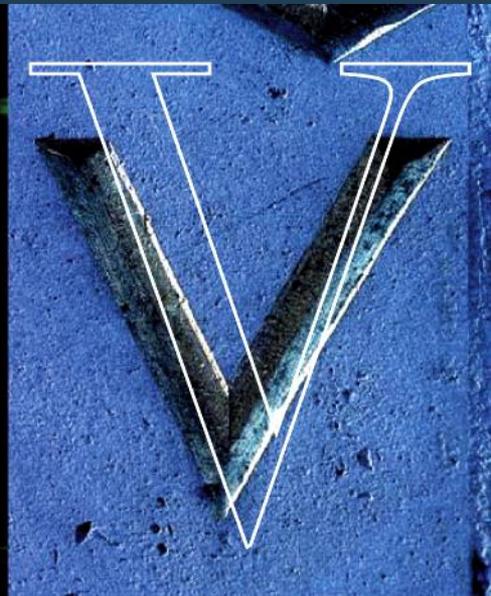
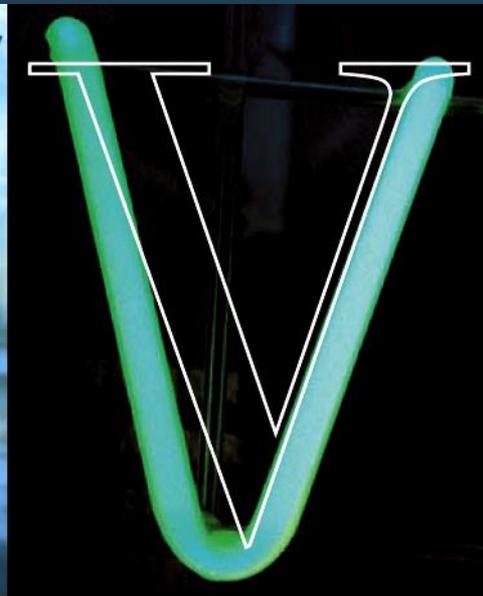
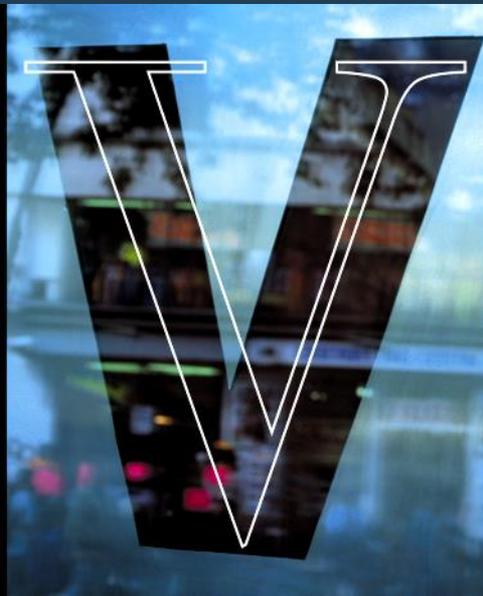
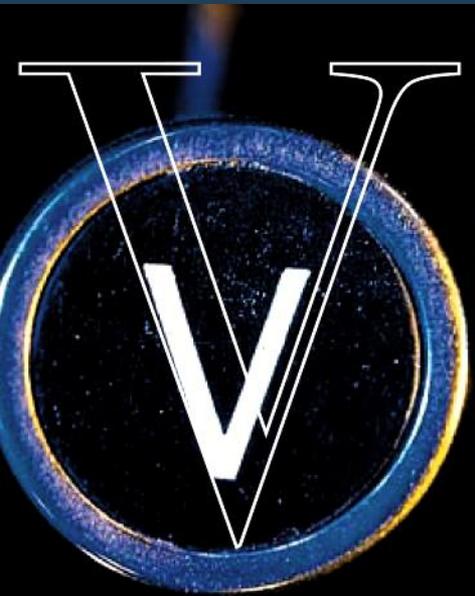


VENABLE[®]_{LLP}

Designing Enrollment Contracts & the On Line Process: Lessons from the Front Line

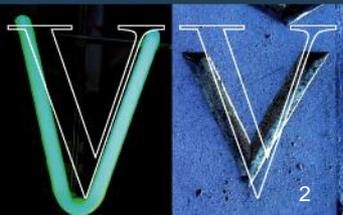
Caryn Pass, Presenter
NYS AIS Business Affairs Conference
April 2015



rules

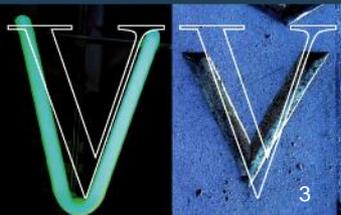
- Information is power
- Fear is the enemy
- Culture is key
- Legal Exposure involves a Risk/Benefit Assessment
 - No such thing as Zero Risk
 - How much risk are you willing to take?
 - Belt, Suspenders, Safety Pin the bottom of your shirt tails to the top of your briefs
- Deep Cleansing Breaths

*Wise In The
School World*



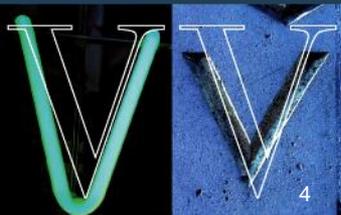
what have we learned, why do we do this?

- Objective of enrollment contract
 - Collect tuition
 - Establish Rules (reporting to colleges)
 - Obtain permissions (use of photos, attend field trips)
- Benefits
 - Ease of maintenance “We can’t find the contract”
 - Tracking returns easier
 - Quicker return
 - Sustainability
- Legally Enforceable Document
 - Compliance with state, federal, and common law
 - Establish AUTHENTICITY of document



e-contracting process and providers

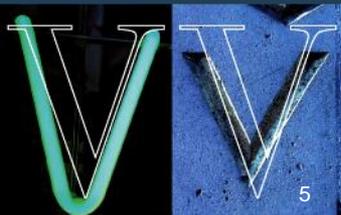
- Policy
 - Create e-contracting procedure
 - Memorialize in writing
 - Include ALL steps
 - Follow consistently
 - Establish authenticity in court
- Vendors
 - Provide technical “system”
 - Provide services (i.e. tuition refund plan)
 - Confirm details with legal counsel
 - Will follow **your** direction
 - Red Flag if appropriate



elements of authenticity and process

- Secure access
- Notification and consent to enter e-contract
- Selection and confirmation of choices
- Review, modify and confirm elections
- Confirm receipt and acceptance
- Inability to modify agreement

*Wise In The
School World*



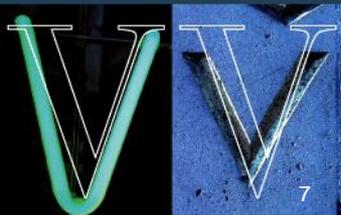
language above signature line

- Print fully executed agreement for records
- Email confirmation w/in 24 hours
 - contact school if email not received
- Consent to binding legal document
- Information provided true and accurate
- Compliance with terms and conditions
- Agreement to execute by electronic means
- Electronic same as paper signature
- Any details related to deposit obligations
- ***Exit or Proceed to Execution of Agreement***



following execution of agreement

- print or save copy of agreement for records
- notification of forthcoming email confirmation
 - contact school if email not received by [date/time]
- either school or vendor sends email confirmation
- email
 - confirms receipt and acceptance by school
 - confirmation if additional steps required
 - if contract contingent upon payment notice of follow up email confirmation
 - attach PDF or link to location PDF stored
- school receives contract in PDF
 - No ability to change, modify or write on agreement
- keep email as proof of confirmation of agreement



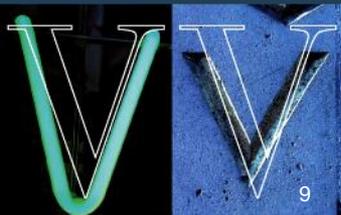
Pick who signs

- Parents
 - Non-paying parent
 - One parent family (process for confirming)
 - Two parents one home
 - both sign, one signs, one signs in behalf of both
 - Multiple parents multiple homes
 - all willing to sign, only one willing to sign
- Non-parent paying tuition (grandparent)
- Authority to act for child (custodial or non custodial parent)
- 3rd party vendor (international, guardianship rights?)
- “Local guardian” (homestay family, Aunt Tilley)
- 18 year old student



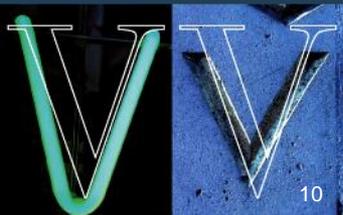
How does it work?

- Option selection
 - One parent
 - Two parents same home
 - Both sign
 - One signs for both
 - Multiple parents/multiple homes
- Confirmation required signers (require party paying etc.)
- Requiring signatures of **all** parties
 - All must sign for valid contract
 - Question of “authentic” signature
 - Assume each parent “signed”
 - Separate logins
 - Must sign same agreement
 - Separate confirmation emails
- One signs in behalf of other/all



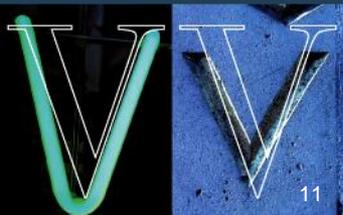
international students

- Collection issues
 - 3rd party guarantor/Full upfront (not at school till \$)
- Housing issues – Define in Agreement?
 - School not providing housing (waiver of liability)
 - Parent provides - proof of guardian/home
 - 3rd party vendor - contract w/vendor; address in service & enrollment contract
 - School sponsored housing
 - On campus dorms, off campus home
 - Home Stay--Who pays stipend
- Compliance with code of conduct in housing
- Vacation and breaks
- Costs of return upon removal
- Language of international parents at start of process



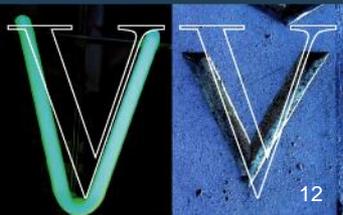
contract contingent upon...

- Execution of all required parties
 - Must police completion of signatures
 - Should provide email confirmation to all parties
 - Maintain copies of all emails
- Payment of deposit
 - Police receipt of payment
 - Email confirmation of receipt and enrollment
 - Require electronic payment prior to execution
 - Alternative approach
 - Mandatory payment of deposit
 - Liability for full tuition payment upon “execution” or “date of withdrawal”
 - No attendance without deposit payment, class assignment, locker, schedule etc.
- Completion of “forms”



don't forget

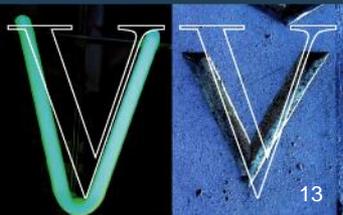
- Bad behaving parents
- Cost of lawyer's time for document production, witness testimony (prep & appearance), challenges
- Notice of enrollment by school in tuition refund plan
- Notice to colleges of disciplinary actions
- Execution of agreement or other form of 18 year olds
- Use of images including photos, videos, other likeness, writings, art work, statements during and after enrollment
- Don't use private or confidential information of school including parent directory other than for school purposes b/f, during, after enrollment (breach grounds for removal)
- Don't use intellectual property of school without written permission from Head b/f, during, after enrollment (breach grounds for removal)



Language:

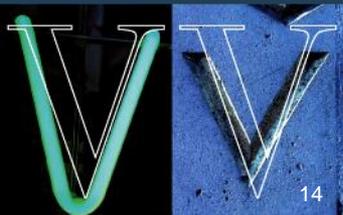
- International Parents (multiple languages)
 - If you are unable to fully understand this document as written in English please obtain assistance to ensure that you are able to enter into the enrollment agreement with the full understanding of the obligations as outlined.

- Name, Logo and Likeness:
 - Parent agrees that neither Parent nor the Student is authorized to use THE SCHOOL's name or any likeness of THE SCHOOL's name, crest or logo to describe any event, outing, club, sports team, group or other activity that the Undersigned or the Student may organize, lead or participate in without the express written permission of THE SCHOOL's Head of School.



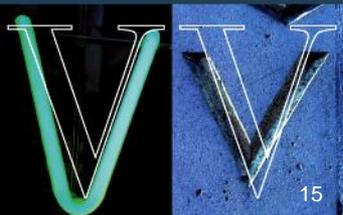
Badly behaving adult Language

- A positive and constructive relationship between [THE SCHOOL] and the Student's Parent(s)/Guardian(s) or other adults interacting with the School and/or School community by virtue of their relationship with the Student is essential to the mission of the School. If the behavior, communication, or interaction on or off campus (including during THE SCHOOL-sponsored events) of the Student's Parent(s)/Guardian(s) or other adults interacting with the School and/or School community by virtue of their relationship with the Student is disruptive, intimidating, overly aggressive, or reflects a loss of confidence or serious disagreement with THE SCHOOL's policies, procedures, responsibilities, or standards, or accomplishment of its educational purpose or program, the Parents understands and agrees that THE SCHOOL has the right to dismiss the Student and/or the Student's family from the THE SCHOOL community. In addition, the Student's Parent(s)/Guardian(s) or other adults interacting with the School and/or School community by virtue of their relationship with the Student understands and agrees that THE SCHOOL has the right to place restrictions on that party's involvement with or activity at THE SCHOOL, on THE SCHOOL property, or at THE SCHOOL-related events if the party engages in behavior that THE SCHOOL determines in its sole discretion to warrant such a restriction.



Lawyer's fees for parent disputes language

- In the event of a dispute between the School and the Parent(s)/Guardian(s) Parents regarding tuition, fees, or charges of any kind, the School shall be entitled to recover the costs incurred by the collection of payments including but not limited School's attorneys' fees and costs incurred in such a dispute. If, as a result of the School's relationship with the Student, the Parent(s)/Guardian(s), or other person(s) interacting with the School and/or School community by virtue of their relationship with the Student, the School or any member of its faculty or staff is required to testify, provide information for, or otherwise participate in a legal dispute to which the School is not a party, the School shall be entitled to recover from the Parent(s)/Guardian(s) the School's attorneys' fees and costs incurred in such legal action and costs incurred by the School as a result of the collection of documents, coverage of faculty, staff or others absent from classrooms or other School responsibilities or other associated costs.



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the road ahead
is bright

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