

Jelly Academy

Student Policies



**JELLY
ACADEMY**

TABLE OF CONTENTS

3	Statement of Rights
3	Tuition Refund Policy
5	Attendance
5	Student Grade Appeal
6	Dispute Resolution
6	Sexual Misconduct
9	Respectful and Fair Treatment
9	Student Dismissal

STATEMENT OF RIGHTS

- A. Before you enroll in Jelly Academy, you should be aware of your rights and responsibilities.
- B. You have the right to be treated fairly and respectfully by the institution.
- C. You have the right to a student enrolment contract that includes the following information:
 - a. amount of tuition and any additional fee for your program
 - b. refund policy
 - c. if your program includes a work experience, the requirements to participate in the work experience and the geographic area where it will be provided
- D. Make sure you read the contract before signing. The institution must provide you with a signed copy
- E. You have the right to access the institution's dispute resolution process and to be protected against retaliation for making a complaint.

TUITION REFUND POLICY

Circumstances when Refund Payable	Amount of Refund
Before program start date , institution receives a notice of withdrawal (applies to all students)	
No later than seven days after student signed the enrolment contract, and before the program start date.	100% tuition and all related fees, other than application fee. Related fees include: administrative fees, application fees, assessment fees, and fees charged for textbooks or other course materials.
At least 30 days before the later of: a) The program start date in the most recent Letter of Acceptance (international students) b) The program start date in the enrolment contract.	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.
More than seven days after the student and institution signed the enrolment contract, and Less than 30 days before the later of: a) The program start date in the most recent Letter of Acceptance (international students) b) The program start date in the enrolment contract.	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.

Circumstances when Refund Payable	Amount of Refund
After program start date , 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)	
After the program start date, and up to and including 10% of instruction hours have been provided.	Institution may retain up to 30% of tuition. Institution must refund fees paid for course materials if not provided to the student.
After the program start date, and after more than 10%, but before 30% of instruction hours, have been provided.	Institution may retain up to 50% of tuition. Institution must refund fees paid for course materials if not provided to the student.
Student does not attend program – “no-show” (applies to all students except those enrolled in a program delivered solely by distance education):	
Student does not attend the first 30% of the program.	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):	
Before 30% of instruction hours would have been provided, had the student started the program on the later of the following: a) The program start date in the most recent Letter of Acceptance b) The program start date in the enrolment contract c) Student has not requested additional Letter(s) of Acceptance.	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):	
Student completed up to 30% of the program.	Institution may retain up to 30% of the tuition. Institution must refund fees paid for course materials if not provided to the student.
Student completed more than 30% but less than 50% of the program (based on evaluation provided to student).	Institution may retain up to 50% of the tuition. Institution must refund fees paid for course materials if not provided to the student.

Circumstances when Refund Payable	Amount of Refund
Student enrolled in a program without having met the admission requirements for the program:	
<p style="text-align: center;">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.</p>	<p style="text-align: center;">100% tuition and all related fees, including application fees</p>

Institution must pay the tuition or fee refund **within 30 days** after receiving notice of withdrawal or refusal of study permit; providing a notice of dismissal, or the date on which the first 30% of the hours of instruction are provided (no-show).

ATTENDANCE

- A. Students are expected to attend all classes virtually.
- B. If a student needs to miss a class, they must email the program administrator prior to class.
- C. Students will still be provided with full lesson recordings, additional readings, and recommended homework.

STUDENT GRADE APPEAL

- A. A student may appeal a grade if they believe it does not reflect their performance, per the criteria for grading.
- B. Grade appeals should be resolved informally between the student and the student's Instructor.
- C. If the student and instructor are unable to resolve their differences, the Program Administrator will attempt to serve as mediator working with the individuals to resolve the dispute.
- D. If following this process, the student is still dissatisfied, the student may initiate the formal grade appeal procedure.
- E. The student must initiate formal grade appeals within 30 days following the award of the grade. The student must present a written brief outlining the problem and the area of disagreement to the Program Administrator.
- F. The Program Administrator will make a final decision about the Grade Appeal.

DISPUTE RESOLUTION

- A. Any student who has a complaint or who becomes involved in a dispute with a representative of the school shall, if appropriate, make an earnest attempt to settle the complaint or resolve the dispute directly with the person(s) who is the subject of the complaint or dispute.
- B. Any student who cannot resolve the complaint or dispute as outlined above must submit their complaint in writing to the Program Administrator, Chris Penner, chrisp@jellymarketing.com, 604-674-3559.
- C. The Program Administrator will review the complaint and meet with the student to discuss the concern within 5 days of receiving the written complaint.
- D. If reconsideration of the determination is required, this will be conducted by the Program Founder, Darian Kovacs, darian@jellymarketing.com, 604-674-3559.
- E. Written reasons for the determination will be provided to the student within 30 days of receipt of the written complaint.
- F. The student making the complaint may be represented by an agent or lawyer.

SEXUAL MISCONDUCT

DEFINITIONS:

Sexual Misconduct is defined as any of the following:

- Sexual Assault
- Sexual Exploitation
- Sexual Harassment
- Stalking
- Indecent Exposure
- Voyeurism
- 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 photo or video.
- The Attempt to Commit an Act of Sexual Misconduct
- The Threat to Commit an Act of Sexual Misconduct

A Disclosure or Complaint is when the victim/survivor chooses to tell someone at the institution of an incident of sexual misconduct in order to seek support but may not want to make a report to police.

A Report is a formal notification of an incident of sexual misconduct to someone at the institution accompanied by a request for action. A report can be made by anyone, but not limited to the victim/survivor.

POLICY:

- A. Jelly Academy takes all disclosures, complaints and reports of sexual misconduct seriously and will respond to them thoroughly and expeditiously, providing appropriate accommodations to the victim/survivor as needed.
- B. A student making a complaint of sexual misconduct will be provided with resolution options and, if appropriate, accommodation, and will not be required or pressured to make a report.
- C. It is contrary to this policy for this institution to retaliate, engage in reprisals or threaten to retaliate in relation to a complaint or a report.
- D. Any processes undertaken pursuant to this policy will be based on the principles of administrative fairness. All parties involved will be treated with dignity and respect.
- E. All information related to a complaint or report is confidential and will not be shared without the written consent of the parties, subject to the following exceptions:
 - If an individual is at imminent risk of severe or life-threatening self-harm
 - If an individual is at imminent risk of harming another
 - There are reasonable grounds to believe that others in the institutional community may be at significant risk of harm based on the information provided
 - Where reporting is required by law
 - Where it is necessary to ensure procedural fairness in an investigation or other response to a complaint or report

PROCEDURE:

1. The process for making a **complaint** about sexual misconduct involving a student is as follows:
 - a. A complaint or disclosure about sexual misconduct involving a student should be directed to the Program Administrator, Chris Penner, chrisp@jellymarketing.com, 604-674-3559.
 - b. The alternate contact, in their absence, will be Program Founder, Darian Kovacs, darian@jellymarketing.com, 604-674-3559.
2. The process for responding to a **complaint** of sexual misconduct involving a student is as follows:
 - a. The Program Administrator, or alternate, will meet with the student and provide information and support as the situation demands.
 - b. If accommodations are required for the safety and security of the student, these will be implemented as much as possible.
 - c. If the student needs third-party support and assistance, the school will assist with accessing those resources.
3. The process for making a **report** of sexual misconduct involving a student is as follows:
 - a. A report of sexual misconduct must be made in writing and will include a written statement describing the complaint. This report should be directed to the Program Administrator, Chris Penner, chrisp@jellymarketing.com, 604-674-3559, or as an alternate, to darian@jellymarketing.com, 604-674-3559.

4. The process for responding to a **report** of sexual misconduct involving a student is as follows:
 - a. Upon receiving a written report of sexual misconduct, the Program Administrator, or the alternate, will:
 - i. notify the person providing the report that a response to the report is in progress.
 - ii. meet with the student, or the person making the report to offer support and to determine what actions, enquiries or investigations may be necessary.
 - b. If accommodations are required for the safety and security of the student, these will be implemented as much as possible. These may include:
 - i. Transfer of a student to a different class
 - ii. Rescheduling, deferral of assignments or tests
 - iii. If the alleged perpetrator or the victim/survivor is an employee, administrative leave or work from home or other interim measures may be taken during an investigation.
5. Except in circumstances where there is a serious safety risk to others, and/or the school has a legal obligation to act, the victim/survivor will be the one to determine what, if any, police reporting actions to pursue.
6. Any investigations will be conducted with sensitivity and discretion.
7. The school is not mandated to make criminal investigations; however, it does have the responsibility to ensure a safe environment, regardless of whether a criminal investigation is undertaken.
8. The person making the report may withdraw the report, but the school may continue to act on the matter if it is deemed necessary to protect students.
9. Depending upon the nature of the report, if it is determined that a third party or outside agent should conduct an investigation, this will be arranged as quickly as possible.
10. A written response to the report will be provided to the student within 30 days of receipt of the written complaint.
11. The school will implement any actions or corrective measures recommended in the response to the report.

RESPECTFUL AND FAIR TREATMENT

- A. Jelly Academy is committed to ensuring that its learning environment promotes the respectful and fair treatment of all students.
- B. Students are prohibited from engaging in behaviour that is hurtful or damaging to students, staff or the school, while on school premises, in virtual school settings, or at any school related event. This includes bullying, harassment as well as any criminal behaviour.
- C. In the event that a student is found to have engaged in prohibited behaviour, the Program Administrator will meet with the student and investigate the allegations as needed. Any investigations will be conducted with sensitivity and discretion. The school is not mandated to make criminal investigations; however, it does have the responsibility to ensure a safe environment, regardless of whether a criminal investigation is undertaken.
- D. If the allegations are found to have merit, the student will be subject to disciplinary measures up to and including dismissal.

STUDENT DISMISSAL

- A. If a student fails to abide by Jelly Academy policies, they may be dismissed from the Program.
- B. In the event of a dismissal, the refund policy will apply.