



**Central College**  
of Business & Technology

# ***General Policies***

# **GENERAL:**

## **CLASSROOM ETIQUETTE**

The **USE OF CELLPHONES IN CLASS IS STRICTLY PROHIBITED**. Be considerate of your classmates and instructors, and turn off your cell phone during all classes and labs. No recording devices of any kind are allowed in classrooms or labs (except in cases of documented physical disability which would require such a device). In addition, the College will not accept personal calls for students, unless an emergency situation arises.

There is **NO EATING, DRINKING OR SMOKING PERMITTED IN ANY CLASSROOM, LAB, OR IN THE PROXIMITY OF ANY EQUIPMENT**.

## **STUDENT PERSONAL INFORMATION**

If your personal information changes (e.g. phone number, address etc.), please make sure that the changes are given **in writing** to the College within 7 days. Failure to do so will result in you not receiving important information, which may disrupt your progress.

Due to internal confidentiality policies and government confidentiality regulations, be advised that no personal information whatsoever will be released, verbally or written, without prior written permission from the student.

## **SMOKING AND DRINKING**

There is **ABSOLUTELY NO SMOKING** within a 10-meter radius of the building, as per building code. There is **NO LOITERING** around the Campus. Please note that cigarettes, alcoholic beverages or illicit drugs of any kind are strictly prohibited in the student lounge or in any other location in and around the College.

## **FIRE PROCEDURE**

**In case of an emergency, where evacuation from the College Campus is necessary (example: fire, medical, etc.) please follow the following procedures:**

All students are to proceed in a calm and collected manner, following the directions of the campus Fire Warden.

- a) Faculty will usher students to safety through the allocated emergency exits. ***To ensure the safety of all students, NO ONE is permitted to go back into the building to access one's belongings in an emergency situation.***
- b) ***DO NOT use the elevators during a fire evacuation.***
- c) Upon safe exit of the building, students and college will be directed to the pre-arranged safety zone. ALL students are asked to stay together at the safety zone. This is imperative, as instructors will need to re-take attendance and notify the Fire Warden of missing individuals.

# **ACADEMIC POLICIES:**

Academic honesty means that all Central College students will conduct themselves in an honest and trustworthy manner in all aspects of their academic career. Engaging in any form of academic dishonesty to obtain any type of academic advantage or credit is an offence under this policy and will not be tolerated by the College.

## **ATTENDANCE AND LATENESS**

### **Definitions**

**Attendance** – As used in this policy means a quantitative measure used to determine student progress. Satisfactory attendance is established when students are present in the assigned classroom or placement agency for the scheduled academic or work placement hours.

**Scheduled Break** – As used in this policy means a set number of consecutive days when no classes are scheduled as determined by the College or the partner placement agencies.

### **Generally**

Attendance in class and placement is critical to student academic success. This policy sets standards that provide for the withdrawal and dismissal of students whose absences exceed a set rate. A student is considered present if he or she is in the assigned classroom or placement center for the scheduled amount of time.

### **Establishing Attendance**

The College shall take attendance for each class session beginning with the first day of scheduled classes. College is responsible for monitoring student attendance and advising students who have been absent from their classes. Under no circumstances shall students who are absent be recorded as present. Falsification or willful entry of inaccurate attendance is grounds for termination.

Placement supervisors are responsible to mark attendance on a daily basis beginning the first day of the placement. Individual college is responsible for visiting the placement centers to ensure, besides other duties, that attendance is marked accurately on a daily basis.

### **Monitoring Student Attendance**

The College shall monitor student attendance on the basis of both consecutive absences (the “Consecutive Absence Rule”). A student may appeal an attendance dismissal pursuant to the Student Academic Appeals Policy.

A lack of student attendance is a basis for student academic advising. At the beginning of each course, college shall inform students of the following:

- The policy regarding absences as indicated herein;
- The importance of regular attendance; and
- That attendance is required to receive credit for the course.

### **Consecutive Absence Rule**

- If a student is absent for 7 consecutive days, the student shall receive an Attendance Warning in writing.
- If a student is absent for 21 consecutive days, the student will be placed in placed on Academic Probation.
- If a student is absent for 28 consecutive days, the student shall be notified in writing that he or she has been dismissed from the College. The notice will be issued no later than 5 days after establishing that the student had 28 consecutive days of absence.

Notwithstanding the above rule, when applicable, students must complete 100% of the required practicum hours in order to graduate.

### **Attendance Records and Appeal**

The manual attendance roster is the official record of attendance and must be approved and signed by the relevant college member at the end of each course.

A student may challenge the accuracy of attendance recorded by filing an appeal in writing with the education department. Each student has 15 calendar days to appeal the accuracy of an attendance record after receiving a notice from the College, without an appeal the record is considered permanent upon the 16th calendar day. Notwithstanding this requirement, any attendance roster that has been used to verify the accuracy of attendance as part of any audit procedure shall be maintained for thirty-six (36) months.

### **Dismissal Date**

When a student is dismissed for violating the Consecutive Absence Rule, the dismissal date shall be the 28<sup>th</sup> consecutive calendar day. The Last Day of Attendance is the date that shall be reported on the student file.

### **Make-Up Absence**

Student with absence less than 28 consecutive days must submit a letter in writing to the education department to demonstrate how he or she will make up missed attendance and assignments.

Qualified make-up absence activities must engage the student in a meaningful applicable coursework. The make-up work must be related to the course in which the absence is applied. Make-up activities must occur only outside of the student's regularly-scheduled class time.

Make-up activities must be overseen by a member of the Academics Department (or designee), as appropriate. The make-up activities may occur in a designated make-up activity area.

Qualified make-up activities include, but are not limited to the following academic activities:

- Taking or re-taking a quiz or test
- Performing lab practice or check-offs
- Facilitated content review
- Facilitated /demonstrable study
- Engaging in a study group or group project
- Tutoring
- Completing in-class or homework assignments

## **INCLEMENT WEATHER**

Should the need arise for College to close the school due to inclement (severe) weather conditions, administrative staff will either e-mail or phone all students during the early morning hours on the day of closure.

## **COMPLETING A PROGRAM OF STUDY**

A student must complete all program academic requirements in a given Diploma program within the time stipulated in the Program Enrolment Contract.

A student, who wishes to return to complete his/her studies after a lengthy absence, will be required to apply for, enroll in, and retake the entire program. Advanced standing for more than 25% of the Program that was previously successfully completed will not be considered. If approval is granted, the student may be required to complete a re-admission competency exam, and will be required to complete a new Vocational Program Enrolment Contract.

## **TUITION FEE PAYMENT**

All students are required to make their tuition fee payments or arrange a payment schedule with the Student Financial Services upon registration or prior to the first day of classes. Failure to make contracted payments at required dates may result in delays in starting classes. All payments are made in Canadian dollars.

## **WITHDRAWAL AND DISMISSAL POLICY**

A student is considered enrolled in a program of study (even if absent) until the College receives a written withdrawal letter (delivered personally or by e-mail). The effective date of cancellation is the date of receipt of your letter by the College. Please refer to your Enrollment Contract, “Fee Refund Policy-Vocational Programs”. Any person intending to withdraw from studies must speak to the College and follow specific procedures.

Students intending to withdraw from Central College should comply with the following procedures, which are designed to ensure a smooth flow of information regarding a student’s departure, to assess data regarding withdrawal, and to minimize potential problems in the event of readmission:

1. All required forms must be submitted, and an exit interview completed, at the Office of the Registrar before leaving the campus.
2. Refunds are based on the refund schedule published by the College.
3. Students on academic probation at the time of withdrawal will have that status noted on their transcript.
4. Students who transfer to another college are required to withdraw from Central College. Any matriculated student who does not register and does not notify the Office of the Registrar of his or her withdrawal from Central College will be administratively withdrawn by the registrar.
5. Academic dismissal will supersede any withdrawal.
6. A student who is dismissed may not take any coursework at Central College for one year following his or her dismissal.

## **PLAGIARISM AND CHEATING**

### **Definitions**

**Plagiarism:** is the act of representing someone else’s work as one’s own.

**Cheating:** is any act of academic dishonesty.

Plagiarism and cheating are absolutely forbidden. The College enforces a zero-tolerance cheating and plagiarism policy. Any student who cheats or plagiarizes material for academic grading will be penalized. Any student found to be committing this type of offence will be subject to disciplinary action.

## **EXPULSION AND SUSPENSION POLICY**

A student who fails to maintain satisfactory progress, is disruptive, obscene, under the influence of drugs or alcohol, or does not make timely tuition payments, is subject to immediate expulsion, and refunds will apply as per the College Tuition Fee Refund Policy.

Students are expected to arrive on time and be prepared for each practicum session. Students who demonstrate blatant disregard for these standards despite an oral and a written reminder may be subject to expulsion from the program. Refunds will apply as per the College Tuition Fee Refund Policy.

Central College reserves the right to enforce a student discipline policy that is not inconsistent with the laws, Regulations, and policy directives enforced by the Ministry of Training Colleges and Universities.

Central College will seek to enforce and uphold a discretionary (at Central College's discretion) graduated discipline policy, meaning that some forms of student misconduct will not warrant an immediate expulsion. Forms of academic discipline other than immediate expulsion include but are not limited to

- a. Reduction in grade or "zero" (where appropriate)
- b. Verbal warning
- c. Written warning
- d. Suspension;

Central College:

- is committed to the fruitful resolution of the complaints by students, College staff, guests, strategic partners and anyone associated with College business;
- while resolving complaints involving any parties within the scope of College services, The College places the student's successful completion of the program as top priority;
- treats all students fairly and equitably;
- Students who do not support the academic and ethical goals of the College for themselves and their fellow students may be subject to warnings up to and including expulsion.

The College constitutes the following student behavior as grounds for expulsion with cause:

- Admissions - Provision of incorrect personal and academic information to gain admission in a program offered by the College.
- Outstanding Fees - Failure to pay the due fees on time to the College as agreed per Program Enrolment Contract, a student may be expelled within 30 days of not having paid any outstanding tuition/fees, but expulsion shall not be the sole and exclusive remedy for non- payment of fees (Central College may, at its discretion, exercise any remedy to protect itself that does not offend the Private Career Colleges Act, 2005 or the Regulations made thereunder).
- Failing Grade - Students who do not meet the academic requirements of a program may be expelled.
- Conduct - Use of abusive language and bullying that has potential to result in physical harm to any person in College premises or College property, violation of College protocols, procedures, notices & warnings.
- Misuse of College Property - Damage, misuse or stealing of College properties; using the property in a way that is prohibited by government laws.

- Addiction - Under the influence of drugs and/or alcohol, under no circumstances will Central College permit the use of drugs or alcohol on the premises. Nor will Central College allow the use of drugs and alcohol to compromise the integrity of Central College's programs or disrupt other students.
- Harassment or Discrimination - Harassment or discrimination of any student, staff, client or visitor.
- Endangerment of Staff or Students - Life threatening acts directed to themselves, College staff, other students, clients and visitors; carrying weapons on the College premises.
- Attendance - Periodic or continuous absence without notifying College authorities; not showing up at all - in scheduled training and/or work practicum.
- Academic Dishonesty - Direct or indirect intention of providing an unfair advantage or benefit to self or other students including - cheating, plagiarism, unapproved collaboration, alteration of records, bribery, lying, misrepresentations.
- Academic Fraud: Includes, but is not limited to:
  - (i) Cheating on a test or assignment that is graded;
  - (ii) Plagiarism;
  - (iii) Violation of Central College's or instructor copyright;
  - (iv) Unauthorized collaboration of graded work;
  - (v) Alteration of academic records of any sort.

### **Expulsion Procedure:**

The College will attempt to resolve a situation without expulsion. Verbal warning, written warnings and suspension may precede this final and most serious course of action. The College may apply expulsion at any time and, while before, during or after any legal proceedings. The Director of the College is responsible for issuance of expulsions.

If legal proceedings are involved then:

- a) The proceedings shall be governed by the laws of the Province of Ontario.
- b) In the event of dispute both parties shall irrevocably adhere to the jurisdiction of the courts of the Province of Ontario.

### **Expulsion Notification:**

Students who are subject to expulsion for any reason will be notified in writing, either hand delivered or by registered mail or by e-mail with return receipt. The notification will contain sufficient detail to allow the student to comprehend the conditions that has resulted in expulsion and the effective date.

### **Expulsion Appeal:**

An expelled student, registered in a Vocational program, who disputes the facts of the expulsion decision, must appeal to College authorities in writing within five (5) business days from the date of received expulsion notification.



**Expulsion Outcome:**

Students who file an appeal and are unsuccessful:

- a) Are considered withdrawn from the College on or after the effective date of expulsion.
- b) A suspension or expulsion will be recorded on a student's academic record and transcript, and all forms of discipline may be placed and retained in the student's file.
- c) Will be refunded their paid fees as per the Tuition fee refund policy.
- d) Will not be issued any College credentials or awards.
- e) Will be financially responsible for the replacement costs of any College property not returned in good condition.
- f) Will be responsible for legal and other costs with regards to personal injury of others or themselves as well as damages to College property.

**Expulsion Appeal:**

An expelled student, registered in a Vocational program, who disputes the facts of the expulsion decision, must appeal to College authorities in writing within five (5) business days from the date of received expulsion notification. Address the appeal to: Mr. Balraj Sidhu, Central College of Business and Technology, 201-1140 Burnhamthorpe Road West, Mississauga, ON L5C 4E9  
[admin@central-college.ca](mailto:admin@central-college.ca)

**Further Appeal:**

An expelled student, registered in a Vocational program, who disputes the facts of the expulsion decision, may further appeal in writing within five (5) business days from the date of received expulsion notification, to Ministry of Training Colleges and Universities pursuant to the provisions of the Private Career Colleges Act, 2005, so long as the discipline relates to a approved program.

## **FEE REFUND POLICY**

Fee Refund Policy as Prescribed under s. 25 to 33 of O.Reg. 415/06

### **Full refunds**

25. (1) A private career college shall refund all of the fees paid by a student under a contract for the provision of a vocational program in the following circumstances:

1. The contract is rescinded by a person within two days of receiving a copy of the contract in accordance with section 36 of the Act.
2. The private career college discontinues the vocational program before the student completes the program, subject to subsection (2).
3. The private career college charges or collects the fees,
  - i. before the registration was issued for the college under the Act or before the vocational program was approved by the Superintendent, or
  - ii. before entering into a contract for the provision of the vocational program with the student, unless the fee is collected under subsection 44 (3).
4. The private career college expels the student from the college in a manner or for reasons that are contrary to the college's expulsion policy.
5. The private career college employs an instructor who is not qualified to teach all or part of the program under section 41.
6. The contract is rendered void under subsection 18 (2) or under section 22.
7. If a private career college fails to, or does not accurately, provide in the itemized list provided to the Superintendent under section 43 a fee item corresponding to a fee paid by a student for the provision of a vocational program, the college shall pay the student,
  - i. in the case of an item not provided by the college, the full amount of the fee for the item, and
  - ii. in the case of a fee in excess of the amount of the fee provided for the item, the difference between the amount of the fee for the item provided to the Superintendent and the fee collected.

(2) A full refund is not payable in the circumstances described in paragraph 2 of subsection (1) if the discontinuance of the vocational program coincides with the private career college ceasing to operate.

(3) A refund is not payable under paragraphs 1 to 6 of subsection (1) unless the student gives the private career college a written demand for the refund.

(4) A refund under subsection (1) is payable by the private career college within 30 days of the day the student delivers to the college,

- a. in the case of a rescission under section 36 of the Act, notice of the rescission; or
- b. in the case of a refund under paragraphs 2 to 6 of subsection (1), a written demand for the refund.

**Partial refund where student does not commence program**

26. (1) If a student is admitted to a vocational program, pays fees to the private career college in respect of the program and subsequently does not commence the program, the college shall refund part of the fees paid by the student in the following circumstances:

1. The student gives the college notice that he or she is withdrawing from the program before the day the vocational program commences.
2. In the case of a student who is admitted to a vocational program on the condition that the student meet specified admission requirements before the day the program commences; the student fails to meet the requirements before that day.
3. The student does not attend the program during the first 14 days that follow the day the program commences and the college gives written notice to the student that it is canceling the contract no later than 45 days after the day the program has commenced.

(2) The amount of a refund under subsection (1) shall be an amount that is equal to the full amount paid by the student for the vocational program, less an amount equal to the lesser of 20 per cent of the full amount of the fee and \$500.

(3) A refund under subsection (1) is payable,

- (a) in the case of a refund under paragraph 1 of subsection (1), within 30 days of the day the student gives notice of withdrawing from the program;
- (b) in the case of a refund under paragraph 2 of subsection (1), within 30 days of the day the vocational program commences; and
- (c) in the case of a refund under paragraph 3 of subsection (1), within 45 days of the day the vocational program commences.

(4) For the purposes of paragraph 3 of subsection (1), it is a condition of a contract for the provision of a vocational program that the private career college may cancel the contract within 45 days of the day the vocational program commences if the person who entered the contract with the college fails to attend the program during the 14 days that follow the day the vocational program commences.

(5) A private career college that wishes to cancel a contract in accordance with subsection (4) shall give written notice of the cancellation to the other party to the contract within 45 days of the day the vocational program commences.

**Partial refunds: withdrawals and expulsions after program commenced**

27. (1) A private career college shall give a student who commences a vocational program a refund of part of the fees paid in respect of the program if, at a time during the program determined under subsection (3),

- a) the student withdraws from the program after the program has commenced; or
- b) the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy.

(2) This section does not apply to vocational programs described in sections 28 and 29.

(3) A private career college shall pay a partial refund under this section only if the withdrawal or expulsion from the vocational program occurs at a time during the program determined in accordance with the following rules:

1. In the case of a vocational program that is less than 12 months in duration, the withdrawal or expulsion occurs during the first half of the program.

2. In the case of a vocational program that is 12 months or more in duration,

- i. for the first 12 months in the duration of the program and for every subsequent full 12 months in the program, the withdrawal or expulsion occurs during the first six months of that 12-month period, and
- ii. for any period in the duration of the vocational program remaining after the last 12-month period referred to in subparagraph i has elapsed, the withdrawal or expulsion occurs in the first half of the period.

(4) If the student withdraws or is expelled from a vocational program within the first half of a period referred to in subsection (3), the amount of the refund that the private career college shall pay the student shall be equal to the full amount of the fees paid in respect of the program less,

- (a) an amount that is equal to the lesser of 20 per cent of the full amount of the fees in respect of the program and \$500; and
- (b) the portion of the fees in respect of the portion of the period that had elapsed at the time of the withdrawal or expulsion.

(5) If the student withdraws or is expelled from a vocational program during the second half of a period referred to in subsection (3), the private career college is not required to pay the student any refund in respect of that period.

(6) A private career college shall refund the full amount of fees paid in respect of a period that had not yet commenced at the time of the withdrawal or expulsion.

**Partial refunds: distance education programs**

28. (1) This section applies to a vocational program that is offered by mail, on the internet or by other similar means.

(2) A private career college shall give a student who commences a vocational program referred to in subsection (1) a refund of part of the fees paid in respect of the program if,

(a) The student withdraws from the program or the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy; and

(b) At the time of the withdrawal or expulsion, the student has not submitted to the private career college all examinations that are required in order to complete the program.

(3) The amount of the refund that a private career college shall give a student under subsection (1) shall be determined in accordance with the following rules:

1. Determine the total number of segments in the vocational program for which an evaluation is required.

2. Of the total number of program segments determined under paragraph 1, determine the number of segments in respect of which an evaluation has been returned to the student.

3. The amount of the refund that the private career college shall pay the student shall be equal to the full amount of the fees paid in respect of the program less,

i. an amount that is equal to the lesser of 20 per cent of the full amount of the fees in respect of the program and \$500, and

ii. the portion of the fees in respect of the number of segments determined under paragraph 2.

(4) A private career college is not required to give a student any refund if the student, at the time of withdrawal or expulsion, has been evaluated in respect of more than half of the total number of segments in the program.

**Partial refunds: non-continuous programs**

29. (1) This section applies to a vocational program approved by the Superintendent to be provided through a fixed number of hours of instruction over an indeterminate period of time.

(2) A private career college shall give a student who commences a vocational program referred to in subsection (1) a refund of part of the fees paid in respect of the program if, before completing the required number of hours of instruction,

(a) the student has given the college notice that he or she is withdrawing from the program; or (b) the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy.

- (3) The amount of the refund that a private career college shall give a student under subsection (1) shall be equal to the full amount of the fees paid in respect of the program less,
- (a) an amount that is equal to the lesser of 20 per cent of the full amount of the fees in respect of the program and \$500; and
  - (b) a portion of the fees in respect of the program that is proportional to the number of hours of instruction that have elapsed at the time of the withdrawal or expulsion.

(4) A private career college is not required to give a student any refund if the student, at the time of withdrawal or expulsion, has completed more than half of the required number of hours of instruction in a program.

### **No retention of refund**

30. A private career college shall not retain, by way of deduction or set-off, any refund of fees payable to a student under sections 25 to 29 in order to recover an amount owed by the student in respect of any service or program other than a vocational program offered by the private career college.

### **Treatment of books and equipment**

31. In calculating a refund under sections 25 to 29, a private career college may retain the retail cost of books or equipment that the private career college supplied to the student if the student,

- (a) Fails to return the books or equipment to the private career college within 10 days of the student's withdrawal or expulsion from the program, or
- (b) Returns the books or equipment to the private career college within the 10-day period referred to clause (a), but fails to return it unopened or in the same state it was in when supplied.

### **Refund for international students**

32. A notice to a private career college that is provided by or on behalf of an international student or of a prospective international student and that states that the student has not been issued a temporary resident visa as a member of the student class under the Immigration and Refugee Protection Act (Canada) is deemed to be,

- (a) notice of a rescission of the contract for the purposes of section 36 of the Act if the notice is given within two days of receiving a copy of the contract; and
- (b) notice that the student is withdrawing from the program for the purposes of paragraph I of subsection 26 (1) or clause 29 (2) (a) if the notice is received on or before half of the duration of the program has elapsed.

### **Currency**

33. Any refund of fees that a private career college is required to pay under the Act shall be paid in Canadian dollars.

## **EXAMINATIONS**

- a) It is strictly forbidden to bring into an examination or test room any instruments, notes or books other than those assigned by the instructor, for the examination.
- b) Students are forbidden to talk during an exam. Any questions about the exam must be directed to the exam monitor.
- c) The exam monitor cannot and will not answer any questions that have a direct bearing upon the writing of the exam.
- d) Any student, or students, found cheating on an exam or aiding such action will receive a mark of zero for that exam and will be subject to disciplinary action.
- e) A student who does not hand in an exam or put his/her name on the exam will receive a mark of zero. A student who misses an exam without prior written authorization will be penalized.
- f) A student who has to leave the examination room for reasons of illness must hand in all exam papers. He or she will be put under surveillance and will not be allowed back in without authorization.
- g) No time extension will be given on a test or exam for late arrivals, for any reasons. All tests and exams must be written within the official time allotted.
- h) Students must write exams at the time, date and place set for the examinations. In case of illness a student must submit a doctor's note to the College, within 2 days of returning back to class. Job and/or personal commitments are NOT acceptable reasons for missing an exam. Under extreme personal circumstances (family death or crisis), where the student feels there is a valid reason for missing an exam, the student must state and submit his/her case in writing to the College for special consideration. Permission to re-write may be granted due to extreme personal circumstances.
- i) Should the College, for any reason, cancel an exam, the exam will be re-scheduled.
- j) A student is only permitted 1 rewrite or retake in each course. If a student fails a second attempt, he/she will be removed from the program. If a student fails the first re-write or re-take, he/she must revisit the course with the instructor

## **EVALUATION AND GRADING**

Students are evaluated in each course on a combination of class participation, home work/assignments and/or projects, mid-course examinations, and/or final examinations. The grading system is based on a percentage system:

In order to graduate, students must pass all of their courses (with a minimum mark of 60%) and attain a minimum overall program average of 60%. Please check your specific diploma program that may contain courses with a different minimum pass grade, or other passing grade requirements. These quality standards are strictly enforced before anyone is allowed to receive a Diploma/Certificate from the College.

Failure of any two courses in a term will result in the student's ineligibility to continue studies. A student may re-take one failed course in a Diploma Program free of charge. If a student is required to, or wishes to retake a course a third time, the student will be charged 100% of the course tuition fee. The tuition fee will be the fee in effect at the time that the course(s) is/are re-taken.

Grades for all assignments in each module are recorded in the student's permanent record. A final examination is given at the end of each module unless there is a notice to the contrary. Students are required to take these examinations when scheduled. Grade will be given for no-show for exams.

However, a student will be able to re-schedule a quiz, an exam or a project presentation if she/he is able to provide proper documentation (e.g. a student is sick) or provide a prior notice.

A re-take exam must be scheduled not earlier than a week from the original exam. If a student is still unable to attend the re-examination within 4 weeks of the conclusion of the semester, the instructor indicating the reasons for the incomplete grade files an incomplete grade. The instructor will inform the student that an incomplete has been granted and will indicate conditions for its removal.

Student complaints of an academic nature should initially be discussed between the student and the student's instructor. Failing a satisfactory resolution of the problem at this level, the student should consult with the Program Manager.

Students wishing to initiate a grade appeal must do so within four weeks of the beginning of the following semester. Other than, in cases of computational or clerical error, grades may only be changed by following the Grade Appeal Procedure. If the grade was not revised through the above process, the student may further appeal to the Director of college. The Director will review all materials and determine whether or not a grade change shall be approved, and shall advise the involved student and instructor of the decision.

### **Student Work Evaluation System**

The grading system consists of written tests, presentations, midterm exam and final exam. All students are required to complete written tests, midterm exam and final exam individually. However, students are allowed to work on presentations in groups of maximum 2 students if they wish so.

All assignments will be graded by the course instructor. The grades will be given in %. Maximum grade a student can obtain for each assignment is 100%. The grade breakdown schedule is following:

90 – 100%.....Exceptional  
80 – 90 %.....Excellent  
70 – 80%.....Good  
60 –70 %.....Satisfactory  
Below 60 %.....Poor (Failure)

It is at the discretion of the instructor to decide on the borderline grade. The grade for each module will be determined based on student performance on the following:

Written tests .....20%  
Presentations .....25%  
Midterm Exam .....25%  
Final Exam (Cumulative).....30%

A final grade will be calculated based on student's performance during each module, as well as student's attendance and class participation throughout the whole study. The final grade breakdown is as follows:



<b>Activity</b>	<b>Value</b>
Attendance	10%
Participation	20%
Cumulative Grade Average	40%
Midterm Exam	10%
Final Exam (Cumulative)	20%

A maximum final grade is 100%. A student is required to obtain a final grade of minimum 65% to graduate from the program.

## **TRANSCRIPTS AND DIPLOMAS**

An Interim Transcript will be issued at the mid- point of your program of study. An official Final Transcript will be mailed to you when all completed grades have been received from instructors and placement hours are fulfilled (if required). During your studies, you will have access to each course grade, as it becomes available. A Final Official Transcript will not be issued to students who have an unpaid tuition fee balance.

To be eligible to receive your DIPLOMA, you must pass all of your courses (minimum grade must be 60% or the percentage stipulated in your specific diploma program), and have an overall minimum program average of 60%, or the percentage stipulated in your specific diploma program. It is your responsibility to ensure that you have completed all program requirements. Your diploma will not be released until all outstanding tuition and other fees are paid in full.

## **SCHEDULING**

It is not possible to accommodate all students when it comes to scheduling, so plan to arrange your personal and/or work schedules around your College schedule. You must attend all classes and labs during designated times as per your Class Schedule.

## **BULLETIN BOARDS**

Bulletin boards have the following specific purposes:

### **Job Board**

New career or co-op opportunities are posted on the Job Board. However, no guarantee of employment is made. We will assist you in any way we can. Counseling in career planning and development are offered through the Career Services Department.

### **Student Use of Bulletin Boards**

If you wish to put something on bulletin boards please make sure that you have permission to do so from the Campus Director, otherwise your bulletins will be removed without notice. DO NOT affix any posters or bulletins on any walls or glass; they will be removed immediately.

## **LAB PROCEDURES**

- a) Consumption of food and/or beverages is not permitted in labs at any time.
- b) It is the responsibility of the individual student to be present for all labs. Attendance will be taken at each session.
- c) Outside guests are not permitted in labs or classrooms without prior approval from the College.

## **RULES OF CONDUCT**

Student Code of Conduct outlining the Central College rules and regulations will be made available for all students to familiarize themselves with College policies on the following:

### **Dress Code:**

Professional business attire is preferred. Clothing must be clean, repaired and pressed. Blue jeans, track pants, tank tops, T-shirts, shorts are allowed. However see-through garments or short skirts and dresses are NOT acceptable, nor is clothing that is too baggy or sexually aggressive.

### **Attitude:**

Students are encouraged to promote a positive environment.

### **Confidentiality:**

Students are expected to respect all confidential and privileged information concerning job internships, training place hosts, and fellow students.

All students at must abide by the following rules. Failure to do so may result in disciplinary action or expulsion from the program without recourse.

- a) The time established for the start of class must be respected to avoid loss of study time.
- b) In order to prevent damage to equipment and facilities, it is forbidden to eat and/or drink in any College training areas (classrooms and labs).
- c) The College does not assume any responsibility for any personal belongings brought to the premises.
- d) Anyone consuming alcohol and/or drugs, or evidencing symptoms of having done so during class or lab time, will be expelled without recourse. Anyone caught with alcohol or drugs will be reported to the Campus Director for disciplinary action, and authorities may be notified.
- e) If a student is sufficiently disruptive or his/her behavior is inappropriate, he/she may be subject to disciplinary action.
- f) The College has zero tolerance for possession of any weapon or towards violent and/or threatening behaviour. Any student found in possession of a weapon or exhibiting violent behaviour to students, instructors or staff will be expelled without recourse and authorities may be notified.
- g) Office equipment is not for student use (photocopier, fax machine, phone). Students may request photocopies at the reception desk -ma charge may apply.
- h) The area behind the reception desk is “out of bounds” to all students.
- i) Students are responsible for becoming familiar with **ALL emergency exits** in the College.
- j) Tampering with emergency exits, safety devices and alarm systems is strictly prohibited. If a student is found responsible for a false alarm (fire or security), that student will be held responsible for any charges and/or penalties and will be subject to disciplinary action.
- k) Students, who break, destroy, steal or lose property belonging to the College, on or off campus, will be held financially responsible for the replacement or repair of that equipment.
- l) All College equipment must be used with the greatest of care and respect. Misuse of equipment, such as pounding on keyboards, scratching monitors, pulling cables, wires, or any connectors is strictly forbidden.
- m) It is strictly forbidden to copy or to attempt to copy any software and/or data that is found in the premises of the College. Any attempt to do so may result in legal action against the offender(s) by the software vendors and/or the College.
- n) The College reserves the right to add, delete, or modify any of the existing regulations without prior notice.

## **COMPUTER SOFTWARE AND EQUIPMENT**

The computer facilities at the College are provided for the use of its students, college and staff in support of the learning, teaching, and administrative functions. For the purpose of this document, “computer facilities” shall include all shared computers, all network access and the personal computers available for student use (including workstations).

The following list is not exhaustive, but it provides an idea of the types of misconducts and abuses that may result in disciplinary actions being taken by the College:

- a) No food or beverage is allowed in the computer rooms
- b) While using College equipment and software, the student is completely responsible for ensuring the safety and security of the software and equipment being used.

- c) Only the use of authorized software is permitted on College property and equipment. The use of illegally obtained software is strictly prohibited. Under no circumstances are students permitted to bring such software onto College property. This regulation also includes privately owned software.
- d) Any student found in possession of pirated software on College property will be subject to disciplinary action. The student may also be subject to legal action.
- e) Any student who copies software from College hard drives or the College's network (copyright infringement) will be subject to disciplinary action and may be prosecuted to the fullest extent of the law.
- f) Any student who steals computer equipment, computer parts (memory, boards, etc..) or computer peripherals (printers, etc..) will be expelled and prosecuted to the fullest extent of the law.
- g) Unauthorized transfer of a file is strictly prohibited.
- h) No accessing for Nudity, Sex or Violence websites.
- i) Unauthorized use of another individual's password or identification is strictly prohibited.
- j) Use of the computer facilities that interferes with the work of the Instructors, staff members, or other students is strictly prohibited.
- k) Use of the computer facilities to view and/or create and/or send abusive or obscene materials or messages is strictly prohibited.
- l) Use of computer facilities that interferes with the normal operation of the College's computing system is strictly prohibited.
- m) The introduction, reproduction or promotion of computer viruses is strictly prohibited.

**NOTE:** On a regular basis, all computer hard drives are cleaned and/or formatted; therefore, all students' files are deleted. Make sure that you make proper back-ups of all your work files and projects.

### **GOOD STANDING POLICY**

The major reason for poor student retention and poor academic results is absenteeism. Every instructor must keep a Class Attendance Sheet of each student. If a student is absent for five days without authorization, she/he will be withdrawn from the College. In this regard an Absenteeism Dismissal Letter will be sent to the student. The date to be used for the cancellation calculation is the tenth day after their last attendance day.

#### **The student:**

- may only be absent from class due to an approved absence.
- will make up all course work and hours missed due to absence.
- who misses a test or assignment will only be given a maximum of 70% on a makeup test or assignment.
- who misses over 50% of a module will repeat the module.

- who misses more than one module will repeat the course.
- who misses five days without authorization will be withdrawn from the college.

## PROCEDURE

- The instructor will record attendance as

follows:

Present - ✓

Absent (no reason) - A Sick – S

Approved Leave - LOA Late – 1

Left early - le

- The instructor will also record the hours students come late or left early and the students need to make up those missed hours.
- At the end of each day the instructor will inform the administrative assistant of students to be called because of unauthorized absence. The administrative assistant will call the students and tell them that they were missed, ask when they will be returning, advise them as to their attendance status (how close to ten days absence they are), and give them a gentle reminder that all time missed must be made up in both course work and hours.
- At the end of the week/month the attendance record will be given to the College Manager. The College Manager will discuss missed course work, including tests and hours with the student where applicable and take the appropriate action.

# **NON-DISPARAGEMENT POLICY**

Consideration: In consideration for delivery of the programs and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the all current Central College students (“Students”).

1. “Disparagement” for the purposes of this Agreement, shall generally refer to negative remarks about the College which are made maliciously or recklessly about Central College (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.
2. 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 colleges and the Canadian Charter of Rights and Freedoms if/where held to applicable), the Students shall be bound by, and shall familiarize themselves with this non-disparagement policy, which policy shall be posted around the campus. Adhering to the policy is a condition of enrolment.
3. Purpose of Policy: Central College is a private institution operating multiple franchised locations in various locations across Ontario (principally in the Greater Toronto Area), and is committed to maintaining high standards in teaching and in ensuring that the value of an Central College credential remains strong and is relatively uncompromised by Students who seek to disparage the College, its programs, its instructors, or its graduates.
4. Social Media: With the popularity of social media (Facebook, YouTube, Twitter, etc.) Students, and alumni of the College, can communicate in a way that they have never done so before. Central College 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. Central College is confident that this will contribute to Central College’s long-standing reputation in the marketplace.
5. Reputation is a two-way street: Students should derive significant benefit from being an alumnus of Central College. At the same time, Central College 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. Central College and its Students have a common interest in preserving and protecting the integrity and image of the College.
6. 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 Central College, which would be considered inaccurate, unduly critical or derogatory, or libelous, or which may tend to unfairly injure the reputation of Central College;
  - b) Refrain from making any public statement or statements, through social media or otherwise, that would be considered inaccurate, unduly critical or derogatory, or libelous, or which may tend to unfairly injure the reputation of another (and without limitation) existing or former Student, instructor, or staff member of Central College;

- c) Report to Central College immediately, the publication of any unduly critical, derogatory, or libelous statement or statements, or statement/s which may tend to unfairly injure the reputation of Central College , 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 Central College immediately, the publication of any inaccurate, unduly critical or derogatory, or libelous statement or statements tending to unfairly injure the reputation of another (and without limitation) existing or former Student, instructor, or staff member of Central College. Such reporting shall include the author or authors of such publication, and ball other specifics known to the reporting student.
  - e) Refrain from disparagement of Central College in any other form that would reasonably be considered to bring Central College, and without limitation, its faculty, staff, or alumni, into disrepute;
  - f) Familiarize themselves with any other policies which bind them while Students, including but without limitation, Central College's anti-harassment and anti- bullying policies.
7. Discipline for Non-Compliance: Discipline, including expulsion or other sanctions as appropriate, may result from non-compliance with this Policy

# **PRIVACY AND VIDEO**

# **SURVEILLANCE POLICY**

- 1) Central College, (hereinafter "College", "us", or "we") has created this privacy 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 College collects information in several ways. Some personal information is gathered if you register with us. During registration, the College will ask for personal information such as your name, email address, gender, residential address, permanent address, cell phone number, 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 College; 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 College. 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 College at any time by notifying our Chief Privacy Officer at the address below.
- 5) We will not sell or rent your personal information to third parties without obtaining your informed consent. Generally, the College does not sell or rent personal information in any event.
- 6) The College's website provides much information spanning many topics. While the College attempts to provide accurate information to its site users, it provides no guarantees regarding the accuracy or reliability of this content. The College's website and/or any content on the internet relating to the College, does not constitute a contract or promise from the College to its site users, be they prospective students, students, or otherwise.
- 7) The College 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.
- 8) We may use "cookies" to store and sometimes track information about you. A cookie is a small amount of data that is sent to your browser from our web server and stored on your computer's hard drive. 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. By modifying your own browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies.



- 9) 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.
- 10) "Apart and aside from those Consents legislated in Schedule K ("Consent to Use of Personal Information) in accordance with the Private Career Colleges Act, 2005, you give us your express consent to share your personal information with any prospective employer or field placement host, pursuant to (for example) a hosting agreement that is part of your practical training or course curriculum."
- 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 College'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 College'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 the Private Career Colleges Act, 2005, Ontario Regulation 415/06, and any policy directives by the Superintendent of Private Career Colleges.
- 13) We make every attempt to periodically update our Privacy Policy such that it is in compliance with governing privacy legislation, legislation administered by the Ministry of Training Colleges and Universities, and is in general conformity with best practices.
- 14) The College also abides by the Privacy Commissioner's guidelines released on March 6, 2008, regarding Video Surveillance Policy. To summarize, to the extent that it uses or will seek to use video surveillance, the College 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 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
  - f) Individuals whose images are captured on videotape;

- 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.
- 15) Should you have a question or concern about our Privacy and Video Surveillance Policy or our practices in this regard, please contact the counselor specifically assigned to you. Or contact the College Administrator.

# **INTELLECTUAL PROPERTY**

# **POLICIES AND PROCEDURES**

**PURPOSE:** To establish the ownership of intellectual property (IP) on the creation and development of works within the College, as identified in any agreements and supplementary documents

**SCOPE:** All employees, volunteers, and students conducting research as a requirement of their academic program and associates (persons who are not employees or students of the College) who engage in projects using the College's employees, students and/or resources.

## **DEFINITIONS**

### **Client**

A College department or employee or third party (an external company, agency, person or organization) that seeks to and/or does collaborate on research projects through the Office of Applied Research and Innovation.

### **Collaborative Research Agreements (CRA)**

Collaborative Research Agreements (CRA) are written agreements between Clients and the College that delineate the terms and rights and responsibilities of each party in a research project undertaken collaboratively between the College and the Client.

### **Confidentiality Agreements**

Confidentiality Agreements are executed between the College and a third party to protect the IP of both parties. They may also be called a Non-Disclosure Agreement (NDA).

### **Copyright**

Copyright means the right to produce, reproduce and copy works. Only the copyright owner has the right to decide when and how the work is to be copied. Copyright protection is automatic once the work is created, and applies whether or not a copyright statement appears on the material. For the purposes of this policy, copyright means, in relation to a work, the sole right to produce or reproduce the work or any substantial part of the work in any material form, including without limitation, in electronic form and to communicate electronic copies of the work.

### **Intellectual Property (IP)**

Includes, for the purposes of this policy, all of the interests and rights to all Canadian and foreign registered, pending and common law, trade names and trademarks; all Canadian and foreign issued patents and pending applications therefore; all Canadian and foreign copyrights, whether or not registered; rights of publicity; franchises and all technology rights and licenses, including computer software and all proprietary know-how, trade secrets, inventions, discoveries, developments, research and formulae, whether or not patentable; and all other proprietary information or property relating to works created at or in

Conjunction or in partnership with the College, and any improvements, updates, enhancements or modifications related to any of the foregoing.

### Licensing Agreements

Licensing Agreements relate to written agreements between the College and third parties, in which the College grants the third parties the right to use materials proprietary to the College (or proprietary to others, and in which the College has licensing rights) upon terms and conditions set out in the written agreements.

### Moral Rights

Whether or not the College owns the IP rights of a work, and in particular the copyright therein (pursuant to the Copyright Act, 1985), it will take steps to respect the moral rights of the authors or creators of the work. Specifically, it is understood that the author or creator has the right to request, where reasonable in the circumstances, to be given recognition of the work by name or by pseudonym; to remain anonymous; or to choose not to be associated with any modification of the work that is perceived to be prejudicial to his/her honour or reputation.

The author or creator's moral right to the integrity of the work is infringed only if the work is distorted, modified or mutilated, or used in association with a product service, cause or institution, to the prejudice of the author or creator's honour or reputation.

Moral rights may be waived in whole or in part, but they cannot be transferred to others.

### Product Licenses

Product Licenses relate to licensing agreements between suppliers of proprietary products and materials, and the College, in which the College is granted the right to use those proprietary products and materials upon the terms and conditions set out in the product licenses.

### POLICY:

#### 1) College Innovation and Discovery

One of the primary goals of the College is to encourage, promote and foster innovation and discovery by its employees, associates and students, in all fields of endeavor in which the College is engaged. Where the College is the owner of the IP rights in a work that is worthy of commercial exploitation, the College may promote a revenue sharing relationship with the creator or creators of that work.

#### 2) Employee Works of Innovation and Discovery

2.1 In the absence of any written agreement to the contrary between the College and an employee, the College shall be the owner of all IP rights in a work created by the employee in the course of employment with the College

- 2.2 In determining whether a work has been created by an employee in the course of employment, the College will consider the following factors, which are not exhaustive:
- whether the employee created the work during prescribed working hours for the College;
  - whether the employee created the work on College premises, or using College resources and property to do so;
  - whether the College has remunerated or compensated the employee for the work.
- 2.3 Where the College owns the IP rights in a work, either by agreement with its author/ creator, or pursuant to Section 2.2 above, the author/creator, shall have a non-exclusive right to use the work, provided the author/creator exploits the work only in the course of employment with the College, where the author/creator is a College employee, and only in the course of contractual relationship with the College, where the author/creator is an associate of the College and not an employee.
- 2.4 Where an employee creates a work outside the course of employment with the College or during the leave year of a prepaid leave program, without using the College's resources, the employee shall be the owner of the IP rights in the work.
- 2.5 Where an employee intends to create a work during a professional development, such activity is to be described in the application for the leave. The application for professional development leave will also contain a statement, signed by the employee, his/her immediate supervisor and the College Administrator, which sets out how any net profit from revenue generated by the commercial exploitation of such leave activity, may be shared between the College and the employee.

Any application for a professional development or prepaid leave shall be accompanied with, or contain, a statement in the following form:

In compliance with the College Intellectual Property policy, the College shall be the sole owner of the intellectual property in any work described in this document and created by the applicant. If the work is exploited and generates revenue, the applicant and the College shall share the net profit on revenue generated as follows: (insert agreed-upon formula).

Where a professional development leave is approved, the College shall own the IP rights in any work created and for which work the leave was granted.

- 2.6 Where an employee wishes to use College resources to create a work outside the course of employment, the employee shall first inform the College of the creation of the work, so that a mutually satisfactory written agreement covering, among other things, ownership, use and revenue sharing, can be negotiated before the work is developed. In the absence of such a written agreement, the College shall own the IP rights in the work created.

### 3) Non-Employee Work

Any agreement between the College and a person who is not an employee of the College, to develop or create a work using College facilities, will be written in a contract. The agreement will state that the College will be the owner of the IP in any work developed or created by the person. This policy may be adapted by written contract between the parties.

#### 4) Joint Initiatives with Outside Parties

Where the College enters into an agreement with a person or persons for the development of a work in which IP subsists, the parties will ensure that a written agreement sets out their respective rights in the IP in the work, and any terms relating to the sharing of risk and revenue from the exploitation of the work.

#### 5) Confidentiality Agreements

5.1 The College may sign Confidentiality Agreements with third parties seeking to conduct research or business using the College's resources. The College has an approved Confidentiality Agreement template that can be signed on behalf of the College by the College Administrator. Where the third parties wish to amend the template or have the College sign a different Confidentiality Agreement, these documents will be reviewed by the College Administrator, Finance and Administration Services and signed on behalf of the College by the President, Vice President, Administration or Presidential delegate. These Confidentiality Agreements are not applicable to students working on research projects. (See Section 5.2).

5.2 In instances where students are working with third parties on research projects as part of their course requirements or as volunteers and they are not being paid by the College for their work, the College will not be held responsible for breaches of confidentiality. In cases where the third party requires a Confidentiality Agreement, such agreements will be negotiated between the third party and the students working on the project. The College will provide templates and non-legally binding guidance to both parties.

#### 6) Collaborative Research Agreements

The College will sign a Collaborative Research Agreements (CRA) with each Client that conducts a research project with the College. The College has an approved CRA template that can be signed on behalf of the College by the College Administrator. Where the third parties wish to amend the template or have the College sign a different CRA, these documents shall be reviewed by the College Administrator, Finance and Administration Services and signed on behalf of the College by the President, Vice President, Administration or Presidential delegate.

#### 7) Licensing Arrangements

##### 7.1 Product Licenses

Where the College acquires a license to use a supplier's product, ownership of the IP in the product being licensed shall be determined according to the provisions of the license. Where the license does not contain any provisions relating to IP ownership, it shall be presumed that the supplier is the owner. Any variations to the license shall be made in writing.

##### 7.2 Licensing Agreements

Where the College enters into a license agreement with a third party to permit that third party to use materials or property developed or acquired by the College, the license agreement shall be in a form approved by the College Administrator.

## 8) Student Work

8.1 Students will be the owners of the IP rights in the works they create, except in the following situations:

- a. Where the College pays the students for the works they create, in which case the College shall own the IP rights;
- b. Where the students use College resources and facilities to create the works, outside of their course requirements, in which case the students are required to obtain the College's consent for the use of its resources and facilities. It is a condition to the giving of such consent, that the College and the students will enter into an agreement for the creation of the works. The agreement will provide among other things, for the ownership of any IP rights in the works to be created, the exploitation of the works by the students and the College, and the sharing of any revenue by the students and the College from such exploitation;
- c. Where the students use College resources and facilities to create the works within their course requirements, in collaboration with a College or non-College Client.

## 9) Research Materials

A person wishing to gather research materials other than those specified in Section 101, must first obtain the prior approval of the College. Where the person has obtained the College's approval, that person will be the owner of any IP rights in the research materials. Otherwise, the College shall be the owner of the IP rights.

## 10) Copyright Notice

Where the College is the owner of copyright in any works created according to this policy, or otherwise, it will place the following copyright notice in a conspicuous place in the works:

© [year of publication] Central College

Notwithstanding the above, consistent with the provisions of the Copyright Act (1985), the College will remain the owner of the copyright in all works created in the course of employment with the College, whether or not the work is marked with the copyright notice as described above.

## 11) Employee-Owned Work

The adoption and inclusion of employee-owned works in College course materials will be made only with the prior approval of the appropriate College administrator

## 12) Commercialization of IP

12.1 Where the College owns IP rights in a work which it wishes to commercialize, it may consult with the creator(s) on the best means for commercialization.

12.2 The author/creator of a work in which the College owns the IP rights may, with the College's prior approval, pursue opportunities to exploit the work, and negotiate with third parties on behalf of the College. The College shall always be a party to any agreement resulting from such

agreement. The agreement may provide that the author/creator of the exploited work is entitled to share in the revenues, as set out in the terms of the agreement

13) Use of Central College's Name on Created Works

The College has the right to be recognized or acknowledged in, or in association with, any work created in the course of employment/studies, by a Central College employee, student, or person with whom the College is dealing, or to be disassociated from the work, and for work not created in the course of employment/studies as mutually agreed upon.



# **SEXUAL HARASSMENT POLICY**

## **WHAT IS SEXUAL HARASSMENT?**

The Ministry of the Attorney General defines sexual harassment as “engaging in a course of vexatious comment or conduct of a sexual nature that is known, or ought reasonably to be known, to be offensive. It is deliberate and/or repeated unsolicited comments, questions, representations and/or physical contact which are of a sexual nature.”

The Canadian Human Rights Commission broadly defines harassment, some of which is sexual in nature, as:

- Verbal abuse or threats;
- Unwelcome remarks, jokes, innuendo or disrespectful comments about a person’s body, clothing, age, marital status, ethnic or religious background;
- Showing offensive or disrespectful pictures;
- Practical jokes that cause embarrassment or awkwardness;
- Unwelcome invitations or requests;
- Leering or other gestures;
- Condescending behaviour that takes away a person’s self-respect;
- Unnecessary physical contact.

## **PRINCIPLES**

- a) Sexual harassment will not be tolerated.
- b) It is the responsibility of all students to refrain from acts of sexual harassment against other students, employees and other individuals with whom they have contact during the course of their studies.
- c) Students have a specific method of redress to follow in the event they are subject to sexual harassment.
- d) It is the responsibility of all individuals, to be sensitive to the possible existence of sexual harassment and to act quickly and appropriately to put an end to it.
- e) Employees or students who have engaged in sexual harassment of others will be subject to appropriate disciplinary action.

Please refer to the Complaint Reporting Procedures outline below in the event that you experience sexual harassment during your studies at the College.

The management of Central College of Business and Technology is committed to the prevention of sexual violence in/or affecting the workplace and is ultimately responsible for worker and student health and safety. We will take whatever steps are reasonable to protect our workers and students from sexual violence in/or affecting the workplace from all sources.

**Sexual violence means:**

Harassment of a sexual nature that could result in harm to a worker or student.

The exercise of physical force by a person against a worker or student, in a workplace, that causes or could cause physical injury to the worker

An attempt to exercise physical force against a worker or student, in a workplace, that could cause physical injury to the worker

A statement or behaviour that it is reasonable for a worker or student to interpret as a threat to exercise physical force against the worker or student, in a workplace, that could cause physical injury to the worker.

Sexually violent behaviour in the workplace is unacceptable from anyone. This policy applies to workers and students and anyone else having business within the college. Everyone is expected to uphold this policy and to work together to prevent sexual violence in the workplace.

There is a sexual violence in the workplace program that implements this policy. It includes measures and procedures to protect workers from workplace.

**THE SEXUAL VIOLENCE IN THE WORKPLACE PROGRAM CONSISTS OF:**

AN ASSESSMENT OF RISK

CONTROLLING RISKS THAT ARE IDENTIFIED

MEANS OF SUMMONING IMMEDIATE ASSISTANCE

A PROCESS FOR REPORTING INCIDENTS OF SEXUAL VIOLENCE IN THE WORKPLACE.

THE WAY THAT THE EMPLOYER WILL INVESTIGATE AND DEAL WITH INCIDENTS OR COMPLAINTS OF SEXUAL VIOLENCE IN THE WORKPLACE.

- ✓ 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 the college'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 the college's staff or investigators, including irrelevant questions relating to the student's sexual expression or past sexual history.
- ✓ Central College as the employer will ensure this policy and the supporting programs are implemented and maintained and that all workers, students and supervisors have the appropriate information and instruction to protect them from sexual violence in the workplace.
- ✓ Supervisors will adhere to this policy and the supporting program. Supervisors are responsible for ensuring that measures and procedures are followed by workers and students, and that workers and students have the information they need to protect themselves.
- ✓ Every worker and student must work in compliance with this policy and the supporting program. All workers and students are encouraged to raise any concerns about sexual violence in the workplace and to report any violent incidents or threats. Management pledges to investigate and deal with all incidents and complaints of sexual violence in the workplace in a fair and timely manner, respecting the privacy of all concerned as much as possible.

# **NON-DISCRIMINATION OF DISABLED AND HANDICAPPED STUDENTS**

Disabled students whatever the origin, nature and seriousness of their handicaps and disabilities have the same fundamental right to human dignity as their fellow students. Under The Charter of Human Rights and Freedoms, “everyone has the right to be free from discrimination because of handicap...”

Please refer to the Complaint Reporting Procedures outline below in the event that you experience discrimination because of handicap.

The College abides by Ontario’s disability law. Any questions or concerns should be immediately raised with the Campus Manager.

# **DISPUTE RESOLUTION POLICY**

If you have any concerns or complaints, bring the concern immediately to the attention of the College either verbally or in writing, and refer to the Dispute Resolution Policy issue to you at registration.

Regardless of the reporting procedure followed by a complainant, the person receiving a formal complaint is to give the complainant the option of deciding whether the person at the next step of the complaint process is to be advised for information purposes. If the complainant wishes this to occur, it shall be done immediately.

Whatever reporting procedure is followed, it will result in a thorough, confidential investigation and appropriate management action.

## **COMPLAINT REPORTING PROCEDURES**

At Central College, students are encouraged to notify and or address any concerns immediately in writing, please do not let a minor problem develop into a major one. We assure timely identification, analysis and disposition of all student complaints for equitable resolution to the satisfaction of both the student and the College.

The goal of the College is to provide the highest quality training possible. Our staff is available to discuss any of your concerns and to provide assistance. Should you have any problems, we want to know about them.

There is a very clearly defined process for dealing with complaints and resolving disputes at the College. Please follow the “Student Complaint Procedure” document issued to you when you registered.

Summary of the “Student Complaint Procedure”

- a) Try to resolve your concerns with the individual(s).
- b) If your concern has not been resolved, to your satisfaction with the individual(s), a designated individual (“Counselor”) shall be made available by Central College to the Students to deal with student complaints and grievances in a timely manner.
- c) If your concern has not been resolved to your satisfaction with the College counselor, then notify the president of the College.
- d) If your concern has not been resolved to your satisfaction with the president of the College, then you may notify the Superintendent of Private Career Colleges in Ontario, if you are enrolled in a Vocational Program.

In all of the above steps, minutes of meetings will be maintained and signed by all parties. Students are encouraged to notify and or address any concerns immediately in writing, please do not let a minor problem develop into a major one. We assure timely identification, analysis and disposition of all student complaints for equitable resolution to the satisfaction of both the student and the College.

This Student Complaint Procedure is designed for the students to follow while during their training period and their training related services.

#### General Guidelines:

1. Any College staff presented with a verbal complaint will ask the student to follow this procedure and remind the student of the written complaint requirement.
2. A statement of complaint by student must be made in writing in either following informal complaint procedure or formal complaint procedure described in this document.
3. All complaints will be treated confidential and no complaint will go unanswered.
4. Arrangements for meetings and written responses from the person handling the complaint will be made in a timely manner and professional fashion.
5. The student will have an opportunity to make an oral presentation of the complaint and to have another person present or another person make the oral presentation on his/her behalf during College staff scheduled meetings related to the complaints.
6. The student will also be asked for a copy of any written response(s) from those already contacted by the student in accordance with the procedures.
7. Records of student complaints will be maintained in the location where it originated for a period of at least three years.

#### **Step I: Informal Complaint Procedure**

1. Complaints must be brought to the notice of College in writing by letter or e-mail to: Mr. Balraj Sidhu. Central College of Business and Technology, 201-1140 Burnhamthorpe Road West, Mississauga, ON L5C 4E9, 905-699-2326 [bsidhu@central-college.ca](mailto:bsidhu@central-college.ca)
2. Complaints received will be acknowledged within 2 business days and the meeting will be arranged within 5 business days from the date of receipt of written complaint.
3. The student will be provided with a written response outlining discussions, including a decision statement, together with the reasons on which the decision is based and minutes of meetings held.
4. As a result of the meeting(s) any proposed or agreed upon solution(s) to the complaints will be implemented within 10 business days from the date of the meeting.
5. Student, if satisfied with the offered solution, must acknowledge the acceptance in writing to Mr. Balraj Sidhu. Central College of Business and Technology, 201-1140 Burnhamthorpe Road West, Mississauga, ON L5C 4E9, 905-699-2326 [bsidhu@central-college.ca](mailto:bsidhu@central-college.ca)
6. Original of all correspondence related to the student complaint - written complaint statement, minutes of the meetings, College decisions and resolution will be filed in student's academic record file.

If the student is not satisfied with the offered solution(s) under the Step I, the student shall follow Step II.

## **Step II: Formal Complaint Procedure**

1. Before submitting a formal complaint, student shall ensure that Step I is followed and completed.
2. A formal complaint shall include all earlier correspondence including original complaint by the student and written responses by the College officials and resolution expectations.
3. Complaints must be brought in writing, no later than 3 business days from the College's written response to the informal complaint, by letter, or fax, or e-mail, to the attention of: Mr. Balraj Sidhu. Central College Of Business and Technology, 201-1140 Burnhamthorpe Road West, Mississauga, ON L5C 4E9, 905-566-0507 [bsidhu@central-college.ca](mailto:bsidhu@central-college.ca)
4. Complaints received will be acknowledged within 2 business days and the meeting will be arranged within 5 business days from the date of receipt of written complaint.
5. During the meeting, offered solutions and or recommended solutions and the student's objections or comments regarding these solution, will be discussed and reviewed.
6. The student will be provided with a written response outlining discussions, including a decision statement, together with the reasons on which the decision is based and minutes of meetings held.
7. As a result of the meeting(s) any proposed or agreed upon solution(s) to the complaints will be implemented within 10 business days from the date of the meeting.
8. Student, if satisfied with the offered solution, must acknowledge the acceptance in writing to: Mr. Balraj Sidhu. Central College Of Business and Technology, 201-1140 Burnhamthorpe Road West, Mississauga, ON L5C 4E9, 905-566-0507 [bsidhu@central-college.ca](mailto:bsidhu@central-college.ca)
9. Original of all correspondence related to the student complaint - written complaint statement, minutes of the meetings, College decisions and resolution will be filed in student's academic record file.

Student, if not satisfied with the offered solution(s) under the Step II, shall follow Step III.

**Step III: Appeal to Ontario Ministry of Colleges and Universities, for students enrolled in a Vocational program**

Student may file an appeal with:

**Ontario Ministry of Colleges and Universities**

900 Bay Street, 9th Floor, Mowat Block, Toronto ON, M7A 1L2

Telephone: (+1) 416-325-2929

Toll Free: (+1) 800-387-5514

Fax: (+1) 416-325-6348

Notes:

1. All documents that arise from the student complaint process will be kept by the College for a minimum of 3 years.
2. The student will receive a copy of the entire student complaint record within 2 business days of closing the file.



**OVERVIEW OF THE STUDENT COMPLAINT PROCEDURE**

