

ROCHESTER COMMUNITY AND TECHNICAL COLLEGE

STATEMENT OF RESPONSIBILITY, RELEASE AND AUTHORIZATION TO PARTICIPATE IN ROCHESTER COMMUNITY AND TECHNICAL COLLEGE INTERNATIONAL EDUCATIONAL OPPORTUNITY

I, _____, am a student at Rochester Community and Technical College (“the College”). I have agreed to participate in an international educational program entitled

_____ sponsored by the College in the country(s) of _____ (the Program”). I understand and hereby acknowledge that my participation in the Program is wholly voluntary. In consideration of being allowed to participate in the Program, I hereby agree as follows:

1) [OPTIONAL: IF NOT COVERED BY MNSCU POLICY: I hereby represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I sustain or experience overseas, and, more specifically, in the countries in which I will be traveling while on the Program. By my signature below, I certify that my health insurance policy will adequately cover me while outside the United States.] I, on behalf of myself, my agents, heirs and next of kin hereby release the College of all responsibility and liability for costs associated with any injuries (including death), illnesses, claims of damages, charges, bills and/or expenses I may incur while I am abroad, including medical evacuation and repatriation. I agree to report to the College any physical or mental condition I have which may require special medical attention or accommodation during the Program at least thirty (30) days prior to departure.

2) I understand and acknowledge that there are inherent health risks associated with traveling abroad. I agree that I am personally responsible for obtaining all health information, instruction, medical procedures, immunizations and medications appropriate to my intended travel. I recognize that the College is not responsible for any of my medical or medication needs and I assume all risk and responsibility therefore. [OPTIONAL: I further agree that if I become incapacitated, the College, through its agents and employees, may take whatever action is deemed necessary with respect to my health and safety. I authorize the College, its agents and employees to place me, at their discretion and without further consent, in a hospital or in the care of a local doctor or other appropriate health care provider for medical services and treatment, if necessary or desirable, I also authorize them to transport me back to the United States by commercial airline or otherwise for medical treatment.] I agree that I am fully responsible for any and all expenses, including transportation costs, associated with or in any way related to my medical care.

3) I understand that the College reserves the right to make changes to the Program itinerary at any time and for any reason, with or without notice, and the College shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. I acknowledge that I have been advised to obtain trip insurance, at an additional cost to be paid by me. The College is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the College makes flight arrangement. Any additional expenses resulting from the above will be paid by me. The College reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the College.

4) I understand and acknowledge that the College assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors or hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the College, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service of for any substitution of hotels or of common carriers beyond the College's control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, the College will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely. The right is reserved by the College, in its sole discretion, to cancel the Program or any aspect thereof prior to departure; and, in the College's sole discretion to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States if the College determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued.

5) The College reserves the right to decline to accept or retain me in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of the College, or any provision of the College Student Conduct Code, which I hereby agree shall apply to my conduct while I am abroad, I understand that I may be required to leave the Program in the sole discretion of the college's employees, agents and representatives, and I may be referred to the appropriate College officials for further disciplinary action. I agree that College officials may disclose information about me that may be classified as confidential or private to my parents, or others I have named as emergency contacts, as they deem appropriate or necessary for Program purposes while I am abroad.

6) I understand and acknowledge that I have received and reviewed the attached U.S. State Department Consular Information concerning travel to, in and around _____ . I have read the Travel Warning issued by the Department of State for _____ dated _____, and the Public Announcement issued for _____ dated _____. By these announcements, I am aware of and understand that the Department of State continues to alert U.S. citizens to on-going safety and security concerns in _____, and the risks and dangers of travel to, in and around _____, including but not limited to the dangers to my own health and personal safety posed by terrorism, crime, civil unrest and violence. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks which could arise out of or occur during my travel to, from, in or around _____.

7.) Although the College is sponsoring this course, I understand that college faculty or representatives or agents may not be supervising me at all times. I may have the opportunity to travel independently periodically, subject to the faculty director's requirements for participation in and attendance at classes and other activities that are a required part of the Program. During such independent travel, I understand that I am responsible for my own safety and cannot hold the college liable for any injuries to my person or property or any other losses as a result of my participation in the program.

If I decide to leave the program before completing the course of study, I will provide the college with advance written notice of my intention to leave the program. If I leave the program prior to its completion, the college has no liability to provide or arrange for transportation, housing, dining or other services to me in connection with my early departure.

8.) I understand that engaging in political activity in _____, including but not limited to, joining political parties or unions, participating in demonstrations, soliciting political material or picketing may be dangerous or illegal. If I have legal problems because of such activities, I understand that the College cannot provide legal counsel.

9.) I understand that as a U.S. citizen in a foreign country, I will be subject to the laws of that country. I agree to comply with those laws, as well as the College Student Conduct Code, including refraining from using, possessing or selling any illegal drugs. I understand that being charged with any infraction of the laws of the foreign country, including possession of any illegal drugs, is grounds for immediate expulsion from the Program without refund. In addition, I understand that should I have any legal problems while abroad, I am responsible for any legal costs incurred as a result. The College cannot provide legal counsel in such circumstances.

10.) I am at least eighteen (18) years of age and I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I have had the opportunity to review this document with legal counsel. This Agreement represents my complete understanding with the College concerning the College's responsibility and liability for my participation in the Program, and it supercedes any previous or contemporaneous understandings I may have had with the College or its representatives on this subject, whether written or oral, and cannot be changed or amended without the parties' mutual written consent. My signature represents my voluntary agreement.

Dated: _____

(Signature)

Name (Printed)

ROCHESTER COMMUNITY AND TECHNICAL COLLEGE

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

ROCHESTER COMMUNITY AND TECHNICAL COLLEGE

I am a student at Rochester Community and Technical College (the College) and have agreed to participate in an international program in _____ (the Program) from _____ through _____, 200_. I am not required to participate in this Program. My participation is wholly voluntary. In consideration of the College's agreement to permit me to participate in the Program, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the College and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, any activities or field trips, regardless of whether they are sponsored, supervised or controlled by the College, except for any injury or damage as may be caused by the gross negligence and/or wanton misconduct of the agents or employees of the college.

2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the College and its employees, agents, officers, trustees and representatives (in their official and individuals capacities) from any and all liability, loss, damage or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Program, any related independent travel, any activities or field trips regardless of whether they are sponsored, supervised or controlled by the College.

3.) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Minnesota, U.S.A., and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I am at least eighteen (18) years of age, have had the opportunity to consult with legal counsel, have read this entire document and understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I am signing it knowingly and voluntarily.

Dated: _____

(Signature)

(Printed Name)

**Practical Tips on
Managing Risk in Student Travel for Off-Campus Activities
Minnesota State Colleges and Universities
CAO-CSAO-Deans Conference
Cragun's Resort
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I. Background: The Law of Negligence

When a suit arises out of injury relating to a campus activity, the claims are generally based on an allegation of negligence. The four elements of a negligence claim are: legal duty of care; breach of that duty; causation (a causal connection between the breach of duty and the injury); and damages. There is no single legal standard of duty of care owed to students by colleges and universities; that will depend on the activity, the connection to the school and other factors. For example, in the classroom, the law is generally well-established that a college or university has a duty to exercise reasonable care in the operation and maintenance of its premises for the protection of its student invitees, similar to a landlord. In other aspects of the college or university relationship with students, such as optional activities, the legal duty may be more difficult to define.

In general, the more control a college or university has over an activity, the greater its duty of care to the participants.

A good summary statement is as follows: *colleges and universities have a duty to regulate and supervise foreseeably dangerous activities occurring on their property or in programs that they actively supervise, particularly when they elect to promote, sponsor or control those activities.* The standard of action, of course, is what steps are reasonable under the circumstances.

Student programs with a travel component are vital, enriching aspects of the college and university experience. At the same time, such programs create increased risk of liability exposure and can have a significant impact on campus facilities and services. In order to properly manage these programs, colleges and universities must have an effective framework within which to evaluate and manage inherent risks

II. Managing Risk in Student Travel

As stated above, colleges and universities must take “reasonable” measures to deal with foreseeable or known hazards or risks; this is particularly true when planning travel

A. General Framework for Addressing Safety Issues:

- Scope the universe
 - What programs exist and who/how are decisions made?
- Identify health or safety risks
- Identify appropriate safety standards
 - MnSCU Policies/Procedures
 - College/university policies/procedures
 - Best practices
- Develop/Implement *realistic* policies/procedures
 - To correct, prevent hazards

- *Remember, if something happens, these will be standards against which the program will be measured*
- Inform participants about inherent risks
 - Appropriate mitigating measures?
 - Insurance?
 - releases?
- Inform participants about safety policies/procedures
- Educate students about other good safety practices. Instructors should model safe practices
- Monitor compliance
 - Update policies and procedures as appropriate

B. Scoping the Issue: Who Manages Student Travel?

Decisions about student travel are typically highly de-centralized and subject to many different standards of review. Managing risk in student travel begins by inventorying the types of travel and researching current management practices. There are many types of trips that students may take for college or university-related purposes: course field trips; internships; theatre or music or other performances; professional or scholarly conferences; student clubs; volunteer activities; student government programs; varsity team travel; club sports – and even study abroad.

To begin to understand the scope of student travel and the decision making process currently in place, think about these questions for each type of student travel:

- Who decides whether the trip will be made?
- Who selects the mode of transportation?
- Who, if anyone, oversees safety?
 - Appropriate procedures in place?
 - Compliance with procedures?
- Who can cancel the trip?
- Who has prime responsibility in an emergency?

A college or university should consider clarifying the scope and location of authority for different types of travel and provide resources to help establish appropriate benchmarks for safety.

Recommended Resource: *Safety in Student Transportation: A resource Guide for Colleges and Universities*

http://www.ncaa.org/sports_sciences/safety_in_student_transportation.pdf

This is an 80 page practical resource that was a joint project of the American Council on Education (ACE); the NCAA; and United Educators Insurance. It contains many useful suggestions for reviewing and implementing improved safety practices in student travel.

C. Road Travel.

Driving risks may be underestimated, especially by young and inexperienced drivers.

Use of MnSCU-owned or leased vehicles is always preferable, especially if the activity is academic requirement.

Rental Cars. Risk Management highly recommends use of Enterprise rental cars (per MnSCU contract) for out-of-state travel. *The current Enterprise Rental contract prohibits anyone other than employees from driving – this includes students unless they are also employees (and the driving is part of their assigned responsibilities).* Check with your campus insurance contact for

any other driver limitations in the contract. If a college or university chooses to rent a vehicle from some other source, total insurance coverage must be purchased.

If state-owned vehicles are used for out-of-state or international (this includes Canada!) travel, check with campus risk management for insurance coverage.

State-owned vehicles. Trip organizers should notify drivers of applicable rules:

System Procedure 5.19.3 Subpart 3 is the current standard for use of MnSCU-owned or leased state vehicles:

- *State business use only*;
 - Authorized to drive:
 - Employees;
 - Students* who have appropriate permission by college officials;
 - Individuals assisting employees or students with a disability, as approved;
 - Authorized volunteers;*
- * Students or volunteers, if injured, would not be covered by MnSCU medical coverage or worker's compensation, although they would have liability coverage.
- Valid U.S. driver's license;
 - Must observe all ordinances and laws pertaining to the operation of motor vehicles;
 - Authorization to ride:
 - State employees;
 - Others participating in related state programs;
 - Individuals assisting disabled employee or student, as approved.

Colleges and universities should establish procedures to ensure compliance with System Procedures. Schools should have a procedure in place to verify that drivers have valid licenses and know that they must abide by all pertinent rules and laws. Student drivers must be under the direction of a college or university employee, i.e., operating the vehicle only for approved purposes.

The *Safety in Student Transportation Guide*, referenced above, includes a number of other suggestions for other policies, procedures, training and orientation and record-keeping for travel approval. Remember, however, as noted above, to differentiate between requirements and aspirational standards – the college or university will be measured against its adopted requirements in the event of an incident.

FYI: Office of the Chancellor Risk Management staff are working together with other state agencies on refining vehicle use guidelines. Some additional risk management standards under consideration include:

- Requiring seatbelt use front *and back*
- More standards on not permitting distractions visible to driver such as video games, driver use of cell phones or any other ear piece linked equipment
- Requiring front seat passenger to be alert at all times
- More guidelines on checking driver qualifications
- More standards on trailer use, e.g., commercial trailers, hitches only; checks on compliance with vehicle approved towing capability, etc.

Colleges and universities will be notified of changes to System Procedures or other standards.

15 Passenger Vans. Use for MnSCU activities is ABSOLUTELY PROHIBITED by Risk Management Policy (including rental). A general van safety tips handout is available from the State Risk Management Office at: 651 201-2594.

Follow manufacturer's recommendations about towing, including loading, weight, proper hitches and safe following distances. The National Highway Traffic Safety Administration has published an excellent pamphlet: *Towing a Trailer: Being Equipped for Safety* available at: www.ntsa.dot.gov/cars/problems/Equipment/Towing.pdf

Use of Personal Vehicles. If students are car pooling for a voluntary activity, trip organizer should generally not assume responsibilities such as assigning drivers or passengers or dictating route; reimbursement for mileage would not be appropriate.

Drivers using personal vehicles should understand that their liability insurance will be primary in the event of an accident.

D. Field Trips.

Planning should always include reasonable safety precautions, including travel, location of activity, and safety of equipment and/or facilities to the extent have ability to control. Orientation should include discussion of safety issues, especially known risks inherent in the activity and/or location. Release forms are generally a good idea, especially for out-of-town or overnight travel, and should be used as part of the more comprehensive discussion about potential risks and safety. (See below for discussion of releases.)

Instructors should avoid actions that increase risk by assuming responsibilities that signify an unintended supervisory role or unintentionally make student agents of the school. So, for example, if students drive their own vehicles on a field trip, instructors should be clear that transportation arrangements are voluntary and not being supervised in any way by the college. In such a situation, instructors should never assign students to drive their own vehicles (or assign riders) and may not offer mileage reimbursement.

E. Release, Waiver and Indemnification Agreements.

Colleges and universities in a wide variety of situations attempt to limit liability for negligence by requiring students to sign some kind of waiver or release in order to be allowed to participate. A release or waiver signifies the voluntary relinquishment of a right for future action; an indemnification agreement is a promise to provide liability coverage and/or defense of actions. The enforceability of such documents has met with mixed success in the courts, and there are pros and cons to using them. If well drafted, a release will clearly notify students of all the potential risks inherent in the activity, and that a signature means a voluntary relinquishment of his/her right to sue the college or university for negligence. A good release can be very helpful to help the college or university avoid liability in the event of a claim.

On the other hand, if the release is poorly drafted so that it is incomplete, unclear or attempts to "over-reach" by including a release for gross misconduct or intentional injury, it will not be enforced. Moreover, requiring a release may signify an unintended legal relationship between the student and the college or university that creates a duty of care. In other words, if a college or university opts to oversee a student activity to the extent of requiring a release, a court may extend legal responsibility for other reasonable measures to supervise student safety.

Use of a release that has been approved by the Office of General Counsel or AGO is very highly recommended for all study abroad trips, especially those that are operated by a system college or university. Other types of activities for which a release may be used include optional domestic field trips, or extracurricular activities such as theatre, sports or clubs if they involve significant risk of injury or travel. Releases are unlikely to be valid for classroom activities that are mandated by program requirements. Releases may also be used for clinical internships, especially if the student has chosen the location and made independent arrangements. Even if releases are not used, students need to understand the inherent risks through other means of notice.

Since the enforceability of releases will depend to a large degree on state law, it is essential for the AGO or OGC to be consulted when drafting to ensure appropriate language. The following guidelines may be helpful when creating initial drafts of a release form:

- Use language that is clear, unambiguous and understandable;
- Don't use (copy) legal jargon;
- Specify with particularity the conduct that the parties intend to be covered;
- Make the release language conspicuous;
- Where practical, negotiate the release and provide an alternative to signing (perhaps in the form of an increased fee); if this is not practical, provide contact information for someone to answer questions and allow adequate time for consultation;
- Clearly label the document to provide notice of its function, e.g., "General Release and Covenant Not to Sue";
- Use a separate release document for each releasing party;
- Include a declaration of having read and understood the release, of the voluntary nature of the activity, and of the shared responsibility for safety;
- Provide releasing party with sufficient time and an appropriate place for signing the agreement;
- Above all, draft the release to be informative and educational – include with specificity all potential risks inherent in the activity; remember, the goal is to present an informed choice about whether to voluntarily participate.

It is important that faculty or staff who use releases understand that their conduct must be consistent with the content. The validity of a release will be undermined by oral representations that the release is "just a technicality" that shouldn't be taken seriously or that the described risks are overblown. Do not promise safety.

Following these guidelines cannot guarantee that the releases will be valid and enforceable, but they will increase the odds.

Contact the Office of General Counsel for assistance in drafting an appropriate release for your activity. Releases for study abroad programs may be especially detailed.

International Travel.

III. Framework for Addressing Risk in Study Abroad

This is an area where it is sometimes difficult to accurately state the legal standard of care owed to students. Courts today consistently reject the notion that colleges and universities stand *in loco parentis*, and it is clear that the college or university is not an insurer of the safety of its students. Courts recognize that college and university students are adults who have the legal right to control and regulate their own lives. Nevertheless, in study abroad, it is critical that

colleges and universities address reasonably foreseeable and actual risks when planning and offering study abroad opportunities.

A. Establish a Procedure for Reviewing Proposals

The threshold issue regarding any extracurricular activity is whether to offer the activity or recognition as a college or university sponsored group. The composition of the decision loop, including the level of administrative approval, depends on the proposed activity. The review procedure, a risk-benefit analysis, should be established in writing, and some documentation of the process of balancing the applicable policy considerations is recommended. For example, preserve notes of the discussion concerning the extent to which the proposed activity serves the college or university educational mission; how it fits the overall allocation and prioritization of the school's financial resources; student interest; the nature of the risk inherent in travel to this location, including political and social climate, etc. Remember, you can say, "No."

B. Program Development

Study abroad programs can be operated in many forms: simple permissive programs, owned or sponsored by an individual US college or university, by a consortium, or through an independent study abroad program provider. It is important to develop programs that fit the college or university mission and maintain sufficient staff with appropriate expertise for both student services and academics.

- **Third Party Programs.** The college or university is not entirely insulated from liability by simply offering programs that are operated by third parties. Before promoting such programs, employ due diligence to make reasonable inquiries about the qualifications and practices of the third party. Work with the operating entity to review the health and safety issues that are presented by the particular program as well as support services that are offered. Be sure to understand who is actually operating the program and confirm (ideally by in-person inspection) that all offices, classrooms and housing meet basic safety standards. Ask for a copy of the insurance policy to check coverage.
- **Sponsored by MnSCU.** As for programs directly operated by Minnesota State Colleges and Universities, emergency preparedness processes and a crisis response plan should be a required aspect of the approval process. Contracts with any third party should include a provision to subject them to college or university policies and standards.

C. Accident and Illness Insurance Coverage. The MnSCU System pays for a base policy that covers students, employees, volunteers or chaperones traveling to, participating in and returning from travel abroad programs that are sponsored by a system college or university. Dependent spouses are eligible for coverage for an additional fee. The coverage includes medical evacuation and repatriation. There is an additional premium for each trip under this policy; the amount will depend on the location and duration of the trip and other factors.

System study abroad trip organizers should contact the State Risk Management Office: Marlys Williamson at 651 201-2591 for premium information as early as possible in the planning process so that the cost of the program will reflect this amount. The carrier reserves the right to refuse coverage for travel to high risk destinations regardless of whether they are under a formal Department of State Travel Warning..

All system travel abroad sponsors *should be strongly encouraged if not required* to have all participants provide proof of equivalent coverage if such a policy is not provided.

For each program, a rider to the basic policy must be purchased for which an additional fee is charged, so it is essential that study abroad program planners contact the Department of Administration Risk Management Office to arrange for coverage in a timely manner. The fee will vary depending on the trip destination and number of participants and is paid by the college or university.

D. Program Implementation

Study abroad program implementation requires consideration of and support services for all the complex responsibilities of operating a college or university in the U.S. These issues include, but are not limited to:

- Risk and crisis management plan;
- Drug and alcohol issues, counseling
- On-site travel and transportation, excursions (the number one safety issue)
- Health education and treatment
- Students with special needs, disabilities
- Housing, homestay, residence halls

Colleges and universities should have effective policies and procedures in place for dealing with these and other appropriate issues. Many valuable resources are available on the Web. The most comprehensive site for information on study abroad issues is through the SAFETI (Safety Abroad First – Educational Travel Information) Clearinghouse Project. It is funded through support by FIPSE (the Fund for the Improvement of Postsecondary Education) of the U.S. Department of Education, and part of the Center for Global Education at the University of Southern California. It is set up to disseminate study abroad information to colleges and universities through the Web in order to enhance collaboration between institutions. The Web site is: www.globaled.us/safeti/index.html

The information on the SAFETI site is arranged into five main areas: Program Administration, Health and Medical Care, Insurance, Personal Safety and Adjustment, and Crisis and Risk Management, which include background information about various items of concern, sample policies and procedures from other programs, and useful links to other sites. There is also a study abroad *Program Audit Checklist* that is useful in reviewing current policies and procedures and identifying items that need attention. Each item on the checklist includes a link to resources on that topic.

The Association of International Educators (NAFSA) also has useful information available on its Web site: www.nafsa.org/safetyabroad.

E. Student Orientation

An integral part of any study abroad program is orientation to students about the realities of the program, including such matters as: academics, conduct expectations, housing, food, travel, alcohol and drug use and abuse, health and safety issues, language and cultural issues, etc. Include clear information about foreseeable and known health and safety risks. Ask on-site personnel for crime statistical information and make that available.

Some schools require completion of a formal orientation course. Whatever approach is chosen, the goal is to give prospective students a realistic picture of what to expect and what will be expected of them. Potential participants should be advised about the aspects of the study abroad program that are beyond the sponsor's control and it must always be emphasized that safety cannot be guaranteed.

A recommended part of orientation is to include copies of State Department travel information. In fact, many schools make review of this travel information mandatory – and will even attach copies of the documents to the Statement of Responsibility form that students sign (see below) to ensure clarity about what was communicated.

All prospective students should be required to allow review of their conduct as well as academic records as a condition of participation. And all students should be required to sign a release to permit sharing of education records or other information with appropriate third parties, including parents during the study abroad course, and to authorize arranging emergency medical care, if necessitated.

F. Health and Safety Resources

Every country around the world presents health and safety considerations for the administration of a study abroad program. The SAFETI Web site discussed above includes links to many important informational sites. The U.S. State Department Bureau of Consular Affairs has a wealth of information available that is country-specific and important to be aware of when planning, implementing and participating in any study abroad program at: www.travel.state.gov The Department posts a Consular Information Sheet on every country providing valuable background information on many issues, including the current political and social climate. There is also a special site that includes travel abroad tips for students at: www.travel.state.gov/travel/tips/brochures/brochures_1219.html .

Travel Warnings and the less urgent Public Announcement cautions are posted at the State Department site by country and region.

Note that System Procedure 5.19.3 Part 11, Subp. D. prohibits college or university sponsored travel to countries under a Travel Warning.

The US Centers for Disease Control and Prevention posts travelers' health information at: www.cdc.gov/travel/index.html.

G. Support for Students with Disabilities in Study Abroad

Providing reasonable accommodation to enable students with disabilities to participate in study abroad programs requires careful planning. Each student's situation requires individual review and an assessment of the program's ability to provide support – don't make decisions to screen out disabled students based on assumptions or stereotypes. In some cases a medical release from a treating physician may be appropriate to verify that the student is medically able to participate in the study abroad program, but it is important not to ask for medical information until *after* a conditional admissions decision has been made based on non medically-related factors. The college or university student disabilities coordinator may be a good resource for assistance on obtaining the appropriate medical information.

A useful Web site that contains links to resources developed by Mobility International and Access Abroad is: www.usc.globaled/irl/irlca8.html.

NAFSA recently published a document entitled: *Best Practices in Addressing Mental Health Issues Affecting Education Abroad Participants* available at: <http://www.nafsa.org/MentalHealth>

G. Participation by PSEO (Minor) Students in Study Abroad Programs

Colleges and Universities may, as a policy matter, decide that PSEO students will not be permitted to participate in study abroad programs. Such policy decisions may be based on factors such as a determination that PSEO students lack sufficient academic preparation to benefit from such programs, or financial considerations relating to costs that must be borne by the college.

Of course, if minors (under age 18) are permitted to participate in study abroad, their parents or guardians must be included in the health and safety orientation and will be signing the releases on behalf of the students.

H. Program Evaluation

Evaluation is an important part of program development and is necessary for continuous program improvement. Ongoing evaluation by participants increases the quality of programs in terms of academics, student services, and health and safety issues. Program evaluation should include record-keeping about crime and safety incidents, which should be carefully reviewed to point out any necessary program changes.

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