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

Career college students rights and responsibilities

Know what to expect and what you need to do when signing up for programs offered by registered career colleges.

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Notification of name change: We're updating content to show the name change of [Private Career Colleges Act, 2005](#) to the [Ontario Career Colleges Act, 2005](#) effective January 1, 2024. [Read more about other terms related to the change of name.](#)

Career colleges in Ontario are regulated under the [Ontario Career Colleges Act, 2005](#) which is administered by the Superintendent of Career Colleges.

This Statement of Students' Rights and Responsibilities is provided for your information and convenience only. It is not a legal document. Find detailed and specific information about the measures available to protect career college students in the [Ontario Career Colleges Act, 2005](#) and the regulations made under that act.

Before you enrol

Make sure the career college is registered and that the vocational program you are enrolling in is approved by the Superintendent under the [Ontario Career Colleges Act, 2005](#). You can find out at [ServiceOntario](#). ([Search ServiceOntario](#))

Note: If you enrol in an institution that has not been registered, or in a vocational program that has not been approved, the student protection measures available in the [Ontario Career Colleges Act, 2005](#) are not available to you.

Communicate in writing

There may be times when you need to communicate important information to your career college, for example, to give 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 you communicate formally with your career college you should do so in writing. The document should be delivered to an official at the college by email, fax, registered mail, or by personal delivery.

Keep copies of any written communications between you and the career college.

Documents you must receive

The career college is responsible for providing you with a copy of your [contract](#), [transcript](#) and the [credential](#) earned after you graduate.

Contract

When you enrol in a vocational program with a career college, you must sign and receive a written contract. The career college must give you a copy of the signed contract.

The written contract **must** contain:

- the approved program name
- your address, telephone number and, if applicable, e-mail address
- the program's start and expected end date
- the program's language of instruction
- the program's admission requirements
- a schedule of hours of instruction
- the location of instruction, and if instruction is to be provided online, the website address
- the location of any additional training location and/or practicum and the website address if additional training and/or a practicum is provided online
- the fees payable by you set out in Canadian dollars, including an itemized list of fees for any products or services, including books, equipment, administration fees (such as processing applications, or conducting admissions tests)
- a payment schedule indicating the time and amount of each payment

The contract must also include 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 Career Colleges and the college's:

- fee refund policy
- student complaint procedure
- sexual violence policy
- student expulsion policy

and, if required by a superintendent's policy directive:

- a program disclaimer

Career college administrators: Print a copy of this Statement of Students' Rights and Responsibilities and attach it to the student's contract you keep on file. The student must also acknowledge receiving this information.

Consent section

The written contract must also have a consent section for the collection and use of your private information and the following statements, **in bold**, that:

- the contract is subject to the *Ontario Career Colleges Act, 2005* and the regulations made under the act
- the career college does not guarantee employment for any student who successfully completes a vocational program offered by the college
- you are entitled to a copy of the signed contract immediately after it is signed

Note:

If you notice that your contract does not have the elements listed above, notify the career college as soon as possible or contact the ministry: pcc@ontario.ca

Transcript

If you have not received a copy of your transcript within 90 days of ending your studies, you should contact the career college to request a copy. It is recommended that you also make and keep a digital record of the transcript when you complete or leave your program for your own records. You also have the right to access your transcript for 25 years after you complete or leave the career college. If the career college closes, you will be able to access your transcript from an [approved third-party transcript issuer](#). We suggest that you ask your college for the name of the third-party issuer when you complete or leave your program.

Credential

A career college that issues credentials must issue you any applicable credential (diploma or certificate) within 60 days of successfully completing a program. The college does not have to issue your credential until you have paid your fees in full although you are always entitled to a copy of your transcript.

Concerns and complaints

Student complaint procedure

Every career college must have a student complaint procedure to resolve complaints raised by a student. Under the *Ontario Career Colleges Act, 2005* and its regulations, the Superintendent of Career Colleges can consider a student's **complaint only after**:

- the student has followed the college's student complaint procedure
- has complained directly to the college
- is not satisfied with the outcome

If you request the Superintendent of Career Colleges to review your concern or complaint submit it using the ministry's [Program Approval and Registration Information System](#) (PARIS.) At your first visit, you will be asked to [create a student account](#).

Your complaint or concern can be tracked easily and addressed directly through your account. You may also request a review of you complaint by email: pcc@ontario.ca

Once you submit your complaint and any supporting documents, the superintendent or a delegate will review the documents and advise you on next steps. You can [log-in to your PARIS account](#) at any time.

Sexual violence policy and accommodation

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

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

Sale of students' goods and services

If you make goods or provide services as part of the requirements to complete your program, a career college can:

- sell these goods
- provide these services to the public
- arrange for the delivery of these services to the public

The college cannot profit from these sales. It can only charge an amount that allows the college to recover its costs.

Fee collection

A career college is only allowed to:

- charge or collect fees for a program in Canadian dollars
- charge or collect compulsory fees that are equal to or less than the fees approved by the Superintendent of Career Colleges and published on [ServiceOntario](#)
- charge or collect optional fees for a program if they are the approved by the Superintendent

Before a contract is signed, a career college can charge a fee up to \$500 to process your application and do assessments or admissions tests. These fees must be included in your contract at the time you sign it.

Itemized list of fees

Career colleges must provide to the Superintendent of Career Colleges an itemized list of all fees charged to students, expressed in Canadian dollars. This includes:

- tuition fees
- cost of books
- any administrative charges
- any other compulsory or optional fees

The Superintendent publishes the fees (except optional fees) on [ServiceOntario](#).

Unapproved or inaccurate fees

If a career college charges or collects any compulsory fee that is not published on [ServiceOntario](#) 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 Career Colleges.

Note: A career college cannot require you to obtain a product or service from a particular person or vendor as a condition of admission into the program. There may be required products or equipment for the training (for example, a laptop), but you are free to purchase those products or equipment anywhere you wish.

Receipts

A career college is required to issue you a receipt every time you pay a fee. You should keep all receipts for your own records.

Refunds

A career college is required to issue [a fee refund](#) within 30 days in many cases outlined below. You should check if the career college specifies the timeframe of their refunds in the refund policy attached to your contract. There is also a [cooling-off period of two days after signing the contract](#).

Only the compulsory program fees published on [ServiceOntario](#) or optional program fees approved by the Superintendent of Career Colleges are covered by the refund policy. An optional program fee might be the cost of a field trip or conference that is related to your studies but not required content of the program.

To get a refund on books or equipment you received from the college under a contract you must return them:

- in the same state they were in when supplied to you
- within 10 days of withdrawing

All refunds must be in Canadian dollars.

The college **cannot** deduct money from a refund you are entitled to for a vocational program if you owe money:

- to the career college for other services
- for other non-vocational programs offered by the college

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

Cooling-off period

You can cancel a contract for the provision of a vocational program within two days of signing it if you provide written notice to the career college. It is important to keep a copy of your written notice. You are entitled to a full refund of fees paid for the program, including any application fee, from the college.

Types of refunds

Full refund

In the following circumstances, you can cancel a contract and make a written request for a full refund. Once you cancel a contract and the refund is applied, you cannot continue your studies and are not entitled to receive a transcript.

- the career college collects any fees for the program before the college is registered or before the program is approved under the *Ontario Career Colleges Act, 2005*
- you are expelled from the career college in a manner or for reasons outside of the college's expulsion policy or sexual violence policy
- the career college collects more than 20% of the total fees for the program up to \$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](#))
- the career college, while still operating, discontinues the program before you can complete the program

In addition, you also may seek a full refund if a career college or its representative makes 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 or employment after completing the program
- a statement that guarantees the right to enter Canada or receive a visa or work permit

It is best to make a request for a full refund as soon as you find out about the issue or it may be more difficult to support your claim.

Partial refund before a program begins

You are entitled to a refund of fees paid for a program minus 20% of the program fees up to \$500 if you:

- withdraw from the program more than two days after signing a contract and **before** the program begins. **or**
- do not meet the program's admission requirements when the program starts

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 a career college has delivered.

In most cases, the career college can keep 20% of the program fees up to \$500, plus the fees for the portion of the program delivered.

However, if the career college cancels the contract for the program because you do not attend the first 14 days, the career college can only keep 20% of the program fees up to \$500.

International students

If you are attending or planning to attend a 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 of this page](#).

A career college is allowed to charge international student fees in relation to a vocational program but these fees cannot be higher than what is published on [ServiceOntario](#).

Fee refund

You can cancel a contract with a career college or withdraw from a program for any reason. The same refund policy for domestic students also applies to you.

International students unable to get a student visa

A rule applies to an international student unable to obtain a student visa to enter Canada. As long as you deliver a written notice of this fact to a 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 career college is required to have insurance in case you have an accident in class or while on an offsite practicum. If you are injured while attending a 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 is delivered over an undefined period of time (for example, a commercial flight program), a 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 each period.

Qualified instructors

You are entitled to be taught by an instructor who has the required experience (academic, practical and/or teaching) outlined in the *Ontario Career Colleges Act, 2005*. Some programs must also meet industry standards for instructors. Career colleges must follow the act and program standard when they hire teaching staff. On a temporary basis, a career college is allowed to use a substitute instructor who does not meet all these requirements. However, the college is not allowed to use a substitute instructor to teach a total of **more than 10%** of a program.

Closure

Certain rules apply when a career college closes. If your college closes before you finish your program, efforts will be made to give you an opportunity to complete your program at another career college or institution. [The Training Completion Assurance Fund \(TCAF\)](#) exists to help eligible students in this situation. Instead of participating in training completion, or if no training completion is available, you may receive a refund of fees paid for the portion of the program that has not been delivered.

[Read more about what you need to do in the event of a career college closure](#). You can also contact the ministry by email TCAF-PCC@ontario.ca

Contact

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

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

Tel: 416-314-0500

Toll-free: 1-866-330-3395

pcc@ontario.ca

Fax: 416-314-0499

Related information

[Career colleges](#)

[Find registered colleges through ServiceOntario's Career College Search Service](#)

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YEDI Grading, Participation and Attendance Policy

Section 1 – Grading Scale

The Entrepreneurship and Small Business Management program uses the following grading scale:

Letter Grade	A	B	C	D	F
Percentage	80 to 100%	70 to 79%	60 to 69%	50 to 59%	0-49%

A Diploma in Entrepreneurship and Small Business Management will be awarded upon completion of the 20 courses outlined in the curriculum with a **minimum of 50% passing course grade**.

Section 2 – Grading Components

Each course has a defined grading structure that may vary depending on the learning objectives and assessment design of the course. The grading breakdown will be outlined in the course syllabus and on Canvas at the start of each course.

Depending on the course, grading will follow **one of the structures below**:

Option A – Courses with Exams

- Asynchronous Coursework: **30%**
- Participation: **35%**
- Milestone Assignment(s): **15%**
- Exam: **20%**

Option B – Courses without Exams

- Asynchronous Coursework: **30%**
- Participation: **35%**
- Milestone Assignment(s): **35%**

Students must complete **all mandatory components** of the course (as outlined in Sections 3 and 4) in order to be eligible to pass the course.

Section 3 – Milestone Assignments and Exams

3.1 - Milestones Assignments

Description: *End of the Course Milestone Assignment is the final course assignment which requires students to demonstrate thorough understanding and application of concepts, tools, and other materials covered, by applying learning into student ventures. The assignment is associated with a draft of the specific section of the business plan, which must be completed by every student at the end of the program.*

Milestone assignments are a required component of each course and represent **15–35%** of the final course grade, depending on the course structure.

Due dates, assignment details, and submission instructions are posted on Canvas under the Module tab.

Grades will be available on Canvas within 2–3 weeks after the submission date.

Milestone assignments are mandatory.

Failure to submit required milestone assignments will result in failure of the course, regardless of the student's overall numerical grade.

Late Submission Policy

- A deduction of **4% per calendar day**, up to a maximum of **5 days (20%)**, will apply to late submissions.
- Assignments not submitted within 5 calendar days after the due date will receive a grade of **zero (0)**.

3.2 Exams (if applicable)

An Exam is a structure assessment that evaluates whether the student has met the learning objectives for the course. Exams test students' knowledge and comprehension of all course modules and topics. Exams require students to analyze different case studies using the tools and methodologies learned in the course, to answer specific questions. Case studies questions depend on the course learning objectives.

Exams represent **20%** of the final course grade where applicable.

Exams are written and held **during scheduled class time**.

Students **must be present in class** to complete and submit the exam. Exams may be proctored.

Exams are 3 hours long, written and held virtually.

Alternative exam formats may also be offered, subject to the discretion of the Director of Academic Affairs

All exam dates and details will be posted on Canvas under the Module tab.

The task will become available on Canvas at the appointed hour.

Grades will be available on Canvas within 2-3 weeks after the exam date.

If a student misses the exam due to legitimate reasons with supporting documentation, the re-examination date will be arranged.

Mandatory Attendance and Submission Policy

- Attendance during the exam session is **mandatory**. Both **exam completion and attendance** are required in order to pass the course.
- If a student submits an exam **without being present in class**, the exam will be considered **not submitted** and will receive an **automatic grade of zero (0)**. Students who do not submit the exam during the allocated time, will receive an **automatic grade of zero (0)**.

3.3 Additional Information

Students who fail the course must retake it in the next cycle to meet the graduation requirement.

Students are entitled to e-mail communication or one 15-minute debriefing session per course with the lead instructor, upon request, following the grading of an assignment or exam.

It is the responsibility of the student to clarify any ambiguities that they may find in course materials or syllabus; and when in doubt, to ask.

Students are encouraged to keep extra copies of all assignments and submissions that they hand in.

Accommodations for assignments and/or exams may be available. Each request will be subject to review and discretion of the Program Manager and Director of Academic Affairs.

Section 4 – Course-Specific Assessment Structures

S3BD – Business Case and Defence

The “Business Case and Defence (S3BD)” course operates under a **distinct instructional and assessment model** due to its capstone nature and its focus on the development and defence of a final business case.

Course Structure

Throughout the S3BD course students work on their main capstone project: The Business Case. The S3BD course is delivered through a distinct weekly structure, supported by **weekly lab sessions**. Each week students are required to engage in asynchronous guided learning, submit checkpoint reports, partake in peer reviewing and participate in weekly lab session. Other course components include business case consolidation, and business case group coaching. The course ends with a Final Business Case defence before the YEDI Academic Committee.

Understanding course components

- **Checkpoint Report Submissions:** Each week includes a required **checkpoint question**, designed to assess progress, clarity of thinking, and readiness for the final defence.
- **Peer Review Requirements:** Each week students must also complete **two (2) peer reviews**, providing structured and constructive feedback on classmates’ business case work.
- **Lab Sessions:** A lab session is scheduled each week, to provide students with the opportunity to ask questions about submissions, receive feedback on progress, and clarify expectations related to the business case or defense. Attendance is mandatory.
- **Business Case Consolidation:** Students are expected to take all of the feedback from their instructors and peer, and to consolidate all work done during the course into one final Business Case.
- **Business Case Group Coaching:** Before students submit their final Business Case and in preparation for the Defense, students will attend a group coaching session.

Final Business Case Defence

The final assessment includes a **live business case defence** conducted in front of a **YEDI Academic Committee panel**. Completion of the defence is a **mandatory course requirement**.

Assessment and Grading Breakdown

S3BD does **not** follow the standard Option A or Option B grading structures outlined in Section 2 describing grading components. Instead, grading is allocated as follows:

Participation – 25%

- Participation includes:
- Attendance and engagement during scheduled lab sessions.
 - Final Defence.

Business Case Submission – 45%

This component represents the **written business case deliverables**, including required documentation supporting the final capstone project.

Asynchronous Coursework – 30%

- Asynchronous assessment consists of:
- Checkpoint report submissions
 - Completion of required peer reviews
- All asynchronous components are mandatory and must be completed by posted deadlines.

Failure to complete required business case submissions, asynchronous checkpoints, peer reviews, or the final defence may result in failure of the course, regardless of overall numerical standing, in accordance with existing grading and completion requirements outlined in this policy.

S3AC – Essential Systems and Skills for Sustainable Business Practices

The “Essential Systems and Skills for Sustainable Business Practices (S3AC)” course operates under a **different instructional and assessment model**, as it is a course complementary to the capstone course. It reinforces that the knowledge and competencies gained throughout the program are both valuable for starting and running a venture and are highly transferable to employment in small and medium enterprises. Each topic is carefully selected to ensure that students graduate with top skills that keep them job ready and teach them how to contribute to another small business (beyond running their own).

Course Structure

Throughout the S3AC coursework learning outcomes are defined for each session based on the primary practical skill taught and are demonstrated through applied exercises and deliverables. Students will learn a new system or skill every session and will complete asynchronous guided learning hours to deepen learning and comprehension.

Assessment and Grading Breakdown

S3AC does **not** follow the standard Option A or Option B grading structures outlined in Section 2 describing grading components. Instead, grading is allocated as follows:

Participation – 50%

Participation includes:

- Attendance and engagement during scheduled sessions.

Asynchronous Coursework– 50%

Asynchronous assessment may consist one or a combination of the following:

- Assigned Readings or Articles
- Reflection(s) on Assigned Reading(s)
- Watching recorded lecture materials
- Completing simulation or virtual lab work
- Discussion Question + Answer + Comment on a Peer’s Response

All asynchronous components are mandatory and must be completed by posted deadlines.

For details on how the asynchronous coursework and guided learning elements work, see Section 5 and 6.

Section 5 – Participation Elements

Participation (35%)

Participation represents **thirty-five percent (35%)** of the final course grade.

Participation is a core component of the academic experience and represents a significant portion of each course’s final grade. *Exceptions in terms of the weight of participation in specific courses are outlined in Section 4 of this policy.*

To receive full participation marks for a session, students are expected to complete **all required participation elements** outlined below. Partial marks are not available.

Participation includes, but is not limited to:

1. Attendance

- Students must attend all scheduled sessions **on time**.
- Sessions may include lectures, seminars, labs, roundtable sessions, and one-on-one sessions.
- Attendance and punctuality are essential and are monitored each session (see Section 7).

2. Engagement in Class

- Students must actively participate in classroom sessions by contributing to discussions, responding to instructor prompts, and engaging in individual or group activities.
- For students joining sessions online, **cameras must be on for the entire duration of the session**.
- A student with a turned-off camera is assumed to be away and not participating.

3. Responsiveness and Preparedness

- Students are expected to respond when addressed by instructors.
- Failure to participate when prompted by an instructor will be considered **non-engagement**.
- Students are expected to come prepared, having completed any required readings, assignments, or preparatory work assigned prior to the session.
- Failure to complete assigned homework or preparatory work may be considered non-engagement.

Failure to meet participation expectations for a session—including lack of engagement, lack of preparedness, or camera being turned off—will result in a **zero (0)** participation grade for that session. Note: Any absence from class does not excuse the student from assignment deadlines.

Section 6 – Asynchronous Coursework and Guided Learning Activities

Asynchronous Learning Activities (30%)

Asynchronous learning activities represent **thirty percent (30%)** of the final course grade and are a **mandatory weekly requirement**. All asynchronous activities, instructions, deadlines, and submission requirements are posted on the Canvas platform.

Asynchronous learning is designed to complement in-class instruction and reinforce applied learning outcomes. Students are expected to manage their time effectively to meet weekly asynchronous requirements.

Depending on the session, asynchronous coursework may include **one or a combination** of the following:

- Discussion Question + Answer + Comment on a Peer's Response
 - Students are required to **answer the assigned discussion question and provide a thoughtful comment on at least one peer's response**.
 - Both the discussion response and peer comments must be submitted **by the posted due date**.
 - Students must complete the discussion question and peer comment **before the next course session**, regardless of session format or scheduled date.
- Assigned Readings or Articles
- Reflection(s) on Assigned Reading(s)
- Independent Study Assignments (ex. course reflections, applied exercises, instructor-assigned tasks, etc.)
- Watching recorded lecture materials
- Completing simulation or virtual lab work

Completion Requirements for Asynchronous Activities

- Students **must complete the asynchronous activities assigned for that week** in order to receive their asynchronous grade for that week.
- Failure to complete the required asynchronous portion for a given week will result in a **zero (0)** for that week's asynchronous grade.
- Asynchronous activities must be completed by the posted deadlines, regardless of session format or scheduled class date.

Grading Implications

- Participation and asynchronous grades are calculated on a **session-by-session and week-by-week basis**, respectively.
- Failure to meet the full requirements of either component for a given session or week will result in a loss of marks for that portion, which may significantly impact the final course grade.

Section 7 – Attendance, Punctuality and Absences

Attendance is monitored and recorded every course session. Students must notify the YEDI Student Services Department, at studentservices@yedi.ca, and their **Moderator** of any changes in attendance.

The following parameters apply to both online and in-person participants:

- If a student **misses 10-30 minutes** of a session – whether they are late, leaving early, have video cameras turned off, do not return on time after breaks or due to other reasons – they will be marked **LATE**.
- If a student is **late three (3) times**, this will be **counted as ONE ABSENCE**
- If a student **misses more than 30 minutes** of a session, they will be marked **ABSENT**.
- Online students with turned off cameras are assumed to be away and not participating. A student with their **camera turned off for more than 30 minutes** will be marked **ABSENT**.

Students are allowed one (1) unexcused absence per course, which will necessitate a make-up assignment. Any additional absences will lead to a loss in participation marks for the respective session. An *unexcused absence* is defined as an absence attributed to a student when they were not physically or virtually present at school during any of the attendance checks, for a reason that does not qualify as an absence due to extenuating circumstances.

Section 6 – Extenuating Circumstances

In general terms, the Extenuating Circumstances are exceptional, unforeseeable, short-term circumstances which affect the student's ability to study or take assessments. The procedure should be reserved for circumstances with a genuine, significant, and demonstrable negative impact. There are some guiding principles as to what the College considers to be extenuating circumstances:

1. They have to be out of the student's control; student could not have prevented them.

Example: If a student decides to take on part-time work and take on extra shifts and then misses a submission deadline, they will not have grounds for a claim. Day-to-day social commitments and ensuring they leave a reasonable contingency time in any travel arrangements made are all within the student's control and cannot be considered.

2. They must have had a significant impact; they must have had a clearly negative impact on the student's ability to study or to undertake an assessment.

Extenuating circumstances should be exceptional. In the main, the student is expected to manage their health and minor illnesses or disruptions alongside the studies. Claims should be reserved for serious situations: sudden or significant illness, bereavement, being a victim of a crime, or another acute trauma. Students have several weeks or even months to complete a written assignment and will be expected to plan appropriately and work around short-term issues that may arise.

3. The timing of the circumstances must be relevant to the claimed impact.

When the College considers claims, it will always look to see that the timing of events appears to match any claim of impact. Example: If a student's house flooded in March and they had to move suddenly, the student might be able to claim an extension to a deadline at the end of March, but they are unlikely to be able to use those same circumstances for examinations in May.

The College reserves the right to request supporting documentation when assessing if the circumstances fall within the definition of "extenuating circumstances". Each request is reviewed on a case-by-case basis

Section 7 – EdPuzzle Make-up Assignments

In case of a legitimate absence (extenuating circumstances), students will be allowed to complete a make-up assignment, called EdPuzzle, to recoup their participation marks.

Students are required to notify the administrative staff or program moderator before the session to be approved for the EdPuzzle Assignment. **If the student fails to notify about the planned absence, they will not get the opportunity to make up for the missed session and will lose the participation grade for that class.**

The number of EdPuzzle assignments is limited and contingent on the evaluation and the discretion of the Program Manager.

If approved for makeup assignment, the EdPuzzle will be assigned within 24 business hours after the end of the session. Students will have until the next session in that course to watch the EdPuzzle video and complete the discussion question and comment. If the EdPuzzle was assigned for the last session in the course, students will have 1 weeks to watch the video, answer the discussion question and leave a comment.

Section 8 – Academic Integrity

Academic integrity is a cornerstone of the development and acquisition of knowledge, and a commitment to six fundamental values: honesty, trust, fairness, respect, responsibility, and courage. Academic integrity includes a commitment not to engage in or tolerate acts of falsification, misrepresentation, or deception – acts which violate the fundamental ethical principles of the Institute community and compromise the worth of work completed by others. The terms “academic integrity” and “academic honesty” are used interchangeably in this policy.

Students are expected to maintain a high degree of academic integrity at all times. Each student is responsible for their own conduct during their time at the institution.

Students are responsible for ensuring they are familiar with the generally accepted standards and requirements of academic honesty. Ignorance of these standards will not excuse a student from consequences, including penalties, for academic dishonesty.

Academic integrity is expected and applies to all types of submitted work (for example: assignments, exams, discussion questions and more). Any form of deception in the completion of assigned work is considered academic dishonesty, and a violation of YEDI Academic Integrity Policy.

Examples of *Forms of Academic Dishonesty and Misconduct* (Schedule A, as per the YEDI Academic Integrity Policy) may include, but are not limited to: cheating, unauthorized use of or sharing of proprietary materials (during examination, assignments and/or course work), falsification of data to gain an unfair advantage, stealing another person’s work, plagiarism, failure to cite sources, unauthorized use of Artificial Intelligence (AI) softwares (more details in the full Academic Integrity Policy) , inappropriate use of technology, and use of proprietary course materials for the purpose of teaching or tutoring.

Note: The list of examples is not exhaustive and any conduct that a student knows, or ought reasonably to know, is misconduct is subject to this policy; and it is a violation to help others or to attempt to help others engage in any of the conduct described above

For additional information on Academic Integrity, please refer to the YEDI Academic Integrity Policy.

Section 9 – Academic Standing Requirements & Support for Students

Assessment of Student Academic Progress

Student Academic Progress is monitored on an ongoing basis and reviewed weekly to ensure that students maintain proper academic standing and compliance with the approved program plan.

Academic Standing Requirements

To maintain proper Academic Standing, students are required to complete all program and course requirements within the specified timeframes. These requirements include the following:

- Attending and participating in all scheduled sessions (per this policy).
- Completing all asynchronous coursework and guided learning activities.
- Successfully submitting all mandatory assessments (ex. exams, milestone assignments, business case, etc.)
- Ensuring all submissions meet the standards of academic integrity, demonstrate the achievement of outlined learning outcomes, follow the required format, and are submitted by the posted due dates.
- Maintaining a minimum passing grade of fifty percent (50%) per course.
- Addressing any academic challenges or concerns affecting their performance

Support Pathway for Students Not Meeting Academic Requirements

If a student does not meet academic standing requirements, then within one week of non-compliance, the student will get a warning letter by email outlining concerns and expectations for improvement.

If there is no improvement in student progress within a week of the initial letter, the student will be issued a second warning letter by email. At this stage the student is expected to meet with the Program Manager and an Academic Advisor, to review their situation and get additional support, such as developing strategies for how to improve their academic performance and ensuring the student understands the potential consequences of continued non-compliance. The student will be given clear deadlines for completing the outstanding work. Moreover, the student's academic progress will be closely monitored to ensure the student is making improvements in academic performance and is following the plan.

Review of Academic Standing with Failed Courses

If a student who has previously received a warning, does not demonstrate improvement in academic performance and fails one or more courses in a given semester, then the student's academic file will be subject to further review, potentially leading to dismissal from the program. For additional information, please refer to the YEDI Student Dismissal Policy.

Support for Students

Students requiring additional support may reach out to the YEDI Student Services Department, who will connect them to either the Program Manager and/or to one of the Academic Advisors. This policy ensures that students are provided with clear expectations and support to successfully complete their program while maintaining the integrity of YEDI's academic standards. In cases of extenuating circumstances that may affect attendance, assessment completion, or academic performance, students must immediately notify the YEDI Student Services Department.

Section 10 – Repeating Courses

In order to successfully graduate from the program students who fail to meet the minimum 50% passing grade in a course will be required to repeat it in the next cycle and **pay a tuition for the course that is pro-rated in accordance with the number of credits for the course**. Students that retake a full semester will pay the regular tuition for that semester.

To apply for credit towards YEDI courses based on their prior learning, students should refer to “YEDI Credit for Prior Learning (CPL) Policy”.

Pro-Rated Tuition for Courses

The total cost of the program is divided by the cumulative number of credits. Courses have variable number of credits. The pro-rated rate for a course is calculated by multiply the cost per credit by the number of credits in that specific course.

Section 12 – Academic Appeals

1. Introduction: Upon receiving the final grade, students who wish to contest an academic matter may file an academic appeal with the Program Manager. This process is designed to ensure a fair and transparent resolution to disputes related to final course grades.

2. Filing an Academic Appeal: In the event of disagreement, students must submit a written appeal to the Program Manager within five (5) business days after the final course grades have been finalized. It is important to note that only final grades are subject to appeal.

3. Initial Review: Upon receiving the appeal, the Program Manager will schedule a meeting with the student and the lead instructor to discuss the academic standing and appeal. This meeting provides an opportunity for the student to seek clarification and ask questions.

4. Resolution Attempts: During the meeting, the student and instructor are encouraged to collaboratively resolve the matter. If an agreement is not reached, the student may escalate the appeal to the Head of the Academic Department.

5. Escalation to the Head of the Academic Department: Upon escalation, the Head of the Academic Department will conduct a thorough review, which may include consultations with both the instructor and student. Subsequent to this review, the Head of the Academic Department will make a determination, providing the final resolution.

6. Final Resolution: The decision of the Head of the Academic Department is considered final. This process ensures a comprehensive and impartial evaluation of academic appeals, promoting fairness and maintaining the integrity of the educational experience at our career college.

We believe in fostering an environment of academic excellence and fairness. This policy is in place to address concerns promptly and fairly, ensuring the best possible educational experience for our students.



York Entrepreneurship
Development Institute

YEDI Academic Integrity Policy

Purpose

York Entrepreneurship Development Institute (YEDI) views academic integrity as a cornerstone of the development and acquisition of knowledge, and a commitment to six fundamental values: honesty, trust, fairness, respect, responsibility, and courage. Academic integrity includes a commitment not to engage in or tolerate acts of falsification, misrepresentation, or deception – acts which violate the fundamental ethical principles of the YEDI community and compromise the worth of work completed by others.

To protect YEDI's reputation and its credentials, YEDI has a zero-tolerance position with respect to any academic integrity offence.

The purpose of this policy is to define: YEDI's expectations regarding academic integrity, students' responsibilities as members of the academic community; inappropriate student behaviour, whether deliberate or inadvertent, in relation to academic and scholarly activities; principles for student discipline in academic matters, and the possible sanctions should a violation occur.

The terms “academic integrity” and “academic honesty” are used interchangeably in this policy.

Scope

This policy covers the conduct of YEDI students and staff involved in any kind of related academic and scholarly activities.

Notification of Standards of Academic Honesty

- (a) Students are responsible for ensuring they are familiar with the generally accepted standards and requirements of academic honesty. Ignorance of these standards will not excuse a student from consequences, including penalties, for academic dishonesty.
- (b) Instructors are responsible to inform their students at the beginning of each term if there are additional specific criteria for academic honesty that pertain to a class or course (e.g. the format for acknowledging the thoughts and writings of authors acceptable to the underlying discipline, and the acceptable level of group work, use of an editor or tutoring services, and/or online resources).
- (c) A draft paper, proposal, thesis, or other assignment may be subject to a penalty for academic dishonesty, providing the instructor or supervisor informed the student(s) before the work was submitted that drafts are subject to academic honesty requirements.

Student Responsibilities

Students are expected to maintain a high degree of academic integrity at all times. Each student is responsible for their own conduct during their time at the institution.

Students are responsible for ensuring they are familiar with the generally accepted standards and requirements of academic honesty. Ignorance of these standards will not excuse a student from consequences, including penalties, for academic dishonesty.

Academic integrity is expected and applies to all types of submitted work (for example: assignments, exams, discussion questions and more). Any form of deception in the completion of assigned work is considered academic dishonesty, and a violation of YEDI Academic Integrity Policy.

Any action that contravenes the standard of academic integrity is prohibited, including any act of dishonesty, falsification, misrepresentation, or deception in one's academic work.

All forms of academic dishonesty that occur within or as part of a course are prohibited. See below for examples of academic dishonesty.

It is a violation to help others or attempt to help others engage in any forms of academic dishonesty or misconduct.

Forms of Academic Dishonesty and Misconduct

Examples of *Forms of Academic Dishonesty and Misconduct* may include, but are not limited to:

1. Cheating

- Cheating is any act of academic dishonesty.
- Cheating may include:
 - The purposeful, willful, and concealed use of unauthorized sources for a test, exam, or other forms of academic work.
 - Unauthorized use of or sharing of proprietary materials (during examination, assignments and/or course work). For example: copying, or allowing others to copy.
 - The act of copying for the purpose of providing advantage to yourself or another student will not be tolerated. (Copying is defined as any act of duplicating or reproducing information from another student by any means to obtain advantage for you. The methods used could be visual, oral, notes, printed matter, or electronic means.)
 - Gaining or attempting to gain access to an examination or test, or a part thereof, without permission from the instructor
 - Falsification of data to gain an unfair advantage
 - Unauthorized communication with another student in a test or exam
 - Submitting another person's work as your own or providing work for another person to submit as his or her own
 - Deliberately preventing or attempting to prevent the fair access by other students to all types of learning resources
 - Collaboration is the act of two or more students working jointly on any assignment when the Instructor has not permitted this act.

2. Plagiarism

- Plagiarism is the dishonest act of representing someone else's work as your own (in other words stealing another person's work, using another person's essential style and manner of expression). This includes, but is not limited to, homework, written papers, exams, lab assignments, published work, and more. This includes copyrighted materials.
- Plagiarism may include failure to cite sources.
- To avoid plagiarism, students should give credit explicitly and clearly, as well as provide appropriate reference to ideas, thoughts, and writings of another, whether the source is oral, from a written source such as books or journal articles, or from the Internet. By not placing direct quotes in quotation marks and footnoting the source, and by not footnoting indirect reference to another's ideas, a student has disguised the fact that the ideas and thoughts, or even exact words, come from another source first.
- When in doubt, students should consult with the Program Manager, and/or Instructor for the course. Students may use APA or MLA referencing styles and can contact Student Services Department (studentservices@yedi.ca) to borrow the hardcopies of the reference guides.

3. Unauthorized use of Artificial Intelligence (AI) Applications.

- Unless explicitly stated by the instructor or clearly described in assessment / coursework instructions, students should assume that using AI to complete assessments and coursework is prohibited.
- Using AI tools when not permitted by the instructor is considered a breach of academic integrity. If students use AI to complete assessments without permission, instructors may consider it 1) misrepresentation of personal identity or performance and/or 2) plagiarism and/or 3) cheating.
- IF the instructor gives permission to use AI, the expectation is that the student cites the output just as they would cite any other source. Using AI tools without citing or documenting them is considered a breach of academic integrity.
- Students are responsible for following their instructors' expectations for using AI tools, and are also required to acknowledge use of these tools. If they are unsure of expectations, students should seek clarification.
- Students are encouraged to keep all research notes, draft versions of work and a record of any interactions with AI tools. Students may be asked to present these if it is suspected that an AI tool was used to help complete the work. These drafts can be used to show how this work developed, and to provide evidence that the work is the students' own.
- Any violation of these guidelines will be considered academic misconduct and subject to disciplinary action in accordance with YEDI's Academic Integrity Policy.
- When in doubt, students should consult with the Program Manager, and/or Instructor for the course. Students may use APA or MLA referencing styles and can contact Student Services Department (studentservices@yedi.ca) to borrow the hardcopies of the reference guides. Some resources have been outlined below for reference:
 - i. "How Do I Cite Generative AI in MLA Style? (Updated and Revised) | MLA Style Center." MLA Style Center, 13 Aug. 2025, <https://style.mla.org/citing-generative-ai-updated-revised/>
 - ii. McAdoo, Timothy, et al. "Citing Generative AI in APA Style: Part 1—Reference Formats." *Apa Style*, 9 Sept. 2025, <https://apastyle.apa.org/blog/cite-generative-ai-references>

4. Inappropriate use of technology

5. Use of proprietary program and/or course materials for the purpose of teaching or tutoring.
6. Intentionally helping or attempting to help another student to commit any act of academic dishonesty may result in immediate expulsion.

The following behaviours, not related to a specific course, are prohibited. Falsification, Misrepresentation, Fraud, or Misuse, the dominant purpose of which is academic advantage, including:

1. forging, misusing, or altering any Institute document or record;
2. engaging in misrepresentation that may create an incorrect perception of the student's academic position or credentials;
3. obtaining any textbooks, study aids, equipment, materials, or services by fraudulent means;
4. submitting a manufactured, forged, altered, or converted document, including a forged or altered medical certificate, death certificate, or travel document to a Institute official, which the student knows, or ought reasonably to have known, to be altered;
5. impersonating an instructor, student, or other member of the Institute community;
6. engaging in any action which disadvantages the access of students to course enrolment or course materials;
7. unauthorized sharing, selling, or use of proprietary instructional, examination, textbook, assignment, or other course materials, e.g. using proprietary course materials for the purpose of teaching or tutoring.

It is a violation to help others or to attempt to help others engage in any of the conduct described above.

Note: The list of examples is not exhaustive and any conduct that a student knows, or ought reasonably to know, is misconduct is subject to this policy; and it is a violation to help others or to attempt to help others engage in any of the conduct described above.

YEDI enforces a zero-tolerance cheating and plagiarism policy. Any student who cheats or plagiarizes material for academic grading will be penalized.

YEDI's Commitment During Review of Policy Violations

YEDI recognizes that it is a serious matter for students to be involved in an academic misconduct investigation and is therefore committed to handling these matters in a respectful, timely, and thoughtful manner.

YEDI has a commitment to treat all students fairly and equitably as it upholds its reputation.

- Students must be treated fairly before being penalized for academic dishonesty or academic misconduct.
- Students are entitled to information about the alleged wrongdoing and to provide a response.
- The decision-maker must be impartial, and will make reasonable efforts to acquire all the information needed to make a fair decision and will do so in an unbiased manner.

Principles For Student Discipline

- Complaints of student academic dishonesty or academic misconduct may be resolved under the policy without penalty. Designated YEDI officials such as the Campus Director may impose penalties in certain circumstances.
- In determining whether academic misconduct has occurred, it is not necessary to show that a student has achieved an improper academic advantage or benefit. Some acts of plagiarism or collusion, or other acts of academic misconduct, may not actually confer an academic advantage or benefit.
- YEDI provides an impartial forum for a complete examination of student allegations of academic dishonesty or academic misconduct. Students will be provided with an opportunity to respond in a timely manner to allegations of academic dishonesty or academic misconduct.
- When YEDI imposes a penalty on a student for academic dishonesty or academic misconduct, the student may appeal to the Committee on Disciplinary Appeals.
- The reviewing bodies will adhere to principles of procedural fairness and natural justice. The appropriate standard for a decision in this process is proof on the balance of probabilities.
- A support person may accompany a student to any meeting concerning academic disciplinary matters.
- In deciding upon the appropriate penalty to be imposed for an act of academic dishonesty or academic misconduct, consideration must be given to the following factors:

- the extent of the academic dishonesty or academic misconduct;
- whether the academic dishonesty or academic misconduct was deliberate;
- the importance of the work in question as a component of the course or program;
- whether the act in question is an isolated incident or part of repeated acts of academic dishonesty, academic misconduct, and/or non-academic misconduct; and
- any other mitigating or aggravating circumstances.

Disciplinary Sanctions

Violations that threaten the academic integrity may be subject to disciplinary action as described in the Disciplinary Process.

Sanctions may include but are not limited to:

- Warning – A notice in writing to the student that the student is violating or has violated YEDI’s regulations.
- If a student is found to have committed one or more of the acts of academic dishonesty, the student may, at the Director’s discretion, receive a “zero” percent grade for the assignment or exam; and or may be receive a “fail” grade for the whole course.
- Academic Probation – A written reprimand for violation of a specific policy or an action with conditions set for continued enrolment at YEDI. Probation is set for a designated period and includes the probability of more severe disciplinary sanctions if the student is found to be in violation of any YEDI regulation during the period of probation. Probation must be document.
- Suspension – Separation of the student from YEDI for a designated period of time, after which the student is eligible to return. Conditions for re-admission may be specified.
- Expulsion – Termination of the enrolment and expulsion from the campus or from any campus within YEDI.

One or more of the following sanctions may be imposed on any student found to have violated the policy. This list is not meant to be progressive or exhaustive, and the College reserves the right to impose the sanction it deems appropriate.

Other than expulsion, disciplinary sanctions will not form part of the student’s permanent academic file. Documentation of disciplinary sanctions will, however, form part of the student’s confidential administrative file.

Appeals

When YEDI imposes a penalty on a student for academic dishonesty or academic misconduct, the student may appeal in writing in accordance with the YEDI Student Conflict Resolution Procedure.

Roles, Responsibilities, & Procedures For Academic Dishonesty

President has oversight of this policy. Campus Director is responsible for implementing and monitoring the operational aspects and procedures for this policy. Academic Co-ordinator, Academic Advisors, Head of Academic Department, and Instructors are jointly responsible for administering the procedures under this policy.

Responsibilities of the Instructor

- Upon becoming aware that a student may have engaged in academic dishonesty in their course, an instructor must notify the student, outlining the nature of the concern, within two (2) weeks. The student must be given the opportunity to discuss the matter with the instructor in a timely manner. Instructors should consult with the Campus Director for advice on individual cases and implementation of these procedures.
- If an instructor is not available to handle the case, the Head of Academic Department, or his or her delegate, will take over the role of the instructor.
- If the Head of Academic Department is the course instructor, an Associate Head or other appropriate administrator within the department must take over the role of the Head.

- If an instructor finds, on a balance of probabilities, that a student has engaged in academic dishonesty, the instructor may, after consulting with the departmental Academic Advisor or Chair, impose one or more of the following penalties:
 - give the student a warning;
 - require the student to redo the work, or to do supplementary work, which may be related to academic integrity;
 - assign a low grade for the work;
 - assign a grade of “F” for the work.
- The instructor must submit an academic incident report regarding the nature of the dishonesty or misconduct and the decision in a timely manner. The instructor must advise the student that the Institute will retain the report and that, in the event of any further reports of academic dishonesty, the report may be used to determine a penalty for the subsequent academic dishonesty. Submitting a report using the online system will automatically notify the student, and the Head of Academic Department. Paper copies of the report form are available through the Campus Director.

Responsibilities of the Head of Academic Department

- If the Head of the Academic Department receives information that a student has been involved in more than one case of academic dishonesty or believes that the academic dishonesty deserves a penalty more severe than that imposed by the instructor, or the instructor believes that a penalty is warranted beyond that provided for above, the Head may impose a different penalty. Heads should consult with the Campus Director for advice on individual cases and implementation of these procedures.
- The Head must give the student an opportunity to discuss the matter. After reviewing the facts of the case and any previous case(s), if the Head finds, on a balance of probabilities, that a student has engaged in academic dishonesty, the Head may impose one or more of the following penalties:
 - issue a formal reprimand to the student;
 - assign a grade less severe than “FD” (failed – academic dishonesty) for the course, including a grade of “F”;
 - assign a grade of “FD” (failed – academic dishonesty) for the course.
- The Head must submit an academic incident report regarding the nature of the dishonesty or misconduct and the decision in a timely manner. Paper copies of the report form are available through the Campus Director. A copy of the report must be sent to the student regarding the decision, with a copy to the instructor and the Registrar. The Head must advise the student that the Institute will retain the report and that, in the event of any further reports of academic dishonesty, the report may be used to determine a penalty for the subsequent academic dishonesty.
- The Head may delegate any of the Head’s responsibilities under this section to an Associate Head or other appropriate administrator within the department, excluding the imposition of penalties. The delegate would provide a recommendation, with rationale, to the Head on appropriate penalties.

Definitions

Academic Dishonesty: Refers to an act or omission that occurs within or as part of a course and contravenes the standard of academic integrity.

Academic Integrity: Refers to the values on which good academic work must be founded: honesty, trust, fairness, respect, responsibility, and courage. Academic integrity includes a commitment not to engage in or tolerate acts of falsification, misrepresentation, or deception. Such acts of dishonesty violate the fundamental ethical principles of the YEDI community and compromise the worth of work completed by others. The terms “academic integrity” and “academic honesty” are used interchangeably in this policy.

Academic Misconduct: Refers to behaviour, not related to a specific course that contravenes the standard of academic integrity.

Applicant: Means the party initiating a case before the review board. For example, a student who asks for a review of a decision made by any member of the academic faculty is the “applicant”. The other party in a dispute case is known as the “respondent.”

Complainant: Means a person who brings a complaint under this Policy.

Head of a Department: Means the head of the academic unit or a person authorized by the head of an academic unit, and includes the Head of an Academic Department.

Instructor: Means the course supervisor and includes faculty members, sessional instructors, and course supervisors for distance education courses.

Scholarly Activities: Include work or material, in any media and format that is submitted as part of credit and non-credit courses, projects, essays, assignment, exam, capstone, theses, research, practicums, discussion questions and more.

Student: Includes any of the following: a person who is applying for admission to the Institute; a student who is enrolled at the Institute in the current term and is eligible to continue; or a person enrolled at the Institute in a non-credit program or course.

YEDI Community: Means all students and employees of the YEDI, and all people who have a status at the Institute mandated by legislation or other Institute policies, including: Board of Governors, volunteers, visiting and emeritus faculty.

Access To Information and Protection Of Privacy

The information and records made and received to administer this policy are subject to the provisions of the Privacy Act. To the extent possible, the information and records will be treated in a confidential manner, in compliance with the Act and with applicable Institute policies.

YEDI staff or employee who is involved in addressing or investigating a case of alleged academic dishonesty or academic misconduct must:

- make every reasonable effort to protect personal information and maintain confidentiality;
- collect the minimum information about individuals that relates directly to a case of academic dishonesty or academic misconduct, which is considered to be supplied in confidence;
- use the information about individuals only for the purposes of, or those consistent with, addressing the situation, investigating, or taking action;
- limit disclosure of information about individuals to those within the Institute who need to know to perform their duties; and
- disclose personal information in all other circumstances only as permitted under the Privacy Act.

YEDI may disclose personal information where appropriate, including where:

- it is needed to prepare or obtain legal advice for the Institute;
- it uses the information for the purpose for which it was obtained or compiled or for a use consistent with that purpose (for example, where it is necessary to fulfill its duty of procedural fairness); or
- an employee needs the information to perform their employment duties.

Policy Review & Authority

This policy will be reviewed once every five (5) years. This policy is administered under the authority of the President. Questions of interpretation and application of this Policy or its Procedures shall be referred to the President and the Institute’s legal Counsel, who will jointly make a decision, which will be final.

Fee Refund Policy

Fee Refund Policy as Prescribed under s. 24 (2) to 33 of O.Reg. 415/06

24. (2) In sections 25 to 27,

“earned fees” means the amount of all fees paid for a vocational program that is proportional to the number of instruction hours that have taken place when a withdrawal or expulsion occurs; (“droits acquis”)

“program mid-point” means the point in the progress of a vocational program where half of the scheduled hours of instruction for the program have taken place; (“mi-parcours du programme”)

“service fee” means the lesser of 20 per cent of all vocational program fees and \$500. (“frais de service”)

Full refunds

25. If a student has entered into a contract with a career college for a vocational program, the college shall give a refund of all fees paid for the program in the following circumstances:

1. The student rescinds (cancels) the contract in writing within two days of receiving a copy of it, in accordance with section 36 of the Act.
2. Before the student completes the program, the college discontinues the program or the college's approval to provide the program is revoked by the Superintendent, but the college remains registered under the Act.
3. The college collects any fees before receiving a certificate of registration from the Superintendent.
4. The college collects any fees before the program was approved by the Superintendent.
5. The college collects any fees other than a service fee before the student has entered into a contract with the college.
6. The college expels the student in a manner or for reasons that are contrary to the college's expulsion policy.
7. The college does not provide an evaluation, in writing, of the student's progress as required under section 12.
8. The student voids the contract under subsection 18 (2) due to a statement, image or video made by the college that is prohibited under subsection 18 (1).
9. The student voids the contract under section 22 because it is missing a term required under section 20.
10. The student receives instruction from an instructor who is not qualified under section 41 for more than 10 per cent of the program's duration.

Full refunds minus service fee

26. A career college shall give a refund of all fees paid for a vocational program, except the service fee, in the following circumstances:

1. The student gives written notice to the college, before the program start date specified in the student's contract with the college, that the student is withdrawing from the program.
2. The student is admitted to the program on the condition that the student meet specified admission requirements before the program start date specified in the student's contract with the college, and the student does not meet the requirements before that day.
3. The student does not attend the program within the first 14 days of the program after the program start date specified in the student's contract with the college and is given written notice that the contract is cancelled from the college within the first 45 days of the program.
4. The college is notified by or on behalf of an international student before the program mid-point that the international student has not been issued a temporary resident visa as a member of the student class under the *Immigration and Refugee Protection Act (Canada)*.

Partial refunds

27. (1) A career college shall give a student a refund of the fees paid for a vocational program in accordance with this section if,

- a) the student withdraws from the program after the program start date specified in the student's contract with the college; or
- b) the student is expelled from the program for a reason permitted under the college's expulsion policy.

(2) If a student's program is scheduled to be up to 12 months in duration, the career college shall give a refund for the program as follows:

1. If the withdrawal or expulsion occurs before the program mid-point, the college shall give a refund equal to the amount of all fees paid, less the service fee and any earned fees.
2. If the withdrawal or expulsion occurs after the program mid-point, no refund is required for the program.

(3) If a student's program is scheduled to be more than 12 months in duration, the career college shall give a refund for the initial 12-month period of the program and any subsequent period as follows:

1. If the withdrawal or expulsion occurs before half of the scheduled hours of instruction have taken place for the period, the college shall give a refund equal to the amount of all fees paid for the period, less the service fee and any earned fees.
2. If the withdrawal or expulsion occurs after half of the scheduled hours of instruction have taken place for the period, no refund is required for that period.
3. If a period has not yet started at the time of the withdrawal or expulsion, the college shall give a refund of all fees paid for that period.

Refund of compulsory fees

28. (1) A career college may only charge or collect compulsory fees in relation to a vocational program after the fees have been published by the Superintendent under subsection 43 (2).

(2) If a career college collects a compulsory fee that has not been published by the Superintendent under subsection 43 (2), the college shall give a refund of the fee to the student on written request from the student.

No retention of refund

29. A career college shall not retain any refund of fees payable to a student under sections 25 to 28 in order to recover or set-off an amount a student owes the college for any service or program other than a vocational program offered by the college.

Timing of refunds

30. A refund payable by the career college must be issued to students within 30 days after the day a student,

(a) delivers a written notice to withdraw from the program to the college;

(b) is given a written notice of expulsion by the college; or

(c) delivers a written request for a refund to the college under subsection 28 (2).

Treatment of books and equipment

31. In calculating a refund under sections 25 to 28, a career college may retain the retail cost of books or equipment that the career college supplied to the student if the student,

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

(b) returns the books or equipment to the 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.

Notice of withdrawal for international students

32. A notice to a 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 written notice to the college that a student is rescinding (cancelling) the contract under section 36 of the Act or withdrawing from the program.

Currency

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



York Entrepreneurship
Development Institute

YEDI Student Dismissal Policy

Students are expected to meet and adhere to policies and standards while completing a program of study at YEDI. If necessary, students should request clarification from the Student Services coordinator. "Student" means a person who is presently enrolled at York Entrepreneurship Development Institute (YEDI).

Students who violate the policies and standards will be subject to the procedures and discipline outlined below, which may include immediate dismissal from the institution.

Dismissal Procedure

1. All concerns relating to student misconduct shall be directed to the Student Services Office. Concerns may be brought by staff, students or the public.
2. Student Services Office will arrange to meet with the student to discuss the concern(s) within five (5) school days of receiving the complaint. If the alleged conduct is of such a serious nature that an immediate dismissal may be warranted, a meeting with the student will be arranged as soon as is reasonably possible.
3. Following the meeting with the student, the Director of Student Services Office will conduct an investigation and determine whether the concerns are substantiated.
4. Any necessary inquiries or investigations shall be completed within five (5) school days of the initial meeting with the student.
5. The representative from the Student Services Office will meet with the student and do one of the following:
 - a. Determine that the concern(s) were unsubstantiated;
 - b. Determine that the concern(s) were substantiated, in whole or in part, and either:
 - i. Give the student a warning setting out the consequences of further misconduct;
 - ii. Set a probationary period with appropriate conditions; or
 - iii. Recommend that the student be dismissed from York Entrepreneurship Development Institute.
6. The Director of Student Services Office will prepare a written summary of the determination. A copy shall be given to the student, and the original will be placed in the student file.
7. If the student is issued a warning or placed on probation, the President and Head of Academic Department and the student will all sign the written warning or probationary conditions and the student will be given a copy. The original document will be placed in the student's file.
8. If the determination of the Director of Student Services Office is to dismiss the student, then the Director of Student Services Office will deliver to the student a letter of dismissal and a calculation of refund due or tuition owing.
9. If a refund is due to the student, YEDI will ensure that a refund is forwarded to the student within thirty (30) days of the dismissal.
10. If the student owes tuition or other fees to the institution YEDI may undertake the collection of the amount owing.

Dismissal Procedure for Academic and Non-Academic Reasons Procedure

Dismissal for Academic Reasons

1. Students will normally be dismissed if they do not make adequate academic progress according to the timelines and policies set by their chosen program and/ or the Head of Academic Department. When a student is dismissed, the academic record will indicate "Dismissed".

A student in any program who is dismissed will not be eligible to apply for readmission to the Institute for at least one year. After one year, students who have been dismissed from a program may be admitted to the same program provided they meet all admission requirements in effect for that program at the time they apply. Such applications must be accompanied by a statement from the Head of Academic Department who recommended the dismissal outlining the reasons for which the student was dismissed. Compelling evidence must be presented that a more successful outcome is likely if the student is to be readmitted. All cases for readmission must be reviewed and approved by the Director of Student Services and Head of Academic Department. Students dismissed from a program more than once are not eligible to be considered for admission to any program in the institution.

2. A student must be informed in writing/email by the Head of Academic Department of unsatisfactory progress and given an opportunity to discuss the matter with the Head of Academic Department before any recommendation for dismissal is made to the President. A student in any program who is dismissed will not be eligible to apply for readmission to YEDI for at least one (1) year. After one (1) year, students who have been dismissed from a program may be admitted to the same program provided they meet all admission requirements in effect for that program at the time they apply. Such applications must be accompanied by a statement from the Head of Academic Department who recommended the dismissal outlining the reasons for which the student was dismissed. Compelling evidence must be presented that a more successful outcome is likely if the student is to be readmitted. All cases for readmission must be reviewed and approved by the President. Students dismissed from a program more than once are not eligible to be considered for admission to any program in YEDI. The academic record will indicate "Dismissed".

Dismissed – Failure to Attend

1. A student who fails to register and/or becomes absent without leave from their program for two or more consecutive weeks may be dismissed from the program. The academic record will indicate "Dismissed – did not register". The institute will document that an attempt was made to contact Failure to register for two consecutive weeks may result in the student being dismissed. The program coordinator must first make reasonable attempts to contact the student by e-mail, telephone and/or regular mail. If there is no response after repeated attempts, the Head of Academic Department may recommend that the student be dismissed. The Head of Academic Department must submit copies of the written attempts to contact the student and a memo confirming the non-registration and non-attendance of the student to the President. The academic record will indicate "Dismissed – Failure to Attend". A student who does not complete formal dismissal/withdrawal procedures will be liable for all assessed fees until such procedures are completed.

Dismissed – for Non-academic Reasons

1. YEDI reserves the right to require a student to be dismissed from the program if the Head of Academic Department, in consultation with the Director of Student Services and President, considers the student to be unsuited to proceed with the study or practice of the chosen course. Request to dismiss for non-academic reasons would not prevent the student from immediately applying for entry into the course again.
2. The President reserves the right to require a student to be dismissed from a program of study if the Head of Academic Department, in consultation with the Director of Student Services, considers the student to be unsuited to proceed with the course. The academic record will indicate "Dismissed".

YEDI Student Conflict Resolution Procedure

Introduction and purpose

This procedure implements the Conflict Resolution Process for Student Academic Complaints and outlines the student conflict resolution process for the York Entrepreneurship Development Institute. The goal of this procedure is to provide a simple and fair process that allows for both informal and formal resolution of conflicts.

Scope and Relief Available

This procedure applies to "student academic complaints," which are complaints brought by students regarding the Institute's provision of education and academic services affecting their role as students.

Student academic complaints:

- must be based on a claimed violation of an Institute rule, policy, or established practice
- if alleging discrimination in the Institute-student relationship, may be filed under this procedure

This procedure does not limit the Institute's right to change rules, policies, or practices.

Complaints Not Covered

This procedure does not apply to student complaints regarding

- Institute employment
- grades
- applicant complaints regarding Institute admission decisions

Relief available under this procedure.

Resolution of complaints under this procedure may include student reinstatement or other corrective action for the benefit of the student, including refunds, but may not award monetary damages, or take disciplinary action against any employee of the Institute.

Process for Resolving Student Academic Complaints

1. Informal Resolution

The first step of any resolution should be at the lowest unit level, between the parties involved or the parties and an appropriate third party (e.g., other faculty, department chair, administrator). If no informal resolution is reached at the lowest unit level, a student may seek informal resolution at the academic department level with the other party and higher level administrators. If the issue is not resolved informally, the student may seek formal resolution as outlined below.

2. Formal Resolution of Student Academic Complaints

If no informal resolution has been reached, administrative units will provide a review process appropriate to the issue raised by the student academic complaint, as described below.

Within Academic Department

1. **The Department Appoints an Academic Complaint Officer.** Each Academic Department unit must appoint an Academic Complaint Officer who will be a faculty member who holds no other administrative appointment. The Academic Complaint Officer may be appointed for a set term or when a complaint arises. The Academic Complaint Officer may not have a direct interest in the dispute.
2. **The Student Files a Complaint.** A student must file a written student academic complaint to the Head of Academic Department's Office. Oral submissions by the student will also be accepted. Students bringing forth a complaint may have a person present with the student at all stages of the proceedings. Accompanying persons may also make an oral submission on the students behalf. The student may use a complaint form, or submit a written complaint letter which must identify the student; the respondent; the individuals involved; the incident; the rule, policy, or established practice alleged to have been violated; and a brief statement of the remedy the student is seeking.
3. **The Academic Complaint Officer Receives and Attempts to Informally Resolve the Complaint.** The best Academic Complaint Officer will review the complaint. The Academic Complaint Officer will meet as needed with the student and the respondent or other individuals involved to try again to reach a satisfactory, mutually acceptable informal resolution.
4. **The Academic Complaint Officer Determines Whether the Complaint Falls Within the Scope of this Procedure.** If the Academic Complaint Officer is unable to informally resolve the student academic complaint, the student is entitled to a hearing, assuming the complaint is covered as defined by this procedure. If the Academic Complaint Officer determines that a complaint or any portion of it is not a "student academic complaint" subject to this procedure, the Officer will notify the student of that decision in writing. The student may appeal that decision to the senior academic administrator, following paragraph 10 below.
5. **The Respondent Provides a Written Response.** If the Officer concludes that the complaint or any portion of it falls within the scope of this procedure, the Officer will require the respondent(s) to provide a written response to the complaint. The response is due within 15 calendar days after notice that a response is required, unless there are compelling reasons for delay.
6. **Appeal.** If any party is not satisfied with a decision, the party may appeal to the appropriate senior academic administrator. The purpose of the appeal is to determine whether the parties have been afforded due process. The student must file a written appeal to the senior academic administrator within 10 calendar days of receipt of the last decision. The student must explain the basis for the appeal. The senior academic administrator has the discretion to decide how to process the appeal. The appeal may be handled by written submissions or oral presentations to the senior academic administrator or delegate, or the senior academic administrator may set up an appellate hearing panel to hear the appeal and provide a recommendation before making a decision. In any case, the senior academic administrator will provide a written decision to the parties. The senior academic administrator will issue a decision within 30 days of the filing of the appeal, unless there are compelling reasons for delay. If a student is not satisfied with the resolution of his or her complaint in accordance with the procedure set out above, the student may refer the matter to the Superintendent and shall include in his or her application to the Superintendent a copy of the record referred to in clause 8.
7. **Complaint Record.** YEDI will maintain a record of every complaint at the Administrative Office for a period of three (3) years from the decision date. The record shall include a copy of the complaint, of any submission filed with respect to the complaint and of the decision; and the student who makes the complaint shall be provided with a copy of the record.

All meetings regarding the complaint will be minuted and all submissions regarding the complaint will be shared with the complainant.

If not resolved at this level, the student may submit a student complaint electronically to the Superintendent of Private Career Colleges through the PARIS System

(<https://www.pcc.tcu.gov.on.ca/PARISExtWeb/public/register.xhtml>).

YEDI Sexual Misconduct and Violence Policy

Purpose

- For all members of the York Entrepreneurship Development Institute (YEDI) community to work and study in an environment that is free from any form of sexual violence and misconduct.
- To set out the way in which we address sexual violence.
- To ensure that those who are affected by sexual violence are believed and appropriately accommodated and that YEDI has an investigative process that protects the rights of individuals and holds individuals who have committed an act of sexual violence / sexual misconduct accountable.

Scope

All members of the YEDI community including but not limited to: students, employees, governors, contractors, suppliers of services, individuals who are directly connected to any YEDI initiative, volunteers, and visitors.

Definition of Sexual Misconduct and Violence

In this policy “sexual misconduct” and “sexual violence” are used interchangeably, and mean 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 exploitation
- sexual assault
- sexual harassment
- stalking
- indecent exposure
- voyeurism
- the distribution of a sexually explicit photograph or video of a person to one or more persons other than the person in the photograph or video without the consent of the person in the photograph or video and with the intent to distress the person in the photograph or video
- the attempt to commit an act of sexual misconduct
- the threat to commit an act of sexual misconduct

Key Definitions

Sexual assault. A criminal offence under the Criminal Code of Canada. Sexual assault is any type of unwanted sexual act done by one person to another that violates the sexual integrity of the victim and involves a range of behaviours from any unwanted touching to penetration. Sexual assault is characterized by a broad range of behaviours that involve the use of force, threats, or control towards a person, which makes that person feel uncomfortable, distressed, frightened, threatened, or that is carried out in circumstances in which the person has not freely agreed, consented to, or is incapable of giving consent.

Sexual violence. 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, including sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

Survivor. Some who have experienced sexual violence may choose to identify as a survivor. Individuals might be more familiar with the term “victim.” We use the term survivor throughout this Policy where relevant because some who have experienced sexual assault believe they have overcome the violent experience and do not wish to identify

with the victimization. It is the prerogative of the person who has experienced these circumstances to determine how they wish to identify.

Vulnerable Person. When an individual is in a position of dependency on others, because of their age, a disability or other circumstances, whether temporary or permanent, or is otherwise at a greater risk than the general population of being harmed by a person in a position of trust or authority towards them.

Respondent. A person(s) against whom a complaint is being made.

Policy

1. General

YEDI is committed to being a safe and positive space where members of the YEDI community feel able to work, learn, and express themselves in an environment free from sexual violence. We endeavour to reduce sexual violence in the YEDI community and create a safe space for survivors and those who are affected by sexual violence.

All reported incidents of sexual violence will be investigated and in a manner that ensures due process. It is the intention of YEDI that individuals feel comfortable about making a report in good faith about sexual violence that they have experienced or witnessed.

YEDI recognizes that sexual violence can occur between individuals regardless of sexual orientation, gender, gender identity, or relationship status as articulated in the Ontario Human Rights Code. We also recognize that individuals who have experienced sexual violence may experience emotional, academic, financial, or other challenges.

YEDI is committed to:

- Participating with internal and external stakeholders in the creation of a campus atmosphere in which sexual violence is not tolerated
- Treating individuals who disclose sexual violence with compassion and recognizing them as a decision maker regarding their interests
- Assisting those who have been affected by sexual violence by providing choices, including detailed information and support, which may include a provision of and/or referral to counselling and medical care, information about legal options, and appropriate academic, work, and other accommodations
- Ensuring that those who disclose that they have been sexually assaulted have their experiences validated, and that their right to dignity and respect is protected throughout the process of disclosure, investigation, and institutional response
- Engaging in appropriate procedures for investigation and adjudication of a complaint that ensures fairness and due process
- Ensuring coordination and communication among the various departments that are most likely to be involved in the response to sexual violence on campus
- Engaging in public education and prevention activities, which include appropriate training of the YEDI community about responding to the disclosure of sexual violence, and
- Providing information

YEDI will include a copy of the Sexual Misconduct and Violence Policy in the Student & Employee Handbooks and will include a statement in every student enrollment contract made between YEDI and our students indicating where the student can find the policy for review; and YEDI will provide a copy of the Policy to all managers, instructors, employees, and contractors, and will train them about the policy and its processes of reporting, investigating, and responding to complaints of sexual harassment and/or sexual violence involving our students.

The Sexual Misconduct and Violence Policy will be published on our website and the internal student portal.

2. Reporting and responding to sexual violence

Any member of the YEDI community who has been subject to sexual violence is encouraged to immediately report such an incident. Any member of the YEDI community who has witnessed, or who has knowledge of, an incident of sexual violence perpetrated against another member of the YEDI community is encouraged to immediately report such an incident. Persons in a position of authority at YEDI, including but not limited to, all those who supervise others, shall take immediate action to respond to or to prevent sexual violence from occurring. Where YEDI has become aware of an incident of sexual violence, or a threat of sexual violence, YEDI will take all reasonable steps to ensure the safety

of the YEDI community. Where an incident of sexual violence or a threat of sexual violence poses a risk to the safety of a member(s) of the YEDI community, precautions may include the provision or disclosure of relevant information to an employee(s), and/or to others at risk.

3. Complaint process

A complaint of sexual assault or any other kind of sexual violence can be filed under this Policy by any member of the YEDI community. All members of the YEDI community are expected to report incidents of sexual misconduct they witness or have knowledge of, or they have reason to believe has occurred or may occur, to the **Campus Director**. Members who have been affected by sexual misconduct are encouraged to come forward to report the incident as soon as they are able to do so.

A person may choose to disclose sexual misconduct without making a formal report. In these circumstances, a disclosure/complaint may not result in a report being made and, therefore, may not initiate a formal process. In such circumstances, appropriate support will be provided on the basis of availability. An individual who discloses an allegation of sexual misconduct should be made aware that there are a range of reporting options available to them and that they may choose any of the options or any combination of the options, including:

- a) Disclosure Only – a victim/survivor may wish to tell someone about the incident in order to seek support but may not want to make a report to police or campus authorities.
- b) Police – a victim/survivor may wish to make a formal report of a sexual assault or other criminal incident of sexual misconduct to police. Victims/ survivors should be offered the services of a campus based sexual assault response worker (where they exist) or a community-based support worker to accompany them and to provide emotional support

For the purposes of this document, a report is a formal notification of an incident of sexual misconduct to someone at the post-secondary institution accompanied by a request for action. The actual process/procedures may vary in relation to the nature of the disclosure/complaint or report (for example, whether or not there has also been a report to law enforcement).

To make a formal complaint, the student may file a written] submission. Students bringing forth a complaint may have a person present with the student at all stages of the proceedings. Accompanying persons may also make a submission on the student's behalf. All oral submissions made to the **Campus Director** will be documented, in order, to be fall under an official report. The complaint must detail the incident(s), including date, time, location, and individuals involved.

Complaints should be filed within 90 calendar days of the occurrence of the incident or from the date upon which the student should reasonably have known about the matter(s) they are complaining about.

YEDI will seek to achieve procedural fairness in dealing with all complaints. As such, no sanction and/or disciplinary action will be taken against a person or group without their knowledge where there is an alleged breach of this Policy. Respondents will be given reasonable notice, with full detail of the allegations, and provided with an opportunity to answer to the allegations made against them. A complainant has the right to withdraw a complaint at any stage of the process. However, YEDI may continue to act on the issue identified in the complaint in order to comply with its obligation under this Policy and/or its legal obligations. YEDI may also continue to act when there is a threat to the safety of the YEDI community.

4. Investigations and responding to disclosures/ complaints and reports of sexual misconduct

Where a complaint of sexual misconduct has been reported to YEDI, then YEDI will exercise care to protect and respect the rights and confidentiality and privacy of both the complainant and the respondent. Persons in a position of authority, including persons directing the activities of others, shall take immediate action to respond to or to prevent sexual assault/sexual misconduct from occurring. YEDI understands that individuals who have experienced or been affected by sexual misconduct may wish to control whether and how their experience will be dealt with by the police and/or YEDI. In most circumstances, the person will retain this control. However, in certain circumstances, YEDI may be required to initiate an internal investigation and/or inform the police of the need for a criminal investigation, even without the survivor's consent, if YEDI believes that the safety of other members of YEDI community is at risk.

All reported incidents of sexual misconduct will be investigated in a manner that ensures due process as outlined in the procedures below.

1. Under this Sexual Misconduct Policy, any student of YEDI may file a report of an incident or a complaint to the Campus Director in writing. The other officials, offices or departments that will be involved in the investigation are the Student Services, Compliance Manager, and YEDI management as necessary.
2. Upon receipt of a report of an incident or a complaint of alleged sexual misconduct being made, the Campus Director will respond promptly and:
 - a) determine whether an investigation should proceed and if the Complainant wishes to participate in an investigation;
 - b) The Complainant will not be asked irrelevant questions during the investigation process by the college's investigators, including irrelevant questions relating to the student's sexual expression or past sexual history.
 - c) determine who should conduct the investigation having regard to the seriousness of the allegation and the parties involved;
 - d) determine whether the incident should be referred immediately to the police; and
 - e) determine what interim measures ought to be put in place pending the investigation process such as:
 - No-contact directives to prevent the Respondent and the Complainant from interacting or being in proximity to each other on campus.
 - Academic Accommodations that temporarily adjust academic schedules, assignments, or exams to minimize disruption to the Complainant's studies.
 - Sharing various resources for counseling services, support groups, or other mental health resources to assist the Complainant during the investigation process.
3. Once an investigation is initiated, the following will occur:
 - a) The Complainant and the Respondent will be advised that they may ask another person to be present throughout the investigation;
 - b) The Complainant will be interviewed to ensure a complete understanding of the allegation and gathering additional information that may not have been included in the written complaint such as the date and time of the incident, the persons involved, the names of any person who witnessed the incident and a complete description of what occurred;
 - c) The Respondent will be informed of the complaint and interviewed, providing details of the allegations and giving the Respondent an opportunity to respond to those allegations and to provide any witnesses the Respondent feels are essential to the investigation;
 - d) Interviews will be conducted with any person involved or who has, or may have, knowledge of the incident and any identified witnesses;
 - e) Interviews may be recorded via audio, video, or as a written report, for the purpose of documentation for the investigation. Reasonable updates will be provided to the Complainant and the Respondent about the status of the investigation.

4. Following the investigation, the Campus Director will:

- a) Review all of the evidence collected during the investigation;
- b) Determine whether sexual misconduct occurred; and if so
- c) Determine what disciplinary action, if any, should be taken.

5. Disciplinary Measures

If the complaint is sustained following an investigation and it is determined by YEDI that the Respondent did engage in sexual violence, immediate disciplinary or corrective action will be taken. YEDI will decide on the appropriate disciplinary actions. This may include:

- a) disciplinary action up to and including termination of employment of instructors or staff (and the instructor or staff shall not subsequently be re-employed); or
- b) expulsion of a student; and /or
- c) the placement of certain restrictions on the Respondent's ability to access certain premises or facilities; and/or
- d) any other actions that may be appropriate in the circumstances., including extra training as required

If an employee and/or staff of YEDI commits an act of sexual misconduct toward a student enrolled at a career college, YEDI may discharge or discipline the employee for that act, and,

- (a) the discharge or disciplinary measure is deemed to be for just cause for all purposes;
- (b) the employee is not entitled to notice of termination or termination pay or any other compensation or restitution as a result of the discharge or disciplinary measure; and
- (c) despite subsection 48 (17) of the *Labour Relations Act, 1995*, and despite any provision of a collective agreement or employment contract specifying a penalty for the infraction, no arbitrator, arbitration board or other adjudicator shall substitute any other penalty for the discharge or disciplinary measure imposed by YEDI.

If YEDI employee commits an act of sexual misconduct toward a student enrolled at the career college and YEDI discharges the employee for that act or the employee resigns from their employment, YEDI shall not subsequently re-employ the employee. If YEDI determines that it has re-employed an individual contrary to this policy, YEDI shall discharge the employee, per discharge points (a) to (c) mentioned above.

An agreement between YEDI and any person, shall not contain any term that, directly or indirectly, prohibits YEDI or any person related to YEDI from disclosing that a complaint has been made that a YEDI employee committed an act of sexual misconduct toward a student, and any such term that is included in an agreement is void. YEDI may enter into an agreement that contains a term described above if the student requests that YEDI do so, provided that,

- (a) the student has had a reasonable opportunity to receive independent legal advice;
- (b) there have been no undue attempts to influence the student with respect to the request;
- (c) the agreement includes an opportunity for the student to decide to waive their own confidentiality in the future and the process for doing so; and
- (d) the agreement is of a set and limited duration.

6. Appeal

Should the Complainant or the Respondent not agree with the decision resulting from the investigation, he or she may appeal the decision to the Campus Director within 10 business days by submitting a letter addressed to Campus Director advising of the person's intent to appeal the decision. An external reviewer may be engaged if necessary. The appeal must clearly outline the grounds for appeal and provide any supporting evidence or documentation. Appeals may be considered based on procedural irregularities, new evidence that was not reasonably available during the initial investigation, or claims of bias or conflict of interest. The appeal should focus on demonstrating how the original decision was inconsistent with the policies and procedures outlined in YEDI's Sexual Misconduct and Violence Policy. Following the review, the Campus Director will issue a decision based on the evidence presented (including consideration of an external reviewer, if applicable), and the merits of the appeal. The decision will be final and will be communicated in writing to the relevant parties.

7. Protection from reprisals, retaliation or threats

It is a violation of this Sexual Violence and Misconduct 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.

YEDI will take reasonable steps to protect persons from reprisals, retaliation, and threats. This may entail, for example, advising individuals in writing of their duty to refrain from committing a reprisal and sanctioning individuals for a breach of this duty. YEDI may also address the potential for reprisals by providing an accommodation appropriate under the circumstances.

YEDI students that, in good faith, report an incident of, or make a complaint about, sexual violence, will not be subject to discipline or sanctions for violations of the career college's policies relating to drug or alcohol use at the time the alleged sexual violence occurred.

8. Unsubstantiated or vexatious complaints / Making false statements

If a person, in good faith, discloses or files a sexual violence complaint that is not supported by evidence gathered during an investigation, that complaint will be dismissed.

Disclosures or complaints that are found, following investigation, to be frivolous, vexatious or bad faith complaints, that is, made to purposely annoy, embarrass or harm the Respondent, may result in sanctions and/or discipline against the complainant.

It is a violation of this Sexual Misconduct and Violence Policy for anyone to knowingly make a false complaint of sexual violence or to provide false information about a complaint. Individuals who violate this Sexual Misconduct and Violence Policy are subject to disciplinary and / or corrective action up to and including termination of employment of instructors or staff or expulsion of a student.

9. Confidentiality

Confidentiality is particularly important to those who have disclosed sexual violence. The confidentiality of all persons involved in a report of sexual violence must be strictly observed and YEDI will do its best to respect the confidentiality of all persons, including the complainant, respondent, and witnesses, by restricting routine access to information to individuals with a need for such access, as well as providing education and training to those who are regularly involved in the administration of reports and complaints.

Where YEDI becomes aware of an allegation of sexual violence by a member of the YEDI community against another member of the YEDI community, YEDI may also have an obligation to take steps to ensure that the matter is dealt with in order to comply with YEDI's legal obligation and/or its policies to investigate such allegations. In such cases, certain YEDI management will be informed about the reported incident on a 'need to know' and confidential basis, but not necessarily of the identities of the persons involved.

YEDI will ensure that the documentation is kept in a separate file from that of the Complainant/ student or the Respondent. YEDI recognizes the right of the Complainant not to report an incident of or make a complaint about sexual misconduct or not request an investigation and not to participate in any investigation that may occur.

In certain circumstances, YEDI may be required by law or its internal policies to initiate an internal investigation and/or inform police without the Complainant's consent and confidentiality cannot be assured in the following circumstances: An individual is at imminent risk of self-harm, An individual is at imminent risk of harming another, and/or There are reasonable grounds to believe that others in the YEDI or wider community may be at risk of harm.

In such circumstances, information would only be shared with necessary services to prevent harm, and the name of the survivor would not be released to the public.

10. Accommodations and Supports

In all cases, YEDI will appropriately accommodate the needs of its students who are affected by sexual violence. Students who have been affected by sexual misconduct and/or sexual violence, as well as members of the YEDI community to whom a student has disclosed an incident of sexual violence, are encouraged to access information and support from the Campus Director and/or Student Services. YEDI will assist individuals who have experienced sexual misconduct, and/or sexual violence in obtaining counselling and medical care and provide them with information about related supports and services available in the community as set out in **Resources** section of this Policy. Students that they are not required to report an incident of, or make a complaint about, sexual violence under the process in order to obtain supports and services. To obtain such supports and services, students may contact the Student Services Department by emailing at studentservices@yedi.ca.

11. Review

YEDI shall ensure that student input is considered in the development of its Sexual Misconduct and Violence Policy and every time it is reviewed or amended. YEDI shall review its Sexual Misconduct and Violence Policy every 3 years after it is implemented and amend it where appropriate. Last amendment was done June 2024.

12. Collection of Student Data

YEDI shall collect and be prepared to provide upon request by the Superintendent of Ontario Career Colleges such data and information as required according to Subsections 32. 3 (8), (9) and (10) of Schedule 5 of the Ontario Career Colleges Act, 2005 as amended. The data collected may include:

1. The number of times supports, services and accommodation relating to sexual violence are requested and obtained by students enrolled at YEDI, and information about the supports, services and accommodation.
2. Any initiatives and programs established by YEDI to promote awareness of the supports and services available to students.
3. The number of incidents and complaints of sexual violence reported by students, and information about such incidents and complaints.
4. The implementation and effectiveness of the policy.

YEDI will make reasonable steps to ensure that information provided to the Superintendent pursuant to subsection (8) does not disclose personal information within the meaning of section 38 of the *Freedom of Information and Protection of Privacy Act*.

Resources

The following represents a list of Provincial Rape Crisis Centres that could be used as a resource:

1. Canadian Association of Sexual Assault Centres

Assaulted Women's Helpline

English

Toll Free: 1-866-863-0511

#SAFE (#7233) on Bell, Rogers, Fido, or Telus mobile TTY: 416-364-8762

www.awhl.org

Fem'aide

Francais

Telephone Toll-Free: 1-877-336-2433

ATS: 1-866-860-7082

www.femaide.ca

2. Sexual Assault/Domestic Violence Treatment Centres

<p>Toronto Oasis Centre des Femmes Telephone: 416-591-6565 Courriel: services@oasisfemmes.org http://oasisfemmes.org/</p> <p>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</p>	<p>Peel Region Hope 24/7 (formerly the Sexual Assault/Rape Crisis Centre of Peel) Crisis: 1-800-810-0180 Office: 905-792-0821 http://hope247.ca</p>
<p>London Sexual Assault Centre London Crisis: 519-438-2272 Office: 519-439-0844 TTY: 519-739-0690 sacl@sacl.ca www.sacl.ca</p> <p>London Abused Women's Centre Office: 519-432-2204 Email: info@lawc.on.ca http://lawc.on.ca</p>	<p>Oakville Sexual Assault & Violence Intervention Services of Halton Crisis: 905-875-1555 or 1-877-268-8416 Office: 905-825-3622 www.savisofhalton.org</p>
<p>Hamilton Sexual Assault Centre (Hamilton and Area) Crisis: 905-525-4162 Office: 905-525-4573 TTY: 905-525-4592 www.sacha.ca</p>	<p>Windsor Sexual Assault Crisis Centre of Essex County Crisis: 519-253-9667 www.saccwindsor.net</p> <p>Guelph Guelph-Wellington Women in Crisis Crisis: 519-836-5710 1-800-265-7233 Office: 519-823-5806 www.gwwomenincrisis.org</p> <p>Kitchener-Waterloo Sexual Assault Support Centre of Waterloo Region Crisis: 519-741-8633 Office: 519-571-0121 info@sascwr.org www.kwsasc.org</p>



York Entrepreneurship
Development Institute

YEDI Learning Platforms Security Policy

Purpose

The purpose of this policy is to ensure that all databases and learning platforms used by YEDI are reinforced with appropriate security features to protect the personal information and coursework stored within the platform.

Scope

This policy applies to all learning platforms or databases used by YEDI for student relationship management or program delivery:

1. If personal information is collected from users of learning platforms used for student relationship management or program delivery, a notice of collection must be provided to the users (for example, students, instructors, administrators, etc.) regarding the collection, use, retention and disclosure of their personal information. Any existing collection notices must be updated to include reference to online learning platforms and any data kept within.
2. YEDI must regularly monitor information storage services to ensure the least amount of access is maintained (i.e., to remove old/non-active users, re-evaluate permissions needed, etc.). Any necessary information linked to the user should be backed-up and stored under an administrator access level to meet obligations for record retention (i.e. attendance records).
3. Any learning platforms or databases used for student relationship management or program delivery must have encryption capabilities for e-mail and stored documents if those features are available.
4. YEDI must tailor user access according to the specific functions and authority of the user. Access levels should be reviewed regularly to ensure that users only have access to the data they need to perform their job duties.
5. Learning platforms or databases must be reinforced with regular updates and patches to ensure any new security features are applied to the technology in use. YEDI must ensure that updates and patches are implemented in a timely manner to maintain the security and integrity of the learning platform.

By implementing this policy, YEDI can ensure the security of personal information and coursework stored within learning platforms, protect the privacy of students, instructors, and administrators, and maintain the trust of its stakeholders.



York Entrepreneurship
Development Institute

YEDI Security Breach Policy

Purpose

This policy outlines the procedures for investigating and responding to security breaches of all databases and platforms used for student relationship management or program delivery in order to prevent future breaches and maintain the confidentiality of student and staff data.

This policy applies to all staff and administrators of YEDI who have access to any database or platform used for student relationship management or program delivery:

1. Confidentiality agreements: All staff and administrators with access to databases or platforms used for student relationship management or program delivery sign a confidentiality agreement acknowledging their responsibility to maintain the confidentiality of all student and staff data.
2. Reporting security breaches: Any staff or administrator who discovers a security breach must report it immediately to the designated YEDI authority and the IT department.
3. Investigation of security breaches: Once a security breach has been reported, the designated YEDI authority and the IT department must immediately investigate the breach to determine its scope, impact, and cause.
4. Notification of affected individuals: If a security breach impacts the confidentiality of student or staff data, the affected individuals will be notified as soon as possible. Notification must include information about the scope and nature of the breach, steps taken to mitigate its impact, and the actions individuals can take to protect their personal information.
5. Preventing future breaches: Following any security breach, the designated YEDI authority and the IT department must implement measures to prevent future breaches. This may include but not limited to updating security protocols, implementing additional security measures, or providing additional training to staff and administrators.
6. Review and update: This policy will be reviewed and updated on a regular basis to ensure that it remains effective and up-to-date with the latest security best practices.

By implementing this policy, YEDI can ensure the security of student and staff data, prevent security breaches, and maintain the trust of its stakeholders.

YEDI Student Authentication & Credentials Privacy Policy

Purpose

This policy outlines the procedures to be followed by YEDI students to ensure that their student management system and learning platform credentials are secure and that their identity is authenticated during admissions and evaluations. The policy is intended to ensure that the privacy and security of student information is maintained and that students do not permit unauthorized access to their accounts.

Scope

This policy applies to all YEDI students who have access to the student management system and learning platform:

1. Students are responsible for keeping their student management system and learning platform credentials secure. This includes keeping their username and password confidential and not sharing it with anyone else.
2. Students have an obligation not to permit someone else to take part in their lessons or evaluations. Sharing access to student accounts with others is strictly prohibited.
3. Students are required to confirm their identity during the admissions and evaluations process. This can be done by providing a government-issued ID, such as a passport or driver's license.
4. Students are encouraged to use strong passwords that are not easily guessed or duplicated across multiple accounts. Students should also change their passwords periodically to maintain account security.
5. Students should immediately report any suspicious activity or unauthorized access to their account to the appropriate school authorities.
6. Students should log out of their student management system and learning platform accounts after each use and not save passwords on public computers.
7. Students should be aware of phishing scams and other attempts to obtain their login credentials. Students should not respond to emails or messages that request their account information.

Any violation of this policy may result in disciplinary action, up to and including suspension or expulsion. By following this policy, students can help maintain the security and privacy of their student information and ensure that their identity is authenticated during admissions and evaluations. By using YEDI's learning platforms and databases used for student relationship management or program delivery, you consent to following instructions and procedures outlined in this policy. If you have any questions about YEDI Student Credentials Privacy Policy, please contact YEDI Student Services at studentservices@yedi.ca.

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