B. McDonald & Associates Ltd. o/a Health and Safety Management College

Vocational Student Enrolment Contract

for the **Canadian Fire Alarm Technology Program**

Please check off courses you need to complete Program

My Fall 2020 Class Schedule

Course		If Classroom Feasible		If Online Necessary (2020-2021)	
1	○	Sep 19, 20, 26, 27	8 am - 5 pm	Sep 19, 20, 26, 27, Oct 3, 4, 17, 18	8 am - 12:30 pm
2	○	Oct 3, 4, 17, 18	8 am - 5 pm	Oct 24, 25, 31, Nov 1, 7, 8, 14, 15	8 am - 12:30 pm
3	○	Oct 24, 25, 31, Nov 1	8 am - 5 pm	Nov 21, 22, 28, 29, Dec 5, 6, 12, 13	8 am - 12:30 pm
4	○	Nov 7, 8, 14, 15	8 am - 5 pm	Jan 9, 10, 16, 17, 23, 24, 30, 31	8 am - 12:30 pm
5	○	Nov 21, 22, 28, 29	8 am - 5 pm	Feb 6, 7, 13, 14, 20, 21, 27, 28	8 am - 12:30 pm

Classroom Location: Monte Carlo Inn & Suites, 7255 Warden Avenue, Markham ON L3R 1B4

This Enrolment Contract is subject to the *Private Career Colleges Act, 2005* and the regulations made under the Act. The undersigned hereby enrols as a student of **Health and Safety Management College** for the **Canadian Fire Alarm Technology Program.**

Applicant Details:

First Name: Middle Name:

Last Name:

Street Address:

Address Line 2:

City: Province: ON Postal Code: Country: Canada

Cell Phone: Email Address:

Date of Birth: Emergency Contact: Tel:

International Student: YES ○ NO ◉ Social Insurance No.:

Permanent Address (if different):

Street Address:

Address Line 2:

City: Province: Postal Code: Country:

BRIEF DESCRIPTION

Course 1 - The Canadian Fire Alarm System – an Overview
Course 2 - Verbal & Written Communication
Course 3 - Basic Electricity
Course 4 - Life Safety Systems - Electronics
Course 5 - The Canadian Fire Alarm System – Application

All classroom courses are completed over four days (two weekends), in 36 hours each. Online courses are completed over eight sessions of 4.5 hours. The cost includes all study materials and manuals.

When the Program is complete, you will be issued a Program Certificate of the Canadian Fire Alarm Technology Program. Upon successful completion of each course, a Completion Record will be issued. These records are recognized by the Canadian Fire Alarm Association as part of the qualifications for Registration as a Fire Alarm Technician. You must apply to the Association for registration.

ADMISSION REQUIREMENTS

✔ Before the day the program commences, I will be 18 years of age or older (proof will be required on registration). Acceptable documents include valid driver's licence, North American birth certificate, valid Canadian passport, valid Canadian Permanent Resident record, etc., **AND**

O I am submitting by email, fax or regular mail, a copy of my Secondary School Diploma from Canada or the U.S.A.,

OR

O a copy of my Certificate of Apprenticeship or Certificate of Qualification in any trade from any Canadian jurisdiction (such as Ontario Electrician's 309A), **OR**

O I have completed an equivalent level in another country, and am submitting a formal written assessment by a professional organization which is qualified and recognized to perform such assessments (such as World Education Services, or Comparative Education Services at University of Toronto), **OR**

O Before the day the program commences, as I do not have an Ontario Secondary School Diploma or its equivalent I will have completed Admissions Tests for Arithmetic and Reading (Please contact Health and Safety Management College to arrange; a fee of $150 applies.)

ADVANCED STANDING OPTIONS

Courses 1 and 5 are mandatory and Course 1 is to be taken before Course 5. Course 3 is to be taken before Course 4.

A student may be granted an exemption in one or more of Courses 1, 2, 3 and 4. For documentation required, see below.

Health and Safety Management College requires a minimum grade of 60% for exemptions to be considered.

Work experience and High School courses are not grounds for an exemption. There are no exceptions to this policy.

The one-time fee for processing your first exemption request by any means other than CFAA academic transcript is $50.00 Canadian (plus applicable tax). This is non-refundable. There is no charge to process a CFAA certificate.

There is no additional charge for subsequent exemption requests for other Program courses.

I am applying for exemption from the following courses, and am submitting the relevant required documentation:

	Course	**Documentation required (call us if you need help getting papers together)**
☐	1	• Photocopy of Official transcript, diploma or certificate from College, University or other Canadian Fire Alarm Association trainers or partners for training completed within the past 15 years, AND a copy of the related course outline.
☐	2	• Photocopy of Official transcript, diploma or certificate from College, University or other Canadian Fire Alarm Association trainers or partners for training completed within the past 15 years AND a copy of the related course outline, **or** • Photocopy of Official transcript, diploma or certificate from equivalent course(s) completed at a Trade School, AND a copy of the related course outline, **or** • Photocopy of an Electrician's wallet license.
☐	3	• Photocopy of Official transcript, diploma or certificate from College, University or other Canadian Fire Alarm Association trainers or partners for training completed within the past 15 years, AND a copy of the related course outline, **or** • Photocopy of Official transcript, diploma or certificate from equivalent course(s) completed at a Trade School, AND a copy of the related course outline, **or** • Photocopy of an Electrician's wallet license, **or** • an official transcript of a challenge test administered by the Canadian Fire Alarm Association, and a copy of the related challenge test.
☐	4	• Official transcript from College, University or other Canadian Fire Alarm Association trainers or partners for training completed within the past 15 years, **or** • Photocopy of Official transcript, diploma or certificate from equivalent course(s) completed at a Trade School, **or** • an Electrician's wallet license, **or** • an official transcript of a challenge test administered by the Canadian Fire Alarm Association.

Summary of All Fees for the Program (Canadian Dollars - CAD)

You must register for the entire program, less any courses for which you are exempt.

This pages lists all fees which may be charged. For a calculation of your personal fee situation, please see "Fee Calculation, Deposit and Payment Schedule" on next page.

Basic Academic Fees (HST Applies)

Tuition:		$3100
Books:		
	For Courses 1 and 5 (1 book for both)	$225
	$84 for each of other Courses	$252
Subtotal:		$3577.00
GST on books 5%		$23.85
HST on tuition:		$403.00
Total:		$4003.85
For each exempt course, total is reduced by $620, plus textbook cost, (plus applicable HST/GST)		

Optional Administrative Fees

Transcript Replacement	$25
Unreturned Legislative Resource Book (no HST)	$85
Final Exam Re-take (no HST)	$55
Advanced Standing Processing Fee (non CFAA documents)	$50
Admissions Testing Fee for Adult Academic Skills	$150
Returned Cheque	$25
HST applies to all fees except the two noted specially above.	

FEE CALCULATION, DEPOSIT AND PAYMENT SCHEDULE

Registration Deposit:

To cover admissions processing costs, we must receive a deposit. When we receive it we will email you a confirmation of your place, and will send you a receipt. Deposit will be fully refunded if for any reason your application is rejected or the training is cancelled. Otherwise your deposit will be applied against tuition fees.

Final payment of the balance of your fees is due, without exception, on the day training for the course starts. On or before the first day of your first course, you will be asked to sign two copies of this contract.

Fee and Payment Schedule Calculation:

Courses registerered (after advanced standing exemptions):	1	2	3	4	5	Totals
Tuition ($620 per course)						$ 0.00
Books ($225 Course 1 and/or Course 5, $84 each other course)						$ 0.00
HST 13% on Tuition						$ 0.00
GST 5% on Books						$ 0.00
If applicable add Advanced Standing Processing Fee (non CFAA documents), payable before start of first course, $50 + HST = $56.50:					☐	
If applicable add Admissions Testing fee for adult academic skills, payable before the start of first course, $150 + HST =$169.50:					☐	
TOTAL FEES PAYABLE (Canadian dollars)						$ 0.00
INITIAL DEPOSIT required prior to signing contract (lesser of 20% or $500)						$ 0.00
Additional payment each course (due before start of course)						$ 0.00

Acceptable Payment Methods:

a) Interac email transfer (e-transfer) to info@hsmcollege.ca
b) Cheque payable to Health and Safety Management College
c) Visa or Mastercard

- Cheques are payable to Health and Safety Management College and must be submitted by mail to 1 Crescent Road, Huntsville ON P1H 1Z6.
- Cheques must be received no later than 7 days prior to the start of each course.
- Fees will be paid in Canadian dollars. Upon payment a receipt will be provided.

HEALTH and SAFETY management college

DEFERRING A COURSE

Note: At my option, I may defer my training in any courses, subject to available places, to a later date, upon three weeks written notice.

WITHDRAWALS/ TERMINATIONS AND TUITION REFUNDS

- If I wish to withdraw from this program and terminate the contract, I must provide written notice to Health and Safety Management College in a way that allows me to verify the date the notice was delivered. The contract is considered terminated on the date that the written notice is received by Health and Safety Management College.
- I understand that if I terminate this contract on or before the 15th business day after signing this contract, the training organization must refund any tuition or other fee paid by me or on my behalf, less my deposit.
- I am aware that Health and Safety Management College may also terminate my enrolment in this program, by providing written notice to me, if there is insufficient enrolment, or in accordance with the Student Expulsion Policy. In the case of insufficient enrolment, a full refund will be provided. In the case of expulsion, the refund will be reduced by the lesser of: the deposit or the part of the tuition fees that is proportional to the percentage of program time elapsed.
- Health and Safety Management College reserves the right to cancel this Contract if the undersigned student does not attend classes during the first 14 days of the program. A partial refund of fees as outlined for expulsion above will be provided.
- For further information regarding cancellation of this Contract and refunds of fees paid, see sections 25 to 33 of O. Reg. 415/06 made under the *Private Career Colleges Act, 2005*.

Fee Payments

- I understand that Health and Safety Management College may withhold my credential if all fees are not paid in full by the time of course completion.

Student Complaints

- Concerns regarding my training will first be addressed using Health and Safety Management College's Student Complaint Procedure. If a resolution is not reached, I may contact the Private Career College Branch of the Ministry of Training Colleges and Universities to discuss my concerns. They have a form and process for the purpose.

Student Information

O Upon completing the program I agree to provide Health and Safety Management College with information regarding my employment status and my employer's name and telephone number.

O I do not want information regarding my employment status and my employer's name and telephone number disclosed to Health and Safety Management.

HEALTH and SAFETY management college

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of:

O The Statement of Students' Rights and Responsibilities Issued by the Superintendent of Private Career Colleges

O The Health and Safety Management College Fee Refund Policy (see below)

O The Consent to the Use of Personal Information (see below)

O The Payment Schedule

O The Health and Safety Management College Student Complaint Procedure (see below)

O The Health and Safety Management College Policy Relating to the Expulsion of Students

O The Health and Safety Management College Sexual Violence Policy

By signing this contract, the student agrees to and acknowledges the following:

- I have researched my chosen profession and The Canadian Fire Alarm Fire Alarm Technology Program is the program in which I wish to enroll.
- The program is delivered by Health and Safety Management College of Huntsville ON P1H 1Z6.
- The program will be delivered in English.
- I am aware that the method in which the program is delivered to students is by traditional classroom lecture if feasible, but by live online webinar if required by government health guidance or regulation.
- **I am aware that Health and Safety Management College does not guarantee employment for any student who successfully completes a vocational program offered by the college.**
- **The student named below is entitled to a signed copy of this contract immediately after it is signed.**

I **have read, and understand and agree to this contract.**

Signature of Student

Printed Name of Student Date

By signing this contract, the training organization agrees to offer the program approved as a vocational program under the *Private Career Colleges Act, 2005*.

Signature of Admissions Officer, Registrar, Agent Date

Printed Name of Admissions Officer, Registrar, Agent

HEALTH and SAFETY management college

CONSENT TO THE COLLECTION AND USE OF PERSONAL INFORMATION

Private career colleges (PCCs) must be registered under the Private Career Colleges Act, 2005, which is administered by the Superintendent of Private Career Colleges. The Act protects students by requiring PCCs to follow specific rules on, for example, fee refunds, training completions if the PCC closes, qualifications of instructors, access to transcripts and advertising. It also requires PCCs to publish and meet certain performance objectives that may be required by the Superintendent for their vocational programs. This information may be used by other students when they are deciding where to obtain their training. The consent set out below will help the Superintendent to ensure that current and future students receive the protection provided by the Act.

I, _____ allow Health and Safety Management College to give my name, address, telephone number, e-mail address and other contact information to the Superintendent of Private Career Colleges for the purposes checked below:

- To advise me of my rights under the *Private Career Colleges Act, 2005* including my rights to a refund of fees, access to transcripts and a formal student complaint procedure; and
- To determine whether Health and Safety Management College has met the performance objectives required by the Superintendent for its vocational programs.

I understand that I can refuse to sign this consent form and that I can withdraw my consent at any time for future uses of my personal information by writing to 1 Crescent Road, Huntsville ON P1H 1Z6. I understand that if I refuse or withdraw my consent the Superintendent may not be able to contact me to inform me of my rights under the Act or collect information to help potential students make informed decisions about their educational choices.

_____

Signature of Student

Name of Student _____ Date _____

Health and Safety Management College
Student Complaint Policy and Procedure

1. Policy and Principles

1.1. Every effort shall be made to resolve complaints informally and at the level closest to the source of the complaint.

1.2. Every effort shall be made to maintain a respectful and non-adversarial approach to all discussion.

1.3. All parties shall be bound by the requirements of confidentiality as governed by Health and Safety Management College's privacy policy and relevant privacy legislation.

2 Complaint Procedure

- 2.1 If a student believes that there is justification to complain about an unfair College policy, administrative practice or individual behavior, the student should contact Marianne Vogt, (m.vogt@hsmcollege.ca, 605 442-9290).

2.2 Students are encouraged to seek an informal resolution of the complaint by meeting with the individual most directly involved in the complaint.

2.3 If it is not possible to address the complaint as in 2.2 the student shall provide a written and dated copy of the complaint to Marianne Vogt. Such written complaints shall be retained in the student's file for a minimum of three years, along with copies of all related written submissions and decisions, and provided to the student on demand.

2.4 Within one week, Marianne Vogt shall contact the student and offer them an opportunity to discuss the complaint orally, within a one-week window.

2.5 The student making the complaint has a right to have a person present with the student at all stages of the proceedings and to make oral submissions on his or her behalf.

2.6 Concurrently Marianne Vogt may meet with others and review pertinent documentation further to recommending a resolution.

2.7 Within two weeks of receipt of the written complaint, Marianne Vogt shall deliver a decision to the student and the President, in writing, including reasons, and with copies of the original complaint and all related documents as described in section 2.3.

2.8 Should the student wish to have the decision reviewed, he or she may notify the President of Health and Safety Management College (Betty McDonald, 64 Satok Terrace, Toronto, ON M1E 3N5, b.mcdonald@hsmcollege.ca, 416 282-4764, fax 416-282-7187) of this wish, in writing, within one week of receiving the decision.

2.9 Within two weeks of receipt of the request for review, the President shall deliver a decision, in writing, including reasons, and with copies of the original complaint and all related documents as described in section 2.3, to the student.

2.10 If a student is not satisfied with a private career college's resolution of his or her complaint in accordance with the procedure set out above, the student may refer the matter to the Superintendent of Private Career Colleges, and shall include in his or her application to the Superintendent a copy of the record referred to section 2.9 above. The Superintendent may be contacted at:

2.10.1 by email at PCC@ontario.ca

2.10.11 by mail at: 77 Wellesley Street West, P.O. Box 977, Toronto ON M7A 1L3

HEALTH and SAFETY management college

Student Expulsion Policy

HSMC is committed to taking all reasonable steps to ensure that students have the opportunity to successfully complete their programs. We are also committed to ensuring that within this general framework all students are treated fairly and equitably. Students who do not support the academic and ethical goals of the College for themselves and their fellow students may be subject to penalties, up to and including expulsion.

In general, HSMC will attempt to resolve a situation without expulsion. Verbal warning, written warnings and suspension may precede this final and most serious of actions.

Where HSMC deems the integrity, safety or well-being of HSMC, students, staff, clients, visitors or other guests or of their property is in danger, then expulsion may be applied at HSMC's discretion at any point in the process.

The following outlines the conditions under which a student may be expelled with cause:

1. Academic Dishonesty – students may be subject to expulsion at the discretion of HSMC for academic dishonesty. Academic dishonesty is any word, action or deed performed alone, or with others for the direct or indirect intention of providing an unfair advantage or benefit to self or other student(s) including:

    a. cheating
    b. plagiarism
    c. unapproved collaboration
    d. alteration of records
    e. bribery
    f. lying
    g. misrepresentations

2. Outstanding Fees – failure to pay tuition or other fees due to HSMC is considered to be theft, and students who fail to remit outstanding fees may be expelled after written warning has been provided by HSMC and the student fails to comply within the stated parameters.

3. Uncivil Conduct - students may be subject to expulsion at the discretion of HSMC for uncivil conduct which may compromise the self-esteem, human rights, or study conditions of other students. Specific examples of uncivil conduct as defined at HSMC include, but are not limited to the following:

    a. being under the influence of drugs and/or alcohol;
    b. carrying weapons
    c. harassment, on or off campus, or online
    d. bullying, on or off campus, or online
    e. discrimination on the basis of race, citizenship, sexual orientation, ancestry, creed, age, place of origin, sex (including pregnancy), marital status, colour, gender, family status, ethnic origin or disability

Expulsion is mandatory for any student who is deemed by the investigation to have engaged in harassing or discriminatory activities. Students participating in harassing or discriminatory activities are subject to immediate suspension pending investigation. In determining what constitutes harassment or discrimination, HSMC refers to The Ontario Human Rights Code. Students requiring more specific information may refer to the specific code as posted on the Provincial web site.

4. Significant Omissions or Errors in Admissions Documentation – HSMC has a responsibility to ensure students have been admitted in accordance with the registration requirements for the program. Students who knowingly or in error misrepresent their applications are subject to immediate expulsion.

5. Attendance – students who do not achieve the required attendance for the course are subject to expulsion. Ordinarily 100% attendance is required unless by prior arrangement due to exceptional circumstances.

6. Misuse of College Property – College property is for the provision of College services. Students who damage, misuse, steal or otherwise use the property in a way that is prohibited may be expelled and required to make restitution.

7. Endangerment of Staff or Students – HSMC is committed to the right of all College staff, students, clients and visitors to be safe. Students who by action or neglect in any way endanger the safety of themselves or others may be expelled.

   Prior to expulsion, depending on the severity and nature of the situation, HSMC may take intermediate steps at its discretion including:

   a. verbal warning

   b. written warning

   c. suspension

Notification:

Students who are subject to expulsion for any reason will be notified in writing, either hand delivered or by registered mail with return receipt. HSMC is not responsible for non-delivery by registered mail if the student has not provided a valid address where the student currently resides or works.

The notification will contain a description of the basis for expulsion and the effective date. Expelled students who dispute the facts of the expulsion must appeal the decision within three days of the notification following the complaints procedure of HSMC provided to the student and providing sufficient proof to support the complaint.

Students who file an appeal and are unsuccessful will have their enrolment terminated by HSMC. A student who remains unsatisfied may then refer the matter to the Superintendent of Private Career Colleges, who may be contacted:
by e-mail at PCC@ontario.ca **or**
by mail at: 77 Wellesley Street West, P.O. Box 977, Toronto, ON M7A 1L3,
provided the students are attending a program recognized as being protected under the *Private Career Colleges Act* 2005.

Fees:

The enrolment of a student who is expelled by HSMC will be considered terminated on the effective date of the expulsion. HSMC will settle the student's account under the Fee Refund Policy.

Return of Property:

A student who is expelled is responsible for the return of any College property in his/her own possession within 10 days and will be held financially responsible for any property not returned in good condition or as outlined in the student contract. However, HSMC may not deduct from a student's fee refund, as set out in the enrolment contract, any amount owing by the student with respect to such property.

Fee Refund Policy as Prescribed under s. 25 to 33 of O.Reg. 415/06

For vocational programs, the Private Career College Act 2005 requires every private career college to adopt a policy relating to the refund of fees paid by the students to the college. The rules that follow reflect the provisions of the Act, but we try to provide a higher level of service and fairness than the Act requires. For a clearer explanation which in most cases is helpful, please refer to PCCA Fact Sheet #2, Fee Collection and Refunds", published by the Ministry of Training, Colleges and Universities, and available on the Internet at www.tcu.gov.on.ca/pepg/audiences/pcc/superintendent.html, or call us.

Full refunds

25. (1) A private career college shall refund all of the fees paid by a student under a contract for the provision of a vocational program in the following circumstances:

1. The contract is rescinded by a person within two days of receiving a copy of the contract in accordance with section 36 of the Act.

2. The private career college discontinues the vocational program before the student completes the program, subject to subsection (2).

3. The private career college charges or collects the fees,

   i. before the registration was issued for the college under the Act or before the vocational program was approved by the Superintendent, or

   ii. before entering into a contract for the provision of the vocational program with the student, unless the fee is collected under subsection 44 (3).

4. The private career college expels the student from the college in a manner or for reasons that are contrary to the college's expulsion policy.

5. The private career college employs an instructor who is not qualified to teach all or part of the program under section 41.

6. The contract is rendered void under subsection 18 (2) or under section 22.

7. If a private career college fails to, or does not accurately, provide in the itemized list provided to the Superintendent under section 43 a fee item corresponding to a fee paid by a student for the provision of a vocational program, the college shall pay the student,

   i. in the case of an item not provided by the college, the full amount of the fee for the item, and

   ii. in the case of a fee in excess of the amount of the fee provided for the item, the difference between the amount of the fee for the item provided to the Superintendent and the fee collected.

(2) A full refund is not payable in the circumstances described in paragraph 2 of subsection (1) if the discontinuance of the vocational program coincides with the private career college ceasing to operate.

(3) A refund is not payable under paragraphs 1 to 6 of subsection (1) unless the student gives the private career college a written demand for the refund.

(4) A refund under subsection (1) is payable by the private career college within 30 days of the day the student delivers to the college,

(a) in the case of a rescission under section 36 of the Act, notice of the rescission; or

(b) in the case of a refund under paragraphs 2 to 6 of subsection (1), a written demand for the refund.

Partial refund where student does not commence program

26. (1) If a student is admitted to a vocational program, pays fees to the private career college in respect of the program and subsequently does not commence the program, the college shall refund part of the fees paid by the student in following circumstances:

1. The student gives the college notice that he or she is withdrawing from the program before the day the vocational program commences.

2. In the case of a student who is admitted to a vocational program on the condition that the student meet specified admission requirements before the day the program commences, the student fails to meet the requirements before that day.

3. The student does not attend the program during the first 14 days that follow the day the program commenced and the college gives written notice to the student that it is cancelling the contract no later than 45 days after the day the program has commenced.

(2) The amount of a refund under subsection (1) shall be an amount that is equal to the full amount paid by the student for the vocational program, less an amount equal to the lesser of 20 per cent of the full amount of the fee and $500.

(3) A refund under subsection (1) is payable,

(a) in the case of a refund under paragraph 1 of subsection (1), within 30 days of the day the student gives notice of withdrawing from the program;

(b) in the case of a refund under paragraph 2 of subsection (1), within 30 days of the day the vocational program commences; and

(c) in the case of a refund under paragraph 3 of subsection (1), within 45 days of the day the vocational program commences.

(4) For the purposes of paragraph 3 of subsection (1), it is a condition of a contract for the provision of a vocational program that the private career college may cancel the contract within 45 days of the day the vocational program commences if the person who entered the contract with the college fails to attend the program during the 14 days that follow the day the vocational program commences.

(5) A private career college that wishes to cancel a contract in accordance with subsection (4) shall give written notice of the cancellation to the other party to the contract within 45 days of the day the vocational program commences.

Partial refunds: withdrawals and expulsions after program commenced

27. (1) A private career college shall give a student who commences a vocational program a refund of part of the fees paid in respect of the program if, at a time during the program determined under subsection (3),

(a) the student withdraws from the program after the program has commenced; or

(b) the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy.

(2) This section does not apply to vocational programs described in sections 28 and 29.

(3) A private career college shall pay a partial refund under this section only if the withdrawal or expulsion from the vocational program occurs at a time during the program determined in accordance with the following rules:

1. In the case of a vocational program that is less than 12 months in duration, the withdrawal or expulsion occurs during the first half of the program.

2. In the case of a vocational program that is 12 months or more in duration,

i. for the first 12 months in the duration of the program and for every subsequent full 12 months in the program, the withdrawal or expulsion occurs during the first six months of that 12-month period, and

ii. for any period in the duration of the vocational program remaining after the last 12-month period referred to in subparagraph i has elapsed, the withdrawal or expulsion occurs in the first half of the period.

3. If the student withdraws or is expelled from a vocational program within the first half of a period referred to in subsection (3), the amount of the refund that the private career college shall pay the student shall be equal to the full amount of the fees paid in respect of the program less,

(a) an amount that is equal to the lesser of 20 per cent of the full amount of the fees in respect of the program and $500; and

(b) the portion of the fees in respect of the portion of the period that had elapsed at the time of the withdrawal or expulsion.

4. If the student withdraws or is expelled from a vocational program during the second half of a period referred to in subsection (3), the private career college is not required to pay the student any refund in respect of that period.

5. A private career college shall refund the full amount of fees paid in respect of a period that had not yet commenced at the time of the withdrawal or expulsion.

Partial refunds: distance education programs

28. (1) This section applies to a vocational program that is offered by mail, on the internet or by other similar means.

(2) A private career college shall give a student who commences a vocational program referred to in subsection (1) a refund of part of the fees paid in respect of the program if,

(a) the student withdraws from the program or the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy; and

(b) at the time of the withdrawal or expulsion, the student has not submitted to the private career college all examinations that are required in order to complete the program.

(3) The amount of the refund that a private career college shall give a student under subsection (1) shall be determined in accordance with the following rules:

1. Determine the total number of segments in the vocational program for which an evaluation is required.

2. Of the total number of program segments determined under paragraph 1, determine the number of segments in respect of which an evaluation has been returned to the student.

5. The amount of the refund that the private career college shall pay the student shall be equal to the full amount of the fees paid in respect of the program less,

i. an amount that is equal to the lesser of 20 per cent of the full amount of the fees in respect of the program and $500, and

ii. the portion of the fees in respect of the number of segments determined under paragraph 2.

(4) A private career college is not required to give a student any refund if the student, at the time of withdrawal or expulsion, has been evaluated in respect of more than half of the total number of segments in the program.

Partial refunds: non-continuous programs

29. (1) This section applies to a vocational program approved by the Superintendent to be provided through a fixed number of hours of instruction over an indeterminate period of time.

(2) A private career college shall give a student who commences a vocational program referred to in subsection (1) a refund of part of the fees paid in respect of the program if, before completing the required number of hours of instruction,

(a) the student has given the college notice that he or she is withdrawing from the program; or

(b) the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy.

(3) The amount of the refund that a private career college shall give a student under subsection (1) shall be equal to the full amount of the fees paid in respect of the program less,

(a) an amount that is equal to the lesser of 20 per cent of the full amount of the fees in respect of the program and
$500; and

(b) a portion of the fees in respect of the program that is proportional to the number of hours of instruction that have elapsed at the time of the withdrawal or expulsion.

(4) A private career college is not required to give a student any refund if the student, at the time of withdrawal or expulsion, has completed more than half of the required number of hours of instruction in a program.

No retention of refund

30. A private career college shall not retain, by way of deduction or set-off, any refund of fees payable to a student under sections 25 to 29 in order to recover an amount owed by the student in respect of any service or program other than a vocational program offered by the private career college.

Treatment of books and equipment

31. In calculating a refund under sections 25 to 29, a private career college may retain the retail cost of books or equipment that the private career college supplied to the student if the student,

(a) fails to return the books or equipment to the private career college within 10 days of the student's withdrawal or expulsion from the program, or

(b) returns the books or equipment to the private career college within the 10-day period referred to clause (a), but fails to return it unopened or in the same state it was in when supplied.

Refund for international students

32. A notice to a private career college that is provided by or on behalf of an international student or of a prospective international student and that states that the student has not been issued a temporary resident visa as a member of the student class under the Immigration and Refugee Protection Act (Canada) is deemed to be,

(a) notice of a rescission of the contract for the purposes of section 36 of the Act if the notice is given within two days of receiving a copy of the contract; and

(b) notice that the student is withdrawing from the program for the purposes of paragraph 1 of subsection 26 (1) or clause 29 (2) (a) if the notice is received on or before half of the duration of the program has elapsed.

Currency

33. Any refund of fees that a private career college is required to pay under the Act shall be paid in Canadian dollars.

HEALTH and SAFETY management college

Sexual Violence Policy

1. Sexual Violence Policy

a) The Health and Safety Management College is committed to providing its students with an educational environment free from sexual violence and treating its students who report incidents of sexual violence with dignity and respect.

b) The Health and Safety Management College has adopted this Sexual Violence Policy, which defines sexual violence and outlines its training, reporting, investigative and disciplinary responses to complaints of sexual violence made by its students that have occurred on its campus, or at one of its events and involve its students.

c) The person accused of engaging in sexual violence will be referred to as the "Respondent" and the person making the allegation as the "Complainant".

2. Definition of Sexual Violence

Sexual violence means any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

3. Training, Reporting and Responding to Sexual Violence

a) The Health and Safety Management College shall include a copy of the Sexual Violence Policy in every contract made between it and its students, and provide a copy of the Sexual Violence Policy to career college management (corporate directors, controlling shareholders, owners, partners, other persons who manage or direct the career college's affairs, and their agents), instructors, staff, other employees and contractors and train them about the policy and its processes of reporting, investigating and responding to complaints of sexual violence involving its students.

b) The Sexual Violence Policy shall be published on its website.

c) Career college management, instructors, staff, other employees and contractors of Health and Safety Management College will report incidents of or complaints of sexual violence to the President upon becoming aware of them.

d) Students who have been affected by sexual violence or who need information about support services should contact Marianne Vogt at 905 442-9290.

e) Subject to Section 4 below, to the extent it is possible, Health and Safety Management College will attempt to keep all personal information of persons involved in the investigation confidential except in those circumstances where it believes an individual is at imminent risk of self-harm, or of harming another, or there are reasonable grounds to believe that others on its campus or the broader community are at risk.

This will be done by:

i. Ensuring that all complaints/reports and information gathered as a result of the complaint/reports will be only available to those who need to know for purposes of investigation, implementing safety measures and other circumstances that arise from any given case; and

ii. Ensuring that the documentation is kept in a separate file from that of the Complainant/student or the Respondent.

f) Health and Safety Management College recognizes the right of the Complainant not to report an incident of or make a complaint about sexual violence or not request an investigation and not to participate in any investigation that may occur.

g) Notwithstanding (f), in certain circumstances, Health and Safety Management College may be required by law or its internal policies to initiate an internal investigation and/or inform police without the complainant's consent if it believes the safety of members of its campus or the broader community is at risk.

h) **In all cases**, including (f) above, Health and Safety Management College **will appropriately accommodate the needs of its students who are affected by sexual violence**. Students seeking accommodation should contact Marianne Vogt at 905 442-9290.

In this regard, Health and Safety Management College will assist students who have experienced sexual violence in obtaining counselling and medical care, and provide them with information about sexual violence supports and services available in the community as set out in **Appendix 1** attached hereto. **Students are not required to file a formal complaint in order to access supports and services.**

4. Investigating Reports of Sexual Violence

(a) Under this Sexual Violence Policy, any student of Health and Safety Management College may file a report of an incident or a complaint to Marianne Vogt at m.vogt@hsmcollege.ca in writing. The other official that will be involved in the investigation is Drew Hutcheson, Vice President. If one of these people is the respondent, the other will investigate.

(b) Upon receipt of a report of an incident or a complaint of alleged sexual violence being made, Marianne Vogt will respond promptly and:

i. determine whether an investigation should proceed and if the Complainant wishes to participate in an investigation;

ii. determine who should conduct the investigation having regard to the seriousness of the allegation and the parties involved;

iii. determine whether the incident should be referred immediately to the police;

In such cases or where civil proceedings are commenced in respect of allegations of sexual violence, Health and Safety Management College may conduct its own independent investigation and make its own determination in accordance with its own policies and procedures; and

iv. determine what interim measures ought to be put in place pending the investigation process such as removal of the Respondent or seeking alternate methods of providing necessary course studies.

(c) Once an investigation is initiated, the following will occur:

(i) the Complainant and the Respondent will be advised that they may ask another person to be present throughout the investigation;

(ii) interviewing the Complainant to ensure a complete understanding of the allegation and gathering additional information that may not have been included in the written complaint such as the date and time of the incident, the persons involved, the names of any person who witnessed the incident and a complete description of what occurred;

(iii) informing and interviewing the Respondent of the complaint, providing details of the allegations and giving the Respondent an opportunity to respond to those allegations and to provide any witnesses the Respondent feels are essential to the investigation;

(iv) interviewing any person involved or who has, or may have, knowledge of the incident and any identified witnesses;

(v) providing reasonable updates to the Complainant and the Respondent about the status of the investigation; and

(vi) following the investigation, Marianne Vogt will:

A. review all of the evidence collected during the investigation;

B. determine whether sexual violence occurred; and if so

C. determine what disciplinary action, if any, should be taken as set out in Section 5 below.

5. Disciplinary Measures

(a) If it is determined by Health and Safety Management College that the Respondent did engage in sexual violence, immediate disciplinary or corrective action will be taken. This may include:

i. disciplinary action up to and including termination of employment of instructors or staff; or

ii. expulsion of a student; and /or

iii. the placement of certain restrictions on the Respondent's ability to access certain premises or facilities; and/or

iv. any other actions that may be appropriate in the circumstances.

6. Appeal

a. Should the Complainant or the Respondent not agree with the decision resulting from the investigation, he or she may appeal the decision to the President of Health and Safety Management College within 30 days by submitting a letter addressed to Betty J. McDonald, President, Health and Safety Management College, 1 Crescent Road, Huntsville ON P1H 1Z6, or email to b.mcdonald@hsmcollege.ca, advising of the person's intent to appeal the decision.

7. Making False Statements

(a) It is a violation of this Sexual Violence Policy for anyone to knowingly make a false complaint of sexual violence or to provide false information about a complaint.

(b) Individuals who violate this Sexual Violence Policy are subject to disciplinary and / or corrective action up to and including termination of employment of instructors or staff or expulsion of a student.

8. Reprisal

(a) It is a violation of this Sexual Violence Policy to retaliate or threaten to retaliate against a complainant who has brought forward a complaint of sexual violence, provided information related to a complaint, or otherwise been involved in the complaint investigation process.

(b) Individuals who violate the Sexual Violence Policy are subject to disciplinary and /or corrective action, up to and including termination of employment of instructors or staff or expulsion of a student.

9. Review

(a) The Health and Safety Management College shall ensure that student input is considered in the development of its Sexual Violence Policy and every time it is reviewed or amended.

(b) The Health and Safety Management College shall review its Sexual Violence Policy 3 years after it is first implemented and amend it where appropriate. This date is January 1, 2023.

10. Collection of Student Data

(a) The Health and Safety Management College shall collect and be prepared to provide upon request by the Superintendent of Private Career Colleges such data and information as required according to Subsections 32. 3 (8), (9) and (10) of Schedule 5 of the *Private Career Colleges Act*, 2005 as amended.

◯ **I have read and understand the Sexual Violence Policy.**

_____ _____

Name: (Please print) **Name: (Please sign)**

Date:_____/_____/_____

DD MM YEAR