
ARTICLE 14 – DISABILITY AND STUDENT WELLNESS POLICY

Statement of Intent

CIC affirms the right of every student who is **present, ready, willing, and able**, to actively participate and endeavour towards success. CIC is committed to ensuring an accessible and accommodating scholastic environment that is dedicated to accounting for the needs of students with disabilities, provided that such accommodations do not prevent the student from completing the essential requirements of Ontario's academic curriculum.

Background

For the purpose of this policy, CIC shall use commercially reasonable efforts to use the Human Rights Code (Ontario) and its guidelines as a reference for meeting the needs of students. The Human Rights Code (Ontario) has referenced the following terms:

Disability means:

- a. any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
- b. a condition of mental impairment or a developmental disability;
- c. a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language; or
- d. a mental disorder.

Undue Hardship

In the event that a student's disability is deemed an undue hardship (based on objective, real, direct, and quantifiable evidence by CIC in its sole discretion), CIC may terminate a student's status. Notice of a student's termination of status will be delivered to the student's parents/guardians. Any termination of a student's status will not be effectuated until the forthcoming semester. Until such time that the student's termination of status is effectuated, CIC reserves the right to place the student on Temporary Academic Leave, if the circumstances of the student's condition would threaten the safety of the student, other students, or CIC staff.

Undue hardship means the inability of CIC to provide services to a student, as a result of cost or health and safety concerns posed by the student's disability.

1. Policy

CIC requires that each student is **present, ready, willing and able** to learn and assimilate with students, CIC staff and the community. CIC strives to ensure that students with disabilities are not excluded from admission to CIC. Notwithstanding the foregoing, CIC **reserves the right** to discontinue any academic or residential services or otherwise, to any student that has misrepresented or failed to disclose the existence of any condition or disability at the time of admission or prior to the commencement of any academic or residential services. Among CIC's primary objectives is to protect the welfare of all of its students and as such, requires the disclosure of any existing condition or disability so that any prospective student is cared for adequately, without jeopardizing the safety of other students.

Individualized Accommodation Plan

CIC students that are assessed with a disability, condition or mental health issue, may apply to CIC's Vice Principal for an individualized assessment plan ("IAP"). CIC shall use its reasonable efforts to accommodate any eligible student up to the point of undue hardship, which may be determined by CIC in its sole discretion.

Students granted an accommodation will be required to strictly adhere to the procedures determined under any IAP. Students who fail to comply with the IAP in any manner or demonstrate that he or she is not present, ready, willing, and able to learn, may be directed to the Principal or Designate for the appropriate correction action and may be subject to disciplinary policies as set out in Article 16 herein.

Students seeking accommodation are under a duty to provide recent and relevant medical, psychological or educational documentation that substantiates both the existence of the disability and the need for accommodation. The privacy and confidentiality of information concerning any student seeking academic accommodation will be protected and respected by CIC, excluding any communications and notifications made to the student's parents/guardians.

Temporary Academic Leave and Cessation of Services

Notwithstanding the foregoing, CIC is committed to protecting the health and welfare of its students, and CIC staff. In the event that CIC determines that a student is a threat to himself/herself or others, CIC reserves the right to place the student on a temporary academic leave, where the student will be assessed by medical and wellness staff to determine whether he or she is able to continue at CIC without posing a threat to himself/herself or others. The parents/guardians of any CIC student placed on Temporary Academic Leave shall be notified of the circumstances.

If CIC determines that the student continues to pose a significant threat to himself/herself or any other members of CIC that cannot be controlled or accommodated without undue hardship to CIC, CIC reserves the right to cease any and all obligations to the student, effective the date of the issuance of the Temporary Academic Leave.

Residence

Unless the circumstances warrant immediate removal, a student shall have three (3) days to vacate any residence/homestay.