

# MIAMI AD SCHOOL TORONTO

## STUDENT EXPULSION & HARASSMENT POLICY

Students who do not support the academic and ethical goals of Miami Ad School Toronto for themselves and their fellow students may be subject to penalties, up to and including expulsion.

### 1. Miami Ad School Toronto

Miami Ad School Toronto is committed to taking all reasonable steps to ensure:

- 1.1. The students have the opportunity to successfully complete their programs
- 1.2. To ensure that within this general framework that all students are treated fairly and equitably
- 1.3. Will attempt to resolve a situation without expulsion. Prior to expulsion, depending on the severity and nature of the situation, Miami Ad School Toronto may take intermediate steps at its discretion including, but not limited to;
  - 1.3.1. Verbal warning
  - 1.3.2. Written warnings and/or;
  - 1.3.3. Suspension may precede this final act of expulsion
- 1.4. Where Miami Ad School Toronto deems the integrity, safety or well being of Miami Ad School Toronto, students, staff, clients, visitors and other guests is in danger then expulsion may be applied at Miami Ad School Toronto's discretion at any point in the process.
- 1.5. In conjunction with this policy, Miami Ad School Toronto will have to ensure that students receive and are aware of its code of conduct, its Student Policies, and its attendance policy.

### 2. Conditions under which a student may be expelled with cause:

#### 2.1. Academic Dishonesty

Students may be subject to expulsion at the discretion of Miami Ad School Toronto for academic dishonesty.

- 2.1.1. 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:
  - 2.1.1.1. Cheating
  - 2.1.1.2. Plagiarism
  - 2.1.1.3. Unapproved collaboration
  - 2.1.1.4. Alteration of records
  - 2.1.1.5. Bribery
  - 2.1.1.6. Lying
  - 2.1.1.7. Misrepresentations

#### 2.2. Outstanding Fees

Failure to pay tuition or other fees due to Miami Ad School Toronto is considered to be theft, and students who fail to remit outstanding fees may be expelled after;

- 2.2.1. Written warning has been provided by Miami Ad School Toronto and
- 2.2.2. The student fails to comply within the stated parameters

#### 2.3. Code of Conduct

All students are required to adhere to Miami Ad School Toronto's published code of conduct. Where the violations do not have the potential to result in physical harm to persons or property Miami Ad School Toronto may expel a student who has received suspension for failure to comply and has since violated any of the terms of Miami Ad School Toronto's code of conduct. Students who are found under the influence of drugs and/or alcohol or carrying weapons will be subject to immediate expulsion.

#### 2.4. Significant Omissions or Errors in Admissions Documentation

Miami Ad School Toronto 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.

#### 2.5. Academic Failure

Students who fail to achieve the required academic standing in their programs may be expelled from the program. Miami Ad School Toronto may at its discretion offer alternatives to a student and these are outlined in the academic policies for the program of study. Students are unable to take a third attempt at a course and will be withdrawn from the program,

unless extenuating circumstances are proven by the student through documentation and approved by the Director.

### 2.6. Attendance

Students who do not achieve the required attendance as stated in Miami Ad School Toronto's Student Handbook are subject to expulsion.

- 2.6.1. Poor attendance will not be tolerated.
- 2.6.2. Students who are habitually absent, come late, or leave early will be terminated from the school.
- 2.6.3. Any student arriving after attendance has been taken will be considered late and will be marked absent unless the instructor considers the reason for tardiness to be legitimate.
- 2.6.3. More than two unexcused absences in one class will result in the student failing the class and they will need to repeat and pay for an additional class in the next quarter.
- 2.6.4. Students who receive a failing grade in a class for attendance, behavior or any other reason, will also be placed on Academic Probation and
- 2.6.5. Will no longer be allowed to participate in the school's internship program.

### 2.7. Harassment or Discrimination

In determining what constitutes harassment or discrimination, Miami Ad School Toronto 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.

2.7.1. Miami Ad School Toronto does not condone harassment or discrimination of any student, staff, client or visitor to Miami Ad School Toronto. Students participating in harassing or discriminatory activities are subject to immediate suspension pending investigation. Expulsion is mandatory for any student who is deemed by the investigation to have engaged in harassing or discriminatory activities.

2.7.2. To provide an environment that supports Miami Ad School Toronto's members our policy constitutes the following:

2.7.2.1. Behaviour from members of the school community that constitutes harassment or discrimination on any of the prohibited grounds as set out in the Ontario Human Rights Code shall not be tolerated.

2.7.2.2. Individuals who believe they have been harassed or discriminated against shall have the right to complain and receive due process under this Policy.

2.7.2.3. Complaints of harassment and discrimination should be directed to the Director.

2.7.2.3.1. However, it is recognized that some individuals may wish to complain initially to their supervisor or, in the case of students, to a staff or faculty member.

2.7.2.3.2. The supervisor, staff, or faculty member shall maintain confidentiality and encourage the complainant to talk with the Director or President.

2.7.2.3.3. It is also the responsibility of the supervisor, staff or faculty member to notify the Director immediately of the nature of the complaint without naming the complainant and the alleged respondent and

2.7.2.3.4. To consult with the Director about any necessary action or documentation.

2.7.3. The scope of harassment and discrimination shall extend to include the poisoned environment and appropriate concerns of a systemic nature.

2.7.4. Each member of Miami Ad School Toronto's community is responsible for helping to create an environment that is free from harassment and discrimination. All supervisors, both academic and staff, shall seek to create an environment free of harassment and discrimination within their area of responsibility. Supervisors will not condone or ignore activities within their areas of responsibility that violate the rights of students, faculty or staff. Supervisors are expected to make those for whom they have responsibility aware that any form of harassment and discrimination is prohibited; and to ensure that any complaints will be attended to promptly and effectively.

2.7.5. Harassment and discrimination are serious offenses and individuals found to have perpetrated such offenses may be required to attend training or be subject to disciplinary action ranging from a verbal apology to dismissal or expulsion.

More information under the Expulsion Policy.

2.7.6. Each member of Miami Ad School Toronto shall be made aware of this Policy and his/her rights and obligations under the Policy.

2.7.7. Individuals who are party to a complaint shall be entitled to confidentiality subject to the conditions of the complaints procedures. Miami Ad School Toronto personnel having access to information relating to a complaint of harassment and/or discrimination must hold such information in confidence. However, Miami Ad School Toronto personnel shall act and, if necessary, break confidentiality in cases that involve imminent danger, when an institutional response is warranted or when otherwise required by law.

2.7.8. The Director shall maintain records of informal complaints for the purpose of statistical reporting. Such records shall not identify the alleged respondent(s). The Director shall compile a single, complete file on a formal complaint and shall maintain this file for seven (7) years. All records of the complaint placed in any other file for disciplinary purposes shall be in accordance with Miami Ad School Toronto's policies, practices and respective collective agreements.

2.7.9. Complaints will be dealt with expediently, fairly and effectively.

2.7.10. When appropriate, an individual will be advised of options to pursue a complaint through an informal resolution process. However, this does not preclude an individual's right to proceed directly to a formal complaint.

2.7.11. During formal investigation or a complaint, the Director or Admissions Director shall not be called as a witness related to information released to her/ him through her/his duties under this policy.

2.7.12. A third party who has been engaged in facilitation under the informal process, under this policy shall not be called as a witness in any subsequent formal investigation nor be required to produce notes taken at a facilitation process.

2.7.13. Vexatious complaints are not condoned and individuals creating such complaints may be subject to disciplinary action.

2.7.14. A reprisal or threat of reprisal against a complainant or against a person involved in the complaint process, whether the complaint is substantiated or not, may result in disciplinary action.

2.7.15. Visitors to Miami Ad School Toronto or contractors engaged by the school will be expected to adhere to this Policy

2.7.16. A person's right to equal treatment without discrimination is not infringed by the establishment of a special program. Miami Ad School Toronto may implement a special program to relieve hardship or economic disadvantage, assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity, and/or to contribute to the elimination of discrimination prohibited by the Ontario Human Rights Code.

## **2.8. Misuse of College Property**

Miami Ad School Toronto 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.

## **2.9. Endangerment of Staff or Students**

Miami Ad School Toronto 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.

## **3. Notification of Expulsion**

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

3.2. 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 Miami Ad School Toronto provided to the student and providing sufficient proof to support the complaint.

3.3. Students who file an appeal and are unsuccessful are considered withdrawn from Miami Ad School Toronto. Further appeals must be filed through the Complaints process of the Ministry of Training, Colleges and Universities, provided the students are attending a registered program recognized as being protected under the Private Career Colleges Act 2005.

## **4. Fees Owed**

4.1. A student who is expelled by Miami Ad School Toronto will be considered withdrawn from their program on the effective date of the expulsion.

4.2. Miami Ad School Toronto will officially withdraw the student and settlement of the student's account will be completed under Miami Ad School Toronto's Fee Refund Policy.

## **5. Return of Property**

5.1. A student who is expelled is responsible for the return of any Miami Ad School Toronto 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.

5.2. However, Miami Ad School Toronto 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.

### **Please Note:**

While course content is subject to change, no additional costs will be passed on to the student. Course schedules may change, due to faculty commitments outside of school. As a professional school we require our students to demonstrate a mature and serious approach to their education. Students who are habitually absent or late, who show immature behavior or disrespect for faculty, classmates or property will be terminated from the school. Nonpayment of costs, and insufficient progress are also grounds for termination.

### **SATISFACTORY ACADEMIC PROGRESS**

If a student fails a class, they will be required to repeat and pay for the class as a 5th class in the next quarter. If a student fails more than one class in a single quarter, they will not be able to make up those credits with a 5th class, so they will be required to stay a 9th quarter. While a student is on academic probation, he/she must achieve a passing grade of C in all classes; a B average is necessary for the possibility of an Agency Lab. Any additional failures in any additional quarter will result in termination from the program.

## **SEXUAL VIOLENCE & SEXUAL HARASSMENT POLICY**

### **1. Policy Application**

The Policy applies to all career college students of Miami Ad School Toronto.

### **2. The Scope**

The Policy applies to complaints of sexual violence that have occurred on Miami Ad School Toronto's campus or at a one of our events and involve our students.

### **3. Purpose and Intent**

All of Miami Ad School Toronto's students have a right to study in an environment free of sexual violence. This document sets out our policy on sexual violence involving our students, defines the prohibited behaviors, and outlines our investigative processes for sexual violence.

### **4. Policy Objectives**

Miami Ad School Toronto is committed to providing our students with an educational environment free from sexual violence and treating those students who report incidents of sexual violence with dignity and respect. To that end Miami Ad School Toronto will provide a copy of the policy to our students, and educate them together with our career college management, employees and contractors about this Policy and how to identify situations that involve, or could progress into sexual violence against our students and how to reduce it. Where a complaint has been made, under this Policy, of sexual violence Miami Ad School Toronto will take all reasonable steps to investigate it, including as follows:

- (a) providing on-campus investigation procedures to students for sexual violence complaints;
- (b) responding promptly to any complaint and providing reasonable updates to the complainant and the respondent about the status of the investigation;
- (c) assisting students who have experienced sexual violence in obtaining counselling and medical care;
- (d) providing students who have experienced sexual violence with appropriate academic and other accommodation; and
- (e) providing students who have experienced sexual violence with information about reporting options as set out in Section 13.

### **5. Definition of Sexual Violence**

This Policy prohibits sexual violence which 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.

## 6. Reporting and Responding to Sexual Violence

Students, faculty and staff of Miami Ad School Toronto will take all reasonable steps to prevent sexual violence involving our students on our career college campus or events by reporting immediately to the Admissions Office if our students have been subject to, or they have witnessed or have knowledge of sexual violence involving our students, or have reason to believe that sexual violence has occurred or may occur which involves our students. Subject to paragraph 7 below, to the extent it is possible, Miami Ad School Toronto will attempt to keep all information disclosed confidential except in those circumstances 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 our campus or the broader community are at risk.

Miami Ad School Toronto recognizes the right of the complainant to determine how her or his complaint will be dealt with. However, in certain circumstances, Miami Ad School Toronto 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. A complainant seeking accommodation should contact Miami Ad School's admissions rep.

## 7. Investigating Reports of Sexual Violence

A complaint of sexual violence may be filed under this Policy, by any student of our career college, to the Admissions Office in writing. A complainant may ask another person to be present during the investigation. Upon a complaint of alleged sexual violence being made Miami Ad School Toronto will initiate an investigation, including as follows:

- (a) determining whether the incident should be referred immediately to police;
- (b) determining what interim measures, if any, need to be taken during the investigation;
- (c) meeting with the complainant to determine 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;
- (d) interviewing the complainant, any person involved in the incident and any identified witnesses;
- (e) interviewing any other person who may have knowledge of incidents related to the complaint or any other similar incidents;
- (f) informing the respondent of the complaint, providing details of the allegations and giving the respondent an opportunity to respond to those allegations;
- (g) providing reasonable updates to the complainant and the respondent about the status of the investigation; and
- (h) determining what disciplinary action, if any, should be taken.

## 8. Disciplinary Measures

If it is determined by Miami Ad School Toronto that a student of our career college has been involved in sexual violence, immediate disciplinary or corrective action will be taken up to and including termination of employment of instructors or staff or expulsion of a student. In cases where criminal proceedings are initiated, Miami Ad School Toronto will assist police agencies, lawyers, insurance companies, and courts to the fullest extent. Where criminal and/or civil proceedings are commenced in respect of allegations of sexual violence Miami Ad School Toronto may conduct its own independent investigation and make its own determination in accordance with its own policies and procedures.

## 9. Making False Statements

It is a violation of this Policy for anyone to knowingly make a false complaint of sexual violence or to provide false information about a complaint. Individuals who violate this 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.

## 10. Reprisal

It is a violation of this 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.

## 11. Review

This policy will be reviewed 3 years after it is first implemented.

## 12. Collection of Student Data

Miami Ad School Toronto 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.

## 13. Resources

Toronto, Oasis Centre des Femmes, 416-591-6565  
services@oasisfemmes.org  
http://oasisfemmes.org/

Toronto Rape Crisis Centre: Multicultural Women Against Rape  
Crisis: 416-597-8808  
Office: 416-597-1171  
info@trccmwar.ca  
crisis@trccmwar.ca  
www.trccmwar.ca

## STUDENT COMPLAINT PROCEDURE

General Guidelines:

1. Records of Complaints will be maintained at the location where they originated for a period of at least three years.

Complaint Procedure:

2. The student will request a meeting with the Instructor responsible for the course to discuss the complaint verbally.
  - 2.1. If not resolved at this level, the student will proceed to Step 3.
3. The student will submit a completed written complaint to the Administrator, using the following contact information:
  - 3.1 Miami Ad School Toronto  
Officer- Muneet Dhaliwal  
Muneet@miamiadsschool.com  
Mail: 639 Queen St W, Suite 300, Toronto ON, M5V 2B7
4. The Administrator will arrange a meeting with the student within 7 days of receipt of the written complaint.
5. The student will have an opportunity to make an oral presentation of the complaint at this meeting and to have another person present or another person make the oral presentation on his/her behalf. This meeting discussion will be minuted.
6. The Administrator will provide a written response to the student, outlining the discussion and any proposed and/or agreed upon solution(s) within 7 days of the meeting. This response will include a decision statement, together with the reasons on which the decision is based and minutes of meetings held.
  - 6.1 If not resolved at this level, the student will proceed to Step 7.
7. The student will submit a completed written complaint to the Director, using the contact information:
  - 7.1 Miami Ad School Toronto  
Director- Aman Gulati  
Aman@miamiadsschool.com  
Mail: 639 Queen St W, Suite 300, Toronto ON, M5V 2B7
8. The Director will arrange a meeting with the student within 7 days of receipt of the written complaint (which should include the Administrator's response with recommended solutions and the student's objections or comments regarding these solutions.)
9. The student will have an opportunity to make an oral presentation of the complaint at this meeting and to have another person present or another person make the oral presentation on his/her behalf. This meeting will be minuted.
10. The Director will provide a written response to the student, outlining the discussion and any proposed and/or agreed upon solution(s) within 7 days of the meeting. This response will include a decision statement, together with the reasons on which the decision is based and minutes of meetings held.
11. If not resolved at this level, the student may submit a student complaint to the:  
Superintendent of Private Career Colleges  
Ministry of Training, Colleges and Universities  
77 Wellesley Street West, Box 977  
Toronto, Ontario M7A 1N3  
A student complaint form for submission to the Superintendent can be found at : [www.forms.ssb.gov.on.ca](http://www.forms.ssb.gov.on.ca)

## FEE REFUND POLICY

AS PRESCRIBED UNDER S.25 TO 33 OF O. REG 415/06:

### Full refunds

25. (1) Miami Ad School Toronto 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. Miami Ad School Toronto discontinues the vocational program before the student completes the program, subject to subsection (2)

3. Miami Ad School Toronto 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. Miami Ad School Toronto expels the student from the college in a manner or for reasons that are contrary to the college's expulsion policy.

5. Miami Ad School Toronto 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 Miami Ad School Toronto 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 Miami Ad School Toronto 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 Miami Ad School Toronto in respect of the program and subsequently does not commence the program, Miami Ad School Toronto shall refund part of the fees paid by the student in the 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) If Miami Ad School Toronto 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) Miami Ad School Toronto 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 Miami Ad School Toronto's expulsion policy.

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

(3) Miami Ad School Toronto 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.

(4) 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 Miami Ad School Toronto 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.

(5) If the student withdraws or is expelled from a vocational program during the second half of a period referred to in subsection (3), Miami Ad School Toronto is not required to pay the student any refund in respect of that period.

(6) Miami Ad School Toronto 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) Miami Ad School Toronto 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 Miami Ad School Toronto's expulsion policy; and

(b) at the time of the withdrawal or expulsion, the student has not submitted to Miami Ad School Toronto all examinations that are required in order to complete the program.

(3) The amount of the refund that Miami Ad School Toronto 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.

3. The amount of the refund that Miami Ad School Toronto 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) Miami Ad School Toronto 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.

### **No retention of refund**

29. Miami Ad School Toronto 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 Miami Ad School Toronto.

### **Treatment of books and equipment**

30. In calculating a refund under sections 25 to 29, Miami Ad School Toronto 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 Miami Ad School Toronto within 10 days of the student's withdrawal or expulsion from the program, or
- (b) returns the books or equipment to Miami Ad School Toronto 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**

31. A notice to Miami Ad School Toronto 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**

32. Any refund of fees that Miami Ad School Toronto is required to pay shall be paid in Canadian dollars.

## **QUARTER AWAY DISCLAIMER**

Miami Ad School Toronto offers students the opportunity to take the 'Quarter Away' portion of the program. Every Miami Ad School student has the opportunity to go on a journey. An odyssey of learning that is the very core of the experience that makes Miami Ad School students the most awarded in the world. It's because the students are exposed to the very latest in global pop culture, all the crazy trends, fads and fetishes - the underground below the underground. They've had tough mentors from the best ad agencies in the world who told them what was wrong with their work and how to make it better. The students use all these experiences to create razor-sharp, really cool stuff.

Whether it's Berlin, New York, Toronto, San Francisco, Hamburg, Madrid, São Paulo, Istanbul, Mexico City, Sydney, Mumbai, Rio de Janeiro, Buenos Aires or, of course, Miami—it's always Miami Ad School. The curriculum, the faculty of working industry professionals, the spirited students and the demanding creative standards can always be counted on. However, each location does bring it's own special flavor to the mix. You've got to ask yourself, "Where do I want to begin?" And, after completing your first year, "Where will I go next?"

This Disclaimer is made and entered into by the date signed at the end of this agreement, by and between Miami Ad School Toronto having its principal place of business at 639 Queen St W, Toronto ON M5V 2B7, and \_\_\_\_\_ ("the Student"). The cities in which the Student may travel to for this program are herein referred to as "hosting franchises" and the HQ locations are referred to as "Miami Ad School HQ". As of March 2016 the hosting franchises are;

Miami (HQ), New York (HQ), San Francisco (HQ), Atlanta (HQ), Madrid, Hamburg, Istanbul, Mumbai, Buenos Aires, Mexico City, Sydney, Rio de Janeiro, Lima, Sao Paulo

**Purpose;** The purpose of this notice is to ensure that all parties are fully aware of the Quarter Away portion of the program with respect to handling of tuition, living abroad, quality of education, student rights and responsibilities.

Students have the option of receiving a portion of their 2nd year curriculum (Quarters 5, 6 and 7 of the 8 quarter program) in hosting franchises or in advertising agencies outside of Ontario, this portion of the program is referred to as "Quarter Away". This program is not mandatory, but optional, if the Student decides they would like to spend the entire 8 quarters at Miami Ad School Toronto, they will receive the same curriculum. In the case that the student decides to take this portion of the program, please be informed that;

### **Housing**

None of the hosting franchises have dormitory facilities under its control. For housing and area information for the school you would like to attend, please contact the admissions advisor for that hosting franchise, your admissions director from Miami Ad School Toronto will get you in touch. There are available housing options located reasonably near most institution's facilities and once you decide which hosting franchise you would like to attend we can connect you with the admissions representative. Miami Ad School Toronto or hosting franchises have no responsibility to find or assist a student in finding housing but does assist in the following ways;

- a. Connect you to local students that may be subletting as they are moving from a Quarter Away
- b. Recommend to you the best neighborhoods to live in as well as the ones to avoid for safety

### **Visa Requirements**

Before choosing your Quarter Away portion of the program, please contact your Miami Ad School Toronto Admissions Director and he/she will give you a list of documents to obtain for student travel or study to that particular country. You are responsible for preparing well in advance of the Quarter Away portion of the program to ensure that all required travel documents are ready for the start of the quarter.

### **Tuition**

Only Miami Ad School Toronto will collect tuition from the Student. The hosting franchise will not collect any amount from the student during the Quarter Away portion of the program. Please be informed that you as the student of Miami Ad School Toronto are not obligated to pay any amount of fees to the hosting franchises. The payment plan which was a part of the enrolment contract is in effect while you are attending the Quarter Away portion of the program. If you are spending consecutive quarters away between quarter 5-7 at a hosting franchise, you are responsible for the form of payment to Miami Ad School Toronto whether it is a mailed cheque, online payment or pre-approved bank draft in Canadian dollars.

### **Instructor Qualification**

Miami Ad School Toronto is regulated under the *PCCA 2005* to have minimum instructor qualifications. During Quarters 5-7 of the Quarters Away portion of the program, the Instructors will meet the work experience criteria set forth under s. 41(1) and, if applicable, the educational experience criteria under s. 41(2) of Ontario Regulation 415/06. This condition applies, regardless of whether the hosting franchise is in a direct employment relationship with such instructors. The minimum Instructor qualifications are as follows;

- Scenario 1: Hold a Bachelor degree or College diploma and 24 months occupational experience in the vocation to be taught
- Scenario 2: Have 36 months of teaching experience in the vocation for which instruction is given, and 24 months occupational experience in the vocation to be taught
- Scenario 3: Have 48 months of occupational experience in the vocation for which instruction is given

### **Travelling Costs**

Travel expenses are to be incurred by the Student. As such this portion of the program is not mandatory and may be completed at Miami Ad School Toronto. If the Student takes on this program they are fully responsible for travelling to and from the hosting franchise of Miami Ad School.

**Travel Insurance**

Miami Ad School Toronto does not provide travel insurance but recommends it for all students. The providers will use a few pieces of personal information, other than the cost of your trip, to calculate the cost of a plan. Factors such as age of the traveler, length of travel, type of coverage and reason for travel. Miami Ad School Toronto does not provide legal counsel on the type of insurance to obtain for maximum benefit. Please speak to a professional insurance broker and connect with your Admissions Director for any assistance.

**Student Files**

Student files will be retained at Miami Ad School Toronto regardless of whether the Student opts to participate in the Quarter Away portion of the program. These files include, but are not limited to;

- a. Student vocational contracts
- b. Student transcripts
- c. Student Complaint Procedure
- d. Record of any academic evaluations
- e. Copies of withdrawal or expulsion letters
- f. Refund cheques issued
- g. Receipts of fee payments issued
- h. Training Completion plan

**General Liability Insurance**

Miami Ad School Toronto has sufficient general liability insurance to ensure that as a private career college our students are insured and that the insurance coverage is sufficient to protect the college, and save harmless any of its officers, employees, agents, students and any volunteers, in the case of claims made in respect of accidents that occur or personal injuries that are suffered by students while attending the college, including accidents that occur off-campus, such as at partnering agencies or hosting franchises. The insurance policy was created specifically for Miami Ad School Toronto and is in place indefinitely during operations.

**Complaint Procedure**

Miami Ad School Toronto will honor the Complaint Procedure that is in place at Miami Ad School Toronto in accordance with the *PCCA, 2005*. Please refer to the document in your student enrolment contract package, "Student Complaint Procedure". Records of Complaints will be maintained at the Miami Ad School Toronto no matter where they originated for a period of at least three years.

**Midpoint Evaluations**

All hosting franchises have the similar assessment structure of Miami Ad School Toronto which is being given a project one week and being critiqued the following week. As such, by the midpoint of the course students should have atleast 1 evaluation of their performance in the course in order to make an informed decision on the continuation of their studies.

**Miami Ad School Toronto Closure**

In the event that Miami Ad School Toronto ceases operations all students will have the legal right to continue their education at any of the Miami Ad School HQ locations (Miami, New York City, San Francisco or Atlanta) from which point they left off and at the agreed upon tuition when the vocational student contract was signed. In this case the students must re-contract with Miami Ad School HQ and the credential awarded to the student will be issued by Miami Ad School HQ.

**Ministry of Advanced Education and Skills Development**

Any curriculum instruction outside of Ontario is not necessarily regulated by the Superintendent of Private Career Colleges. As a registered private career college, Miami Ad School Toronto is subject to the Private Career Colleges Act, 2005 and its Regulations. The Student should not expect to be protected by this legislative scheme should they choose to spend Quarters 5-7 of their 2nd year outside Ontario. Also be informed that at the time of signing the vocational student contract, the student must also sign the Consent to Use of Personal Information which is for the specific

purpose of handing over student information to the Superintendent of the Ministry of Advanced Education and Skills Development. All student transcripts will be kept in an off-site facility.

I understand these policies and will adhere at my time at Miami Ad School Toronto.

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's policies below have been clearly explained to me.

- Expulsion & Harassment Policy
- Sexual Violence & Sexual Harassment Policy
- Complaint Procedure
- Fee Refund Policy
- Statement of Student Rights & Responsibilities
- Quarter Away Disclaimer

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date (MM/DD/YYYY)

**FOR OFFICE USE ONLY**

\_\_\_\_\_  
Student Number

\_\_\_\_\_  
Program

NOTES: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized School Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)