



## Enrolment Application and Vocational Student Contract (Online Programs)

**This Enrolment Contract is subject to the *Private Career Colleges Act, 2005* and the regulations made under the Act.**

1. **Completion of Form.** This form must be completed in full. Incomplete applications may not be considered.
2. **AAPS is a Registered Private Career College.** In this agreement "AAPS" means Academy of Applied Pharmaceutical Sciences. The business carried on by AAPS primarily involves private career college (i.e. private, post-secondary) training in relation to approved programs in accordance with the *Private Career Colleges Act, 2005* and related Regulations;
3. **Currency.** Unless otherwise indicated, all dollar amounts referred to in this agreement are in lawful money of Canada.
4. **Schedules.** The Schedules which are attached to this agreement are incorporated into this agreement by reference and are deemed to be part hereof.
5. **Headings and Numbering** Headings and Numbering are included for ease of reference only and shall not affect the construction or interpretation of this agreement.
6. **Privacy Policies.** AAPS has written privacy policies in accordance with Privacy Laws ("Privacy Policies") and the College is in compliance with such Privacy Policies. More specifically, AAPS conforms to the *Private Career Colleges Act, 2005* and related Regulations, as well as the *Personal Information Protection and Electronic Documents Act (Canada)*. The Chief Privacy Officer for AAPS is Laleh Bighash, and our Privacy Policy is posted on our website and available upon request.
7. **Good Faith.** Students represent and warrant that they are entering into this agreement in good faith, and that they shall at all times abide by the policies and procedures of the school.
8. **Entire Agreement.** **Subject only to the provisions of the *Private Career Colleges Act, 2005*, and Regulations made pursuant thereto, this Agreement, Rider to the Agreement, and any Schedules referred to herein constitute the entire agreement between AAPS and the Student, and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject-matter hereof. Furthermore, AAPS shall not be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements and understandings not specifically set forth in this agreement or in the Schedules.**
9. **Amendments must be in writing.** No modification or amendment to this agreement may be made unless agreed to by the Student and AAPS, in writing, or pursuant to the provisions of the *Private Career Colleges Act, 2005* and related Regulations.
10. **Application Information.** I am hereby completing the following information in support of my Application for Enrolment. I understand that my Application will be considered incomplete without the information requested below:

**Academy of Applied Pharmaceutical Sciences (AAPS) Inc.**



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**Personal Information:**

Mr.  Mrs.  Ms.  Dr.

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Company: *(if applicable)* \_\_\_\_\_

Address: \_\_\_\_\_  
*(Street) (Unit or Apartment #)*

City: \_\_\_\_\_ Province: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_  
*(Home) (Work) (Cell)*

E-mail: \_\_\_\_\_

Date of Birth: YYYY/MM/DD

**Emergency Contact Information:**

Mr.  Mrs.  Ms.  Dr.

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_  
*(Street) (Unit or Apartment #)*

City: \_\_\_\_\_ Province: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_  
*(Home) (Work) (Cell)*

Relationship: \_\_\_\_\_



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**Educational History:**

Institution Name, City and Country (Please attach separate sheet if necessary)	Attendance		Major Area of Study	Qualification (Degree, Diploma, etc.)
	From	To		

**Work Experience and Career Goals:**

Please outline in more detail, your work experiences and career goal(s):





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**11. Registration. Register Early** in order to ensure quality delivery and effective learning outcomes. AAPS classrooms have limited seating. Early registration is highly recommended to ensure that you can take the program/s of your choice. The applicant can register by mail, by fax or by applying in person at the AAPS campus. **For further information regarding the application process, please call: (416) 502-2277 and our representatives will be glad to answer all your questions.**

**12. Fees.** It is understood that fees for each program taken is payable in advance in and all such payments shall become due forthwith upon a statement of accounting being rendered. Payment/s may be made either by VISA, MasterCard, debit card, money order or cheque made payable to the “**Academy of Applied Pharmaceutical Sciences**”.

**13. Admission Requirements.**

- Minimum B.Sc. *All AAPS Programs Diploma Programs (except for programs listed below)*
- Minimum High School Diploma.

*Food Technology, Safety and Quality | Food Service Worker | Cannabis – Operations / Management, Quality & Edibles*

**Please note that a copy of the academic credential must be submitted along with this application.**

**14. Cancellation & Fee Refund Policy:** AAPS reserves the right to cancel when sufficient enrollment is not met. Applicants affected by cancelled classes may elect to transfer their Application to the next scheduled session or receive a full refund for the canceled sessions. It is understood that fees are payable in accordance with the fees specified in this Enrolment Contract and all payments of fees shall become due forthwith upon a statement of accounting being rendered. AAPS reserves the right to cancel this Enrolment Contract if the undersigned student does not attend classes during the first 14 days of the program begins. **For information regarding cancellation of this Enrolment Contract and refunds of fees paid, see section 25 to 33 of O. Reg. 414/06 made under the *Private Career Colleges Act, 2005* (appended as Schedule A hereto).**

**15. No Guarantee of Employment. Note to the program applicants: AAPS, does not guarantee employment for any student who successfully completes a vocational program offered by AAPS.**

**16. Date Deemed Received by the Student.** Any such notice or other communication sent by AAPS shall be deemed to have been given and received on the day on which it was delivered or transmitted to the contact person enumerated above in paragraph 17 (or, if such day is not a Business Day, on the next following Business Day) in the case of e-mail. If mailed, such notice or other communication shall be deemed to have been given by AAPS on the third Business Day following the date of mailing to the Student's last known address. Either the Student or AAPS may at any time change its address for service of hard copy or electronic documents by giving notice to the other parties in writing.



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17. **Withholding Credentials.** Where full consideration has not been paid by the Student, AAPS may withhold or revoke Credentials.
18. **Credit Reporting.** Aside from any other remedy open to AAPS for non-payment of fees (such as pursuing a civil claim for recovery against the Student and/or withholding of accreditation), AAPS may report Students to a licensed Credit Bureau for non-payment and/or delinquency of fee payments.
19. **Interest Rate on delinquency.** Overdue accounts shall be charged out to Students at a rate of 1.5% per month or 19.56% per annum, and interest will be compounded daily.
20. **Classroom Hours and Practical Instruction Hours.** The number of class and "practical" instructional hours to be taught in each program is as approved by the Superintendent of Private Career Colleges.
21. **Waiver, Amendment.** Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby, and subject to the provisions of the *Private Career Colleges Act, 2005*, and any other governing legislation. **Exception: Minor or "de minimus" amendments to this Agreement which do not offend the spirit and letter of the *Private Career Colleges Act, 2005*, may be made by AAPS without further Notice to you, and you agree to same.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
22. **Assignment.** Subject to the provisions of the *Private Career Colleges Act, 2005*, the Student may not assign any of its rights or obligations under this Agreement under any circumstances.
23. **Notice.** Subject to the provisions of the *Private Career Colleges Act, 2005* and the Regulations made pursuant thereto, any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by facsimile or similar means of recorded electronic communication (including e-mail) or sent by registered mail, charges prepaid, addressed as follows:
  - (a) if to AAPS to:

Ms. Laleh Bighash  
200 Consumers Road, Suite 200  
Toronto, Ontario M2J 4R4
  - (b) if to the Student:

To the Student's confidential e-mail address at \_\_\_\_\_ or to the



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Student's home address at:

\_\_\_\_\_  
\_\_\_\_\_.

- 24. **Dispute Resolution:** Subject to the provisions of the *Private Career Colleges Act, 2005*, O.Reg. 415/06 and any other governing legislation, the student agrees as a condition of enrolment to make every attempt to resolve any dispute whatsoever that he/she may have with AAPS.
- 25. **Student Complaint Procedure:** All complaints shall be made in writing pursuant to the Student Complaint Resolution Procedure established by AAPS in accordance with section 36 of Ontario Regulation 415/06 under the Private Career Colleges Act, 2005, a copy of which is attached to this contract as Schedule [ ]
- 26. **Binding Arbitration.** Any dispute between the student and AAPS which cannot be resolved *and* whereby the Superintendent either has no jurisdiction or has chosen to forbear from regulating on the issue in question, is subject to binding Arbitration pursuant to the *Arbitrations Act* (Ontario). In such case, the student and AAPS shall mutually choose an arbitrator, or if one cannot be agreed to, the parties shall defer to the referral choice of the Ontario Bar Association. The student and AAPS shall split the cost of the Arbitrator, unless and until the Arbitrator shall order otherwise. The Arbitrator's decision shall be **final**.
- 27. **Applicable Fees and Payment Schedule.** The following is an itemized breakdown of fees and payment schedule. The undersigned student hereby undertakes and agrees to pay the fees indicated enumerated below, as an ongoing condition of Enrolment. Failure to do so may result in expulsion or discontinuance.

Tuition fee	\$ _____	Book fees	\$ _____
Compulsory fees (Itemized)	\$ _____	Field Trips	\$ _____
Uniform & equipment fees	\$ _____	Professional Exam fees	\$ _____
Expendable supplies	\$ _____	International fees	\$ _____
Optional fees	\$ _____	<b>Total fees CAN</b>	<b>\$ _____</b>

- 28. **Hardware and Software Requirements:** The students are required to use their own personal computers/laptops to access the course modules. The courses will be available via online learning moodle platform. The software requirements include the following:

**Operating System:** Windows 7 or higher | Mac OS: Sierra  
**Web Browser:** Internet Explorer 8 or higher or Mozilla Firefox v.3 or above  
**Internet Speed:** Use of a high speed internet.



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**Software:** Microsoft Office (MS Word, MS Excel) and Adobe Acrobat Reader, Adobe Flash Player (compatible with the web browser).

29. **Technical Support:** Students can contact technical support at [info@aaps.ca](mailto:info@aaps.ca) or 416-502-2277 from Mondays to Fridays from 9:00AM to 5:00PM (except statutory holidays) if they are experiencing any technical difficulties or are unable to access any course. The response time for email inquiries is 24 hours.
30. **Medium of Instruction:** The medium of instruction is distance education for online learning and students will be assigned an instructor if they require any help with theory or any concept. The quizzes, assignments or exams will be online / via email and the students will be notified regarding the time allotted for the exam prior to the exam.
31. **Consideration for Program.** In consideration of the payment of fees as mentioned above, AAPS agrees to supply the program of instruction to the applicant upon the terms herein mentioned. Students agree to abide by all terms and conditions of this Agreement, including the appended Rider and Schedules, as an ongoing condition of enrolment.
32. **Cancellation of Application.** AAPS may cancel the application if the above named student does not meet AAPS' entrance standards i.e. admission requirements and prerequisites before the program begins, in which case any Application Fee shall be **non-refundable**.





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**33. Acknowledgement by Student. I declare that**

*By signing this document you acknowledge that you have received the followings.*

<input type="checkbox"/>	I have read and understood the terms and conditions of this Application.
<input type="checkbox"/>	<b>I am eligible to receive a copy of this signed Student Contract</b>
<b>I have received a copy of:</b>	
<input type="checkbox"/>	The Consent to Use of Personal Information attached as Schedule A
<input type="checkbox"/>	AAPS' Fee Refund Policy attached as Schedule B
<input type="checkbox"/>	AAPS' Non-Disparagement Policy attached as Schedule C
<input type="checkbox"/>	AAPS' payment schedule (enumerated in the body of this agreement)
<input type="checkbox"/>	AAPS' Privacy and Video Surveillance Policy attached as Schedule D
<input type="checkbox"/>	The Statement of Students' Rights and Responsibilities issued by the superintendent of Private Career Colleges attached as Schedule E
<input type="checkbox"/>	AAPS' Discipline Policy (including Suspension and Expulsion) attached as Schedule F
<input type="checkbox"/>	AAPS' Hours of Instruction as Schedule G
<input type="checkbox"/>	AAPS' Program Overview Schedule H
<input type="checkbox"/>	AAPS' Student Complaint Procedure attached as Schedule I
<input type="checkbox"/>	AAPS' Anti-Bullying and Anti-Harassment Policy attached as Schedule J
<input type="checkbox"/>	AAPS' Sexual Violence and Harassment Policy
<input type="checkbox"/>	Rider to this Agreement (Precedes the Main Agreement)

Signature of applicant: \_\_\_\_\_

Date:

DD	MM	YYYY

**Accepted by Academy of Applied Pharmaceutical Sciences (AAPS) Inc.**

Laleh Bighash, Dean of Pharmaceutical & Scientific Affairs

Name & Title

\_\_\_\_\_

Date:

DD	MM	YYYY

Signature



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**Schedule A Consent to 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 standards, e.g., percentage of graduates who obtain employment. 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 AAPS 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;
- To determine whether AAPS 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: **Attention: Academic Dean, AAPS, 200 Consumers Road, Suite 200, North York, Ontario, Canada, M2J-4R4**. 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.

- I consent to use of collection and use of personal information as a result of many activities that occur regularly in the college community, such as the use of individual and group photos, the listing of honor rolls, and the use of names and pictures in newsletters.

\_\_\_\_\_  
(Name of Student)

\_\_\_\_\_  
(Signature of Student)

Date \_\_\_\_\_



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

**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.



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**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 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) 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:



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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 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.

(5) 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.

(6) 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.
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,
  - 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.



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(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**



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

### **Schedule C: Non-Disparagement Policy**

1. **Consideration.** In consideration for delivery of the programs and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all current AAPS students (“Students”), the Students agree to abide by AAPS’ Non-Disparagement Policy.
2. **Definition.** “Disparagement”, for the purposes of this Agreement, shall generally refer to negative remarks which are made maliciously or recklessly about AAPS, including all of those persons covered under this Non-Disparagement Policy (hereinafter the "Policy"), or without taking reasonable steps to verify the truth of such remarks prior to having made them.
3. **Students bound.** Subject only to Canadian law held to be applicable in any province (including, but without limitation, the enabling legislation governing private career colleges and the Canadian Charter of Rights and Freedoms if/where held to applicable), the Students shall be bound by and shall familiarize themselves with this Policy, which shall be posted around the campus. Adhering to the Policy is an ongoing condition of enrolment.
4. **Purpose of Policy.** AAPS has a reputation for excellence in the delivery of pharmacy related programs. AAPS is therefore committed to maintaining high standards in teaching and in ensuring that the value of an AAPS credential remains strong and is relatively uncompromised by Students who seek to disparage the College, its programs, its instructors, or its graduates.
5. **Social Media.** With the popularity of social media (Facebook, YouTube, Twitter, LinkedIn etc.), Students and alumni of AAPS can communicate in ways they have never done before. AAPS applauds the fact that Students and alumni have new opportunities to network for employment in their chosen vocation, and can communicate with each other socially. AAPS is confident that this will contribute to AAPS' long-standing reputation in the marketplace. However, Students expressly acknowledge that disparaging postings and communications through social media can, and without limitation:
  - a. Compromise AAPS’ corporate and scholastic/academic reputation in the global community;
  - b. Compromise the value of a Student’s credential as a future “alumnus” of the school.
  - c. Compromise specific individuals (Students, former students, faculty, employees, and others) who are the subject matter of the postings;
  - d. Expose the party posting such communications to sanction and scrutiny immediately, and for many years to come.
6. **Corporation Reputation and “Alumni”.** Reputation is a two-way street. Students derive significant benefit from being an alumnus of AAPS. At the same time, AAPS is ultimately “defined” by the “quality” of its graduates i.e. where they end up working, how they put their skills to use in the workforce, and whether they are happy with their chosen vocation. AAPS and its Students have a common interest in preserving and protecting the integrity and image of AAPS.



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7. **Specific Undertakings of Student:** With the above in mind, Students shall undertake to do the following:
- a. Refrain from making any public statement(s), through social media or otherwise, about AAPS, that would be considered inaccurate, unduly critical or derogatory, or libellous, or which may unfairly injure the reputation of AAPS;
  - b. Refrain from making any public statement(s), through social media or otherwise, that would be considered inaccurate, unduly critical or derogatory, or libellous, or which may unfairly injure the reputation of another (and without limitation) existing or former Student, instructor, or staff member of AAPS;
  - c. Report to AAPS immediately the publication of any unduly critical, derogatory, or libellous statement(s), or statement(s) which may unfairly injure the reputation of AAPS, through social media or otherwise. Such reporting shall include the author(s) of such publication, and all other specifics known to the reporting Student;
  - d. Report to AAPS immediately, the publication of any inaccurate, unduly critical or derogatory, or libellous statement(s) that may unfairly injure the reputation of another (and without limitation) existing or former Student, instructor, or staff member of AAPS. Such reporting shall include the author(s) of such publication, and all other specifics known to the reporting Student;
  - e. Refrain from disparagement of AAPS in any other form that would reasonably be considered to bring AAPS, and without limitation, its faculty, staff, or alumni, into disrepute;
  - f. Familiarize themselves with any other policies that bind them while Students, including but without limitation, AAPS' Anti-Bullying/Anti-Harassment Policy.

**Discipline for Non-Compliance.** Discipline, including expulsion or other sanctions as appropriate and consistent with AAPS' Student Discipline Policy, may result from non-compliance with this Policy.

#### **Schedule D. Privacy and Video Surveillance Policy**

1. AAPS has created this privacy and Video Surveillance Policy in order to demonstrate its commitment to privacy and the protection of your personal information. This policy is subject only those other limitations on privacy as described in the Rider to this Agreement. Please read this policy to understand how your personal information will be treated.
2. AAPS collects information in several ways. Some personal information is gathered if you register with us. During registration, AAPS will ask for personal information such as your name, email address, gender, residential address, permanent address, cell phone number, occupation, industry and personal interests.
3. We may ask you for personal information outside of the context of registration, including (but not limited to) when you download a file (such as a .PDF file) from AAPS; when you ask us to contact you; when you join our mailing list; and when you report a problem relating to the services we provided or the courses offered. If you contact us we may keep a record of that correspondence.





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4. When prospective students, i.e. candidates provide us with information such as their name, mailing address, telephone number, and e-mail address, we use this contact information to send these candidates additional information about AAPS. A candidate's contact information may also be used by us to contact him or her directly. Candidates may choose not to receive future mailings or other communications from AAPS at any time by notifying our Chief Privacy Officer at the address below.
5. We will not sell or rent your personal information to third parties without obtaining your informed consent. Generally, the College does not sell or rent personal information in any event.
6. AAPS' website provides much information spanning many topics. While AAPS attempts to provide accurate information to its site users, it provides no guarantees regarding the accuracy or reliability of this content. AAPS' website and/or any content on the internet relating to AAPS, does not constitute a contract or promise from AAPS to its site users, be they prospective students, students, or otherwise.
7. AAPS' website has security measures and safeguards in place to protect against the loss, misuse, and alteration of the information that is under our control at any given time. However, since no data transmission over the Internet is completely secure we cannot ensure or warrant the security of any information you transmit to us or in relation to our online products or services, and you do so at your own risk. Once we receive your transmission, we make every attempt to ensure that it is kept secure with us. You must still be solely responsible for maintaining the secrecy of your passwords and/or any account information.
8. We may use "cookies" to store and sometimes track information about you. A cookie is a small amount of data that is sent to your browser from our web server and stored on your computer's hard drive. We may do this in order to further automate our website or online forms, or to help us understand who may be interested in our programs. By modifying your own browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies.
9. Subject to any legislated exemptions which would permit us to disclose your personal information as is necessary, we will not disclose any of your personal information except when we have your informed consent. "Personal Information" is defined broadly by governing legislation as any information about an identifiable individual except the name, title, and business address or office telephone number of an employee of an organization.
10. Pursuant to allowable exemptions under current legislation, we may disclose personal information when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be violating AAPS' policy, violating any law of the province of Ontario or Canada, or may be causing injury to or interference with (either intentionally or unintentionally) AAPS' rights or property, other Students or faculty members, or anyone else who could be harmed by such activities. We may also disclose your personal information to a collection agency for the purposes of the lawful collection of a debt owed to us by you.
11. Our policy with respect to the use, collection, retention, and disclosure of all student records is governed by applicable privacy legislation as well as the relevant provisions of the *Private Career Colleges Act, 2005*, Ontario Regulation 415/06, and any policy directives by the Superintendent of Private Career Colleges.
12. We make every attempt to periodically update our Privacy Policy such that it is in compliance with governing privacy legislation, legislation administered by the Ministry of Advanced Education and Skills Development, and is in general conformity with best practices.



AAPS

13. AAPS also abides by the Privacy Commissioner's guidelines released on March 6, 2008, regarding Video Surveillance Policy. To summarize, to the extent that it uses or will seek to use video surveillance, AAPS will

- a) ensure there is a justifiable business purpose for the surveillance;
- b) seek to avoid capturing the images of people not being targeted for some specific, legitimate purpose;
- c) to the extent possible, seek to not use cameras in areas where people have a heightened expectation;
- d) to the extent possible, seek to notify students and other individuals about the use of cameras before those individuals enter the premises;
- e) subject to some legal justification to withhold and unless the data is destroyed, provide access to Individuals whose images are captured on videotape;
- f) ensure that video surveillance equipment and videotapes are secured and used for authorized purposes only;
- g) ensure that to the extent that recorded images are stored, that they are stored in a secure location with limited access.

14. Should you have a question or concern about our Privacy and Video Surveillance Policy or our practices in this regard, please contact the counselor specifically assigned to you. Or contact Laleh Bighash, Chief Privacy Officer, at 416-502-2277 or email to [info@aaps.ca](mailto:info@aaps.ca).



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**Schedule E. Statement of Students' Rights and Responsibilities**



**Ontario**

Ministry of Advanced Education and Skills Development

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**Statement of Students' Rights and Responsibilities**

*Private Career Colleges Act, 2005*

April 13, 2017

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Private career colleges in Ontario are regulated under the *Private Career Colleges Act, 2005*, which is administered by the Superintendent of Private Career Colleges. Prior to offering vocational programs to the public, private career colleges must be registered and have their programs approved under the Act. For a list of registered private career colleges and approved programs, please go to the ServiceOntario website at [www.serviceontario.ca/pcc](http://www.serviceontario.ca/pcc).

## Dealing With Your Private Career College

There may be times when you need to communicate formally with your private career college, for example, giving notice that you want to withdraw from a program and receive a refund of fees or if you have a complaint against the college. When this is the case, you should do so in writing and the document should be delivered personally to the college, sent by courier or registered mail, or faxed or emailed to the appropriate official at the college. You should keep copies of any written documents between you and the college.

## Contract

When you enrol in a program, you must sign and receive a written contract. The private career college is not allowed to require you to obtain a product or service as a condition of admission into the program. For example, a private career college may not require you to purchase a laptop computer from the college prior to enrolling you in a vocational program.

The written contract must contain all of the following terms:

- the approved program name;
- your address, telephone number and, if applicable, e-mail address;
- the start and expected end date;
- the language of instruction;
- the admission requirements;
- a schedule of hours of instruction;
- the location of instruction, and if instruction is provided online, the website address;
- the location of any additional training location and/or practicum (e.g., work placement), and if additional training and/or a practicum is provided online, the website address;
- the fees in Canadian dollars and a schedule indicating the time and amount of each payment;
- a place for you to acknowledge that you have received a copy of:
  - this Statement of Students' Rights and Responsibilities issued by the Superintendent of Private Career Colleges,
  - the college's fee refund policy,
  - the college's student complaint procedure,
  - the college's sexual violence policy, and
  - the college's policy relating to the expulsion of students;
- a consent section for the collection and use of your private information; and
- statements, in bold, that:
  - the contract is subject to the *Private Career Colleges Act, 2005* and the regulations made under the Act,
  - the private career college does not guarantee employment for any student who successfully completes a vocational program offered by the college; and
  - you are entitled to a copy of the signed contract immediately after it is signed.

## **Fee Collection**

A private career college is only allowed to charge or collect fees for a program in Canadian dollars. Furthermore, the college is not allowed to charge or collect any compulsory fee for a program that is not published on the ServiceOntario website or that is higher than what is published. The college is also not allowed to charge or collect any optional fee for a program that is not approved by the Superintendent of Private Career Colleges.

Before a contract is signed, a private career college is prohibited from collecting any fees from you, except 20% of the total fees for the program or \$500, whichever is less. These fees must be in relation to processing your application or conducting any admission tests or assessments and must be disclosed in your contract.

A private career college is required to issue you a receipt every time you pay a fee. You should keep all receipts on file.

## **Sale of Students' Goods and Services**

A private career college is only permitted to sell goods you produce or create, provide your services to the public or arrange for the delivery of such services if the sale is part of completing your program. The college cannot profit from these sales; it can only charge an amount that allows the college to recover its cost.

## **Fee Refund**

A private career college is required to issue a fee refund within 30 days of you giving a written notice of cancellation or withdrawal or 30 days of you receiving a written notice of expulsion from the college. If you do not meet the admission requirements at the time the program begins, the college is required to issue you a refund of fees within 30 days of the start of the program. If you do not attend the first 14 days of classes, the college can cancel the contract and must issue a refund within 45 days of the start of the program.

Only the compulsory fees published on the ServiceOntario website or the optional fees approved by the Superintendent of Private Career Colleges are covered by the refund policy. You must return any goods you received under a contract in the same state they were in when supplied to you within 10 days of withdrawing in order to get credit for them. All refunds must be in Canadian dollars.

A private career college is prohibited from deducting any monies owed by you for other services or non-vocational programs offered by the college from a refund that you are entitled to for a vocational program.

The same refund policy applies when you withdraw from a program or are expelled from a private career college in accordance with the college's expulsion policy or sexual violence policy.

### **Cooling Off Period**

You can cancel a contract within two days of signing it if you deliver a written notice to a private career college at the address shown on the contract. You are entitled to a full refund of fees paid for the program, including any application fee, from the college.

### **Full Refund**

In any of the following circumstances, you have a choice of cancelling a contract and making a written request for a full refund of fees paid for a program or accepting the shortcoming and continuing your training with the private career college:

- the college collects any fees for the program before the college is registered or before the program is approved under the *Private Career Colleges Act, 2005*;
- you are expelled from the college in a manner or for reasons not permitted under the college's expulsion policy or sexual violence policy;
- the college collects more than 20% of the total fees for the program to a maximum of \$500 before signing a contract with you;
- a total of more than 10% of the program is taught by unqualified instructors;
- the contract does not include all the mandatory terms required (refer to the "Contract" section); or
- the college, while still operating, discontinues the program before you can complete the program.

In addition, you also may seek a full refund if a private career college or its representative makes certain types of untrue statements for the purposes of convincing you to enrol in the program **and** the statements constitute a fundamental breach of the contract. The categories of inappropriate statements include: a false or misleading statement, a statement that guarantees admission to or successful completion of the program, employment after graduation or the right to enter Canada or receive a visa.

If you do not make a request for a full refund within a reasonable time of finding out about the shortcoming, you may lose your right to make a claim for a refund.

If a private career college charges or collects any compulsory fee that is not published on the ServiceOntario website or that is higher than what is published, you are entitled to a full refund of the unpublished fee or the difference in amount between what is published and what was collected. The same applies if the college charges or collects any optional fee that is not approved by the Superintendent of Private Career Colleges.

### **Partial Refund Before a Program Begins**

You are entitled to a refund of fees paid for a program, except that a private career college is allowed to retain 20% of the total fees for the program or \$500, whichever is less if:

- you withdraw from the program before it begins;
- you do not meet the program's admission requirements before the program begins; or
- the college cancels the contract for the program within 45 days of the start of the program because you do not attend the first 14 days of classes.

**Partial Refund After a Program Begins**

If you withdraw from a program after the program begins, you may be entitled to a refund of fees paid for the program, depending on how much of the program has been delivered by a private career college. In most cases, the college is allowed to retain 20% of the total fees for the program or \$500, whichever is less, plus the fees paid with respect to the portion of the program that has been delivered by the college.

**Transcript**

You have the right to access your transcript for 25 years after you leave a private career college. You may request a copy of your transcript by contacting your college.

In the event of a private career college closure, you will be able to access your transcript from an approved third party transcript issuer. It is suggested that you ask your college for the name of the third party issuer when you graduate.

**Credential**

A private career college is required to issue you a credential (diploma or certificate) within 60 days of completing a program. The college does not have to issue your credential until you have paid your fees in full.

**Student Complaint Procedure**

All private career colleges are required to have a student complaint procedure in place to resolve issues arising between the college and its students.

You must first go through a private career college's student complaint procedure before filing a complaint with the Superintendent of Private Career Colleges. A Student Complaint Form for a complaint to the Superintendent can be downloaded from the ServiceOntario website at [www.forms.ssb.gov.on.ca](http://www.forms.ssb.gov.on.ca).

**Sexual Violence Policy and Accommodation**

All private career colleges are required to have a stand-alone policy to address sexual violence and harassment involving students. In addition, all private career colleges must, without fee, appropriately accommodate the needs of students affected by sexual violence or harassment.

The sexual violence policy must be included in every enrolment contract between a student and a private career college and it must be published on each private career college's website or, where the private career college does not have a website, posted in a conspicuous location at each campus of the private career college.

At a minimum the policy must:

- provide information about supports and services available at the college or through its agent for students affected by sexual violence or harassment;

- identify the specific official, office or department at the college that students should contact to obtain supports and services;
- provide information about supports and services in the community for students affected by sexual violence or harassment;
- inform students that the college will appropriately accommodate the needs of students affected by sexual violence or harassment and identify the specific official, office or department at the college that students should contact for accommodation;
- inform students that they are not required to report an incident of, or make a complaint about, sexual violence or harassment to obtain supports, services, or accommodation; and
- set out a process for responding to and addressing incidents and complaints of sexual violence and harassment that includes the elements specified in the regulations under the *Private Career Colleges Act, 2005*.

Every private career college student who experiences sexual violence or harassment has the right to be treated with dignity, compassion, and respect. In addition, every student has the right to choose among the available options for addressing incidents of sexual violence or harassment, whether those options are provided on campus or off. Except in extreme situations, where there is an imminent threat to the campus or broader community, the choice of options (including the choice not to exercise any option) always remains with you, the student.

### **International Students**

If you are attending or planning to attend a private career college under a student visa, some special rules apply.

### **Fee Collection**

You should make sure that you are familiar with the rules mentioned in the “Fee Collection” section. A private career college is allowed to charge special international student fees in relation to a vocational program but these fees cannot be higher than what are published on the ServiceOntario website. Only the compulsory fees published on the ServiceOntario website or the optional fees approved by the Superintendent of Private Career Colleges are covered by the refund policy.

After you sign a contract, a private career college is allowed to collect no more than 25% of the total fees for a program from you before the program begins. Some private career colleges are required to hold the money in a trust account until you begin the program. You should ask your college for details of its trust fund arrangement when you pay your fees.



### **Fee Refund**

You can cancel a contract with a private career college or withdraw from a program for any reasons. The same refund policy for domestic students also applies to you and any written notice of cancellation or withdrawal is acceptable.

In addition, a special rule applies to international students if you are unable to obtain a student visa to enter Canada. As long as you deliver a written notice of this fact to a private career college before half of the portion of a program has passed, you are entitled to a refund of fees paid for the program, except that the college is allowed to retain 20% of the total fees for the program or \$500, whichever is less.

### **Insurance**

Every private career college is required to have insurance in case you have an accident in class or while on an offsite placement. If you are injured while attending a private career college, you should immediately inform the relevant official at the college.

### **Midway Evaluation**

If you enrol in a program that is 12 months or shorter or that is delivered over an undefined period of time (e.g., trucking), a private career college is required to provide you with the result of at least one evaluation of your progress **before** you complete half of the total length of the program. If your program is longer than 12 months, for each 12-month period, the college is required to provide the result of at least one evaluation **before** you complete half of the period, i.e., 6 months.

### **Qualified Instructors**

You are entitled to be taught by an instructor who holds the required combination of academic, practical and teaching experience. In case of emergency, a private career college is allowed to use a substitute instructor who is not fully qualified. However, the college is not allowed to use unqualified instructors to teach a total of more than 10% of a program.

### **Closure**

Special rules apply when a private career college closes. If your college closes before you finish your program, efforts will be made to arrange for you to complete your program. Instead of participating in a training completion, you may choose to receive a refund of fees paid for the portion of the program that has not been delivered.

For more information about your rights and responsibilities in the event of the closure of your private career college while you are enrolled as a vocational student, please see the Superintendent's FACT SHEET #5: Training Completion Assurance Fund (TCAF) — Information for Students: Private Career College Closure at [www.tcu.gov.on.ca/pepg/audiences/pcc/factsheet5.html](http://www.tcu.gov.on.ca/pepg/audiences/pcc/factsheet5.html).



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This document is provided for your information and convenience only. It is not a legal document. For further information and the exact wording please refer to the *Private Career Colleges Act, 2005* and regulations.

### **Need More Information?**

You can find more detailed information about student protection measures in the *Private Career Colleges Act, 2005* Facts Sheets, including information about fee refund calculation. All Fact Sheets can be downloaded from the Ministry of Advanced Education and Skills Development website at [www.tcu.gov.on.ca/pepg/audiences/pcc/](http://www.tcu.gov.on.ca/pepg/audiences/pcc/).

If you have questions about the *Private Career Colleges Act, 2005* and regulations, contact the Private Career Colleges Branch at:

Private Career Colleges Branch  
Ministry of Training, Colleges and Universities  
77 Wellesley Street West  
Box 977  
Toronto (Ontario) M7A 1N3

Telephone: (416) 314-0500 ou 1-866-330-3395

Fax: (416) 314-0499

E-mail: [pcc@ontario.ca](mailto:pcc@ontario.ca)

**OR**

Visit our website at: [www.tcu.gov.on.ca/pepg/audiences/pcc/](http://www.tcu.gov.on.ca/pepg/audiences/pcc/)

The full text of the act and regulations can also be downloaded from the Ontario government E-Laws website at:

[www.ontario.ca/laws](http://www.ontario.ca/laws)

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**Schedule F. Discipline (Suspension and Expulsion) Policy**

1. AAPS reserves the right to enforce a student discipline policy that is not inconsistent with the laws, Regulations, and policy directives enforced by the Ministry of Advanced Education and Skills Development.
2. AAPS will seek to enforce and uphold a discretionary (at AAPS's discretion) graduated discipline policy, meaning that some forms of student misconduct will not warrant an immediate expulsion. Forms of academic discipline other than immediate expulsion include but are not limited to
  - (a) Reduction in grade or "zero" (where appropriate)
  - (b) Verbal warning
  - (c) Written warning
  - (d) Suspension;
3. Objectionable conduct includes (but without limitation): dishonesty (including dishonesty in the application process itself), academic fraud, non-payment of fees, academic failure, non-attendance, discriminatory or repeatedly disruptive conduct, abuse of drugs or alcohol, endangerment of staff, students or employees, or failure to abide by the school's rules, regulations, or code of conduct. More specifically
  - (a) Dishonesty: shall be interpreted broadly and shall (without limitation) apply to any deception or dishonest conduct by the student which compromises the integrity of the program or AAPS.
  - (b) Non-Payment of Fees: a student may be expelled within \_\_\_\_\_ days of not having paid any outstanding tuition/fees, but expulsion shall not be the sole and exclusive remedy for non-payment of fees (AAPS may, at its discretion, exercise any remedy to protect itself that does not offend the Private Career Colleges Act, 2005 or the Regulations made thereunder).
  - (c) Attendance: students who do not meet the attendance requirements for each specific course may be subject to discipline as is reasonable in each circumstance.
  - (d) Failing Grade: Students who do not meet the academic requirements of a program may be expelled.
  - (e) Discrimination: The school will have a "zero tolerance" policy with respect to harassment and/or discrimination. Students accused of such conduct may be suspended immediately while an investigation is undertaken by the school, and until a final determination is made regarding what (if any) further discipline is warranted.
  - (f) Abuse of drugs or alcohol: shall be reviewed on a case by case basis, but under no circumstances will AAPS permit the use of drugs or alcohol on the premises. Nor will AAPS allow the use of drugs and alcohol to compromise the integrity of AAPS' programs or disrupt other students.
  - (g) Academic Fraud: Includes, but is not limited to:



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- (i) Cheating on a test or assignment that is graded;
  - (ii) Plagiarism;
  - (iii) Violation of AAPS's or instructor copyright;
  - (iv) Unauthorized collaboration of graded work;
  - (v) Alteration of academic records of any sort.
4. Students who are suspended or expelled will receive notification in writing, either hand delivered or by registered mail. Specific reasons will be provided for the suspension or expulsion.
5. Students wishing to appeal the suspension or expulsion must file an appeal within three days of notification of such disciplinary action by AAPS. If the student is unsuccessful in appealing the suspension or expulsion, they may be able to appeal to the Ministry of Advanced Education and Skills Development pursuant to the provisions of the Private Career Colleges Act, 2005, so long as the discipline relates to a approved program.
6. Fee refunds will be governed by the provisions of the Private Career Colleges Act, 2005, O.Reg. 415/06, and any other laws and/or regulations as administered by the Ministry of Advanced Education and Skills Development. However, where AAPS has no legal requirement/obligation to refund tuition or any portion of a student's tuition to any student who has been suspended or expelled, the school shall have no obligation to refund tuition or any part of that student's tuition.
7. A suspension or expulsion will be recorded on a student's academic record and transcript, and all forms of discipline may be placed and retained in the student's file.

### **Schedule G. Hours of Instruction**

Refer to the current published **AAPS calendar and schedule of the courses** provided to you at the time of registration

### **Schedule H. Program Overview**

Refer to the current published **course outline** provided to you at the time of registration



AAPS

## **Schedule I. Student Complaint Procedure**

### **STUDENT COMPLAINT RESOLUTION PROCEDURE**

**For Complaints to be addressed by AAPS's Registrar and Resolution Committee, hereinafter defined, in compliance with the *Private Career Colleges Act, 2005*, and Section 36 of O. Reg. 415/06, the following procedure is to be used:**

#### **General Guidelines:**

1. Statements of complaint must be made in writing.
2. All complaints are confidential.
3. The procedure outlined below must be followed.
4. A staff presented with a verbal complaint will ask the Student to follow the procedure and remind the Student of the written complain requirement.
5. The Registrar shall be made available by AAPS to the Students to deal with student complaints in a timely manner. The Registrar may be contacted using the following information:

Registrar  
Academy of Applied Pharmaceutical Sciences Inc.  
200 Consumers Road, Suite 200  
Toronto, Ontario M2J 4R4  
Telephone Number: (416) 502-2277 Fax Number: (416) 502-2278  
Email: [info@aaps.ca](mailto:info@aaps.ca)

6. Complaints will be reviewed by a Resolution Committee, as established by AAPS (the "Resolution Committee"), but only after the Student has complained to the Registrar.
7. The Resolution Committee will also ask for a copy of any written response(s) from those already contacted by the Student in accordance with the procedure.
8. Arrangements for meetings and written responses from the person being complained about will be made in a timely and professional fashion. No complaint will go unanswered.
9. Records of complaints will be maintained at the location where they originated for a period of at least three years.
10. The Student may have a person present with them at all stages of the below Student Complaint Resolution Procedure (the "Representative). The Representative may make oral submissions on behalf of the Student.



## **Student Complaint Resolution Procedure**

**STEP 1:** The Student will request a meeting with the instructor responsible for the course to discuss the complaint verbally.

If not resolved at this level, the Student will proceed to Step 2.

**STEP 2:** The Student will submit a completed written complaint to the Registrar. The Registrar will arrange a meeting with the Student and Program Education Coordinator within 7 days of receipt of the written complaint.

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. Minutes of the meeting will be recorded.

The Registrar will provide a written response to the Student, outlining the discussion and any proposed and/or agreed upon solution(s) within 14 days of the meeting. This response will include a decision statement, together with the reasons for which the decision is based and minutes of meetings held.

If not resolved at this level, the Student will proceed to Step 3.

**STEP 3:** The Student will submit a completed written complaint to the Resolution Committee. The Resolution Committee will arrange a meeting with the Student within 14 days of receipt of the written complaint (a copy of the written complaint which was submitted to the Registrar), the Registrar's response with recommended solutions, and the Student's objections or comments regarding these solutions.

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. The minutes of the meeting will be recorded.

The Resolution Committee will provide a written response to the Student, outlining the discussion and any proposed and/or agreed upon solution(s) within 14 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.

**STEP 4:** If not resolved in Step 3, the Student will proceed to contact the Superintendent using the following contact information:

**Ms. Carol Strachan**  
Superintendent of Private Career Colleges  
Ministry of Training, Colleges and Universities  
Private Career Colleges Branch  
77 Wellesley Street West, Box 977  
Toronto, Ontario M7A 1N3

### **Academy of Applied Pharmaceutical Sciences Inc. Representatives:**

*Note: All listed individuals are subject to change with notice given to the Student.*

Registrar / Administrator:



## Schedule J. Anti-Bullying/Anti-Harassment Policy

### I. SCOPE OF POLICY

1. **Who is Bound:** AAPS has adopted this Human Rights and Anti-Harassment Policy to ensure ethical and respectful employment practices and treatment for all Students of AAPS, as well as Employees (as defined herein in paragraph 14). This Policy shall be visibly posted around the campus.
2. **Objective:** The objective of this Human Rights and Anti-Harassment Policy is to create a climate of understanding and mutual respect where each person feels a part of the AAPS community.
3. **Zero Tolerance:** AAPS will have a zero tolerance policy for harassment or bullying. AAPS will not tolerate, ignore, or condone any form of discrimination or harassment and is committed to promoting appropriate standards of conduct at all times.
4. **May Result in Dismissal or Expulsion:** All Employees in the AAPS family are responsible for respecting the dignity and rights of their co-workers and the Students whom they educate. Students are in turn responsible for respecting the dignity and rights of their fellow Students. Discrimination and harassment are serious forms of Employee and Student misconduct which may result in disciplinary action up to and including discharge of an Employee, and which may result in Suspension or Expulsion of a Student.
5. **Harassment Free Workplace:** AAPS will take any and all reasonable steps available to ensure a harassment-free workplace, including barring the harasser from its facilities, where appropriate, or discontinuing business with Employees.

### II. APPLICATION OF POLICIES

6. **Online Harassment and Social Media:** Harassment and bullying will not be tolerated *on or off campus* to the extent that such conduct compromises a respectful and harassment free environment at AAPS. For example, online (social media, e-mail, or otherwise) harassment or bullying by a Student or Employee in our AAPS family will not be tolerated- and will be treated as if it occurred on campus.
7. **Enumerated Grounds:** *Without limitation*, the following prohibited grounds of discrimination and any combination of these grounds will specifically not be tolerated:
  1. Race;
  2. Citizenship;
  3. Sexual Orientation;
  4. Ancestry;
  5. Creed;
  6. Age;
  7. Place of Origin;
  8. Sex (including pregnancy);
  9. Marital Status;
  10. Colour;
  11. Gender;
  12. Family Status;
  13. Ethnic Origin;
  14. Disability
8. **Right to Contract Equally:** Every person having legal capacity has a right to contract on equal terms without discrimination based on those items enumerated in paragraph 7 above.



9. **Equal Treatment in Employment:** Every person has a right to equal treatment with respect to employment without discrimination or harassment based on those items enumerated in paragraph 7 above.
10. **“Bullying” Standards may be Adopted:** AAPS is mindful that at the time this Human Rights and Anti-Harassment Policy is being drafted, the government of Ontario has passed new legislation in relation to anti-bullying. While such legislation will not specifically apply to the post-secondary education stream, AAPS applauds the draft legislation and may, on a case by case basis, be governed by some of its principles to determine whether instances of “bullying” (which may fall short of or be qualitatively different from “harassment”) have occurred.
11. **Obligation to Report:** Staff and Students must report any alleged form of discrimination or bullying to the Human Resources Manager as soon as they become aware of an issue.
12. **Discrimination:** Discrimination, as used in this Human Rights and Anti-Harassment Policy, is any practice or behaviour, whether intentional or not, which has a negative impact on an individual or group because of personal characteristics or circumstances unrelated to the person’s abilities or the employment or service issue in question (e.g., disability, sex, race, sexual orientation). Discrimination may arise as a result of direct differential treatment or it may result from the unequal effect of treating individuals and groups in the same way. Either way, if the effect of the behaviour on the individual is to withhold or limit full, equal and meaningful access to goods, services, facilities, employment, housing accommodation or contracts available to other members of society, it is discrimination.
13. **Duty to Accommodate:** This duty is the legal obligation of a college to take steps to eliminate disadvantage caused by systemic, attitudinal, or physical barriers that unfairly exclude individuals or groups protected under the Ontario Human Rights Code. It also includes an obligation to meet the special needs of individuals and groups protected by the Code unless meeting such needs would create undue hardship to AAPS.
14. **“Employee”:** *For the purpose of this policy*, the term employee includes: full-time, part-time, temporary, probationary and casual employees, co-op students, volunteers, job applicants, staff, contractors, and consultants working for AAPS.
15. **“Student”:** means current student of AAPS.
16. **“Equal Treatment”:** Equal treatment is treatment that brings about an equality of results and that may, in some instances, require different treatment. For example, to give all employees equal treatment in entering a building, it may be necessary to provide a ramp or an elevator for an employee who requires the use of a wheelchair.
17. **Harassment:** Means improper comment or conduct based on one or more of the prohibited grounds listed in the Ontario Human Rights Code, that a person knows or ought to know would be unwelcome, offensive, embarrassing or hurtful.
18. **Discipline:** AAPS will investigate any and all allegations for harassment promptly, in accordance with the law, and free from reprisal.

**Where to Report:** See Ms. Laleh Bighash immediately if there are any questions or concerns about this Human Rights and Anti-Harassment Policy





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**Schedule K: PCC Responsibilities Related to  
Distance Education Program Delivery**

This addendum is to be added to Student Enrolment Contracts relating to DE programs and is subject to the *Private Career Colleges Act, 2005* and the regulations made under the Act.

I \_\_\_\_\_ (name of student) am enrolling in the \_\_\_\_\_ (name of program) program at \_\_\_\_\_ (Toronto Campus or Mississauga Campus) of **Academy of Applied Pharmaceutical Sciences (AAPS) Inc.** I understand that this program will be delivered using a Distance Education mode of delivery. This means that at least a portion of my training will be delivered using correspondence, audio, video, and/or computer-based technologies or any combination thereof.

- I understand that this PCC will provide me with information about the following matters:
- The school's responsibilities to me as a student enrolled in a distance education program;
- Details on how the instruction will be delivered;
- A program timetable for each course showing in class time versus distance education time;
- Orientation materials (including resources, policies and processes) on the use of the relevant technologies needed to enable me to complete my program successfully;
- Itemized list of all learning materials required *prior* to start of the program;
- Whether I can use software and/or hardware and/or other equipment that I currently own *or* whether I have to buy new equipment *or* whether the school will lend me the equipment;
- The technical standards this equipment must meet (e.g. minimum Internet speed);
- If the school lends me the equipment, the duration of the loan and any fees associated with the loan;
- Description of the hardware, software and equipment the degree of technical competence I need in using them;
- Identification of minimum Internet speed access required;
- Service Standards of the PCC in relation to this DE program, including response times to questions regarding assignment evaluation, grades, technical issues and financial matters;
- Instructor availability; and
- The complete itemized costs of this DE program.

I, \_\_\_\_\_ (name of student) have read and understood this form. I acknowledge that I received this form as part of my Student Enrolment Contract \_\_\_\_\_ (student initials).

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date



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**Schedule L: Student Rights and Responsibilities Statement**

This addendum now forms part of the Student Rights and Responsibilities and is subject to the *Private Career Colleges Act, 2005* and the regulations made under the Act.

As part of my student contract, the private career college in which I am enrolling will provide me with information regarding PCC Responsibilities Related to Distance Education Program Delivery, if I am enrolling in a Distance Education Course. If I do not receive the information as part of my Student Enrolment Contract, I may contact the office of the Superintendent of Private Career Colleges by writing, emailing, calling or faxing:

**Superintendent of Private Career Colleges,**

**Address:** Private Career Colleges Branch,  
Ministry of Training, Colleges & Universities  
77 Wellesley Street, West, Box 977  
Toronto, Ontario  
M7A 1N3

**Email:** [PCC@ontario.ca](mailto:PCC@ontario.ca)

**Phone:** 416-314-0500

**Toll free:** 1-866-330-3395

**Fax:** 416-314-0499