



ELS Language Centers, Canada
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Admission and Academic Policies for ELS Language Centers in Canada:

Introduction

ELS Language Centers is committed to a safe, educational and nurturing environment for all students, employees and visitors. In doing so, ELS fully supports and complies with all applicable laws and ordinances, as well as host institution regulations and policies. The following Admission and Academic policies have been created to ensure this goal can be achieved at ELS Language Centers in Canada, in accordance with Canadian Education regulators.

Admission Policy

ELS Language Centers welcomes students from around the globe and is committed to providing accurate information to prospective students to ensure they can make informed decisions about their program of study.

Admission criteria are well publicized and applied consistently. Guidance is offered to students on our websites, in our promotional materials and through our student advisors to assist in the process of gaining admission.

ELS Language Centers accepts students who are 16+ years of age into all levels of English (except Youth Summer and Winter Camps). Entry assessment tools and admission requirements ensure students are placed in an appropriate level to which they have the competencies and the basic knowledge, skills and abilities to achieve program outcomes.

Program Specific Admission Requirements:

| Program | Admission Requirement |
|-------------------------|---|
| Academic English | Students accepted at all levels of English. Placement test required for all students. |
| General English | |
| Semi-Intensive English | |
| Super-Intensive English | |
| IELTS Prep Program | Level Placement of 106+ required. (offered in Vancouver all year, in Toronto English for Business is offered all year, |
| TOEFL iBT Prep Program | |
| English for Business | |

IELTS and TOEFL are offered only when there is sufficient student interest.)

Youth Summer Camp
Youth Winter Camp

Young Learners Program: ages 9 to 12 (summer only)
Teen Program: ages 13 to 17 (summer and winter)
Vancouver only for both programs

Before entering into any Student Enrollment Contract, students are provided with the following policies:

- Tuition and Refund Policy
- Dispute Resolution/Grade Appeal Policy
- Withdrawal Policy
- Dismissal Policy
- Admissions Policy
- Attendance Policy
- Program Outline
- Work Experience Policy (if applicable)
- Prior Learning Assessment Policy (if applicable)
- Language Proficiency Assessment Policy (if applicable)
- Credit Transfer Policy (if applicable)

Admission requirements may not be waived by the student nor any staff at ELS Language Centers.

Student Code of Conduct and Dismissal Policy

In order to promote an environment in which students, employees, and visitors are provided a safe, secure, and healthy learning environment, students must receive, acknowledge through signatory, and adhere to the ELS Student Code of Conduct.

The ELS Student Code of Conduct provides the following expectations regarding student behavior. Students are expected to:

- Attend all classes on time and be prepared to learn.
- Not use electronic devices such as cell phones, headphones and other types of equipment in the classroom.
- Treat all ELS Language Center staff and classmates with dignity and respect.
- Follow all ELS Language Center facility rules, policies and regulations, including policies on smoking, alcohol consumption and the use of illegal substances.
- Treat all ELS Language Center's facilities, resources and equipment with care and respect.
- Not harass or intimidate ELS Language Center staff or classmates or act in any way that causes mental or emotional distress.

- Abide by the terms of their student visas, if applicable.

In general, the following steps will be taken for violation of this ELS Student Code of Conduct.

1st Offense: The student will be reminded of the rule that was broken and given a verbal warning. If the student is a minor, the student's parent or guardian will be informed of the violation. This warning will be dated and placed in the ELS student file.

2nd Offense: The student will be given a written warning which will be dated and signed by the student and the ELS staff member. The student's sponsoring agency or agent will be notified, as will the student's parent or guardian if the student is a minor. A copy of the written warning will be included in the student file.

3rd Offense: The student will be expelled from the program and will be given an ELS Expulsion Letter, which will instruct the student to either immediately transfer to another school or immediately return to his/her home country. Expelled students cannot continue studies at any Expelled students cannot continue studies at any ELS Language Center. The student's sponsoring agency or agent will be notified, as will the student's parent or guardian if the student is a minor. A copy of the Expulsion Letter will be included in the student file.

ELS reserves the right to immediately bypass the normal disciplinary process in cases of extreme violations or serious misconduct. Any bypass of the normal disciplinary process must be approved by the District Director.

The Code further outlines the expectation of Academic Honesty for students and the importance that ELS places upon Academic Honesty.

ELS Academic Honesty Policy

ELS Language Centers believes in the importance of academic honesty. This means that we expect that each student will produce his or her own work on all assignments and will not cheat on any exam. This also means that students will not help other students cheat.

- When cheating is suspected, ELS has the right to retest the student or require the student to redo the homework or writing assignment in a supervised setting.
- Anyone who is caught cheating on a test, as witnessed by a teacher, or who hands in an essay, research paper, or other writing assignment which he/she did not write, and ELS possesses evidence of this, will immediately fail the level and will be placed on academic probation.
- Anyone caught cheating a second time will be expelled from ELS Language Centers.

This policy protects you: accurate assessment of your English skills will ensure that you are in the appropriate level. Being promoted to a level that is too high for your proficiency will delay

your ability to learn and succeed. This policy is similar to policies set by many universities in English-speaking countries. If you are going to study in English at a university, you must understand and respect these policies in order to succeed.

Withdrawal Policy

If a student decides to withdraw from a program or course of study, they must provide a dated, written, notice of the withdrawal to the Center Director. Refunds are calculated according to ELS Tuition and Refund Policy and the date of withdrawal from the program.

Tuition and Refund Policy

- 1) Written notice of withdrawal or dismissal may be delivered in any manner provided that a receipt or other verification is available that indicates the date on which the notice is delivered.
- 2) The application fee is non-refundable.
- 3) The refund to which a student is entitled is calculated on the total tuition fees due under the contract. Where total tuition fees have not yet been collected, the institution is not responsible for refunding more than has been collected to date and a student may be required to make up for monies due under the contract.
- 4) All tuition due under contract will be refunded if visa is denied so long as (A) student informs ELS Language Centers within a reasonable period; (B) student provides ELS Language Centers with written verification from Canadian Immigration that visa has been denied.
- 5) If written notice of withdrawal is received by the institution within 7 days after the contract is made, and before the commencement of the period of instruction specified in the contract, the institution may retain 5% of the total tuition and fees due under the contract to a maximum of \$250.
- 6) If written notice of withdrawal is received by the institution 30 days or more before the commencement of the period of instruction specified in the contract and more than 7 days after the contract was made, the institution may retain 10% of total tuition only due under the contract to a maximum of \$1000.
- 7) Subject to Section 5 above, if written notice of withdrawal is received by the institution less than 30 days before the commencement of the period of instruction specified in the contract, and more than 7 days after the contract was made, the institution may retain 20% of the total tuition only, due under the contract to a maximum of \$1300.

- 8) If written notice of withdrawal is received by the institution or a student is dismissed before 10% of the period of instruction specified in the contract has elapsed, the institution may retain 30% of the tuition due under the contract.
- 9) If written notice of withdrawal is received by the institution, or a student is dismissed after 10% and before 30% of the period of instruction specified in the contract has elapsed, the institution may retain 50% of the tuition due under the contract.
- 10) If a student withdraws or is dismissed after 30% of the period of instruction specified in the contract has elapsed, no refund is required.
- 11) Where a student did not meet the institutional and/or program specific minimum requirements for admission through no misrepresentation or fault of their own, the institution must refund all tuition and fees paid under the contract, less the applicable non-refundable student application or registration fee.
- 12) Deferrals, postponements and mid-course breaks (maximum 12 weeks) will be granted provided ELS Language Centers receives a written request at least 30 days prior to commencement, and may be subject to a CAD\$100 administration fee.
- 13) A student who violates Canadian Law or ELS Language Center rules and regulations will be dismissed from all ELS Language Centers programs.
- 14) Where a student withdraws or is dismissed from their program, they are entitled to 100% refund of any as yet to be received consumables that have been pre-paid.
- 15) Refunds owed to students must be paid within 30 days of the institution receiving written notification of withdrawal and all required supporting documentation, or within 30 days of an institution's written notice of dismissal.
- 16) Refunds are payable to the individual or agency that remitted the original payment to ELS.
- 17) All fees are non-transferable.

Homestay Transfer & Cancellation Policies

- The Accommodation Placement Fee is non-refundable.
- Homestay Rent will be refunded if visa is denied as long as (A) student informs ELS Language Centers within a reasonable period, and (B) student provides ELS Language Centers with written verification from Canada Immigration that visa has been denied.

- If a student withdraws, in writing, from Homestay at least one month prior to the Homestay commencement date, Homestay rent will be refunded in full.
- If a student withdraws, in writing, from Homestay within one month of commencement, all Homestay fees except for the first month's rent will be refunded.
- If a student withdraws from Homestay, in writing, with less than two weeks' notice, or is dismissed from Homestay, Homestay fees will be refunded except (A) fees for pro-rated used portion to date of withdrawal/dismissal; and (B) two weeks' rent.
- A student who violates Canadian Law or ELS Language Centers' Homestay rules and regulations will be dismissed from the ELS Language Centers' Homestay program.
- Refunds will be issued within 30 days of written notice and presentation of original receipts.

Course Transfer Policy

- Students are required to give at least two weeks' notice of intent to transfer between courses.
- All course transfer requests must be made in writing, no later than the end of the second week of the session, and submitted to the Academic Director.
- Requests made after week two will be granted at the end of the session following that in which notice is given.
- No refund for a course transfer will be given for any session that has already started.
- No refund will be given for a course transfer if a student is in his or her first 12 weeks of study.
- 50% of the tuition difference between courses will be refunded, subject to proper notification as described above, if the student has completed his or her first 12 weeks of study.

Attendance Policy

Because ELS Language Centers wants you to get the maximum benefit from your course, you should attend all of your classes every day. You may fail the level if

- you are an Intensive student and have a total of 18 absences from any combination of classes.
- you are a Semi-intensive student and have a total of 12 absences from any combination of classes.

In addition, you will receive a zero (0.0) for participation (20%-30% of your grade) if you miss the following number of classes:

| <u>Class</u> | <u>Hours absent</u> |
|---------------------|-----------------------------------|
| SSP or LS | 6 or more hours of class (3 days) |

| | |
|-----------------------|-----------------------------------|
| R/W | 6 or more hours of class (3 days) |
| Vocabulary Enrichment | 5 or more hours of class |
| SECs (morning) | 5 or more hours of class |
| SECs (afternoon) | 4 or more hours of class |
| LTC | 5 or more absences = failure |

Students are expected to be on time for class every day.

- If you arrive to class more than 10 minutes late, or miss more than 10 minutes of class, you will be marked absent.
- If you arrive to class during the first 10 minutes of class, you will be marked “late.” *Note:* 3 “late” marks = 1 absence.
- If you do not work on your assignments in the LTC, you will be marked absent for that class period.

Grade Appeal Policy

- The Academic Director of ELS Language Centers will accept written descriptions of all disputes.
- All disputes will be addressed and settled within 10 business days of receipt of notification.
- If the student is not satisfied with Academic Director’s resolution, they are invited to continue the appeal as per the Dispute Resolution Policy.

Dispute Resolution Policy

- The Center Director will accept written descriptions of all disputes. If the Center Director is absent or is named in a complaint, the student must provide the complaint to the Managing Director of ELS Language Centers, Canada.
- All disputes will be addressed and written reasons for a determination will be provided within 10 business days of receipt of the complaint.
- If the student is not satisfied with the Center Director’s resolution, they are invited to contact Languages Canada at info@languagescanada.com.
- Students may be represented by an agent or a lawyer and will not be subject to any form of retaliation as a result of filing a complaint.
- If the student is or was enrolled in an approved program, is dissatisfied with the determination, and has been misled by the institution regarding any significant aspect of that program, he or she may file a complaint with the Private Career Training Institutions Branch (www.privatetraininginstitutionsbranch.bc.ca).

Safety Policy

ELS Language Centers is committed to providing a safe environment for students, instructors and employees and makes every effort to ensuring the facility and equipment are properly maintained and any required safety devices are in working order. Any concerns or issues related to safety must be reported (in any manner) to Center Director immediately. The Center Director will create a written incidence report and designate a plan for follow up in a timely manner.

General Health and Safety Procedures

- Non-toxic materials, such as non-toxic glues, drawing paints, or drawing markers and crayons will be used in the classroom while making materials and working with students.
- Emergency escape plans are located in each classroom and in the office. The escape route will be introduced to the students during the student orientation; after student orientation all the safety drills will be every six months.
- A full first aid kit is provided in the office and is maintained regularly.
- A designated staff with First Aid Training will attend to medical and health related issues on site and during activities.
- An incident report must be completed for all health and safety issues and a copy is submitted to the Center Director for review and follow-up in a timely manner. A record of all ongoing or resolved safety issues will be kept by the Center Director for training or reporting purposes.

Procedure for Fire Safety and Earthquake Safety

- The Center Director ensures that adequate fire extinguishers are available as needed throughout the campus and that the fire extinguisher is inspected by a qualified inspector at least annually (*ensures that adequate precautions are taken throughout the campus to ensure that injury due to falling or unstable items during an earthquake is limited*).
- The Center Director ensures that all staffs receive training in emergency and school evacuation procedures every 6 months.
- The Center Director is responsible for preparing and posting emergency exit instruction route maps in each classroom at the campus with the exit from that room specifically noted in a colored highlight.
- In the event of a fire emergency, the Center Director will dial 911 and advise the fire department of the location of the school. They will provide details of the type of fire and the location of the fire within the campus. (*In the event of an earthquake emergency, all staff and students will take cover and remain under cover until the shaking stops.*)
- The Center Director will advise all staff, instructors and students to evacuate the campus.
- Instructors will escort their students to the outside meeting areas ensuring that they take the class list with them. The instructor will check the students present against the

student list in attendance that day and will immediately advise the Center Director if anyone is missing.

- The Center Director will act as a liaison between fire (*emergency*) officials and staff/ instructors/ students during the emergency. If necessary, the Center Director will authorize school closure.
- No staff, instructor nor student will re-enter the campus until the fire (*emergency*) officials have authorized re-entry.

Privacy Policy

Under the Personal Information Protection Act students are entitled to access their student file. The personal information collected will only be used for the purpose for which it was originally collected or for a use consistent with that purpose, unless the student consents to other use.

At ELS, we respect our customers and understand that you are concerned about privacy. Therefore, ELS Educational Services, Inc. (“ELS”) has instituted policies intended to ensure that your personal information is handled securely and responsibly. We have posted this Privacy Policy to let you know what kind of information we collect, how it is handled and with whom it may be shared.

As we continue to develop our websites, including, without limitation, any website or URL of ours that we have linked to this Privacy Policy (collectively “websites”), and take advantage of technologies to improve the services we offer, this Policy will likely change. We encourage you to refer to this Policy on an ongoing basis, so that you understand our current Privacy Policy. See full policy at <http://www.els.edu/en/PrivacyPolicy> .

What Information Do We Collect?

a) Personal Information

We collect various types of “personal information” depending upon how you use our websites, such as:

- When you order from us, we collect your name, address, email address, phone number, and credit card number with expiration date.
- When you order from us, we retain a record of your purchases.
- When you enter a sweepstakes or contest online, we usually collect your name, address, email address, and phone number. We also may ask you for additional information, such as your age, interests, product preferences, or postal code.
- When you submit an inquiry, we need your name, email address and postal code to respond.

You will always know when we are collecting personal information because we only collect personal information when you voluntarily submit it to us. If you do choose to give us personal

information through our websites, we will collect and retain that information, and you consent to the transfer and storage of that information on our servers. If you choose not to give us personal information, we may not be able to provide you with any services you may request or require.

b) Non-Personal Information

When you use our websites, we may also collect "non-personal information," which is information that, by itself, cannot be used to identify or contact you, such as demographic information (such as your age, gender, income, education, profession, postal code, etc.) or technical information (such as your IP address, the type of browser you are using). Non-personal information may also include information that you provide us through your use of our websites, such as the terms you enter into the search functions of our websites.

c) Cookies and Similar Technologies

When you visit or interact with our websites or services, we or our authorized service providers may use cookies, clear gifs, log files, flash cookies and similar technologies for the functioning of our services, to help us improve our performance, or to give you extra functionalities, all with the goal of providing a better experience.

The common types of tracking technologies (collectively "cookies and similar technologies") used by ELS include:

Cookies: A small piece of information sent by a website that is saved in the memory of your computer's browser or device. It holds information a site may need to interact with you and personalize your experience. At ELS, we use two kinds of cookies: session cookies and persistent cookies. Session cookies exist only for as long as you stay on ELS' websites or your browser remains open. Once you exit your browser or leave ELS' websites, they go away. We use session cookies to maintain information we need to have in order for you to shop at our websites. Persistent cookies, in contrast, last from visit to visit. They are stored in your browser's cache or device until you choose to delete them. We may use persistent cookies to give you a more personalized experience and to help you navigate our site more efficiently. Any information collected and maintained in this fashion will be used to enhance your site experience.

Cookies can be used by a website to recognize you. But that does not necessarily mean any personal information is stored in the cookies. At ELS, we store no personal information about you in the cookies. Anything you choose to tell us about yourself (such as your address and e-mail address) is stored on our secured servers.

Web beacons: Small graphic images (also known as "pixel tags" or "clear GIFs") that may be included on our websites, services, applications, or tools, that typically work in conjunction with cookies to identify our users and user behavior.

Similar technologies: Technologies that store information in your browser or device utilizing local shared objects or local storage, such as flash cookies, HTML 5 cookies, and other web application software methods. These technologies can operate across all of your browsers,

and in some instances may not be fully managed by your browser and may require management directly through your installed applications or device. We do not use these technologies for storing information to target advertising to you on or off our websites.

Use of cookies and similar technologies by authorized third-party service providers

We may work with third-party companies, commonly known as service providers, who are authorized to place cookies and similar technologies on our websites with our permission. These service providers help us to provide you with a better, faster, and safer experience.

These service providers may use cookies and similar technologies to help us deliver our own content and advertising, and compile anonymous site metrics and analytics. We do not permit any of these service providers to collect any of your personal information on our websites for their own purposes. Third-party cookies and similar technologies are covered by the third parties' privacy policies.

Do Not Track

ELS currently does not respond to Do Not Track signals in browsers. While we collect personal information from you as described earlier in this Privacy Policy, we do not collect personal information from you to monitor your online activities across third party websites or online services (also known as behavioral advertising or interest-based advertising).

Third parties that have content embedded on ELS' websites (such as buttons, widgets, and other embedded features or content) may set cookies on a user's browser and/or obtain information about the fact that you visited our websites from a certain IP address. Third parties cannot collect any other personal information from ELS' websites unless you provide it to them directly.

How Do We Use Your Information?

a) Personal Information

If you choose to provide personal information to us, we may use your information in a number of ways, including the following:

- To process orders or to respond to inquiries.
- To enhance your online experience. For example, we may use it to recognize you and welcome you to our websites.
- For marketing and promotional purposes. For example, we send out e-mails to our customers about products or events that we think may be of interest to them. We also may send you offers for discounts or free services.
- We may send you an email offer. We do this only if you have indicated previously that you are willing to receive email offers. Each time we send an email offer, we provide you with the opportunity to opt out of receiving future email offers.

ELS respects your privacy. We will not call you unless you have indicated telephone as your preferred contact method. In addition, your phone number will not be sold or given to any non-affiliated third party.

b) Non-Personal Information

We use the non-personal information we collect to analyze how our websites are being used, and to improve the content on our websites.

How Do We Share Your Information?

a) Affiliated Parties

Except as specifically set forth in this Policy, we do not share your personal information with any non-affiliated third party without your permission. We may disclose aggregate information, such as demographic information, and our statistical analyses to third parties, including advertisers or other business partners. This aggregate information does not include your personal information. We may, however, share your personal information with certain entities that control us, are controlled by us, or are under common control with us (our "Affiliates"), and websites operated by our Affiliates, so that they and we can offer you products and services that may be of interest to you. We require that our Affiliates agree to process such information based on our instructions and in compliance with this Policy and any other appropriate confidentiality and security measures.

b) Service Providers and Third Parties

We may team with a marketing agency or another website, to conduct a sweepstakes or other event. In this case, each of the participating third parties may collect or receive personal information from you if you provide information directly to them. Therefore, you should refer to their privacy policies to understand how they handle your information and what kinds of choices you have.

ELS may also share your personal information with outside companies that perform services for ELS. For example, we may retain an outside company to manage a database containing certain customer information or to create and distribute an email offering. When we work with an outside party, we require that these parties agree to process your personal information based on our instructions and in compliance with this Policy. We will take appropriate steps designed to ensure your information will be used solely to provide the services requested by us, and not for other purposes.

c) Other Disclosures

Additionally, ELS may share your personal information when it is necessary to comply with law or to protect our interests or property. This may include sharing your personal information with other companies, lawyers, credit bureaus, agents or government agencies in connection with issues related to fraud, credit or debt collection, and other types of criminal investigation.

Is My Information Secure?

ELS is committed to doing its best to maintain the security of information collected on our websites. To try to prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have implemented physical, electronic, and managerial procedures to safeguard and secure the information we collect.

There is always some risk in transmitting information electronically. As we deem appropriate, we use security measures consistent with industry standards. However, we cannot guarantee the security of our databases, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet.

Access and Corrections

You may contact us any time at rita.pauls@berlitz.de to request any of the following: 1) see what personal information we have about you, if any, 2) change or correct any personal information we have about you, 3) have us delete any personal information we have about you, 4) express any concern you have about our use of your personal information. It is not technologically possible to change or delete each and every instance of the information we hold on you from our systems, and data may remain in non-erasable or aggregate form. We may retain data for a period in our backup or temporary systems. We may also retain some information for longer periods as required by law, contract, or auditing requirements.

What About Children's Privacy?

It currently is our policy not to knowingly collect personal information from any person under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with personal information without their consent, he or she should contact us at rita.pauls@berlitz.de. If we become aware that a child under 13 has provided us with personal information, we will endeavor to delete such information from our files as soon as possible.

Disclaimer

Due to the changing nature of the Internet, ELS reserves the right to change this Policy at any time.

How Can You Contact Us?

If you have any questions or comments about this Policy, please use the Contact form. Complaints will be resolved internally in accordance with ELS' complaints procedures.

This policy is effective as of June, 2015.