

University of Houston - Downtown



Education Counseling Agreement

Dear _____:

The Continuing Education Division’s English Language Institute (“ELI” or “English Language Institute”) of the University of Houston - Downtown, a public institution of higher education of the State of Texas pursuant to sections 111.01, et. seq. of the Texas Education Code (“University”), is pleased to submit the following Contract to conduct an educational counseling relationship with your company, (“Company”).

Following are the terms of agreement.

1. The English Language Institute will provide:
 - a. Educational instruction to student(s) referred by Company and enrolled in University’s English Language Institute, in any of our standard intensive English programs with all standard program benefits for students.
 - b. Brochures and other admissions materials approved by ELI.
 - c. Follow up on applications by the ELI Director.
2. Company will provide:
 - a. Referral of international students who are qualified to enter the University of Houston-Downtown's English Language Institute.
 - b. Completed applications, deposits and initial fees, and appropriate supporting documentation for each applicant.
 - c. A counseling program which fully and accurately represents the ELI and University.
3. Term of Agreement:
 - a. The initial term of the agreement will begin on _____ and end December 31, _____. This agreement may be renewed, after the initial period, for four (4) consecutive one (1) year terms, beginning January 1, _____ upon mutual agreement of both parties.
 - b. Either party may terminate this agreement with 30 days written notice to the other party.

4. Consideration:

- a. University will pay Company a one-time fee for each student who registers for at least one session in the English Language Institute’s Intensive English Program (IEP) through Company and remains registered beyond the first ten class days.
 - (1) A fee of US\$_____ for one session (6.5 weeks) or US\$_____ for two sessions (13 weeks) will be paid for any student entering the English Language Institute on an F-1 (Student visa) or F-2 visa.
 - (2) A fee of US\$_____ for one session or US\$_____ for two sessions will be paid for any student entering the English Language Institute who is eligible to pay resident tuition.
- b. University will pay Company according to fee schedule appended in Appendix C for each student who registers in the English Language Institute’s International Accelerated Program (IAP) through Company and remains registered beyond the first ten (10) class days.
- c. University will pay Company according to fee schedule appended in Appendix D for each student who registers in the English Language Institute’s Short-Term, Special-Purpose Program.
- d. Company shall submit an invoice within 30 days of the student I-20 “Reporting Date” or within 30 days of the first day of class(es) if the I-20 “Reporting Date” does not apply. The invoice will include a description of the “Service Rendered,” the “Date of the Invoice,” the “Student Name,” the “Student Reporting Date (On the Student’s I-20 if Applicable - Month Day, Year)” and the “Amount Due” (see Appendix A – one page).
- e. University will make payment if it receives an invoice described above and in accordance with Texas Government Code Chapter 2251:
 - (1) Within 30 days, where day one is the latter of: (1) the day after ten class days or (2) the date of receipt of Company’s invoice, and
 - (2) In United States of America dollars via check drawn upon a United States of America bank and sent directly to Company.

5. Special Terms and Conditions:

- a. Company is not an agent or representative of the University and does not have the authority to bind the University, or make promises or guarantees to any student or parent. University is not responsible for any statements made by Company to any student, parent or other third party with regard to the transactions contemplated under this Agreement.
- b. Company indemnifies and holds the University harmless from any and all third-party claims, demands, damages, costs or losses whatsoever (including legal fees) arising out of or relating to the activities of Company in performance of this Agreement.
- c. All counseling materials used to represent the ELI or University will be subject to ELI written approval prior to their use.
- d. The counselor’s fee only applies to Company referred students who attend the ELI and is not applicable to referrals without enrollment and attendance. There is and will be no agreement between University and Company concerning students who enter University beyond participation in the ELI program.
- e. Actual payment of ELI tuition should come from the student at the time of registration rather than from Company.

- f. Cause for termination includes but is not limited to chronic problems or disagreements concerning the eligibility of students sent, problems with the paperwork required for student admission, student complaints regarding Company, or untimely applications.

6. Records:

- a. The Family Educational Rights and Privacy Act (FERPA) sets forth certain requirements and safeguards regarding records pertaining to individuals. Any student records created by Company are subject to FERPA regulations. All university records about individuals provided to Company in the pursuance of this Agreement are the property of the University and subject to state law, University policies, and FERPA.
- b. The University and any related governmental agencies shall have access to those records of Company that pertain to the work related to this Agreement, and such records will be retained for a period of 5 years from the date of final payment. Execution of this Agreement constitutes Company's acceptance of the authority of University, the Texas State Auditor and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Company agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.

7. Ethical Practice:

Company must be committed to represent the University of Houston-Downtown English Language Institute with integrity, providing accurate and complete disclosure of all relevant information necessary for a potential international applicant to make an informed decision about enrolling at ELI. Company has read and agrees to comply with the "Statement of Ethical Principles" published by NAFSA: Association of International Educators (see Appendix B – 2 pages).

8. Company Certifications:

Under Section 231.006, Texas Family Code, the Vendor or Company certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment(s) and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

9. Assignment:

University or Company may not assign this Contract. Any attempt to do so will be immediate cause to terminate this agreement.

10. Alternative Dispute Resolution:

- a. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the University and Company to attempt to resolve any claim for breach of Contract made by Company:
 - (1) A Company's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Company shall submit written notice, as required by subchapter B, to [for the System, the Chancellor; for component institutions, the President] or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of University and Company otherwise entitled to notice under the parties' Contract. Compliance by Company with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
 - (2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Company's sole and exclusive process for seeking a remedy

for any and all alleged breaches of Contract by University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by University nor any other conduct of any representative of University relating to the Contract shall be considered a waiver of sovereign immunity to suit.

b. The submission, processing and resolution of Company’s claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.

c. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part.

11. Prohibited Bids and Contracts

a. Company acknowledges that, pursuant to Government Code § 2155.004, University may not accept a bid or award a contract to any individual not residing in this state or business entity not incorporated in or whose principal domicile is not in this state, unless the individual or business entity:

- (1) Holds a permit issued by the Texas Comptroller of Public Accounts to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual’s or entity’s business in this state; or
- (2) Certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

b. Company certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Venue Provisions:

The place of performance and venue for the filing or maintenance of any legal action pursuant to this agreement shall be Houston, Harris County, Texas, United States of America. The laws of the State of Texas, USA are controlling as to performance of this agreement.

All notices and communications regarding this agreement must be in writing and directed to the following representatives:

For the University:

For Company:

Gail Kellersberger
English Language Institute
University of Houston–Downtown
One Main Street, Suite 417 South
Houston, TX 77002-1001
(713) 221-8150

[Signatures on following page]

The above agreement constitutes the entire and complete agreement of the parties and supersedes any previous agreements (written or verbal) between the parties. We look forward to working with you.

Sincerely,

Gail Kellersberger
Director, ELI

Agreed to by:

UNIVERSITY OF HOUSTON-DOWNTOWN

COMPANY

Signature Date
Ms. Gail Kellersberger
Director, English Language Institute

Signature Date
Name _____
Title _____

Signature Date
Edward T. Hugetz
Interim, Senior VP for Academic Affairs & Provost

Note: Modification of this Form requires approval of OGC

Invoice

Services Rendered	<input type="checkbox"/> Prospective ELI student received educational counseling and was referred to the English Language Institute’s Intensive English program at the University of Houston-Downtown. <input type="checkbox"/> Prospective ELI student received educational counseling and was referred to the English Language Institute’s International Accelerated Program at the University of Houston-Downtown. Student also received preliminary placement testing, administrative help, application guidance and on-going counseling in issues of student understandings and satisfaction. <input type="checkbox"/> Prospective ELI student received educational counseling and was referred to the English Language Institute’s Short-Term, Special-Purpose program at the University of Houston-Downtown.
Date of Invoice	_____ Month Day Year
Student Name	_____ Family Name First Name Middle name
Student Reporting Date (On I-20)	_____ Month Day Year
International Accelerated Program TRACK (if applicable)	_____ <b style="font-size: 1.2em;">A B C (Circle One)
Amount Due [Note: Payment will be made in United States of America dollars via check drawn upon a United States of America bank and sent directly to Company.]	<input type="checkbox"/> International ELI Student US\$ _____ <input type="checkbox"/> Resident ELI Student US\$ _____ <input type="checkbox"/> International Accelerated Program Student US\$ _____ <input type="checkbox"/> Short-Term, Special-Purpose Program Student US\$ _____

STATEMENT OF ETHICAL PRINCIPLES

Approved by the Board of Directors, March 28, 2009

The Role of Ethics in International Education

Our contemporary world is marked by increasing globalization, greater connectedness, and ease of movement. Knowledge and awareness of other peoples, countries, cultures and beliefs is of utmost importance. As international educators we recognize that such knowledge is fundamental to the formation of educated persons and informed citizens and, increasingly, a key to professional, business, and personal success. The acquisition of this knowledge depends, to a great extent, on high-quality programs of international education and exchange.

International educators are dedicated to providing such programs and services with the highest level of integrity and responsibility. To accomplish this, we must attend carefully and actively to the ethical obligations that emerge from our relationships with students, scholars, our institutions, international partners, and other legitimate stakeholders.

As professionals, international educators share clear and defined values. We are committed to the welfare of the students and scholars in our programs. As educators, our decisions and actions should be guided by the goal of ensuring that our programs serve identifiable and legitimate educational purposes. Working in a global and multicultural environment, we are committed to the internationalization of education, not merely as a set of experiences, but as a value-laden set of interactions that produces individuals who are more knowledgeable, reflective, broad-minded, and aware.

The Role and Purpose of the Statement of Ethical Principles

We, international educators, declare our commitment to the following statement of ethical principles to:

- aid international educators in negotiating competing responsibilities, demands, and interests as they strive to make ethical decisions in complex and multicultural environments;
- inspire international educators to infuse all of their work with ethical principles and practices;
- advance the development of international education as a profession and strengthen the ethical dimensions of professional outreach, research, and training;
- aid professionals and their institutions in decision-making in the management, support, and provision of programs and services;
- highlight the ethical obligations embedded in the relationships surrounding international education;
- broaden and deepen conversations on ethical and professional practices in international education

NAFSA’S STATEMENT OF ETHICAL PRINCIPLES

Integrity

We will manifest the highest level of integrity in all our professional undertakings, dealing with others honestly and fairly, abiding by our commitments, and always acting in a manner that merits the trust and confidence others have placed in us.

Respect for the Law

We will follow all applicable laws and regulations and carefully and reflectively advise students and scholars regarding those laws and regulations. We will seek out appropriate guidance and advice when regulations appear contradictory, ambiguous, or confusing or when a situation is beyond our role or competency.

Quality

We will strive constantly to provide high quality and educationally valuable programs and services. We regularly will evaluate and review our work in order to improve those programs and services and will seek out and adopt exemplary practices.

Competence

We will undertake our work with the highest levels of competence and professionalism, regularly seeking and acquiring the training and knowledge necessary to do so. Our commitment to professional competence will extend to exercising thorough oversight of external programs and placements. Through careful planning and the development and implementation of appropriate policies, we will do our utmost to ensure the safety, security, and success of students, staff, faculty, and scholars.

Diversity

In both word and deed we will respect the dignity and worth of all people and be properly attentive and responsive to the beliefs and cultural commitments of others. In the planning, development, and implementation of programs and services we will engage respectfully with the diversity of peoples and perspectives. We will strive to ensure that our programs reflect the diversity of our institutions and their educational goals.

Transparency

We will demonstrate the appropriate level of transparency in dealings with individuals and organizations. In collaborations with other institutions and individuals we will proceed on the bases of equality and mutuality. Transactions with external providers of programs and services will be conducted professionally, always keeping the welfare of students foremost, and disclosing any potential conflicts of interests. We will provide faculty, staff, students and scholars with the information they need to make good decisions about program participation and to facilitate their adjustment to the locales and cultures where they will study or work.

Access

In planning, developing, and implementing our programs we will strive to ensure that they are accessible to all qualified individuals, doing our utmost to guarantee that international education is available to all who desire it and can benefit from it.

Responsiveness

We will maintain open and readily accessible communication with individuals in our programs and services and with our institutional partners. This includes providing students with the appropriate level of support based on age, experience, language ability, and placement.

Holding these principles constantly in mind, we will work to extend and improve international education in all its forms and at all levels, including advocating for programs, policies, regulations, and laws that reflect these principles. Additionally, we will work aggressively for the realization of these principles in our personal and professional conduct, throughout our institutions, and in organizations with which we affiliate.

Tracks of the International Accelerated Program

Track	Hours	Duration	Student Cost	Per Student Fee to Educational Counselor
A				
B				
C				

Short-Term, Special-Purpose Program

Name of Program	Duration	Student Tuition	Per Student Fee to Company	Services Rendered by Company