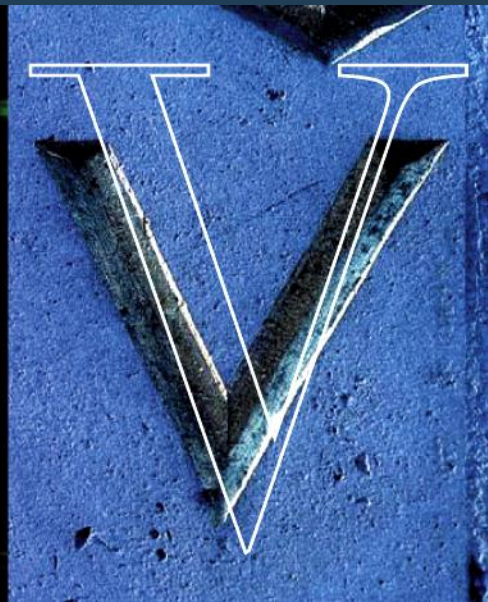
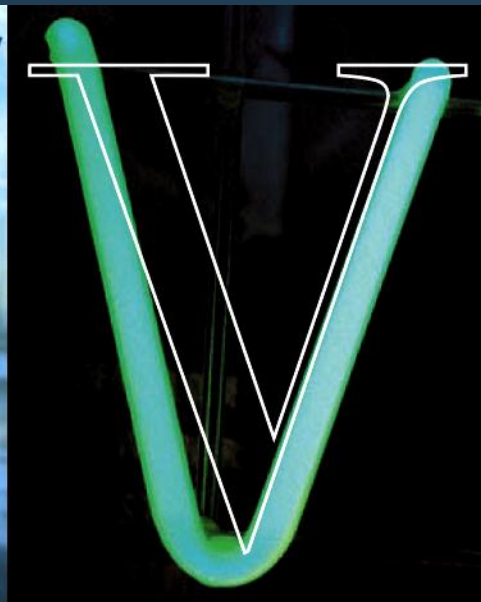
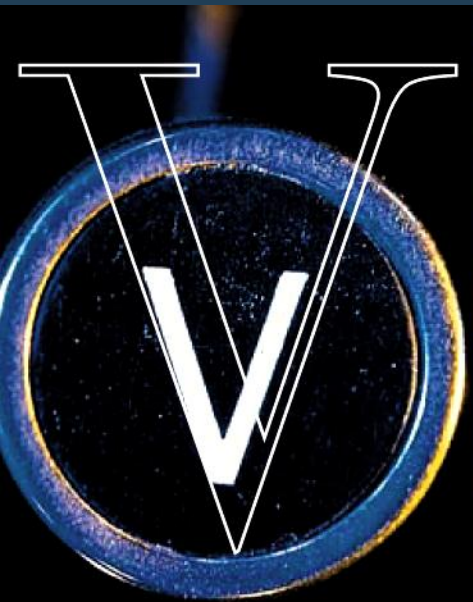


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# Legal Concerns When Enrolling International Students

Caryn Pass & Heather Broadwater, Presenters

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## Enrollment Contracts

- Purpose of Enrollment Contract
  - Enforce collection of tuition and other fees
  - Ability to act in best interest of school and students
    - Removal, discipline, supervision of student
  - Allow for student participation in program
    - Waivers, other forms of permission
- Complications
  - Difficult to enforce enrollment agreement internationally
  - If parent not resident of US limited ability to bring claim
  - Ability to ensure authenticity of agreement
    - Language and identity issues
- Third party participation
  - School enters agreement with third party vs parents or guardian
  - School enters agreement with parents via third party

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## Parties to Enrollment Contract

- Parents or guardians living abroad
  - Difficult to enforce in international courts
    - Consider enforcement methods in countries of origin
    - Include specific language allowing for international enforcement
    - Extremely costly
  - Agreement to allow for enforcement in US courts
    - Not universally enforceable
    - Extremely expensive
- Require US guarantor (guardian)
  - Agree to responsibility for tuition and fees
  - Power of attorney or guardianship
    - Agreement to pay vs. authority to make decisions effecting student
      - Enrollment agreement addresses both
- Third party company
  - Serves as guarantor for payment of tuition
  - Ensure status as US business



## Tuition Payment Options

- Full payment prior to attendance
  - Party obligated to pay full financial obligation
  - Must enforce consistently
  - Clearly describe in enrollment agreement
  - Leverage to enforce payment
  - Difficult if student is on campus or has traveled to states
  - Attendance is contingent upon satisfaction of all financial obligations prior to DATE “X”
    - Best date is prior to final cancellation date
    - Other options: first day of school, prior to student’s arrival on campus
      - Contrary to obligation to pay full tuition
- Two or multiple payments
  - Set clear consequences
  - Enforce consistently
    - Difficult to collect if payment in overdue

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## Authenticity of Enrollment Agreement

- Encourage party (parent, guardian, third party) to obtain assistance if un-able to understand document written in English
  - Best if translated into language of international student
- Notification of entering into a legally binding agreement
- On-Line
  - Modify on-line policy if process different than U.S. student
  - Ensure security of log-in information
  - Confirmation of selection for each option offered
  - Provide party ability to review completed document
  - Provide opportunity to modify document
  - Suggest that party print out copy for records
  - Electronic signature very last entry in document
  - Document sent to School as PDF
    - Not subject to modification
  - Respond with email confirming receipt and acceptance
    - Notify Party if email not received notify school immediately

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## Other Enrollment Agreement Terms

- Grant power to act in behalf of student (medical decisions)
- Use of images, photos and other likenesses and student work
- Activity Permission
  - Participate fully in program
  - Take field trips, excursions and other activities
  - Leave campus or travel on own
- Assumption of Risk and Release
  - Waiver of liability and indemnification for injury to student
- Costs incurred in return to country of origin
- Very clear description of discipline and standards for removal of student
  - Especially policy related to notification of colleges and universities

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## Responsibility for Student

- If not boarding or home stay
- Policy during vacation, breaks and summer
  - Who is responsible for supervision of student
- Costs incurred in return to country of origin
  - During vacations, breaks, summer
  - In case of removal for discipline, medical or other reasons
- Very clear description of discipline and standards for removal of student
  - Especially policy related to notification of colleges and universities
- Clear rules on guardian and supervision obligations
  - Telephone number, address and confirmation of living arrangements
  - Consequence of lack of guardian
- Method for communications with parents





## Third Party Vendors

- Identify and provide candidates to school
- Provide tours and meetings with candidates in country of origin
- Vendors
  - Assist family complete enrollment agreement
  - Execute enrollment contract
  - Collect tuition from family in country of origin and pay tuition to school (Often for a fee)
- Application completed by student or vendor
- Transcripts and other documents including recommendations
- Criminal background checks
- Responsibilities in states
  - Arrange for transport to and from school
  - Oversight during holiday and other vacations
  - Secure home stay
  - Health insurance
  - Provide living arrangements, supervision and serve as guardian

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## Written Agreement With Third Party/Vender

- Term: year to year, extended term (3 years/ 5 years)
- Termination provisions
  - Fixed period of notice prior to termination;
  - Reasonable time period: 60/90 days
  - Reasons for termination
- Services provided by vender
- Application process and decision
  - Completion of enrollment agreement
  - Truthfulness of information
  - Interview process
  - Acceptance consistent with school's standards
  - Sole and exclusive decision of school
  - Misrepresentations grounds for removal
- Execution of Enrollment agreement
- Re-enrollment

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## Written Agreement With Third Party/Vendor

- Cooperation with school
- Costs incurred for removal of student
- Tuition Payments
  - Collect from parent and pay to school
  - Serve as guarantor
- School maintains ownership of program
  - Intellectual property
- Coordinate communication between parents and school
- Assumption of Risk and Release
  - Waiver of liability and indemnification
- Costs incurred by school
  - For services provided by vendor
  - Clearly define
    - Costs
    - Method of payment
    - Reasons for non-payment

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# Protecting International Students Residing Off Campus



A Gwinnett County couple is in jail after allegations that they molested a group of Korean exchange students living with them.

\* \* \*

The couple is **accused of giving the six teens alcohol and forcing them to strip and touch one another**, police said.

The parents of the six children had paid **Woo Yi more than \$15,000 each to host the children so they could attend local high schools**, police said. The students attended different schools in Gwinnett County, authorities said.

On Wednesday, **one of the teens complained to a school employee of abuse at their host home**, police said.

The victims told school officials, and eventually detectives, that their host family would provide them with alcohol and have them play games, Gwinnett County Police spokesman Cpl. Jake Smith said.

By [Marcus K. Garner](#),

The Atlanta Journal-Constitution

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## Home Stay Programs

- Increasingly popular
  - Response to problems
  - Emerging market
- Defining the relationships, obligations, and rights
  - School and Student / Family
  - School and Host Family / Household
  - Host Family / Household and Student
  - Host Family / Household and Student's Family

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## Home Stay Issues

- Potential liability
  - Negligence
  - Breach of contract
  - Violation of statutory or regulatory obligations
    - Student protection
    - Wage and hour
    - Taxes
    - Mandatory reporting
    - Background checks
- Be clear about School's process
  - Applications
  - Screening
  - Selection
  - Training
  - Supervision and monitoring
  - Reporting and handling of problems and allegations

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## Likely Areas for issues

- International student issues in general
  - Changes to status
- Fees / reimbursement issues
  - Classification of Host Family
  - Employees serving also as Host Families
- Holidays and travel
- Student necessities and student spending money
- Comparability of boarding and Homestay experience
- Involvement of local friends / family
- Designated family contact
  - Authority to execute forms and enter agreements
- Medical information and releases
- In loco parentis
  - Permission to grant permission
- Guests in Host Family home
- Other adults and children in Host Family home

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## Other Issues

- Medical information
  - When to collect
  - What to collect
    - Consider in context of boarding status
  - When and whether to share with Host Family
- Medical authorization
  - For use in emergency situations and for common needs
    - Accidents
    - Flu shots
  - Authorization to incur and responsibility for insured and uninsured expenses
  - Will every provider accept?
    - Notary vs. witnesses vs. signature only
    - Review of legal authority
  - Medical power of attorney
    - Limits on authority?





## contact information

### VENABLE INDEPENDENT SCHOOL LAW PRACTICE

Caryn G. Pass  
cpass@venable.com  
t 202.344.8039  
f 202.344.8300

Heather J. Broadwater  
hbroadwater@venable.com  
t 202.344.8042  
f 202.344.8300

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