



# PACIFIC DANCEARTS

## *School Policies*

### **ADMISSIONS:**

All admissions to Coastal City Ballet and the ½ Day Intensive Training programs will be by audition and under the discretion of the school's artistic director. Pacific DanceArts will require students whose first language is not English to provide proof that one year of English has been completed at a secondary school level. Students wishing to audition must request an audition through the office. Upon admission, applicants will be provided with a copy of all school policies and their student enrollment contract.

Admission to general training classes will be based on dance experience and age appropriateness. An audition will be held for a student with previous dance experience to determine the most appropriate class(es) available if there is question in regards to abilities. Pas de deux classes require teachers' permission in advance.

### **TUITION / REFUND:**

A yearly registration fee will be charged at the beginning of the school year. A separate fee may be charged for registration in any extra classes. (i.e. Summer School or Masterclasses). For students not registered in Coastal City Ballet, who are participating in performances, extra rehearsals as well as stage rehearsals are mandatory. The tuition fee does not include fees for rehearsals, costumes, competitions and exams. All new students are required to fill in an emergency contact form before their first class.

### **Programs:**

Post-dated cheques dated the first of the month for the months of September to June are required upon registration. There will be a \$30.00 charge on all returned cheques. Other forms of acceptable payment include: e-transfer, paypal, cash, bank draft and wire transfer.

### **General Classes:**

Class fees are payable in advance by three postdated term payments at the start of the school year. If class fees exceed more than \$500.00 per term, monthly post-dated cheques may be considered. There will be a \$30.00 charge on all returned cheques. Other forms of acceptable payment include: e-transfer, paypal, cash, bank draft and wire transfer.

### **Refunds:**

1. A student may be entitled to a refund of tuition fees in the event that:
  - a. The student provides written notice to the institution that he or she is withdrawing from the program; or

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- b. The institution provides written notice to the student advising that the student has been dismissed from the program.
2. The written notice of withdrawal or dismissal may be delivered in any manner provided that receipt or other verification is available that indicates the date on which the notice is delivered.
3. The notice of withdrawal or dismissal is deemed to be effective from the date it is delivered.
4. The refund to which a student is entitled is calculated on the total tuition fees due under the contract. Where total tuition fees have not yet been collected, the institution is not responsible for refunding more than has been collected to date and a student may be required to make up for monies due under the contract.
5. If the institution has received fees in excess of the amount it is entitled to under the student contract, the excess amount must be refunded.
6. Refund policy for students:
  - a. Refunds before the program of study begins:
    - i. If written notice of withdrawal is received by the institution within 7 days after the contract is made, and before the commencement of the period of instruction specified in the contract, the institution may retain 5% of the total tuition and fees due under the contract to a maximum of \$250.
    - ii. If written notice of withdrawal is received by the institution 30 days or more before the commencement of the period of instruction specified in the contract and more than 7 days after the contract was made, the institution may retain 10% of total tuition only due under the contract to a maximum of \$1000.
    - iii. Subject to Section 6(a)(1) above, if written notice of withdrawal is received by the institution less than 30 days before the commencement of the period of instruction specified in the contract, and more than 7 days after the contract was made, the institution may retain 20% of the total tuition only, due under the contract to a maximum of \$1300.
  - b. Refunds after the program of study starts:
    - i. If written notice of withdrawal is received by the institution or a student is dismissed before 10% of the period of instruction specified in the contract has elapsed, the institution may retain 30% of the tuition due under the contract.
    - ii. If written notice of withdrawal is received by the institution, or a student is dismissed after 10% and before 30% of the period of instruction specified in the contract has elapsed, the institution may retain 50% of the tuition due under the contract.
    - iii. If a student withdraws or is dismissed after 30% of the period of instruction specified in the contract has elapsed, no refund is required.
7. Where a student did not meet the institutional and/or program specific minimum requirements for admission through no misrepresentation or fault of their own, the institution must refund all tuition and fees paid under the contract, less the applicable non-refundable student application or registration fee.
8. Where a student withdraws or is dismissed from their program, they are entitled to 100% refund of any as-yet to be received consumables that have been pre-paid.

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9. Refunds owed to students must be paid within 30 days of the institution receiving written notification of withdrawal and all required supporting documentation, or within 30 days of an institution's written notice of dismissal.
10. An international student whose application for a study permit has been denied is entitled to a refund under PTI Bylaw 38.3, if a copy of the denial letter is provided to Pacific DanceArts prior to the program start date. If no denial letter is provided, international students will receive refunds subject to Section 6 above.

### **RULES OF CONDUCT:**

Students are expected to meet and adhere to the Rules of Conduct set out herein while completing a program of study at Pacific DanceArts. If necessary, students should request clarification from the School Director. "Student" means a person who is presently enrolled at Pacific DanceArts.

#### **Rules of Conduct**

While on Pacific DanceArts premises or in the course of activities or events hosted by Pacific DanceArts students:

- must comply with all applicable Pacific DanceArts policies;
- must treat all students, staff and guest faculty with respect and must not engage in physically aggressive, threatening, harassing, discriminatory or otherwise offensive behaviour;
- must dress appropriately for all classes and/or rehearsals;
- must not use cell phones and/or laptops during any class or rehearsal;
- must not participate in outside classes and/or performances without prior consent;
- must not steal, misuse, destroy or deface Pacific DanceArts property;
- must not consume, possess or distribute alcohol or controlled or restricted substances; and
- must not contravene any provision of the Canadian Criminal Code or any other federal, provincial, or municipal statute or regulation.

The above list sets out examples of prohibited conduct. It is intended to help students understand the type of conduct that will be subject to discipline and is not exhaustive. Students who violate the Rules of Conduct will be subject to the procedures and discipline outlined below, which may include immediate dismissal from the institution.

### **DISMISSAL / WITHDRAW:**

If a student decides to withdraw from a program, he/she must provide a dated, written, notice of withdrawal to the School Director. Refunds are calculated according to Pacific DanceArts' Refund Policy and the date on which the written notice of withdrawal is received will be used to determine any refund owing. Cancellation of a private lesson requires 24 hours' notice. Without notice the full fee will be charged.

Students who fail to comply with reasonable rules of conduct and are unable to change their behavior during their probation will be dismissed from Pacific DanceArts. The dismissal will be in writing and is subject to the following procedure:

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### **Procedure:**

1. All concerns relating to student misconduct shall be directed to the School Director. Concerns may be brought by staff, students or the public.
2. The School Director will arrange to meet with the student to discuss the concern(s) within 5 school days of receiving the complaint. If the alleged conduct is of such a serious nature that an immediate dismissal may be warranted, the School Director will meet with the student as soon as is reasonably possible.
3. Following the meeting with the student, the School Director will conduct whatever further enquiry or investigation is necessary to determine whether the concerns are substantiated. Any necessary inquiries or investigations shall be completed within 5 school days of the initial meeting with the student.
4. The School Director 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:
    - 1) Give the student a warning setting out the consequences of further misconduct;
    - 2) Set a probationary period with appropriate conditions; or
    - 3) Recommend that the student be dismissed from the Pacific DanceArts.
5. The School Director 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.
6. If the student is issued a warning or placed on probation, the School Director and the student will both 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.
7. If the recommendation is to dismiss the student, the Artistic Director of the institution will review the recommendation and accept or reject it. If the recommendation is accepted by the Artistic Director, the School Director will meet with the student to dismiss him/her from study at the institution. The School Director of the institution will deliver to the student a letter of dismissal and a calculation of refund due or tuition owing, in accordance with PCTIA Bylaw 37.5. If the recommendation is rejected by the Artistic Director, the School Director will follow steps 5 through 7, above.
8. If a refund is due to the student, Pacific DanceArts will ensure that a refund is forwarded to the student within 30 days of the dismissal.
9. If the student owes tuition or other fees to the institution, Pacific DanceArts may undertake the collection of the amount owing.

### **ATTENDANCE:**

Pacific DanceArts records the daily attendance of each student in accordance with provincial guidelines. Records of student's attendance will be kept on file and are available for student review.

Students who miss class regularly due to unexplained absences will disrupt the progress of their peers, therefore they may be asked to withdraw from the class/programs as attendance is essential for student progress and the class development. A written warning will be provided before a dismissal.

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Attendance to all scheduled rehearsals for live performances is required. Students with unexplained absences may be dismissed under the discretion of the School Director and/or the Artistic Director.

Students who will be absent from classes or rehearsals due to an explained absence are required to notify Pacific DanceArts by telephone at 604-738-8575 or by email at [info@pacificdancearts.ca](mailto:info@pacificdancearts.ca) prior to their absence.

Explained absences include:

- Serious personal illness including injuries;
- Death of an immediate family member;
- Scheduled audition tours (with provided written notice to the School Director);
- Participation in significant religious observances, and;
- Participation in groups that officially represent Pacific DanceArts.

### **SAFETY:**

Pacific DanceArts is committed to providing a safe environment for students and staff. Pacific DanceArts makes every effort to ensuring all machinery and equipment are properly maintained and any required safety devices are in working order. Any concerns or issues must be reported to the School Director.

### **Procedure:**

1. All concerns relating to safety shall be directed to the School Director. Concerns may be brought by staff, students or the public.
2. Upon receipt of the safety concern, the School Director will conduct whatever further enquiry or investigation is necessary to determine whether the concerns are substantiated. Any necessary inquiries or investigations shall be completed within 5 school days of the discovery of the concern.
3. The School Director will meet with the Artistic Director 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 rectify the safety concern immediately.
4. The School Director will prepare a written summary of the determination and the steps taken to rectify the safety concern. A copy shall be given to the student, staff or public member, and the original will be placed in the safety file.

In case of an emergency, please contact the School Director or the Artistic Director immediately. All efforts will be made to resolve the situation as soon as possible.

### **DISPUTE RESOLUTION AND GRADE APPEAL:**

**Pacific DanceArts** provides an opportunity for students to resolve disputes of a serious nature and grade appeals in a fair, reasonable and equitable manner.

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The policy applies to all Pacific DanceArts' students who are currently enrolled or were enrolled prior to the submission of their concern to the School Director. Only grades received on final assessments may be appealed.

**Procedure for Student Disputes:**

1. When a concern arises, the student should first attempt to address the concern with the individual most directly involved. If the student is not satisfied with the outcome at this level, the student should put his/her concern in writing and deliver it to the **School Director**.
2. The **School Director** will arrange to meet with the student to discuss the concern and desired resolution as soon as possible but within five school days of receiving the student's written concern.
3. Following the meeting with the student, the **School Director** will conduct whatever enquiries and/or investigations are necessary and appropriate to determine whether the student's concerns are substantiated in whole or in part. Those enquiries may involve further discussion(s) with the student either individually or with appropriate **Pacific DanceArts** personnel. All communications must be in writing.
4. The necessary enquiries and/or investigations shall be completed and a response provided in writing to all involved as soon as possible but no later than 10 school days following the receipt of the student's written concerns.
  - a. If it is determined that the student's concerns are not substantiated, the Institution will provide a written explanation of the decision and deny the complaint; or
  - b. If it is determined that the student's concerns are substantiated in whole or in part, the Institution will propose a resolution.

The response must specify that the student will have five school days to appeal the decision. A copy of the decision and all supporting materials shall be given to the student, a copy will be placed in the Institution's Student Conduct File, and the original will be placed in the student file.

5. If the student is not satisfied with the determination of the School Director the student must advise the **School Director** as soon as possible but within five school days of being informed of the determination. The **School Director** will immediately refer the matter to the **Artistic Director** of the Institution.
6. The **Artistic Director** will review the matter and if necessary, may meet with the student as soon as possible but within five school days of receipt of the student's appeal.
7. The original decision will either be confirmed or varied by the **Artistic Director** in writing within five school days after receipt of the student's appeal or, if a meeting with the student occurred, within five days of that meeting. At this point the Institution's dispute resolution process will be considered exhausted.

If the **School Director** is absent or named in the complaint the **School Director** will be replaced by the **Artistic Director** and the **Artistic Director** will be replaced by the **Senior Education Administrator** in sections 1 through 7 above.

Pacific DanceArts authorizes a student who makes a complaint to be represented by an agent or lawyer. If the student is dissatisfied with the result and feels that he or she has been misled by the Institution, he or she may file a complaint with the Private Training Institutions Branch (PTIB).

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**Procedure for Grade Appeal:**

1. If a student is dissatisfied with the grade received for a final assessment and can provide evidence that a higher grade is warranted he/she should discuss with his/her instructor. The instructor will reconsider the grade and, if warranted, assign a different grade.
2. If the student is not satisfied with the outcome of his/her appeal to the instructor, he/she should submit a written appeal to the **School Director**.
3. The **School Director** will obtain a copy of the final assessment from the instructor and will have the assessment reviewed by the **Artistic Director**.
4. If the assessment achieves a higher grade on review, the higher grade will be assigned to the student. If the assessment achieves a lower grade on review, the original grade will be retained. If a grade appeal is reviewed by the **School Director**, the grade assigned following review will be final and cannot be appealed further.

If the student is dissatisfied with the result and feels that he or she has been misled by the Institution, he or she may file a complaint with the Private Training Institutions Branch (PTIB).

**LANGUAGE PROFICIENCY:**

Instruction at **Pacific DanceArts** is conducted in English. Students whose first language is not the language of instruction are required to submit proof of their Language Proficiency prior to enrolment in order to ensure they have the language abilities necessary to successfully complete the program of their choice. Language proficiency requirements are admission requirements and may not be waived by either the institution or the student. The following are accepted:

**For students age twelve to sixteen:**

- Proof of one year's English lessons at the grade level appropriate for their age or proof of a minimum of 12 months residence in a country where English is the official language

**For students age seventeen and older:**

- Proof of two year's English courses at the secondary school level or proof of a minimum of 36 months residence in a country where English is the official language
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**Procedure:**

1. ESL students wishing to enroll in programs at Pacific DanceArts will be notified by the School Director of the language proficiency requirement
2. Based on students' submissions, the procedure is as follows:
  - Students who provide the required proof of language proficiency are admitted to Pacific DanceArts without any conditions in place
  - Students who cannot provide the required proof of language proficiency are admitted to Pacific DanceArts with the condition that they must enroll in ESL classes until they meet the minimum requirements for admission
3. Students who are required to enroll in ESL classes must submit proof of their enrollment to Pacific DanceArts in order for admission to programs. Upon completion of their studies students must submit a transcript to Pacific DanceArts in order for conditions of their admission to be removed.

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## **PERSONAL INFORMATION PRIVACY:**

Pacific DanceArts is committed to meeting the privacy standards established by British Columbia's Personal Information Protection Act (PIPA) and any other applicable legislation. This Personal Information Privacy Policy describes the policies and practices of Pacific DanceArts regarding the collection, use and disclosure of personal information about students, including the steps the school has taken to ensure personal and financial information is handled appropriately and securely.

### **Definitions**

In this Personal Information Privacy Policy, the following terms have the meanings set out below:

- "personal information" means any information about an identifiable individual, as further defined under British Columbia's Personal Information Protection Act or other applicable laws. Personal information excludes the name, position name or title, business telephone number, business address, business email, and business fax number of an individual, as well as any publicly available information as designated under applicable laws, such as information available from a public telephone directory or from a public registry.
- "student" means prospective, current or past student of Pacific DanceArts.
- "record" a record includes books, documents, maps, letters, papers, photos and any other thing on which information is recorded or stored by graphic, electronic, mechanical or other means.

### **Identifying Purposes**

Pacific DanceArts will, before or at the time personal information is collected, identify the purposes for which the information is collected, used and disclosed. Pacific DanceArts collects and uses personal information to provide students with the best possible educational services enunciated by the Mission Statement of the school. Most of the information the school collects comes to the school directly from students or is information regarding the student's school activities and/or performance such as attendance records.

### **Consent**

Pacific DanceArts will obtain consent of the individual for the collection, use or disclosure of personal information except where the law states exemptions, grants permission, or creates a requirement for the collection, use or disclosure of personal information.

Requirements for consent to collection, use or disclosure of personal information vary depending on circumstances and on the type of personal information that is intended to be collected, used or disclosed. Consent may be expressed, implied or deemed. For example, if an individual provides his/her mailing address and requests information regarding a particular service or program information, consent to use the address to provide the requested information may be implied.

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Upon providing Pacific DanceArts with a 30-day written notice, an individual may withdraw consent to the collection, use or disclosure of his or her personal information. Upon notice of withdrawal of consent, Pacific DanceArts will notify the individual of the likely consequences of withdrawing his or her consent and, except where otherwise required or permitted by law, Pacific DanceArts will stop collecting, using or disclosing the personal information as requested.

### **Limiting Collection**

Pacific DanceArts will limit the personal information collected to that information necessary for the purposes identified by the school. Pacific DanceArts does not as a condition of supplying training programs or as an administrative or requirement, require consent to the collection, use or disclosure of personal information beyond that reasonably required for such purposes or to comply with its obligations that are required or permitted by law.

### **Use, Disclosure and Retention**

Pacific DanceArts will only use, disclose and retain personal information for the purpose for which it was collected unless the individual has otherwise consented, or when its use, disclosure or retention is required or permitted by law.

### **How is Information Used?**

The personal information Pacific DanceArts uses with respect to students will be kept in a file known as the "student file". The personal information contained in this file is collected, used and disclosed generally for the following purpose:

- To communicate with students, process applications and ultimately to provide students with the training programs.
- To enable the school to operate its administrative functions, including payment and collection of school fees, administration, billing and accounting.
- To communicate with members of Pacific DanceArts staff about physical or emotional health issues deemed important for the safety of the student.

If for any reason personal information is required to fulfill another purpose, Pacific DanceArts will, where appropriate, notify and ask for consent before the school proceeds.

### **Implied Authorization**

Information about students who have left the school will be used to keep in contact with former students and alumni to advise them of special events relating to Pacific DanceArts.

### **When permitted by Law**

The school is legally permitted to disclose some personal information in situations such as an investigation of illegal activities, reasonable methods to collect overdue accounts, a medical emergency or suspicion of illegal activities, etc. Only pertinent information is disclosed. The school does not sell, lease or trade information about students to other parties.

### **Outside Service Suppliers**

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Pacific DanceArts may contact outside organizations to perform specialized services such as printing, or student assessments, etc. Suppliers of specialized services are given only the information necessary to perform those services, and Pacific DanceArts takes appropriate steps to ensure that such information is securely transferred and stored and is used only to fulfill the purposes for which it was disclosed to the service provider.

### **Safeguarding Personal Information**

Pacific DanceArts will protect personal information by security safeguards that are appropriate to the sensitivity level of the information.

### **Student Files**

Pacific DanceArts will store student files in secure filing cabinets. Access is restricted to only those members of the school who, by the nature of their work, are required to see them.

### **Electronic Security**

The school manages electronic files appropriately with passwords and security measures that limit access to unauthorized personnel.

### **Openness**

Pacific DanceArts will make information available to individuals concerning the policies and practices that apply to the management of personal information. The individual may direct any questions or enquiries with respect to the school's privacy policies or practices to the School Director.

### **Individual Access**

Individuals may access and verify any personal information with appropriate notice so that the office is able to supply the information required. Pacific DanceArts will inform an individual, upon the individual's request, of the existence, use and disclosure of the individual's personal information, and shall give the individual access to it in accordance with the law.

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