of the school, students, staff, clients, visitors and other guests is in danger, then expulsion may be applied at the school's discretion at any point in the process.

In conjunction with this policy, English Encounters will ensure that students receive and are aware of its code of conduct, its academic policy, and its attendance policy.

The following outlines the conditions under which a student may be expelled with cause:

Academic Dishonesty – students may be subject to expulsion at the discretion of English Encounters for academic dishonesty. Academic dishonesty is any word, action or deed performed alone, or with others for the direct or indirect intention of providing an unfair advantage or benefit to self or other student(s) including: cheating, plagiarism, unapproved collaboration, alteration of records, bribery, lying or misrepresentations.

Outstanding Fees – failure to pay tuition or other fees due to English Encounters is considered to be theft, and students who fail to remit outstanding fees may be expelled after written warning has been provided by the school and the student fails to comply within the stated parameters.

Code of Conduct - all students are required to adhere to English Encounters' published code of conduct. Where the violations do not have the potential to result in physical harm to persons or property, the school may expel a student who has received suspension for failure to comply and has since violated any of the terms of the school's code of conduct. Students who are found under the influence of drugs and/or alcohol or carrying weapons will be subject to immediate expulsion.

Significant Omissions or Errors in Admissions Documentation – English Encounters has a responsibility to ensure students have been admitted in accordance with the registration requirements for the program. Students who knowingly or in error misrepresent their applications are subject to immediate expulsion.



Academic Failure – students who fail to achieve the required academic standing in their programs may be expelled from the program. English Encounters may at its discretion offer alternatives to a student and these are outlined in the academic policies for the program of study.

Attendance – students who do not achieve the required attendance as stated in English Encounters policy (80% or more) are subject to expulsion. Students who are absent from class for more than five consecutive days without sufficient cause may be automatically expelled.

Harassment or Discrimination – English Encounters does not condone harassment or discrimination of any student, staff, client or visitor to the school. Students participating in harassing or discriminatory activities are subject to immediate suspension pending investigation. Expulsion is mandatory for any student who is deemed by the investigation to have engaged in harassing or discriminatory activities. In determining what constitutes harassment or discrimination, English Encounters refers to The Ontario Human Rights Code. Students requiring more specific information may refer to the specific code as posted on the Provincial web site.

Misuse of School Property – English Encounters property is for the provision of language school services. Students who damage, misuse, steal or otherwise use the property in a way that is prohibited may be expelled and required to make restitution.

Endangerment of Staff or Students – English Encounters is committed to the right of all staff, students, clients and visitors to be safe. Students who by action or neglect in any way endanger the safety of themselves or others may be expelled. Prior to expulsion, depending on the severity and nature of the situation, English Encounters may take intermediate steps at its discretion including: verbal warning, written warning, suspension or expulsion

Notification

Students who are subject to expulsion for any reason will be notified in writing, either hand delivered or by registered mail with return receipt. English Encounters is not responsible for non-delivery by registered mail if the student has not provided a valid home address where the student currently resides.

The notification will contain a description of the basis for expulsion and the effective date. Expelled students who dispute the facts of the expulsion must appeal the decision within three days of the notification following the complaints procedure provided to the student and providing sufficient proof to support the complaint.

Students who file an appeal and are unsuccessful are considered withdrawn from English Encounters. Further appeals must be filed through the Complaints process of Languages Canada (phone: 604-625-1532 or at www.languagescanada.ca/en/contact)



Fees

A student who is expelled by English Encounters will be considered withdrawn from their program on the effective date of the expulsion. English Encounters will officially withdraw the student and settlement of the student's account will be completed under English Encounters Refund Policy.

Return of Property

A student who is expelled is responsible for the return of any school property in his/her own possession within 10 days and will be held financially responsible for any property not returned in good condition or as outlined in the student contract. However, English Encounters may not deduct from a student's fee refund, as set out in the enrolment contract, any amount owing by the student with respect to such property.