

Student Claim Based on Being Misled Decision

Complainant: [REDACTED]

Institution: 3581 – Visual College of Art and Design (VCAD)

1. Introduction

The Complainant withdrew from the Game Development and Design program [Program] on October 25, 2022, after completing roughly half of the Program. The Complainant cites numerous issues with the content of the Program and quality of instruction and alleges he received significantly less instructional time than specified on the Program Outline. He also alleges the Institution failed to provide him meaningful or timely evaluations. After the Institution denied his request for a full tuition refund, the Complainant filed this complaint [Complaint].

The Complainant has exhausted the Institution's dispute resolution process [DRP].

For the reasons outlined below, I find the Institution misled the Complainant regarding a significant aspect of the Program and, accordingly, approve the claim.

2. Statutory Scheme

Section 23(1) of the *Private Training Act* [Act] provides that a student may file a claim against the Student Tuition Protection Fund [Fund] on the ground that a certified institution misled the student regarding any significant aspect of an approved program of instruction in which that student was enrolled. Claims are filed with the Trustee, being the minister or the person to whom the minister has delegated the relevant powers or duties.

Claims must be filed no later than one year after the student completed or was dismissed or withdrew from the program and only after the student has exhausted the institution's dispute resolution process.

Following receipt of the complaint, the process is as follows:

Claim the student was misled		
Who	What	When
Trustee	Gives a copy of the claim to the institution	As soon as practicable
Institution	May respond to the claim [Response]	Within 15 days of receiving a copy of the claim from the Trustee
Trustee	Gives the Response from the institution, if any, to the student	Within 15 days of receiving the Response from the institution
Student	May reply to the Response from the institution [Reply]	Within 15 days of receiving the Response from the Trustee
Trustee	Must give the Reply from the student, if any, to the institution	Within 15 days of receiving the Reply from the student

Trustee	Adjudicates the claim to determine whether any refund should be issued, and provides written reasons to the student, the institution and the registrar.
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If a claim is approved, the Trustee may authorize payment from the Fund of all or a portion of the tuition paid to the institution by or on behalf of the student. Section 25(4) of the *Fees and Student Tuition Protection Fund Regulation* requires that payments from the Fund be directed first to the government if all or a portion of the tuition was paid using funds from a provincial or federal student assistance program, and then to the claimant.

3. Program Information

Program:	Game Development and Design
Start date:	December 6, 2021
End date:	June 24, 2023
Withdrawal date:	October 25, 2022
Total charged:	\$ 43,383.00
Tuition:	\$ 41,833.00
Student Application Fee:	\$ 150.00
Course Materials Fees:	\$ 482.00
Textbooks Fee:	\$ 733.00
Administration Fee:	\$ 185.00
Amount paid to date by Complainant:	\$ 22,331.77
Amount of tuition paid to date by Complainant:	\$ 20,916.50

4. Issues

The following issues arise for consideration: Was the Complainant misled in relation to the number of instructional hours provided, the quality of the instruction, and the evaluation of his progress through the Program?

5. Chronology

October 26, 2021	Student enrolment contract signed
December 6, 2021	Program start date
October 25, 2022	Complainant meets with Institution to discuss concerns. Complainant withdraws from Program and initiates DRP requesting tuition refund.
November 7, 2022	Institution denies request [Decision 1]. Complainant files Complaint with PTIB.
February 2, 2023	Institution confirms denial [Decision 2]
February 8, 2023	Institution confirms denial [Decision 3]

6. Analysis

The Complainant started the Program on December 6, 2021. The Program was delivered by distance education (online).

The 18-month Program was broken down into six 12-week terms. Each term consisted of five courses (other than Terms 2 and 6 which had four courses). The Program Outline specifies the duration in hours of each course.

(a) Instructional hours

The Complainant submits the instructional hours received were significantly less than indicated on the Program Outline. He provides examples (including video recordings) of cancelled or truncated classes to demonstrate what he says is a significant discrepancy in instructional time from what was represented by the Institution at enrolment and specified in the Program Outline.

The student enrolment contract includes the following clause relating to instructional hours:

Program and Instructional Hours:

I understand that “program hours” for the College’s full-time programs are based on the expectation of student’s fulltime attendance for either 20 or 25 hours per week, dependent upon the program. **Each week of classes generally includes not less than 20 “instructional hours” per week. “Instructional hours” are when students are in a class or other learning environments that are facilitated, moderated, and/or supervised by the instructor.** In addition to “instructional hours”, program hours may also include self-directed study, or open lab where students undertake program/course related projects, tasks, assignments, skills development, and/or research or study lab related to the programs but is not supervised or directed by an instructor/supervisor. [Emphasis added]

In Decision 3, the Institution explained the discrepancy in instructional hours as follows:

In regards to class time, as an online school, we follow 2 delivery modes, synchronous and asynchronous. Synchronous mode is the live class with the instructor, that can be 30 mins to 2 hours depending upon the topic to be covered. The hours received you sent are not the actual scheduled course duration. These are the captures from live classes or tutor sessions conducted by instructional staff. All the sessions are recorded and monitored by academic team of VCAD to observe the quality aspects of content delivery. Also, rest of the time as per the course outline is for the asynchronous learning. Students are provided with the extra resources, ebooks and self-study materials that they complete by themselves and mark as completed. Attendance and marks are also provided based on the asynchronous activity. Online study format is usually explained to all the students by SSCs, admissions reps and even during the orientation.

In its Response, the Institution clarifies that its “online platform requires instructional time as well as self-directed time”. While classes are scheduled for four hours, they are split between direct instruction or “contact” (lectures, showing software, student presentations, guest speakers) and time for students to work on assignments and receive assistance, with a minimum of two hours of contact. The Institution concedes it “...can’t confirm if this was happening with all of the courses during this time” but that it had subsequently reminded staff of the expectation of contact with students.

The Complainant submits in their Reply:

Again, the contract clearly states I should have no less than 20 hours of instructional time with a teacher. Splitting the classes up to 2 hours would result in 8 to 10 hours per week as there are

only 4 classes a week. That would be part time study, this is breach of contract. had I known I was going to be getting part time study I would not have gone to vcad. Also, normally classes ended after the 2 hours and the teacher left the meeting he was done, gone, left the class all together, end of meeting.

(b) Quality of instruction

The Complainant describes a lack of instruction and an overreliance on YouTube videos.

- Game Theory: “This class was a complete waste of time as it was filled with YouTube videos that the students were required to watch. I can watch YouTube anytime and not pay for it. I had registered for the program in order to learn from a real person and not from a YouTube Video.”
- Game Conception: “...nothing but youtube videos and a quick slide 10 show with the most generic definitions anyone could find with a quick google search.”
- Character Design & Storyboarding: “There was no guidance, no teaching, nothing. Just given assignment and work and sometimes we were asked to watch a YouTube video. I spent most of my time learning how to do the different assignments by literally looking up the information online on my own.”

In its Response, the Institution does not address the allegations relating to the quality of the instruction or the overreliance on YouTube.

In Decision 3, under the heading of “Concern 3: YouTube based content”, the Institution says as follows: “We have course content with a combination of e-book, ppt slides, videos, pdfs, demos etc. All the content is reviewed and created by the industry experts and then reviewed by subject matter experts. Videos provide interactive demo of the topic and is part of the delivery content.”

(c) Evaluation and assessment

The Complainant alleges the Institution failed to provide timely assessments and feedback. In one instance, he says he failed a course for allegedly not handing in assignments (which he disputes). When he challenged the grade, the instructor immediately passed him without question. The Complainant provided a screenshot taken August 29, 2022, approximately eight weeks into the course, which started July 4, 2022, showing a grade for only one assignment.

The Complainant summarizes his complaint as follows:

- “Throughout the entire program I have yet to receive any proper grades in a time efficient manner from many of the teachers. I would hand my assignments on time and I would have to wait weeks for any feedback on anything or see my grades online. This was not only frustrating, it caused me severe anxiety.”
- “There is not a single teacher who has provided feedback or grades in an acceptable time period since I started this program. Everything has been guess work and hoping I did the assignment correctly. I did

spend time reaching out to teachers to try and get feedback and/or marks back; however, after awhile, I started to give up on this when it was constant “dead air” in return.”

In Decision 3, the Institution clarifies it is the student’s responsibility to submit assignments on MyCampus and that assignments handed in by email can cause delays. The Institution disputes the claim that the Complainant’s grades were not posted in a timely manner.

In its Response, the Institution does not specifically respond to these allegations, other than confirming that grades are to be submitted within 72 hours of the course end date and underscoring the importance for students to get feedback. The Institution says it is “working with the instructors to ensure that they are providing grades in a timely manner for all assignments.”

(d) Textbooks

The Complainant says that he didn’t receive digital copies of the textbooks that were promised to him until the courses were almost over and that when he raised this issue the Institution was at first non-responsive and then did not believe that he had not received them. When the digital textbooks were eventually provided, the Complainant says some were “out of date and completely useless”.

The Institution maintains that it met with the Complainant in February 2022 to discuss the textbook issue (as well as other issues) and confirms that hard copies of the textbooks were received by the Complainant in April 2022.

7. Decision

For the following reasons, I find the Institution misled the Complainant in respect of a significant aspect of the Program and approve the claim. Specifically, I find the Complainant was misled in relation to the number of instructional hours provided.

The Institution through its submissions (both in the DRP and the complaint process) concedes that it was not providing 20 hours of instructional hours, as defined in the contract.

The contract specifies 20 hours of instructional hours per week and defines instructional hours as “when students are in a class or other learning environments that are facilitated, moderated, and/or supervised by the instructor.” [Emphasis added]

The Institution says classes are split between “synchronous” and “asynchronous” delivery – with the synchronous or “live” classes extending from 30 mins to two hours and the balance of the class time given to students to work asynchronously on their own. In the Response, the Institution says classes include a minimum of two hours of “direct instruction” or “contact”, but it cannot confirm that this was happening.

I find, based on the Institution's own submissions, the Institution did not provide the number of instructional hours that were represented to the Complainant, and in this respect, misled the Complainant.

Having found in favour of the Complainant on the issue of provision of instructional hours, I do not have to make findings in respect of the Complainant's other allegations of being misled, including the quality of instruction. Put otherwise, I do not need to determine whether the Complainant was misled in respect of the quality of instruction.

In this case, however, having reviewed the video recordings submitted by the Complainant in support of his claim, I feel it necessary to comment on what I observed to be a general lack of professionalism and substance in the quality of the instruction. These recordings corroborate the Complainant's complaints of substandard instruction, including the overreliance of YouTube videos and the lack of meaningful feedback and evaluation. I remind the Institution that it has both a contractual and regulatory obligation to provide students with quality instruction that ensures students meet the learning objectives of the program. A copy of this decision will be forwarded to the registrar.

The claim is approved and the Complainant is entitled to a refund of **\$20,916.50**. This amount represents the tuition paid by Complainant in respect of the Program and factors in the refund of \$5,645.23 already provided to the Complainant by the Institution.

As Trustee, in accordance with s.25 of the Act, I authorize payment of **\$20,916.50** from the Fund. The payment from the Fund will be directed in the following order: first, to the government, if all or a portion of the tuition was paid using funds from a provincial or federal student assistance program, and second, to the Complainant.

The Institution is required to repay the total amount of **\$20,916.50** to the Fund (Act, s.27).

Decisions of the Trustee are final and conclusive and are not subject to appeal (Act, s.24(5)).

Date: January 18, 2024



Tony Loughran
Trustee, Student Tuition Protection Fund