

## General Student Complaint Procedure

If you have a complaint or problem, you are encouraged to follow the Student Complaint Procedure. You should discuss complaints with the individual(s) within the appropriate department. Initial discussion should be with the person most knowledgeable of the issues involved or with immediate decision-making responsibility.

If you feel that the complaint has not been fully addressed, a written account should be submitted to the Campus Director if related to non-academic issues or to the Chief Academic Officer for academic issues. If the Campus Director either absent or named in the complaint, the complaint should be submitted to the President. The written account should indicate your name, phone number, and student ID number and discuss the steps you have taken to remedy the situation.

The appropriate College staff member or department will be notified of the complaint. A follow-up meeting with you and the Campus Director and/or the Chief Academic Officer will be held within ten College days of the date of the written complaint in an effort to resolve the issue. You will be provided with written reasons for the decision within 30 days after the date on which your complaint was made. This 30-day period will include any appeals or arbitration procedures required by the institution.

If you are not satisfied with the results, you may file an appeal with the President's Office. The appeal should be in writing and contain your name and phone number. You should summarize the steps you have taken to remedy the situation and indicate why the results are not satisfactory. You will be provided written results of the appeal within ten class days from the date the appeal is received.

Students may, at their own expense, engage legal counsel or agent to represent them during the complaint process. If you follow this complaint procedure and still feel dissatisfied with the results, you may send a written copy of the complaint to:

The Ministry of Advanced Education – Private Training Institutions Branch  
203 - 1155 West Pender Street  
Vancouver, BC  
Canada V6E 2P4

Please refer to the College's Jury Waiver & Agreement to Binding, Individual Arbitration Policy for additional information regarding disputes or claims.

## **Student Grievance Procedure for Internal Complaints of Discrimination and Harassment**

Students who believe they have been subjected to discrimination or harassment (other than sexual harassment) in violation of the Non-Discrimination Policy should follow the procedure outlined below. (Please note that students who believe they have been subjected to sexual harassment should follow the reporting process in the Sexual Misconduct and Relationship Violence Policy.) This complaint procedure is intended to provide a fair, prompt, and reliable determination about whether LaSalle College Vancouver (LCV) Non-Discrimination Policy has been violated.

1. Complainants are encouraged to file a complaint as soon as possible after an alleged incident of discrimination has occurred. Any student who chooses to file a discrimination complaint should do so either with the Campus Director, 2665 Renfrew Street, Vancouver, BC, V5M 0A7, 778-373- 8968 or with the Chief Academic Officer, 2665 Renfrew Street, Vancouver, BC, V5M 0A7, 778- 373-8941. The complaint should be presented in writing, and it should describe the alleged incident(s) and any corrective action sought. The complaint should be signed by the complainant.
2. LaSalle College Vancouver (LCV) will investigate the allegations. Both the accuser and the accused are entitled to have others present during a disciplinary proceeding. Both will be informed of the outcome of any campus disciplinary proceeding. For this purpose, the outcome of a disciplinary proceeding means only LCV's final determination with respect to the alleged offense and any sanction that is imposed against the accused. Both the complainant and the accused will have the opportunity to meet and discuss the allegations with the investigator and may offer any witnesses in support of their position to the investigator during the course of the investigation. A student may be accompanied during investigation meetings and discussions by legal counsel and/or other person(s) (family member, friend, etc.) who can act as an observer, provide emotional support, and/or assist the student in understanding and cooperating in the investigation. The investigator may prohibit from attending or remove any person who disrupts the investigation in the investigator's sole discretion.
3. The student who made the complaint and the accused shall be informed promptly in writing when the investigation is completed, no later than 30 calendar days from the date the complaint was filed. The student who made the complaint shall be informed if there were findings made that the policy was or was not violated and of actions taken to resolve the complaint, if any, that are directly related to him/her, such as an order that the accused not contact the student who made the complaint. In accordance with institutional policies protecting individuals' privacy,

the student who made the complaint may generally be notified that the matter has been referred for disciplinary action but shall not be informed of the details of the recommended disciplinary action without the consent of the accused.

4. The decision of the Investigator may be appealed by petitioning the President's Office of LCV. The written appeal must be made within 20 calendar days of receipt of the determination letter. The President, or his or her designee, will render a written decision on the appeal within 30 calendar days from receipt of the appeal. The President's decision shall be final.
5. LCV will not retaliate against persons bringing forward allegations of harassment or discrimination.
6. Matters involving general student complaints will be addressed in accordance to the Student Complaint Procedures, a copy of which can be found in the Student Handbook or Academic Calendar.

### **Jury Waiver and Agreement to Binding, Individual Arbitration**

The student (hereafter, "you") and LCV (hereafter, "the College") agree that any dispute or claim between you and the College (or any company affiliated with the College, or any of its officers, directors, trustees, employees or agents) arising out of or relating to the Enrollment Agreement or, absence of such Agreement, your enrollment or attendance at the College, whether such dispute arises before, during, or after your attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at your or the College's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein.

You further agree that you may only pursue arbitration after exhausting informal efforts and the internal dispute resolution processes including those set out in the College Student Handbook. Nothing in this Agreement prevents the student and the College by mutual agreement, proceeding with mediation or other alternative dispute resolution process on agreed terms.

The arbitration shall follow the standards and rules of procedure as set out in the British Columbia Commercial Arbitration Act. If the College intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with the College, and you will have 20 days from the date of the letter to select one of these organizations as the administrator. If you fail to select an administrator within that 20-day period, the College will select one.

The College agrees that it will not elect to arbitrate any individual claim of less than the relevant jurisdictional threshold that you bring in small claims court. If that claim is transferred or appealed to a different court, however or if your claim exceeds the relevant jurisdictional threshold, the College reserves the right to elect arbitration and, if it does so, you agree that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

If either you or the College chooses arbitration, or instead agree to a third party mediation on agreed terms, neither party will have the right to a jury trial, to engage in discovery, except as provided in the applicable arbitration rules, or otherwise to litigate the dispute or claim in any court (other than in small claims or similar court, as set forth in the preceding paragraph, or in an action to enforce the arbitrator's award). Further, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration.

The arbitrator's decision will be final and binding. Other rights that you or the College would have in court also may not be available in arbitration. Any claim of any liability or loss whatsoever on behalf of the student in every circumstance is limited to an amount no greater than the total amount of tuition paid by the student to the College and that would be refundable under the tuition refund policy and no other loss of any kind whatsoever. The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against you may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the city of Vancouver.

The College will pay the filing fees charged by the arbitration administrator. Each party will bear the expense of its own legal counsel, experts, and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrators' fees, and legal counsel, expert and witness fees), to the extent such fees and expenses could be imposed by the British Columbia Commercial Arbitration Act and consistent with the civil procedures rules of the Province of British Columbia as applicable. This arbitration provision shall survive the termination of your relationship with the College.