

# JoinAir Helicopters Inc. Student Policies

#### Table of Contents

| Attendance Policy                                | 3    |
|--|------|
| Cellphone Policy                                 | 4    |
| Dismissal Policy                                 | 5    |
| Dispute Resolution Policy                        | 6    |
| Refund Policy                                    | 7    |
| Respectful and Fair Treatment of Students Policy | 9    |
| Sexual Misconduct Policy                         | 10   |
| Student Refund Guidelines                        | 13   |
| Student Statement of Rights                      | . 14 |

#### Attendance Policy

- 1. The minimum attendance requirements for students are as follows:
  - Students must fulfill the requirements layout as per Transport Canada, the flight training outline, and flight training manual.
- 2. The consequences for students who do not meet the minimum attendance requirements listed above are as follows:
  - Students will not achieve their Pilot Licence, through lack of Ground School Training or flight instruction.
- 3. The process by which students must report an absence is as follows:
  - By phone, email, or text to the Office Manager or their Flight instructor.

# Cellphone Policy

JoinAir Helicopters Inc is committed to ensuring that its learning environment is a safe environment for staff and students.

Cellphones are a useful tool but can also be a distraction and, in some cases, unsafe. Student cellphones must be turned off during the following activities:

- Safety Briefings
- Classroom Sessions
- Flight Training

If repeated infractions occur, your Flight Instructor retains the right to hold your cellphone until the end of the training session.

# Dismissal Policy

- 1. JoinAir Helicopters Inc. may dismiss a student from a program on any of the following grounds:
  - Use of drugs or alcohol during school hours or afterhours on premises
  - Display of obscene language or behavior
  - Sexual harassment
  - Harassment
  - Bullying
  - Discrimination
  - Not showing up for planned lessons without just cause
- 2. The process by which a student may be dismissed from a program is as follows:
  - The Owner/CFI will have a meeting with the student to discuss their actions.
  - Students will be asked to sign a letter stating the incident as per 2.6 Flight Training Manual.
  - In the event that a student intentionally does not follow instruction by the Owner/CFI, a written warning will be issued, or suspension in writing depending on the circumstances.

# Dispute Resolution Policy

- 1. This policy governs complaints from students respecting JoinAir Helicopters Inc. and any aspect of its operations. Students will not be subject to any form of retaliation or charged any fees as a result of filing a complaint.
- 2. All student complaints must be made in writing.
- 3. The student must provide the written complaint to the below primary JoinAir contact who will then be responsible for making determinations in respect of complaints:
  - Craig Joiner Accountable Executive craig@joinairhelicopters.ca.
  - b. If the above mentioned contact is absent and/or named in the complaint, the student may bring the written complaint to the below secondary JoinAir contact who will then be responsible for making determinations in respect of complaints.
    - Whitney Bergen
      Office Manager
      info@joinairhelicopters.ca
- 4. The process by which the student complaint will be handled is as follows:
  - a. Student complaints will be reviewed by the primary JoinAir contact, or the secondary JoinAir contact if required.
  - b. A meeting will be arranged with the student to discuss the complaint and a letter will be issued to the student to sign stating the complaint has been discussed.
  - c. Written reasons for the determination and the reconsideration (if any) will be provided to the student within 30 days after the date on which the complaint was made.
- 5. The student making the complaint may be represented by an agent or a lawyer.
- 6. JoinAir will retain a single file of all complaints made by students and decisions issued under the dispute resolution policy for five years. These records will be accessible, on request, by the registrar of PTIB.

If the student is or was enrolled in an approved program, is dissatisfied with the determination, and has been misled by the institution regarding any significant aspect of that program, he or she may file a complaint with the Private Training Institutions Branch. (www.privatetraininginstitutions.gov.bc.ca). Complaints must be filed with PTIB within one year of the date a student completes, is dismissed from, or withdraws from the program.



# Refund Policy

There will be no refunds issued for the costs of textbooks and supplies once the student has received them.

- 1. If JoinAir Helicopters Inc receives tuition from the student, or a person on behalf of the student, the institution will refund the student, or the person who paid on behalf of the student, the tuition that was paid in relation to the program in which the student is enrolled if:
  - a) the institution receives a notice of withdrawal from the student no later than seven days after the effective contract date and before the contract start date;
  - b) the student, signs the student enrolment contract seven days or less before the contract start date and the institution receives a notice of withdrawal from the student between the date the student, signed the student enrolment contract and the contract start date; or
- 2. JoinAir Helicopters Inc will refund the tuition for the program paid by the student or a person on behalf of the student enrolled in the program if the student is enrolled in the program without having met the admission requirements and did not misrepresent his or her knowledge or skills when applying for admission.
- 3. If a student does not attend any of the first 30% of the hours of instruction to be provided during the contract term, JoinAir Helicopters Inc may retain up to 50% of the tuition paid under the student enrolment contract.
- 4. If the institution receives a notice of withdrawal from a student:
  - a) more than seven days after the effective contract date and
    - i. at least 30 days before the contract start date, the institution may retain up to 10% of the tuition due under the student enrolment contract, to a maximum of \$1,000.
    - ii. less than 30 days before the contract start date, the institution may retain up to 20% of the tuition due under the student enrolment contract, to a maximum of \$1,300.
  - b) after the contract start date
    - i. and up to and including 10% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 30% of the tuition due under the student enrolment contract.
    - ii. and after 10% but before 30% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 50% of the tuition due under the student enrolment contract.
- 5. If JoinAir Helicopters Inc. provides a notice of dismissal to a student and the date the institution delivers the notice to the student is:

- a) equal to or before 10% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 30% of the tuition due under the student enrolment contract.
- b) after 10% but before 30% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 50% of the tuition due under the student enrolment contract.
- 6. JoinAir Helicopters Inc will refund fees charged for course materials paid for but not received if the student provides a notice of withdrawal to the institution or the institution provides a notice of dismissal to the student.
- 7. Refunds required under this policy will be paid to the student, or a person who paid the tuition on behalf of the student, within 30 days:
  - a) of the date the institution receives a student's notice of withdrawal,
  - b) of the date the institution provides a notice of dismissal to the student,
  - c) of the date that the registrar provides notice to the institution that the institution is not complying with section 1(c) or 2 of this policy, or
  - d) after the first 30% of the hours of instruction if section 3 of this policy applies.
- 8. If an international student delivers a copy of a refusal of a study permit to the institution sections 1(a), 1(b), 4, 7, and 8 of this policy apply as if the copy of the refusal were a notice of withdrawal, unless:
  - a) the international student requests an additional letter of acceptance for the same program that was the subject of the refusal of a study permit.

#### Respectful and Fair Treatment of Students Policy

JoinAir Helicopters Inc. is committed to ensuring that its learning environment promotes the respectful and fair treatment of all students.

While on **JoinAir Helicopters Inc.** premises, or in the course of activities or events hosted by **JoinAir Helicopters Inc.**, the following activities are prohibited:

- Bullying
- Harassment
- Discrimination

If under any circumstances, a prohibited activity occurs, the following outlines the process for addressing the activity:

- Students will be required to put in writing the incident that occurred;
- Both the student who acted in the prohibited activity(s) and the student who was mistreated.
- It will then be discussed with the Owner/CFI and a written warning may be issued, or a letter of dismissal or suspension depending on the situation.
- If a second offence occurs this may be terms for dismissal or suspension.

# Sexual Misconduct Policy

- 1. Sexual misconduct will not be tolerated at JoinAir Helicopters Inc. All students have a right to a safe learning environment.
- 2. Sexual misconduct refers to a spectrum of non-consensual sexual contact and behaviour including the following:
  - sexual assault
  - sexual exploitation
  - 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
- 3. A Complaint of sexual misconduct is different than a Report of sexual misconduct. A person may choose to disclose or complain of sexual misconduct without making a formal report. A Report is a formal notification of an incident of sexual misconduct to someone at the institution accompanied by a request for action.
- 4. A student making a Complaint will be provided with resolution options and, if appropriate, accommodation, and will not be required or pressured to make a Report.
- 5. The process for making a Complaint about sexual misconduct involving a student is as follows:
  - a. The student must provide the written complaint to the below primary JoinAir contact:
    - Craig Joiner Accountable Executive <u>craig@joinairhelicopters.ca</u>
  - b. If the above mentioned contact is absent and/or named in the complaint, the student may bring the written complaint to the below secondary JoinAir contact who will then be responsible for making determinations in respect of complaints.
    - Whitney Bergen
      Office Manager
      info@joinairhelicopters.ca

- 6. The process for responding to a Complaint of sexual misconduct involving a student is as follows:
  - a. Student complaints will be reviewed by the Primary JoinAir Contact, or the Secondary JoinAir Contact if required.
  - b. A meeting will be arranged with the student to discuss the complaint and a letter will be issued to the student to sign stating the complaint has been discussed.
  - c. Written reasons for the determination and the reconsideration (if any) will be provided to the student within 30 days after the date on which the complaint was made.
- 7. The process for making a **Report** of sexual misconduct involving a student is as follows:
  - a. The student must provide a written Report requesting action detailing the incident(s) and person(s) involved to the below JoinAir contact:
    - Craig Joiner Accountable Executive <u>craig@joinairhelicopters.ca</u>.
  - b. If the above mentioned contact is absent and/or named in the report, the student may bring the written report to the below secondary JoinAir contact who will then be responsible for making determinations in respect of complaints.
    - Whitney Bergen
      Office Manager
      info@joinairhelicopters.ca
- 8. The process for responding to a **Report** of sexual misconduct involving a student is as follows:
  - a. The report will be reviewed by the Primary JoinAir Contact, or the Secondary JoinAir Contact if required.
  - b. A meeting will be arranged with the student to discuss the report and a letter will be issued to the student to sign stating the report has been discussed.
  - c. The Primary or Secondary Contact will take appropriate action on the person(s) involved which may result in dismissal, suspension or other appropriate actions.
  - d. Written reasons for the determination will be provided to the student within 30 days after the date on which the report was made.
- 9. It is contrary to this policy for an institution to retaliate, engage in reprisals or threaten to retaliate in relation to a Complaint or a Report.
- 10. Any processes undertaken pursuant to this policy will be based on the principles of administrative fairness. All parties involved will be treated with dignity and respect.
- 11. All information related to a Complaint or Report is **confidential** and will not be shared without the written consent of the parties, subject to the following exceptions:
  - If an individual is at imminent risk of severe or life-threatening self-harm.
  - If an individual is at imminent risk of harming another.

- There are reasonable grounds to believe that others in the institutional community may be at significant risk of harm based on the information provided.
- Where reporting is required by law.
- Where it is necessary to ensure procedural fairness in an investigation or other response to a Complaint or Report.

This institution is certified by the Private Training Institutions Branch (PTIB). Certified institutions must comply with regulatory requirements, including the requirement to have a Sexual Misconduct policy. For more information about PTIB, go to <u>www.privatetraininginstitutions.gov.bc.ca</u>.

# Student Refund Guidelines

- Student must sign the contract **30 days before** starting the course
- If we receive a notice of withdrawal **less than 7 days after** the student signed the contract the student will be fully refunded the tuition paid.
- If we receive a notice of withdrawal more than 7 days after the student signed the contract and at least 30 days before the student starts the course, we can keep 10% of the tuition paid, up to a maximum of \$1,000.
- If we receive a notice of withdrawal **more than 7 days after** the student signed the contract and **less than 30 days before** the student starts the course, we can keep 20% of the tuition paid, up to a maximum of \$1,300.
- If we receive a notice of withdrawal **after the course start date** and 10% of hours of instruction has been provided to the student, we can keep 30% of the tuition paid.
- If we receive a notice of withdrawal **after the course start date** and between 11-29% of hours of instruction has been provided to the student, we can keep 50% of the tuition paid.
- If we dismiss a student and 10% of hours of instruction has been provided to the student, we can keep 30% of the tuition paid.
- If we dismiss a student and between 11-29% of hours of instruction has been provided to the student, we can keep 50% of the tuition paid.
- Must reimburse appropriate amount of tuition **within 30 days after** a notice of withdrawal, dismissal of student, closure of institution, or the first 30% of hours of instruction has not been attended by the student.

10% = 18 hrs of 180 hrs

20% = 36 hrs of 180 hrs

30% = 54 hrs of 180 hrs

# Student Statement of Rights

JoinAir Helicopters Inc. is certified with the <u>Private Training Institutions Branch</u> (PTIB) of the British Columbia Ministry of Advanced Education and Skills Training.

Before you enrol at a certified private training institution, you should be aware of your rights and responsibilities.

You have the right to be treated fairly and respectfully by the institution.

You have the right to a student enrolment contract that includes the following information:

- amount of tuition and any additional fee for your program
- refund policy
- if your program includes a work experience, the requirements to participate in the work experience and the geographic area where it will be provided
- whether the program was approved by PTIB or does not require approval.

Make sure you read the contract before signing. The institution must provide you with a signed copy if you request it.

You have the right to access the institution's dispute resolution process and to be protected against retaliation for making a complaint.

You have the right to make a claim to PTIB for a tuition refund if:

- your institution ceased to hold a certificate before you completed an approved program
- you were misled about a significant aspect of your approved program.

You must file the claim within one year of completing, being dismissed or withdrawing from your program.

For more information about PTIB and how to be an informed student, go to: <u>http://www.privatetraininginstitutions.gov.bc.ca/students/be-an-informed-student</u>.