



# POLICY BOOKLET

June 2023

This booklet consolidates all policies that are in effect and applicable to students and staff of Langley Flying School. Students should ensure they are familiar with these policies prior to signing enrollment contracts.

*These policies are also publicly available on the Langley Flying School (LFS) website.*  
[www.langleyflyingschool.com/policies](http://www.langleyflyingschool.com/policies)

***To provide safe and effective pilot training...***



## Table of Contents

Code of Conduct .....	3
Prohibited Activities .....	4
Attendance Policy .....	6
Cancellation and “No Show” Policy .....	6
Late cancellation policy .....	7
Drugs, Alcohol, & Cannabis Policy .....	7
Dispute Resolution Policy .....	8
Grade Appeal Policy .....	9
Ground Training .....	9
Flight Training .....	9
Respectful and Fair Treatment of Students Policy .....	10
Student Rights .....	10
Sexual Misconduct Policy .....	11
Definitions .....	12
Making a Complaint or Disclosure .....	14
Disclosure - with or without a Formal Complaint: .....	15
Criminal Reporting: .....	15
Formal Complaint: .....	15
Interim Measures or Restrictions (Temporary Measures) .....	16
Flight Training or Academic Accommodations .....	16
Retaliation .....	16
Tuition Refund Policy .....	17
Refund Policy for programs that do not require PTIB Approval: .....	17
Tuition refund — withdrawal and dismissal from approved program of instruction: .....	18
Tuition and fee refund standards .....	20
Tuition refund — International Students .....	20
Student Withdrawal Policy .....	21
Prior Learning Assessment Policy .....	22
Language Proficiency Assessment Policy .....	22
Privacy Policy .....	22
Procedure for maintaining Student Files .....	22
Personal Identification Documents .....	23
Procedure for Student Access to Information .....	23
Release of Information .....	23
Photographs and Promotions .....	23
Storage of Personal Data in the United States .....	23
Student Consent .....	23
Work Experience Policy .....	24



## Code of Conduct

"Student" is defined as anyone who is enrolled in a program or has paid tuition for a program at Langley Flying School.

"Dismissal" is described as the process whereby LFS provides written notice advising a student enrolled in an approved program of instruction that the student is dismissed (terminated) from the program and can no longer enroll in the program for at least 2 years after the termination date.

Langley Flying School (LFS) offers all students, staff, and visitors a safe environment for education, where respect, tolerance and understanding of all individuals is mandatory. With that in mind, LFS expects students to meet and adhere to the code of conduct set out below while completing their program of study. Students who fail to abide by the code of conduct set out below, may be dismissed and this policy outlines the process. All students shall:

- A. Act consistently with the values of LFS, the community, and obey all federal, provincial, and municipal laws.
- B. Exercise individuality and freedom, but do so in a manner that promotes integrity, respect, and equality of all other individuals.
- C. Refrain from any action or inaction that threatens or endangers personal health, well-being, safety, and dignity; as well as that of other individuals.
- D. Refrain from Academic misconduct. Academic misconduct is the failure to be honest, fair, and responsible in scholarly and practical work such as plagiarism, cheating, falsification, fabrication or unauthorized modification of an academic document/record, resubmission of work, improper research practices, aiding and abetting, or obstructing the academic or training activities of another;
- E. Attend LFS in accordance with the Attendance Policy:
  - a. Complete all assignments and examinations as scheduled.
  - b. Participate and be active in all training sessions.
- F. Inform LFS if there are any contact changes or name changes. Any missed communication due misunderstanding cannot be imputed to the school.
- G. Treat all students and staff respectfully.
- H. Treat all company assets and property with care.
- I. Observe and obey all health and safety procedures outlined for airplanes, flight training devices, classrooms, laboratories, field trips and practicums.
- J. Refrain from unauthorized use of the LFS brand as well as the LFS name, assets, or property:
  - a. Refrain from unauthorized posting on the internet.
  - b. Refrain from unauthorized sharing offline - digitally or in print.
  - c. LFS does not actively monitor student's online presence but if any unauthorized content is discovered LFS retains the right to investigate on a case by case basis and any severe cases may lead to dismissal.



## *Prohibited Activities*

Langley Flying School (LFS) is committed to ensuring that its learning environment promotes the respectful and fair treatment of all students. LFS considers harassment, bullying and discrimination to be serious violations of an individual's fundamental rights. While on LFS premises or during activities or events hosted by LFS, the following activities are prohibited:

- **Harassment** - Harassment includes sexual harassment, and unwelcome comments or actions which may concern a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, gender, physical or mental disability, age or sexual orientation.
- **Bullying** - Bullying includes intentional intimidation to force compliance or assert dominance. This also includes cyberbullying.
- **Aggressive Behavior** - Aggressive behavior can be physical or emotional. It may range from verbal abuse to physical abuse. This also includes passive-aggressive behavior.
- **Discrimination** - Discrimination includes decisions/actions based on factors irrelevant to the matter at hand. These factors may include a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, gender, physical or mental disability, age, or sexual orientation.
- **Misconduct** against persons or property.
- **Threats** and or threatening conduct.
- **Disruption** of activities organized by LFS.
- **Unauthorized use** of School facilities, equipment, or services.
- Making **false** charges.
- Providing **false** information to LFS.
- **Refusal to comply** with disciplinary measures.
- **Defiant refusal** to comply with the direction of an LFS representative.
- **Unauthorized possession** or use of dangerous objects.
- **Alcohol or drug** abuse.
- **Contravention** of LFS code of conduct, or federal, provincial, or municipal laws.

If under any circumstances, a prohibited activity occurs, the following outlines the process for addressing the activity:

1. If you feel that you have been subjected to harassment, bullying or discrimination, or any of the prohibited activities listed above; bring the matter to the attention of the person responsible for the conduct.
2. If you do not feel comfortable approaching the person responsible, or doing so did not solve the problem, discuss the matter with the Office Administrator, who will take immediate action (Please see LFS's Dispute Resolution and Dismissal policy).

The following section describes the reporting process and the steps LFS takes to investigate student misconduct or failure to abide by the code of conduct outlined above:

- A. All concerns relating to student misconduct are to be directed to the Office Administrator. Concerns may be brought by staff, students, or the public. In the absence of the Office Administrator, concerns may be reported to the CFI/SEA directly - who will delegate the investigation to another suitable employee.



- B. Once a complaint is received, the student involved may be immediately suspended from training pending investigation if the Office Administrator deems that the severity warrants suspension. This suspension may be enforced via a phone call or email to the student and the student's primary instructor will also to be informed.
- C. Within 7 days of receiving a complaint, the Administrator will investigate, arrange, and chair a resolution meeting to discuss and attempt to resolve the concern(s). The members of the meeting are as follows:
  - a. The Administrator.
  - b. The Student.
  - c. An institution witness, such as a Flight Instructor.
  - d. A Witness of the student (if the student so chooses) such as a family member or a close friend.
- D. If the student attends the resolution meeting and the outcome is favorable (i.e. Student did not violate the code of conduct, or student violated the code of conduct, but the impact is minor, manageable, and the student is remorseful), a written summary of the investigation and outcome shall be recorded and retained on the students file.
- E. If the student fails to attend the resolution meeting or the outcome is not favorable (i.e. Student has clearly violated the code of conduct with no remorse), the Office Administrator shall escalate the investigation process by forwarding the case to the CFI/SEA (in writing) - with a recommendation as to whether the student should be either retained with a **warning**, or **suspended**, or **dismissed**.
- F. If the recommendation is to issue a **warning**, the CFI/SEA will review the investigation report sheet, authorize the warning letter, and discuss an acceptable means to counsel and support the student to prevent reoccurrence. A copy shall be retained on the students file.
- G. If the recommendation is for **suspension** or **dismissal**, the CFI/SEA will investigate and schedule a final meeting with the student within 14 business days to provide the student with an outcome:
  - a. If the outcome is **suspension**, the CFI/SEA will authorize the suspension letter which will outline the reason, duration, and an acceptable means to reinstate the student into the training program. A copy shall be retained on the students file.
  - b. If the outcome is **dismissal**, the CFI/SEA will authorize the dismissal letter which will outline the reason for dismissal. A copy shall be retained on the students file.
    - i. If a student is dismissed, a calculation of refund due or tuition owing, depending on the status of the student's financial account with the School and in accordance with the LFS Tuition Refund Policy.
    - ii. If a refund is due to the student, the Accountant will ensure that a cheque is forwarded to the student within 30 days of the dismissal.
    - iii. If the student owes LFS tuition or other fees, the Accountant will oversee the collection of the amount owing.
- H. All documents involved in the resolution/dismissal process will be retained and may be made available to the student or his/her representatives, PTIB and legal authorities.
- I. Copies of investigation outcome letters may also be sent to a parent/guardian upon request if the student is under 19 years of age.



- J. A student cannot appeal a warning or a suspension.
- K. If a student wishes to appeal a dismissal, the student may do so by submitting a written 'Dismissal Appeal Request' to the President of the school.
- L. The president of the school will reach out to the student within 30 days and may at his/her discretion only reopen an investigation that resulted in a dismissal.

## Attendance Policy

Attendance is mandatory to ensure effective learning, as well as ensure all LFS resources are allocated fairly amongst students. Therefore, it is mandatory that all students arrive ready and on time for any scheduled training sessions. Successful completion of any training is dependent on not only the training delivery and quality, but also on the student attending all required ground and flight training sessions.

Therefore, LFS considers a poor attendance record to be a record of less than **95%** attendance of all scheduled sessions within a 2-month period.

Attendance at all ground school training sessions will be recorded via a paper or an electronic ground school tracking system, and attendance of all flight training sessions is recorded via Flight Schedule Pro and the Pilot Training Record.

If a student is unable to attend a scheduled training session, the student is required to inform LFS by directly contacting an Instructor or by calling company Dispatch.

LFS maintains a record of all cancelled or missed training sessions; any observed trends of flagrant cancellations may result in training suspension or termination.

Extenuating circumstances, such as illness, bereavement, or other circumstances outside of the student's control, will be dealt with on an individual basis by the CFI.

Failure to show up without any valid reason or failure to do any training and communicate to LFS for 3 months will result in automatic withdraw from the current program. School may report to IRCC if the student is international students on a study permit.

## Cancellation and "No Show" Policy

When a student does not attend a scheduled reservation without notice to LFS, this failure to appear is considered a "no show". With the attendance policy requirements in mind:

- Any students can cancel a flight reservation without a valid operational reason with more than 24 hours advance notice. This enables LFS to reschedule and utilize resources.
- Within 24 hours, a student may cancel a flight with a valid operational reason (e.g. sickness, no means of transportation, fatigue etc.).
- When notice has not been provided and a student fails to show up for a scheduled flight, a no-show fee equal to the scheduled flight time of the flight and ground briefing rates will be applied to the student's account.
- Students are expected to arrive at least 45 - 30 minutes prior to the scheduled booking time with all relevant documents (e.g. Completed assignments, appropriate lesson



plan, permit and medical certificate, complete weather briefing, Pre-flight inspection, and flight plan (if applicable)).

- Student show up late or unprepared for the flight, LFS reserves the right to cancel student's booking and bill student for one hour of instructional fee.

### *Late cancellation policy*

Students are expected to cancel the booking with their instructor at least 24 hours before the booking time.

24-hour notice is required for cancelling aircraft for reasons other than weather.

- \$50 per booked hour for aircraft cancellation or no show
- \$60 per booked hour for instructor cancellation or no show

Please note that if you fail to cancel at least 24-hours prior to both instructor and aircraft bookings, both fees will apply.

Cancellations within the 24-hr window ahead of a booking for dual flights may only be made in consultation with your instructor.

LFS has the option to remove some's bookings for the next 60 days if that person has 3 No-Shows or late cancellations filed against them so as to open up slots to those students and renters who really want to fly with us.

Accepting cancellations due to weather will be up to the flight instructor but in general, a weather cancellation more than 2 hr in advance of the start of the booking may be subject to a cancellation fee if the weather improves sufficiently to allow the intended flight at the time of the booking.

The final decision will be at the discretion of the Chief Flight Instructor.

Cancellation and No-Show fees will be deducted from your student account when the fee has been assessed. Should you wish to dispute a cancellation or No-Show fee and have the charge reversed on your student account, please contact the CFI within 7 calendar days with your reasons why the fee should not have been charged.

## Drugs, Alcohol, & Cannabis Policy

Students and renters who use or are under the influence of alcohol or drugs (including Cannabis) are a risk to themselves, our staff and instructors, and everyone else potentially affected by their flight. Fit for duty means a physical and mental state without impairment due to the use or after-effects of alcohol, drugs (e.g. legal, illegal, prescribed/over-the-counter medication including cannabis) or other health conditions, which allows the member to perform their flying duties safely and effectively.

- All students and renters are required to:
- Be fit for flying at all times while at the Langley Flying School;
- Refrain from consuming, possessing, purchasing, selling, distributing, or engaging in any other conduct involving alcohol, drugs (legal or illegal including cannabis), and/or drug paraphernalia while on the Langley Flying School property;
- Refrain from consuming alcohol within 12 hours of flying;



- Advise the Executive Director or his designate when they are using a legally prescribed or non-prescribed drug that may cause impairment;
- Notify the Chief Flight Instructor or his designate if you suspect another member is unfit to fly.

In addition to the above, Langley Flying School students and renters wishing to fly must not use cannabis within twenty-eight (28) days prior to the flight. This inline with Canadian Aviation Regulations. Any student find violate of this policy, student will be immediately dismissed by the school.

A reminder that the school facilities, include aircraft and simulator room are strictly non-smoking and that specific restrictions are in place by law (e.g. prohibited in proximity to shared doorways) and by lease/policy (e.g. cannabis smoking is not permitted outside while on school property).

## Dispute Resolution Policy

This policy governs complaints from students respecting Langley Flying School (LFS) and any aspect of its operations.

A student will not be subject to any form of retaliation because of filing a complaint. Kindly note the following:

1. All student complaints must be made in writing.
2. The student must provide the written complaint to the Office Administrator who will forward it to the Chief Flight Instructor (CFI). The CFI is responsible for making determinations in respect of complaints. If the CFI is absent or is named in a complaint, the student must provide the complaint to the President.
3. The process by which the student complaint will be handled is as follows:
  - i. Immediately after a complaint is received, the CFI (or Assistant CFI) or President convenes the Complaint Review Committee (CRC) to review the complaint within 10 business days. The committee shall consist of 3 individuals: The CFI or President, the manager of the department related to the complaint, and another department manager or staff.
  - ii. The CRC meeting must take place at Langley Flying School and minutes are to be documented in writing.
  - iii. The objectives of the meeting are as follows:
    - Determine if the complaint is valid.
    - Outline some probable causes.
    - Determine a course of action.
    - Document a final determination to be provided to the student.
  - iv. Written reasons for the determination shall be provided to the student within 30 days after the date on which the complaint was made.
4. The student making the complaint may be represented by an agent or a lawyer. The agent may be anyone, including a friend, family member or another student.
5. If the student who 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 Training Institutions Branch ([www.privatetraininginstitutions.gov.bc.ca](http://www.privatetraininginstitutions.gov.bc.ca)).





6. LFS retains a record of all complaints made by students, all documents in relation to the complaint, the student's participation in the dispute resolution process, and all written reasons issued under the dispute resolution process for at least 5 years.
7. Student who makes or is otherwise involved in a complaint is protected from retaliation by the institution.

## Grade Appeal Policy

### *Ground Training*

A student who fails to meet the attendance requirements in the attendance policy is deemed to have an unsatisfactory progress and must make up the required ground training sessions at an additional cost before a recommendation is to be issued for program completion or the applicable written exam.

Only the Chief Flight Instructor (CFI) or Senior Educational Administrator (SEA) may permit a student to be recommended for a written exam with an unsatisfactory progress record if the student can demonstrate that they meet the knowledge requirements for the ground school course via a summative final exam, at the discretion of the CFI or SEA.

### *Flight Training*

A student who is assigned a grade of 1 on a training exercise is deemed to have an unsatisfactory progress and therefore cannot meet the completion standard of a flight training lesson plan.

If a student does not meet the completion standard or satisfy the objectives of a lesson plan, training must proceed according to the procedure described below:

1. If the number of unsatisfactory items or exercises on the lesson plan are less than or equal to **3**, then the primary flight instructor can add these unsatisfactory items to the next applicable dual training lesson plan. This usually means that the lesson plan will be slightly longer.
2. If the number of unsatisfactory items or exercises on the lesson plan are more than **3**, the student must repeat the entire lesson plan. If a student must repeat a lesson plan, the primary instructor must request authorization to repeat a lesson plan from the CFI.

A student who wishes to appeal an assigned grade on any assessment should initially speak with the primary course instructor to attempt to understand why the grade was assigned. If the student wishes to formally appeal the grade, the process by which a student may formally appeal a grade received in a course at Langley Flying School is as follows:

1. Write a formal letter to the primary course instructor outlining reasons why the assigned grade is being appealed. Allow 7 business days for a response from the instructor.
2. If a response is not received or there is a need to escalate the appeal (i.e. An unfavorable response is received), forward a new written appeal to the CFI/SEA to investigate.
3. Students may directly forward a grade appeal to the CFI/SEA if they so chose.



4. The CFI/SEA will conduct a review and provide the student with a written response within 30 days. Copies of the review report and response will be maintained in the students record file.

## Respectful and Fair Treatment of Students Policy

The following Student Rights apply to ALL students.

### *Student Rights*

- Students have the right to pursue their training and education in an environment that is safe, secure, and conducive to learning. Students have the right to be free from harassment, sexual harassment, or violence, bullying or discrimination, indignity, injury, or violence.
- Students have the right to free inquiry, expression, belief, political association, and assembly, if LFS policies and procedures are not violated in doing so.
- Students have the right to due process and procedural fairness in any investigation pertaining to LFS policy or procedure.
- Students have the right to have their privacy protected, consistent with LFS policies and the privacy act.
- Students have the right to be informed of the content and requirements of their courses and programs.
- Students have the right to reasonably and legitimate access LFS buildings and facilities.

Langley Flying School is certified with the Private Training Institutions Branch (PTIB) of the British Columbia Ministry of Advanced Education and Skills Training.

Before you enrol at a certified private training institution, you should be aware of your rights and responsibilities.

You have the right to be treated **fairly** and **respectfully** by the institution.

You have the right to a **student enrolment contract** that includes the following information:

- amount of tuition and any additional fee for your program
- refund policy
- if your program includes a work experience, the requirements to participate in the work experience and the geographic area where it will be provided
- whether the program was approved by PTIB or does not require approval.

Make sure you read the contract before signing. The institution must provide you with a signed copy.

You have the right to access the institution's **dispute resolution process** and to be **protected against retaliation** for making a complaint.

You have the right to make a **claim** to PTIB for a **tuition refund** if:



- your institution ceased to hold a certificate before you completed an approved program
- you were misled about a significant aspect of your approved program.
- You must file the claim within **one year** of completing, being dismissed or withdrawing from your program.

For more information about PTIB and how to be an informed student, go to: <http://www.privatetraininginstitutions.gov.bc.ca/students/be-an-informed-student>.

## Sexual Misconduct Policy

Sexual misconduct is a serious and complex issue that can include both criminal and non-criminal acts. Preventing and responding effectively requires a comprehensive approach that engages all members of the Langley Flying School (LFS) community.

Individuals who have experienced Sexual Misconduct will be treated with compassion, dignity, and respect.

LFS does not condone or tolerate any form of Sexual Misconduct and is committed to creating and maintaining a learning and working environment characterized by mutual respect, safety, civility, and free inquiry.

Safety at LFS is a priority and LFS will address Sexual Misconduct through support, awareness, training and prevention programs, appropriate handling of complaints and disclosures of Sexual Misconduct.

LFS is committed to encouraging individuals to bring forward all complaints or concerns even if they are not entirely sure what it entails. LFS seeks to remove barriers to, and will not penalize individuals, for the making of good faith Complaints or Disclosures.

LFS will respond to ALL complaints under this policy with processes that are consistent with our policies and with the principles of procedural fairness.

There is no time limitation for a Student or an Employee to bring forward a Complaint or Disclosure under this policy.

The purpose of this policy is to clearly state the LFS commitment to addressing Sexual Misconduct through:

- a. Creating a learning and working environment in which Sexual Misconduct is not tolerated.
- b. Promoting a culture of Consent to prevent Sexual Misconduct.
- c. Establishing a fair, supportive, and effective response to Complaints and Disclosures of Sexual Misconduct.
- d. Providing education to the School Community about prevention of Sexual Misconduct.
- e. Assisting those who have experienced Sexual Misconduct by providing information and support, including provision of and/or referral to counselling and medical care, and appropriate academic and/or other accommodations.



- f. Defining the roles of individuals for implementing and carrying out the programs and practices contemplated in this policy; and
- g. Using clear, appropriate, and fair processes for handling Complaints and Disclosures of Sexual Misconduct.

LFS recognizes that **confidentiality** is an important principle in creating an environment where those who have experienced Sexual Misconduct can feel safe to disclose and seek support.

The privacy and confidentiality of all members of the LFS community involved in any report of Sexual Misconduct will be protected by LFS to the extent permitted under applicable law.

LFS will not make disclosures of information related to Complaints or Disclosures except as necessary and is reasonable in the circumstances, including for the protection of health or safety, required or authorized by law, or if the person the information is about has consented to the release of the personal information to an authorized representative.

Anyone who has experienced Sexual Misconduct has the right to pursue criminal or civil legal avenues whether they choose to file a Complaint or make a Disclosure under this policy.

This policy applies to members of the LFS community.

### ***Definitions***

The following **definitions** are applicable to this policy:

*School-Related Activity* - includes an activity occurring on LFS property, at LFS sanctioned events or conducted under the authority of LFS.

*LFS-Related Activity* - is an activity that has a real and substantial connection to LFS, LFS activities or LFS-related functions, whether the conduct occurred on LFS property, in person or online.

*LFS Community* - means Students, Employees, members of the Board, contractors, volunteers, and visitors.

*Complaint* - means a verbal or written report made to LFS by an individual about Sexual Misconduct occurring at or in connection with a LFS-Related Activity. A Complaint can be made by a person who has experienced Sexual Misconduct or who has been a witness to Sexual Misconduct.

*Consent* - means an agreement between individuals that is active, direct, voluntary, un-coerced, ongoing, unimpaired, and based on a conscious choice to engage in sexual activity. Consent can be withdrawn at any point. Consent:

- a. can never be assumed or implied.
- b. can never be given by someone who is incapacitated by drugs or alcohol, asleep, unconscious, or otherwise lacking the capacity to give consent.
- c. can be withdrawn regardless of whether other sexual activities or previous agreements to sexual activity have taken place.
- d. only applies to each specific instance of sexual activity.
- e. to one kind of sexual activity does not mean that Consent is given for another sexual activity; and
- f. cannot be obtained through threats, coercion or other forms of control and intimidation, which includes an abuse of a position of trust, power, or authority.



*Disclosure* - refers to the act of reporting or informing LFS about an incident or experience of Sexual Misconduct, whether that individual chooses to make a Complaint or take other action. A Disclosure can be made for the purposes of obtaining support and services and/or learn about options to make a formal Complaint.

*Employee* - means any person employed (or who has an appointment) by LFS and includes members of the Board of directors for the purposes of this policy.

*No-Contact Direction* - means a directive from LFS to a person to refrain from contacting or interacting with another person, or any other directive as may be determined by LFS.

*No-Contact Undertaking* - means an agreement, mutually undertaken by two or more people, to refrain from contacting or interacting with one another based on specified conditions.

*Sexual Misconduct* - as defined by the Sexual Violence and Misconduct Policy Act includes the following:

- a. Sexual assault.
- b. Sexual exploitation.
- c. Sexual harassment.
- d. Stalking.
- e. Indecent exposure.
- f. Voyeurism.
- g. The distribution of a sexually explicit photograph or video of a person to one or more persons other than the person in the photograph or video without the consent of the person in the photograph or video and with the intent to distress the person in the photograph or video;
- h. The attempt to commit an act of sexual misconduct.
- i. The threat to commit an act of sexual misconduct.

*Sexual Assault* - means any contact of a sexual nature undertaken without consent from all participants, which:

- a. may include a range of sexual activities, including sexual touching, groping, or cuddling, kissing, oral sex or vaginal or anal penetration.
- b. includes sexual contact that is forced, manipulated, or coerced.
- c. can occur if the person accused is a partner, friend or acquaintance, a person in a position of authority or a stranger.
- d. can occur between individuals regardless of sexual orientation, gender, gender identity or relationship; and
- e. can occur when an individual engages in sexual activity with another person they know or ought reasonably to have known is mentally or physically incapable of giving or refusing Consent, such as when a person is unconscious, blacked out, intoxicated or otherwise incapable due to a mental or physical disability.

*Sexual harassment* - is a form of human rights-based discrimination (based on sex) that is prohibited under the Human Rights Code.



It is not mutual flirtation or a consensual relationship. It should be recognized, however, that in certain instances where a power imbalance exists (i.e., in the case of relationships between a physically stronger and physically weaker individual, or faculty and students), a sexual relationship could be considered as sexual harassment.

Sexual harassment is defined as unwanted sexual attention, sexual solicitation, or sexually oriented remarks. It includes unwanted behaviour such as touching, suggestive or demeaning remarks, jokes or other types of verbal abuse of a sexual or sexist nature directed at an individual or group; and graphic or suggestive comments about an individual's appearance, sex or sexual orientation, made by a person who knows or ought reasonably to know that such attention, solicitation or behaviour is unwanted. Further examples of sexual harassment are:

- Making sexualized comments about a person's appearance
- Producing sexualized sounds, e.g., whistling at someone
- Redirecting conversations to sexualized topics or fantasies
- Telling sexualized jokes or stories about oneself or another
- Asking questions about an individual's fantasy or sexual life
- Telling lies or spreading rumours about a person's sexual life
- Staring, leering, or looking a person up and down
- Displaying or distributing sexualized photos, audio, or video
- Making sexualized gestures or expressions with one's body
- Unwanted touching of a person's hair, face, or body
- Touching oneself sexually in the presence of another person.

*Stalking* - is conduct that causes an individual to reasonably fear for their physical or mental safety, such as by:

- a. repeatedly following a person or someone known to them.
- b. repeatedly communicating with a person or someone known to them.
- c. besetting or watching a person's home, or place where the person, or someone known to them, resides, works, carries on business, or happens to be; or
- d. engaging in threatening conduct toward another person or a member of their family.

These behaviors may include, but are not limited to, non-consensual communications (face to face, phone, email, social media), threatening or obscene gestures, surveillance, sending repetitive unwanted gifts and uttering threats.

*Student(s)* - means any person enrolled as a student at LFS.

### ***Making a Complaint or Disclosure***

LFS encourages all Students and Employees to report Sexual Misconduct so that it can be addressed. While there is an expectation that Employees who receive a Disclosure of Sexual Violence and Misconduct will provide LFS with notice if the Disclosure reveals the presence of a safety risk in the workplace, any such report by an Employee will, to the extent possible, be handled in a manner respectful of the wishes and privacy of the individual making the Disclosure.

LFS makes the following available to ALL Students and Employees who experience or witness Sexual Misconduct, or have reason to believe that Sexual Misconduct has occurred or may occur:



### Disclosure - with or without a Formal Complaint:

A person who experiences or witnesses Sexual Misconduct may choose to make a Disclosure. For these situations, supports are available whether the individual chooses to make a Complaint under this Policy. A person who makes a disclosure may choose to make a formal Complaint later. A Disclosure without a Complaint will not initiate a process to investigate the Sexual Misconduct incident or engage any resolution process:

1. Students may make a Disclosure to an instructor or the Office Administrator to access available support, academic accommodations, and interim measures.
2. Employees can seek assistance through the Human Resources Manager or their department Manager and may seek appropriate accommodations.

While LFS supports the ability of an individual to make informed choices about whether to pursue the filing of a Complaint and the subsequent investigation, in some circumstances LFS may be obliged to investigate or respond to a Disclosure when Student and Employee health and/or safety is at risk, and in other legally compelling circumstances.

### Criminal Reporting:

An individual may make a report through the criminal justice system by contacting the Royal Canadian Mounted Police (RCMP). If an individual chooses this route, LFS shall provide all available support through its staff team to facilitate contact with the police. An individual wishing to make a report to police is not required to involve LFS. LFS shall cooperate with ALL criminal investigations.

### *Formal Complaint:*

A Formal Complaint may be made to LFS as follows:

For a *Student* - Complaints should be made to: Student Services or a Flight Instructor; Chief Flight Instructor or the President.

For an Employee, contractor, volunteer, or visitor - Complaints should be made to: The Human Resources Manager or President.

For Board members - Complaint should be made to the Board Chair or Vice-Chair.

LFS will investigate all Complaints, and in appropriate circumstances, may facilitate a resolution process. A Complaint under this policy must concern Sexual Misconduct in connection with a LFS-Related Activity. When a Complaint is investigated there will be disclosure of information to the extent necessary to conduct a fair investigation.

Except where otherwise stated in this policy, the procedures under this policy will govern the investigation and/or resolution process under this policy.

LFS will ensure that an investigator appointed to investigate Sexual Misconduct is experienced and familiar with this policy.

LFS reserves the right to specify alternate processes for the handling of a complaint lodged by a member of the LFS Community who is not a Student or Employee.



### Interim Measures or Restrictions (Temporary Measures)

Prior to the commencement of an investigation or resolution process, or as a result of a Disclosure, LFS may impose interim measures (temporary measures or restrictions before an investigation or resolution process is commenced or concluded) as may be appropriate for safety of the individuals involved and the LFS Community. Interim measures may include, but are not limited to:

- a. Alteration of the academic schedule of any student involved in an incident of Sexual Violence and Misconduct.
- b. No-Contact Undertaking.
- c. No-Contact Direction.
- d. temporary, non-disciplinary, leave of absence of a person reported to have committed Sexual Misconduct; and
- e. any other interim measure as may be determined by LFS.

LFS may, upon request or on its own initiative, put interim measures in place to address a report of Sexual Misconduct while matters are under investigation or review by the RCMP or another legal/authorized agency.

### Flight Training or Academic Accommodations

A Student who has experienced Sexual Misconduct and who may require a Flight training or academic accommodation (for example, ground or flight test deferral, withdrawal from a course or program, instructor change, etc.), will be supported by the Office Administration or Students Services department, in accordance with the LFS procedures for requesting and granting such accommodations. A Student requesting an accommodation under this policy is not required to file a Complaint of Sexual Violence and Misconduct to be considered for an academic accommodation.

### Retaliation

It is against this policy for anyone to retaliate or engage in paybacks, vengeance, or threaten to retaliate against a person in connection with:

- a. Making a report of Sexual Misconduct.
- b. Filing a Complaint.
- c. Making a Disclosure.
- d. Participating in an investigation or resolution process under this policy.
- e. Accessing any other remedy available under this policy.

Anyone engaged in any form of retaliation may be subject to discipline.





## Tuition Refund Policy

Tuition Refund policies can sometimes be confusing as they account for a wide variety of scenarios, therefore LFS urges all students to ensure they are familiar with this policy prior to enrollment.

LFS will not accept any tuition payable for a program of instruction unless LFS has provided the student with a copy of this tuition refund policy.

The refund to which a student is entitled is calculated on the total tuition fees due under the contract.

### *Refund Policy for programs that do not require PTIB Approval:*

Programs that do not require PTIB approval – programs that have tuition of \$4,000 or more and that are not solely provided through distance education:

LFS shall refund the student 100% tuition and all related fees, other than application fees if:

- The student does not attend the program, and
- The institution receives from the student a notice of withdrawal or a copy of refusal of a study permit no later than 30 days after the later of:
  - a) the start date of the program in the most recent Letter of Acceptance
  - b) the start date of the program in the enrolment contract.

If student does not meet the conditions stated above, no refund will be issued.

Programs that do not require PTIB approval – programs that have tuition less than \$4,000 and that are not solely provided through distance education: No refund will be allowed.



*Tuition refund — withdrawal and dismissal from approved program of instruction:*

Circumstances when Refund Payable	Amount of Refund
<b>Before program start date</b> , institution receives a notice of withdrawal (applies to all students)	
<ul style="list-style-type: none"> <li>No later than seven days after student signed the enrolment contract, and</li> <li>Before the program start date.</li> </ul>	100% tuition and all <a href="#">related fees</a> , other than application fee. Related fees include: administrative fees, application fees, assessment fees, and fees charged for textbooks or other course materials.
<ul style="list-style-type: none"> <li>At least 30 days before the later of:               <ol style="list-style-type: none"> <li>The program start date in the most recent Letter of Acceptance (international students)</li> <li>The program start date in the enrolment contract.</li> </ol> </li> </ul>	Institution may retain up to 10% of tuition, to a maximum of \$1,000. Institution must refund fees paid for course materials if not provided to the student.
<ul style="list-style-type: none"> <li>More than seven days after the student and institution signed the enrolment contract, and</li> <li>Less than 30 days before the later of:               <ol style="list-style-type: none"> <li>The program start date in the most recent Letter of Acceptance (international students)</li> <li>The program start date in the enrolment contract.</li> </ol> </li> </ul>	Institution may retain up to 20% of tuition, to a maximum of \$1,300. Institution must refund fees paid for course materials if not provided to the student.
<b>After program start date</b> , institution provides a notice of dismissal or receives a notice of withdrawal (applies to all students, except those enrolled in a program delivered solely by distance education)	
<ul style="list-style-type: none"> <li>After the program start date, and up to and including 10% of instruction hours have been provided.</li> </ul>	Institution may retain up to 30% of tuition. Institution must refund fees paid for course materials if not provided to the student.
<ul style="list-style-type: none"> <li>After the program start date, and after more than 10%, but before 30% of instruction hours, have been provided.</li> </ul>	Institution may retain up to 50% of tuition. Institution must refund fees paid for course materials if not provided to the student.
<b>Student does not attend program – “no-show”</b> (applies to all students except those enrolled in a program delivered solely by distance education):	
<ul style="list-style-type: none"> <li>Student does not attend the first 30% of the program.</li> </ul>	Institution may retain up to 50% of the tuition. Institution must refund fees paid for course materials if not provided to the student.



Institution receives a refusal of study permit (applies to international students requiring a study permit):	
<ul style="list-style-type: none"> <li>Before 30% of instruction hours would have been provided, had the student started the program on the later of the following:               <ol style="list-style-type: none"> <li>The program start date in the most recent Letter of Acceptance</li> <li>The program start date in the enrolment contract</li> </ol> </li> <li>Student has not requested additional Letter(s) of Acceptance.</li> </ul>	100% tuition and all related fees, other than application fee.
After the program start date, student withdraws or is dismissed (applies to students enrolled in a program delivered solely by distance education):	
<ul style="list-style-type: none"> <li>Student completed up to 30% of the program.</li> </ul>	Institution may retain up to 30% of the tuition. Institution must refund fees paid for course materials if not provided to the student.
<ul style="list-style-type: none"> <li>Student completed more than 30% but less than 50% of the program (based on evaluation provided to student).</li> </ul>	Institution may retain up to 50% of the tuition. Institution must refund fees paid for course materials if not provided to the student.
Student enrolled in a program without having met the admission requirements for the program	
<ul style="list-style-type: none"> <li>If the student did not misrepresent the student's knowledge or skills when applying for admission and the registrar orders the institution to refund tuition and fees.</li> </ul>	100% tuition and all related fees, including application fees
Circumstances when Refund Payable	Amount of Refund
Institution does not provide a work experience	
<ul style="list-style-type: none"> <li>The institution fails to provide the work experience within 30 days of the contract end date, unless the registrar determines the institution was prevented from doing so by circumstances beyond its control.</li> </ul>	100% tuition and all related fees, other than application fees

LFS shall refund a student (or a person who paid on behalf of a student) the tuition that was paid in relation to an approved program of instruction in which the student is enrolled in the following circumstances:

- If LFS receives a notice of withdrawal from the student within 7 days after the effective contract date, and before the start date and end date of the program, or the part of the program of instruction that will be provided during the term of the student enrolment contract.



- b. If the student (or other approved signatory) signs the student enrolment contract 7 days or less before the start date and end date of the program or the part of the program of instruction that will be provided during the term of the student enrolment contract and LFS receives a notice of withdrawal from the student between the date the student (or other approved signatory) signed the student enrolment contract, and the start date and end date of the program, or the part of the program of instruction that will be provided during the term of the student enrolment contract;
- c. If the student does not attend a work experience component, and
- d. LFS does not provide all the hours of instruction of the work experience component of a program of instruction within 30 days of the end date of the program or the part of the program of instruction that will be provided during the term of the student enrolment contract.

### *Tuition and fee refund standards*

LFS shall refund the tuition for a program of instruction and all related fees paid by a student (or a person on behalf of a student) enrolled in an approved program of instruction, if both of the following apply:

- a. The student is enrolled in the program of instruction without having met the admission requirements for the program.
- b. The student did not misrepresent the student's knowledge or skills when applying for admission.

If a student does not attend any of the first 30% of the hours of instruction, referred to in the enrollment contract of an approved program of instruction, LFS may retain up to 50% of the tuition paid under the student enrolment contract. (This does not apply in relation to a program of instruction that is provided solely through distance education.)

### *Tuition refund — International Students*

If a student delivers a copy of a refusal of a study permit to LFS, the following sections apply as if the copy of the refusal were a notice of withdrawal.

LFS must refund the student, or the person who paid on behalf of the student, the tuition that was paid in relation to an approved program of instruction in which the student is enrolled in the following circumstances:

- a. If LFS receives a notice of withdrawal from the student, within 7 days after the effective contract date and before the start date of the program, or the part of the program of instruction that will be provided during the term of the student enrolment contract.
- b. If the student, (or other approved signatory), signs the student enrolment contract 7 days or less, before the start date of the program or the part of the program of instruction that will be provided during the term of the student enrolment contract and LFS receives a notice of withdrawal from the student between the date the student (or other approved signatory)



signed the student enrolment contract, and the start date of the program, or the part of the program of instruction that will be provided during the term of the student enrolment contract;

If LFS receives a notice of withdrawal from a student more than 7 days after the effective contract date and at least 30 days before the start date of the program, or the part of the program of instruction that will be provided during the term of the student enrolment contract, LFS may retain up to 10% of the tuition due under the student enrolment contract, up to a maximum of \$1,000.

If LFS receives a notice of withdrawal from a student:

- a. After the start date of the program or the part of the program of instruction that will be provided during the term of the student enrolment contract, and up to and including the date on which 10% of the hours of instruction of the program that will be provided during the term of the student enrolment contract, LFS shall retain up to 30% of the tuition due under the student enrolment contract.
- b. After the date on which more than 10% but before the date on which 30% of the hours of instruction of the program (that will be provided during the term of the student enrolment contract) have been provided, LFS shall retain up to 50% of the tuition due under the student enrolment contract.

LFS must refund fees charged for course materials paid for but not received if the student provides a notice of withdrawal to LFS or LFS provides a notice of dismissal to the student.

LFS must refund tuition or fees, as applicable, to a student, or a person who paid the tuition or fees on behalf of a student within:

- a. 30 days of the date LFS receives a student's notice of withdrawal.
- b. 30 days of the date LFS provides a notice of dismissal to the student.
- c. 30 days of the date that the registrar provides notice to LFS that LFS is not complying with a compliance standard.
- d. 30 days after the first 30% of the hours of instruction, if a student does not attend any of the first 30% of the hours of instruction of the program that will be provided during the term of the student enrolment contract (of an approved program of instruction), LFS may retain up to 50% of the tuition paid under the student enrolment contract.

*These do not apply if an international student requests an additional letter of acceptance for the same program of instruction that was the subject of the refusal of a study permit, or in relation to a program of instruction that is provided solely through distance education.*

## Student Withdrawal Policy

If a student decides to withdraw from a program, the student must provide a dated, written, notice of withdrawal to LFS. Withdrawals and any applicable refunds are assessed according to the Tuition Refund Policy above, as well as the date on which the written notice of withdrawal is received.

Please, request all withdrawals or tuition and fee refunds via email at [administration@langleyflyingschool.com](mailto:administration@langleyflyingschool.com).



## Prior Learning Assessment Policy

A prior learning assessment is conducted whenever a student transfers to Langley Flying School from another flight training unit, including students from foreign countries.

Prior Learning Assessments are conducted by the Flight Instructor in consultation with the Chief Flight Instructor. Assessments will seek to balance Transport Canada training requirements and standards for flight and Written testing.

## Language Proficiency Assessment Policy

As per Transport Canada and International Civil Aviation Organization standards, all Pilots must demonstrate English proficiency in aviation, especially in the areas of Pronunciation, Structure, Vocabulary, Fluency, Interactions, and Comprehension.

To provide early evaluation to students who may struggle with Communication in Aviation, LFS administers its own evaluation of English proficiency for students in cases where Flight Instructors feel English proficiency may compromise effective learning and safe flight operations.

## Privacy Policy

LFS collects students' personal information for the following purposes:

1. Compliance with the Canadian Aviation Regulations.
2. Compliance with the policies and procedures of Transport Canada regarding personnel licensing.
3. Compliance with PTIB and the Private Training Regulations.
4. Conventional accounting practices and procedures.
5. Compliance with the policies and procedures of the Canada Revenue Agency, including the issues.

It is prohibited for Langley Flying School staff to release any private information related to students other than for the purposes stated above. We do not disclose personal information to other private or public bodies or individuals except at your request or as required by law. Student's personal information collected by Langley Flying School will only be used for the purpose for which it was originally collected or for a use consistent with that purpose unless the student expressly consents otherwise.

## Procedure for maintaining Student Files

Student personal and training information is collected throughout the student's attendance at the institution. All required information regarding the student performance, progress, and acquired pilot qualification, is scanned and placed on electronic student file located on a secure company server or via Flight Schedule Pro (FSP). Documents from which scans are made are shredded. Pilot qualification documents may include name, birthdate, address, telephone, and email data. LFS's pilot training records additionally include next-of-kin contact information. Access to the student files located on the server is limited to the appropriate administrative staff, the Chief Flight Instructor, the Chief Ground school Instructor, and line Flight and Ground Instructors.

As students progress through pilot training, copies of LFS pilot training records are periodically forwarded to Transport Canada for the purpose of processing pilot qualification documents.



Personal and training information for all students remain in the secured filed system for periods of up to eight years, after which the information may be destroyed using a secure destruction method.

### Personal Identification Documents

Copies of student personal identification documents are required for the processing of pilot qualification documents, are photocopied, certified, and physically stored separately in a secure safe located at the school. Copies of these documents are then periodically transferred to Transport Canada via surface mail. At the end of the eight-year period, the full student file may be destroyed using a secure destruction method.

### Procedure for Student Access to Information

Under the Personal Information Protection Act, students are entitled to access their student file. Active students wishing to access information in the student file should make this request with their Flight Instructor. In all other instances, access requests must be made in Writing to the Chief Flight Instructor.

### Release of Information

LFS will not release information to any person or organization other unless authorized in writing by the student unless required, or unless required to so by Canadian law, a subpoena, court order or if the release of information is necessary as part of an ongoing police investigation.

Persons authorized to access information on behalf of a student must provide written proof of this authorization.

### Photographs and Promotions

LFS uses photographic images of students, combined with names and dates, on the school's website and social media to promote students' achievements and success. Should any student not consent LFS to use their photographic images, students should advise LFS in writing to [administration@langleyflyingschool.com](mailto:administration@langleyflyingschool.com) to withdraw consent, the photo will be no longer be used for school's website and social media.

### Storage of Personal Data in the United States

LFS's secured file system is backed up in the United States, LFS utilizes Flight Schedule Pro (FSP), Google Drive and Docs as a means of storing and analyzing student, staff and school performance and quality assurance, and Langley Flying School utilizes social media such as Facebook, Instagram, and Twitter, Since these practices imply the storage of personal data in the United States and other countries, restricted access to this information, in accordance with Canadian privacy laws, cannot be assured.

### Student Consent

Student consent is provided for in the Student Enrolment Contracts, advising student that by enrolling in programs, and by signing the Enrolment Contracts, students are consenting to the above practices pertaining to your personal information, data, and images. If students choose not to consent to these practices, they are advised to contact the Chief Flight Instructor in writing so that alternate arrangements can be made.



## Work Experience Policy

Through a series of partnerships with other institutions, students enrolled in LFS programs that offer work experiences will be selected in accordance with this policy. It will consist of an interview process that aims to align the requirements of a company with the student's area of expertise to enable a productive working-learning experience for the student.

The student is expected to achieve a passing grade in the applicable program to prior to starting the work experience.

Any work experience component of a program must be completed within the specified program duration on the enrollment contract.

Student evaluation will be completed by the supervisor who is responsible for managing the student as well as via reports written by the student and assessed by the LFS instructor.

These reports and forms will be used to monitor the student's performance/progress and establish a grade accordingly.

Prior to the student's work-experience program, an agreement with the host organization will be signed stating the responsibilities of all parties involved.