

ACADEMIC COUNCIL REPORT

SESSION:

Public



ACTION REQUESTED:

Decision
Discussion/Direction
Information



TO: Academic Council

DATE: 27 November 2018

FROM: Curriculum & Program Review Committee

SUBJECT: Program Package Offers with Toronto Catholic District School Board

COMMITTEE MANDATE:

CPRC approved the proposed partnership with Toronto Catholic District School Board in accordance with its mandate under Section III(5) of its Terms of Reference.

CPRC is providing this report to Academic Council for information.

BACKGROUND/CONTEXT & RATIONALE:

Based on the same parameters as an existing international student recruitment partnership with the Durham Catholic District School Board (DCDSB), this proposed partnership has the potential to increase the quality of the undergraduate international applicant pool, and to increase our market share of international students studying in Ontario high schools. Students entering the TCDSB program will be eligible to receive conditional admission to a UOIT undergraduate program packaged with their TCDSB admission, allowing them to apply for and renew student VISAs that will include post-secondary education. Enrolment restrictions and program capacities will be discussed between TCDSB and the University on an annual basis. CPRC reviewed the report and recommendation from the Registrar and agrees that it meets the established academic standards for admissions.

The attached memorandum from the Registrar and the Partnership Agreement Template provide further information.

RESOURCES REQUIRED:

- No additional resources are required.

NEXT STEPS:

- After the partnership has been active for two years, the Office of the Registrar will include this new partner on the annual ESL Partnership Student Success Report, which is presented in each February to Academic Council

SUPPORTING REFERENCE MATERIALS:

- Memorandum from Joe Stokes, University Registrar
- Partnership Agreement Template



OFFICE OF THE REGISTRAR

International Student Recruitment Agreement with the Toronto Catholic District School Board

To: Curriculum and Program Review Committee

From: Joe Stokes, University Registrar

Re: Pathway Program Package Offers with Toronto Catholic District School Board

Date: October 9, 2018

In an effort to increase the quality of UOIT's undergraduate international applicant pool, and to increase our market share of international students studying in Ontario high schools (101 international), the Office of the Registrar is proposing an admission based partnership with the Toronto Catholic District School Board (TCDSB). This proposal is based on the same parameters as the existing international student recruitment partnership with the Durham Catholic District School Board (DCDSB).

This agreement proposes the following partnership between UOIT and the TCDSB:

1. Pathway Program Package Offers – Students entering the TCDSB program will be eligible to receive conditional admission to a UOIT undergraduate program packaged with their TCDSB admission. This partnership will provide a pathway for students to complete their OSSD in Ontario and continue into post-secondary study. Specific enrolment restrictions and program capacities will be discussed between TCDSB and UOIT on an annual basis.

Please find attached the template agreement used for these partnerships.

International Student Recruitment Agreement Pathway Program Package Offers

BETWEEN **School Board** (“School board”)

AND the **University of Ontario Institute of Technology** (“UOIT”)

EFFECTIVE DATE: **Date**

Scope of Agreement

School board and UOIT agree to co-operate in order to facilitate international student recruitment across both institutions. International students will be recruited, provided with Letters of Admission (“LOA’s”) with the intention that they will initially commence their studies at **School Board**, complete a recognised award, and continue on to the UOIT into a relevant program to enable completion of an Undergraduate degree. Specific enrolment restrictions and program capacities will be discussed between **School board** and UOIT on an annual basis.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

1.0 Limitations

- 1.1 This agreement is limited to the recruitment and admission of International students intending to study at **School board** and UOIT.
- 1.2 The agreement is limited to international applicants seeking a pathway from a **School board** program into a UOIT undergraduate program.

2.0 Recruitment and Marketing

- 2.1 Both parties will promote the pathway opportunities between the two institutions in their marketing materials and recruitment activities relating to the recruitment of international students.
- 2.2 International Marketing materials relating to the promotion of pathway packages will be developed collaboratively and signed off by each party prior to use.
- 2.3 UOIT shall have no financial liability with respect to these recruitment activities unless such activities have been approved by UOIT (in writing) in advance.

3.0 Admissions

- 3.1 Package offers will only be made applicable programs as identified by UOIT.
- 3.2 All incoming applications are subject to evaluation in accordance with both **School board** and UOIT admission criteria. Academic requirements are outlined in each institutions full time academic calendar and are updated annually.
- 3.3 Applicants will apply to **School board** directly. Eligible students will receive a conditional offer of admission to an appropriate program at UOIT in tandem with their **School board** offer.
- 3.4 The applicant must successfully complete an applicable Ontario Secondary School Diploma (OSSD) at **School board** prior to transitioning to UOIT and must meet the minimum Grade Point Average stipulated by the receiving pathway during the applicable admissions cycle.
- 3.5 Conditional pathway offers will be deemed invalid if a student changes program or does not complete their pathway in the admission cycle stated on their offer letter. These students must re-apply directly to UOIT for their program of choice.
- 3.6 Students are required to present a valid study permit in order to enrol **at School board** and/or UOIT. Students must retain international status to maintain admissibility to UOIT. Those students who change immigration status and are classified as domestic students must re-apply to UOIT for their program of choice.
- 3.7 **School board** recruitment and or admissions staff, who have undertaken training conducted by the UOIT Registrar's Office, will have the authority to issue LOAs on behalf of **School board** and Conditional LOAs for UOIT.
- 3.8 Scanned copies of all conditional offers **School board** makes on behalf of UOIT will be forwarded to the UOIT Registrar's Office, along with a copy of the **School board** International Student application form, within 10 days of a Conditional Offer being made.
- 3.9 After day 10 of the applicable admissions cycle, **School board** will notify UOIT of all students commencing their studies at **School board** under the pathway package arrangement.

4.0 Working with Representatives ("Agents")

- 4.1 Where applicable, both parties will agree to work with agents as a means for facilitating recruitment of International students into the pathway packages.

- 4.2 **School board** will be the primary contact for agents upon commencement of the pathway package, and will be responsible for providing agents with training and marketing materials relating to the pathway packages.

5.0 Training

- 5.1 Only staff authorized to make offers on behalf of **School board** will be eligible to make conditional offers on behalf of UOIT. Any **School board** staff member making conditional offers on behalf of UOIT will be trained by the UOIT Registrar's Office.
- 5.2 **School board** and UOIT staff involved with recruitment, marketing and admissions under this agreement will periodically meet in order to strengthen their knowledge base of one another's products and services.

6.0 Communications

- 6.1 For information regarding the agreement:

School board:
<Contact>

UOIT:
Ms. Shannon Bracken
Senior Manager, Student Recruitment
University of Ontario Institute of Technology
2000 Simcoe Street North
Oshawa, ON L1H 7K4
(P)+1-905-721-8668 ext. 2604
shannon.bracken@uoit.ca

- 6.2 This agreement shall cover a period of **5 years** from date of signing.
- 6.3 Extension of the agreement is possible if both parties agree.
- 6.2 Within the term of the agreement, any party may terminate the agreement by sending written notification to the other party Thirty (30) days prior to termination.

7.0 Dispute Resolution

- 7.1 The following process applies to all matters of dispute related to the interpretation or application of any provision of this Agreement. The following process is a mandatory process, to the exclusion of resolving the matter by any court action or application to a court, except as may be permitted under the

Arbitration Act, 1991 (Ontario). Either party hereto may give a written notice to the other describing a matter in dispute.

- 7.2** There shall be a meeting of the **School board <contact>** and the UOIT Senior Manager, Student Recruitment to discuss the matter of dispute within fifteen (15) days of receipt of notice that there is a matter in dispute. If the dispute is not resolved within thirty (30) days of receipt of the original notice then there shall be a meeting of the VP's of each institution. If the dispute is not resolved within forty-five (45) days of receipt of the original notice then the matter shall be referred to an arbitrator jointly selected by the Presidents of both Parties (the "Designated Arbitrator"). The Designated Arbitrator shall determine the matter as soon as possible and its decision shall be final. The arbitration shall take place in the City of Oshawa.

8.0 Confidentiality and FIPPA

- 8.1** Each party agrees to hold in strictest confidence, and not to disclose to any person or use in any way for that party's own or another's benefit, any confidential information of the other party or regarding the other party's students that maybe disclosed in connection herewith. Nothing in this provision will apply to any information which:
- (a) enters or has entered the public domain otherwise than by breach of this Agreement or of any other duty;
 - (b) was publicly available at the time it was transmitted to the receiving party;
 - (c) was properly provided to the receiving party by a third party without restriction; or
 - (d) is required to be disclosed by law or by any governmental agency.
- 8.2** The Parties acknowledge and agree that UOIT is subject to the Freedom of information and Protection of Privacy Act, RSO 1990, c. F.31 and the School Board is subject to the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c. M.56 (hereinafter, each an "Act"). Each Party shall treat all Personal Information collected or received by it in the performance of this Agreement in accordance with the applicable Act and related regulations, and will be liable for any breach of the applicable Act by it or its employees, directors, officers, agents and contractors.
- 8.3** The parties agree that any violation of the confidentiality provisions in this Agreement may result in irreparable injury to the other party and agree that each has the right to seek a restraining order, injunction, or any other remedies or in equity without proof of irreparable harm and without any requirement to post security.

9.0 Indemnification and Liability

9.1 Indemnification

9.1.1 UOIT agrees to indemnify, defend and hold harmless **School board** against claims arising out of UOIT's willful misconduct in association with this Agreement. **School board** agrees to indemnify, defend, and hold harmless UOIT against claims arising out of **School board's** willful misconduct in association with this Agreement.

9.2 Limitation of Liability

9.2.1 Notwithstanding anything to the contrary in this agreement, under no circumstances will any party, its employees, officers or directors, agents, successors or assigns be liable under any contract, strict liability, tort (including negligence) or other legal or equitable theory, for any special, incidental, punitive, exemplary, indirect or consequential costs or damages, arising out of or relating in any way to the subject matter of this agreement, whether or not that party has been advised of the possibility of such damage. Furthermore, except for a party's obligations under articles 7 (confidential information) and 8.1 (indemnification) in no event shall either party be liable to the other for direct damages exceeding ten thousand dollars (cdn\$10,000).

10.0 General

10.1 Relationship of Parties

10.1.1 Nothing herein shall be construed so as to constitute the parties as a partner, joint venturer, franchisee or franchisor, agent or representative of the other party for any purpose whatsoever. Neither party is authorized to enter into agreements for or on behalf of the other party make representations, or otherwise bind the other party.

10.2 Notices

10.2.1 Any notice between the parties hereunder shall be in writing and sent by courier delivery or email to the address for each party as set forth in Article 6 (Communications).

10.3 Governing Law

10.3.1 This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any action or proceeding arising out of or relating to this Agreement must be brought in the courts of the Province of Ontario. Each of the parties hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising under or related to this Agreement and waives any objection it may now or hereafter have to venue or to convenience of forum.

10.4 Entire Agreement

10.4.1 This Agreement, including the Schedules hereto, and together with any other documents to be executed and delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements, understandings, negotiations and discussions, whether oral or written, between any of the parties in that regard and there are no warranties, representations, covenants or other agreements between the parties, except as specifically set forth herein.

10.5 Waiver, Modification - Requirement of Writing

10.5.1 No waiver, modification or cancellation of any provision of this Agreement or of any breach of any provision of this Agreement, shall be effective unless executed in writing. No waiver shall excuse the performance of any act other than the act specifically referred to in such waiver. No assent to or waiver of any breach of any one or more of the covenants and agreements herein contained, whether such assent or waiver be expressed or implied, shall be deemed to be taken to be a waiver of any succeeding breach.

10.6 Successors and Assigns

10.6.1 This Agreement binds and benefits the parties and their respective heirs, executors, administrators, successors and assigns. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.

10.7 Severability

10.7.1 If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way.

10.8 Counterparts

10.8.1 This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

Binding Officer
Title
School board

Dr. Robert Bailey
Provost
University of Ontario Institute of Technology

Signature Dated

Signature Dated