

DIOCESE OF ALLENTOWN

OFFICE OF EDUCATION

GUIDELINES FOR INTERNATIONAL STUDENT PROGRAMS

A. Purpose

1. The Secretariat for Catholic Education (Office of Education) for the Diocese of Allentown is committed to providing a caring, friendly, safe and respectful school environment for all students, employees, volunteers, and visitors of Catholic schools. Each Catholic school, in fulfilling its role within the educational mission of the Church, must share and live out, through Catholic Christian tradition, the message of Jesus Christ and be committed to providing an integrated Catholic educational environment that permeates all aspects of its daily life and operations. Quality international programs provide students, faculty and administration with a foundation for student and community perspectives on the world and enrich our local communities. Students have the opportunity to enhance learning through English language training, pre-college navigation, college readiness and social acculturation.

2. The purpose of these guidelines is to guide Catholic schools within the Diocese of Allentown in administering a successful international student program. These guidelines will provide a foundation for local school regulations and encourage schools to engage in international student programs.

B. Number of International Students

Catholic High Schools may elect to accept international students each year. The number of international students that a high school will accept and the timing/deadlines for the process vary. These guidelines recognize the needs of schools and programs, taking into account the increasing difficulty of securing early student applications. Schools should not exceed a maximum of ten percent (10%) of the total student population being comprised of international students. Acknowledging that school conditions vary locally, it is important to set personal goals that best fit each school community.

C. Source of International Students

1. International students may only be received through an international student agency which meets the requirements of these guidelines.

2. The only exception to the requirement of Paragraph C.1 above would be if a host family has privately arranged to accept an international student and provides the following:

- (a) Proof of legal guardianship, power of attorney or foreign equivalent;

and -

- (b) Tuition for the entire school year is to be paid at least 15 calendar days before the start of the school year, by the host family or by the parents of the international student through a wire of funds, certified check or money order; and -
- (c) The guardian will then sign and/or provide all required documentation, including that specified in Paragraph F.1.(c), (e), (j), (k), (l) and (m); and -
- (d) The applicable tuition rate will be the same as that charged to other international students; and -
- (e) Proof of medical insurance coverage with a sports rider and dental coverage rider, issued by an insurance carrier licensed to do business within the Commonwealth of Pennsylvania.

D. Timing of Placement Process

1. The schools may invite international student agencies to contact the school each year to indicate an interest in placing international students. International student agencies should provide schools with advance notice of their intent to place international students.
2. Recognizing the timing of school staffing and resourcing, international student agencies should submit student applications as early as possible or up to two weeks prior to the school's start date. However, acknowledging the time consuming requirement that international student agencies secure host family commitments, the school will try to accept applications until school starts.
3. Neither the School nor the Diocese of Allentown will provide any type of owned or rented housing facility for international students.

E. Selecting International Student Programs

1. The school reserves the right to work with international student agencies that have demonstrated serious commitment and responsiveness to the school and community.
2. The school will also be open to new international student agencies that demonstrate a serious commitment to the school and community.

F. School Expectations of International Student Agencies

1. All schools reserve the right of final approval on all international student enrollments. Additionally, schools are to require that each international student agency must:

- (a) Provide continuing hands-on monitoring and responsiveness – from a local representative to national headquarters – including student selection and preparation, the agency's selection and screening of host families, the agency's ongoing contact with host family and student; and –
- (b) Submit documentation that the Program:
 - (i) Has provided at least two (2) satisfactory references; and -
 - (ii) Has well defined and executed administrative practices; and -
 - (iii) Has stated educational goals compatible with the generally recognized goals of secondary education; and -
 - (iv) Has demonstrated successful placement of international students; and -
 - (v) Is incorporated or formed as a limited liability company and is authorized to do business in the Commonwealth of Pennsylvania; and -
 - (vi) Makes a complete financial report available to the public;
- (c) Receive school enrollment authorization for placements each year – and follow school policy on timing and requirements; and –
- (d) Screen and prepare international students while monitoring their progress during the school year, responding to issues or problems as they develop; and –
- (e) Assume all responsibility for all matters associated with living arrangements and host family placements before international students leave their home country and while the students are in the United States; and -
- (f) Personally interview and screen all potential host families and other members of their households, matching student and family interests and personalities; and –
- (g) School faculty and school staff (but not school administrators nor individuals involved in school administration – who are prohibited from serving as a host family) may participate as a host family subject to the following terms and conditions:

- (i) Any international student agency desiring to employ a faculty or staff member to serve as a host family must enter into a direct contractual agreement between the international student agency and the faculty or staff member – neither the school, nor the Secretariat for Catholic Education, nor the Diocese of Allentown shall be a party to said contractual agreement; and -
- (ii) The faculty or staff member in providing host family services to the international student agency is deemed to be an employee of the international student agency at all times while providing host family services, and not an employee of the school, nor the Secretariat for Catholic Education, nor the Diocese of Allentown; and -
- (iii) All faculty and staff members entering into such direct contractual agreements with the international student agency are to sign the attached Exhibit "A" titled "Disclaimer and Waiver".
- (h) Provide medical insurance coverage with a sports rider and dental coverage rider, issued by an insurance carrier licensed to do business within the Commonwealth of Pennsylvania; and –
- (i) Not knowingly place students based on their athletic abilities; and -
- (j) In the event that tutoring/ESL help is needed, make arrangements and ensure that the international student accepts financial responsibility for it; and -
- (k) Provide the school with a complete international student application which includes the following:
 - (i) Personal letter from the student; and -
 - (ii) Detailed information on student and natural family; and -
 - (iii) Proof that the student has sufficient language ability to function in an American classroom; and -
 - (iv) Original transcript of student's high school grades, with English translation (which meets school requirements); and -
 - (v) Necessary medical history, including proof of immunization as required by the school district, any medical/physical restrictions and a recent physical exam with proof of required immunizations; and -

- (vi) Documentation that sufficient funds are available to cover all expenses for the entire school year as mandated by the terms of the visa, students are required to present proof of financial responsibility and viability prior to issuance of the I-20.
- (l) Sign the "International Student Agreement" contract attached as Exhibit "B" with the school that indemnifies, defends and holds harmless the school, the principal of the school, the Diocese of Allentown and its Bishop, and their respective agents, servants, workmen and employees for any negligent and/or wrongful acts and/or omissions of the agency, any member of any host family or its household and/or the international students. The contract also requires that the international student agency conduct, and the international student agency shall conduct, criminal history checks and child abuse clearances on each member of the host family and host family's household, including without limitation any and all checks as required by applicable law, as often as required by applicable law but no less frequent than every year. School and international student agencies shall not use or sign any other contract, agreement, letter agreement or other document, regardless of whether the same is written, verbal or in electronic format; and –
- (m) Provide with the signed contract a certificate of insurance to the school indicating a minimum of US\$2,000,000.00 of comprehensive general liability coverage, including sexual misconduct coverage, naming the school, the principal of the school, the Diocese of Allentown and its Bishop, and their respective agents, servants, workmen and employees as additional insureds. The insurance policy shall be issued by an insurance company authorized to do business in the Commonwealth of Pennsylvania and rated at least A, with a V financial size category, by A. M. Best Company, Inc. in its “Key Rating Guide: Property Casualty” or a comparable rating if Best shall no longer be in existence, and specify that the school and the Diocese of Allentown shall be notified at least thirty (30) days prior to cancellation or modification of such insurance coverage. As soon as possible after the contract is signed, but not more than thirty (30) days after it, the international student agencies shall provide to the school the declaration pages and endorsements from such insurance policies by which the foregoing persons are named as additional insureds and the other insurance requirements are complied with. The declaration pages and endorsements shall be provided each year as the policy renews for the duration of the contracts. Insurance shall be obtained on an occurrence, as opposed to a claims made, basis, and shall be primary and non-contributory with a waiver of subrogation in favor of the school and the other additional insureds.

G. School Expectations for International Students

1. All schools reserve the right of final approval on all student enrollments in the school. Additionally, schools should require that each international student must:

- (a) Be qualified to participate in regular classes and maintain a typical schedule – this means an acceptable level of proficiency in the English language, a commitment to treat coursework as important, and the social skills to enjoy participation in social and extra-curricular activities; and -
- (b) Be aware that participating in interscholastic athletic teams means they must comply with district and state athletic eligibility regulations, and that many teams require try-outs; and -
- (c) Are expected to attain passing grades by the end of the student's first semester. The school appreciates the difficulty of a student's placement into a different language/culture/institution, but expects passing grades. Understand that enrollment eligibility will be for one-year only – students and host families are expected to know and must follow all school policies and rules; and -
- (d) Have proof of medical insurance coverage with a sports rider and dental coverage rider, issued by an insurance carrier licensed to do business within the Commonwealth of Pennsylvania; and –
- (e) Since there is a wide variation with high school graduation policies in the United States, understand that they are not guaranteed the ability to graduate or be granted diplomas.

2. All international students must read and sign the Student Handbook and adhere to all rules at all times. Failure to comply with the Student Handbook or school rules may result in dismissal from the school.

3. According to SEVIS regulations, all international students must be in school on all regulation school days with the exception of a medical emergency. Tardiness and absence from school (more than five (5) days) will not be tolerated and will result in the immediate reporting of absence to SEVIS officials.

4. Violation of any local, state or federal law of the United States of America will result in the student's immediate dismissal from the school and termination of the I-20.

5. International students are not allowed any type of employment as a condition of the student's visa.

6. Any student who terminates an international student agency contract will not be permitted to remain as an independent student at the school.

7. The international student may not remain in the United States beyond the terms of the student's I-20. The school has no obligation to provide schooling after the program's termination. If the student remains in the United States after the expiration of the student's I-20, the school will notify proper immigration officials.

8. Student immigration status, guardianship, contact information, etc. must be reported to the school prior to any changes. Proper protocol must be followed in regard to legal documents.

9. All decisions made by school officials must be respected and abided by at all times. Failure to do so may result in dismissal from the school.

10. It is the intent of the school to honor requests of an international student agency which has a current International Student Agreement with the school. For that reason, that international student agency's policies must be followed at all times by all international students having an international student agency contract with it. Failure to do so may result in dismissal from the school.

11. In regard to the driving of any motorized vehicle, the school does not accept responsibility for any liability or involvement with the licensing or operation of any motorized vehicle.

12. All international students must recognize that attendance at the school is a privilege and an opportunity not to be taken lightly and thereby requires all international students to demonstrate superior behavior, global citizenship and a strong desire to excel academically, while observing our Christian standards and values.

13. For returning freshmen, sophomore and junior students who intend to return to the school the following year, you must bring your I-20 to school for the appropriate signature prior to summer vacation.

14. Graduating senior international students must notify the school as soon as they have been accepted to the college/university where they plan to study. Students should follow the protocol set by the individual college/university after notifying the school in order to arrange the transfer of the international student's record through SEVIS.

H. School Responsibilities

1. The school must obtain documentation that sufficient funds are available to cover all expenses for the entire school year.

2. International students must pay the full cost to educate international students,

and are expected to pay all normal expenses, including standard course and extra-curricular activity fees. The school has no obligation to provide any special services, tutoring, supplies or equipment.

3. International students have all rights and privileges accorded to community students – however the right to a diploma is conditioned upon satisfactory compliance with school, Diocesan and Pennsylvania Department of Education requirements.

4. The school will make every effort to integrate international students into the school's social fabric. Schools shall encourage international students to participate enthusiastically in school activities, to make friends, to make a personal contribution to the school – and to share information and knowledge about their country and themselves, informally, by making presentations in classes and to community groups and talking to media when asked.

5. The school is not to advertise nor solicit for host families in any way, but may make available, without any comment or expression of support or opinion, materials from an international student agency which is a party to a current International Student Agreement with the school.

6. The school is not to be involved in host family or host family household screening in any way.

7. The school should provide resources to the international students through mentoring programs, clubs and /or school programs to help the international students fully engage in the school.

I. International Student Check List

1. **Prior to Acceptance** international students must submit:

- (a) Application form; and -
- (b) Recommendation; and -
- (c) Transcripts; and -
- (d) Scores from the TOEFL test, SLEP test or TOEFL Junior test; and -
- (e) Have an interview via SKYPE (or a similar electronic video communication); and -
- (f) Documentation that sufficient funds are available to cover all expenses for the entire school year.

2. **After students are accepted**, they are provided with the following materials:
- (a) Health forms provided by the school; and -
 - (b) Summer reading list; and -
 - (c) Book list information; and -
 - (d) Uniform information; and -
 - (e) Locker information; and -
 - (f) Bus/van information if relevant; and -
 - (g) List of courses (course booklet); and -
 - (h) Course schedule; and -
 - (i) Sports Information; and -
 - (j) Extra-curricular information; and -
 - (k) TB test – taken after entrance into the country.

EXHIBIT "A"

DISCLAIMER AND
WAIVER

(by Faculty or Staff Member)

1. I have agreed to enter into a direct contractual agreement with the following named international student agency:_____ to serve as a host family for this international student agency.

2. At all times that I am providing host family services to the international student agency, I will report to, be responsible to and be employed solely by the international student agency, and not the school where I am a faculty member, nor the Secretariat for Catholic Education, nor the Diocese of Allentown.

3. I disclaim and waive any statement, position or argument that is inconsistent with and/or contrary to any of the above.

Signature:

Print Name of Faculty or Staff Member:

Date Signed:_____

EXHIBIT "B"

INTERNATIONAL STUDENT AGREEMENT

1. Parties

The Parties to this International Student Agreement (hereinafter "Agreement") are the following:

- A. Name of School: _____
Address of School: _____
Contact Person: _____
Telephone: _____
Cell Phone: _____
E-Mail: _____
Website Address: _____
- B. Name of International Student Agency _____
Address of Agency: _____
Contact Person: _____
Telephone: _____
Cell Phone: _____
E-Mail: _____
Website Address: _____

2. Referral of Students; Term

(a) Subject to the terms and conditions of this Agreement, the School named above (hereinafter "School") agrees to accept referrals of international students from the International Student Agency named above (hereinafter "ISA") as candidates for admission to the School.

(b) This Agreement shall commence on _____, 20__ and, unless earlier terminated in accordance with its terms, end on _____, 20__. This Agreement shall not automatically renew.

3. General Responsibilities of International Student Agency

The ISA shall have sole and exclusive responsibility for all of the following:

(a) For all of the international students' non-educational needs, including but not limited to, guardianship, health, welfare, safety and emergency support.

(b) For all costs of promoting the School.

(c) For facilitation of the application process for its student candidates, such as the submission of completed application materials with application fee and the scheduling of all interviews. If a student is accepted for enrollment by the School, then the ISA will submit a completed student enrollment contract ("Contract") signed by the accepted student's parents, and will forward the Contract and required tuition deposit to the School within the time period established by the School. The tuition for the entire school year and school fees shall be paid up front, in advance of the start of the school year through a wire of funds.

(d) For coordinating visa applications for enrolled students.

(e) For the completion and distribution of student health forms, including physical examination, medical release forms, and immunization records.

(f) For purchase of health insurance for the benefit of each student, and payment of all costs associated with medical care of students that are not covered by insurance and/or are not paid by the student's parents.

(g) For facilitation of all school related communications between the School and the student's parents, including progress reports.

(h) For the students' health, safety and welfare on weekends and after school hours on weekdays.

(i) For sending re-enrollment agreements to the parents of returning ISA recruited students, to collect tuition and school fees and signed re-enrollment agreements and forward to the School.

(j) To be the supporting local agency for the benefit of the students throughout the students' enrollment at the School.

(k) For compliance by the ISA and its international students with the Diocese of Allentown Office of Education "Guidelines for International Student Programs", which are attached as Exhibit "1" to and incorporated in this Agreement as a material part of it.

4. Housing Responsibilities of International Student Agency

(a) The ISA shall be solely and exclusively responsible for providing for all room (housing/place to live) and board (meals on a comprehensive basis) needs of the international students.

(b) The ISA shall be solely and exclusively responsible for the selection of host families or other personnel acting as hosts in providing room and board. The selection process shall include the screening of each member of each host family and that host family's household and all other individuals acting as hosts, with such screening to include in-person interviews,

home inspections, personal reference checks, criminal history background checks and child abuse history checks, including without limitation any and all checks as required by applicable law, as often as required by applicable law but no less frequent than every year. In ISA's selection of host families or others, the ISA warrants and represents that it will limit its selections to only such host families (and their households) or other individuals acting as hosts whose backgrounds are devoid, free and clear of any issues or problems.

5. Insurance and Indemnification Obligations of International Student Agency

(a) The ISA will provide a Certificate of Insurance providing a minimum of US\$2,000,000.00 comprehensive general liability insurance coverage, which must include coverage for sexual misconduct claims, and name the following as "additional insureds" on the Certificate of Insurance: the School, the principal of the School, the Diocese of Allentown and its Bishop, and their respective agents, servants, workmen and/or employees. The insurance policy shall be issued by an insurance company authorized to do business in the Commonwealth of Pennsylvania and rated at least A, with a V financial size category, by A. M. Best Company, Inc. in its "Key Rating Guide: Property Casualty" or a comparable rating if Best shall no longer be in existence, and specify the school and the Diocese of Allentown shall be notified at least thirty (30) days prior to cancellation or modification of such insurance coverage. As soon as possible after the contract is signed, but not more than thirty (30) days after it, the ISA shall provide to the school the declaration pages and endorsements from such insurance policies by which the foregoing persons are named as additional insureds and the other insurance requirements are complied with. The declaration pages and endorsements shall be provided each year as the policy renews for the duration of this Agreement. Insurance shall be obtained on an occurrence, as opposed to a claims made, basis, and shall be primary and non-contributory with a waiver of subrogation in favor of the School and the other additional insureds; and -

(b) The ISA agrees to indemnify, defend and hold harmless the School, the principal of the School, the Diocese of Allentown and its Bishop, and their respective agents, servants, workmen and/or employees of and from any and all claims, demands, actions, litigation, awards, verdicts, and judgments of any kind, together with reasonable attorneys' and experts' fees, based upon or arising in whole or in part out of any alleged breach by ISA of any of the responsibilities and obligations it has assumed in this Agreement or any negligent and/or wrongful acts and/or omissions of ISA, any member of any host family or the household of the host family and/or any international student.

6. School Obligations

(a) The School will provide up to date and accurate information and materials for ISA's promotional effort about the School.

(b) The School will forward to ISA any international student inquiries received by the School that it knows have been generated by ISA's promotional efforts.

(c) The School will provide a copy of the offer of acceptance letter, or decline acceptance letter, to both ISA and the parents of the proposed international student.

(d) The School reserves the right to terminate the enrollment of any student for violation by the student of the School's academic and/or disciplinary and/or extra-curricular and/or student handbook policies, rules and/or procedures.

(e) The School will send enrollment and re-enrollment paperwork to the ISA for ISA recruited international students.

7. Termination

School shall have the right to terminate this Agreement prior to its expiration as follows:

(a) If, after fifteen (15) days' notice to ISA, ISA fails to cure a breach of this Agreement by ISA.

(b) Immediately if some or all of the arrangements between ISA and the School are or become illegal, if ISA ceases to do business, or upon the permanent closure of the School.

(c) Immediately if ISA has engaged in, is under investigation for, or has been charged with any conduct which is of a criminal nature.

8. Notices

All notices, statements, requests, demands, consents, and other communications (each referred to in this paragraph as "Notice") permitted or desired to be made relative to this Agreement shall be given by one of the methods described in this paragraph. Notice shall be effective and deemed to have been received as follows: one (1) day after deposit for overnight delivery with a nationally recognized courier requiring signature for receipt or providing tracking of delivery to a person at the recipient's address; or two (2) days following deposit with the U.S. Postal Service, postage prepaid, certified mail. All Notices shall be directed to the parties at the addresses shown in this Agreement, and an additional copy shall be sent to the Diocese of Allentown, P.O. Box F, Allentown, PA 18105. A party may change its address for Notices under this Agreement by giving written Notice in like manner to the other party, specifying that the purpose of the Notice is to change the party's address.

9. Miscellaneous

(a) This Agreement may be amended only in writing, signed by representatives of both Parties.

(b) This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof, and supersedes all prior written or oral, and all contemporaneous

oral agreements, understandings and negotiations.

(c) This Agreement shall be the valid and binding obligation of the parties only upon execution by both parties.

(d) This Agreement shall be interpreted and controlled by Pennsylvania law without regard to its conflict of law principles. The sole and exclusive jurisdiction and venue for resolution of any and all disputes arising hereunder or in any way related hereto, shall be the Court of Common Pleas of Lehigh County, Pennsylvania, only. The parties agree to and shall use that venue for any dispute arising out of this Agreement.

(e) This Agreement and the rights and responsibilities arising under it may not be assigned without written consent of both parties.

(f) This Agreement has been prepared by and through the joint efforts of the parties hereto and shall not be interpreted or applied more strictly against one party than the other or more favorably to one party than the other. In addition, the terms "include," "includes", "including" and similar terms shall not be interpreted as words of limitation, but shall be construed as if the phrase "by way of example but not limitation", "but not limited to" or a similar expression was appended to them.

(g) The provisions of Paragraphs 5(b), 6 and 9 of this Agreement shall survive its expiration or earlier termination.

[SIGNATURE PAGE FOLLOWS. THIS SPACE IS BLANK.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have hereunto set their hands and seals on the date indicated.

WITNESS:

SCHOOL:

Print Name of School:

By:_____

Print Name:_____

Print Title:_____

Date Signed:_____

WITNESS:

INTERNATIONAL STUDENT AGENCY:

Print Name of ISA:

By:_____

Print Name:_____

Print Title:_____

Date Signed:_____

Exhibit List

“1” Guidelines for International Student Programs