

Rotary District 5010 Outbound Youth Exchange Contract

The following are the legally drafted and approved Youth Exchange agreements/contracts for Outbound District 5010 Rotary Youth Exchange Students and their families.

As the legally responsible officer, only the District Governor is authorized to sign Youth Exchange agreements /contracts of any sort and to bind the District. The District Governor will only sign Youth Exchange Agreements which have first been legally reviewed and approved by legal counsel retained by the District.

There are three separate but related documents, all of which shall be fully executed by all parties and forwarded to the District Governor prior to any District 5010 Outbound student leaving on a Youth Exchange

Rotary Youth Exchange Agreement

Rotary International District 5010

This agreement is made as of this _____ day of _____, 202_, between Rotary International District 5010, Inc., whose mailing address is 200 West 34th Avenue, PMB823, Anchorage, Alaska 99503 referred to as “Rotary”, and the Student _____, referred to as “Student” and Student’s parents/ legal guardians _____ and _____, whose mailing address is _____, _____ Alaska 99____, referred to as “Parent(s),” collectively referred to as the “Parties.”

In consideration of their mutual promises, obligations, covenants and agreements set out in this agreement and in consideration of the opportunity afforded to Student by Rotary and by the sponsoring Rotary Club _____, the parties agree as follows:

1. The Student has been tentatively selected to participate in the competitive Rotary District 5010’s International Youth Exchange Program (YEP) and will be hosted in a foreign country (“host country” and “host district”) as selected by Rotary. This is a cultural and language immersion exchange program.
2. The Student is responsible for following all program rules and regulations, which are generally set forth in the attachment to this agreement and as elsewhere disclosed to the Student and the Parent(s). Student shall sign the attached Student Agreement, which is incorporated as a part of this agreement by Attachment, and shall abide by all terms and conditions of that Student Agreement.
3. As a material inducement to Rotary for this YEP, the parents represent that they are the legal guardians of the Student and have full and complete authority to enter into this agreement and that there are no legal reason nor other impediment that might affect the Student’s successful participation in this foreign YEP.
4. **The Parents understand and agree that:**
 - a. **A foreign cultural immersion is inherently demanding and stressful on the Student.**
 - b. **Parents hereby represent to Rotary, as a material inducement for Rotary’s entering into this agreement, that the parents are not aware of any physical, psychological, medical, intellectual or other reason that might the adversely affect the Student’s well-being on the YEP exchange or that might negatively affect, or otherwise interfere with, Student’s successful completion of the YEP.**
 - c. **Parents hereby verify that the Student is physically, psychologically and intellectually fit for the YEP exchange experience and acknowledge that Rotary is relying upon the Parents’s representations and verifications is selecting and assigning Student. Parents will disclose to the District 5010 Youth Exchange committee during the application process any and all medications prescribed for the student for the 12 months preceding selection for Youth Exchange.**
 - d. **Parents represent that prior to the Student’s selection, Parents have advised Rotary of any accommodations that the Student might need to successfully complete the YEP.**
 - e. **Parents understand that Rotary District 5010 conducts exchanges with countries approved by Rotary and the US Government but that Rotary District 5010 and its officers and volunteers cannot verify with reasonable certainty nor control what**

occurs in the host country.

- f. **Parents understand and agree that District 5010 relies upon the completeness and accuracy of the parents's representations when selecting and assigning students as part of the YEP and parents accordingly hereby agree to hold Rotary District 5010 and its officers and volunteers harmless from any liability, damages, demands, and causes of action arising in connection with the selection of Student to participate in this exchange, the assignment of the Student to a specific Rotary exchange country, and the youth exchange program's actual implementation and operation.**
 - g. **This waiver of liability does not extend to intentional misconduct or reckless conduct on the part of Rotary District 5010 or its officers and volunteers.**
 - h. **Parents will execute the attached verification and waiver of liability, which is incorporated as part of this agreement as Attachment B.**
5. Parents understand and agree that they are solely responsible for, and shall timely pay, all costs of the Student's participation in the YEP and that Parents are responsible for assuring the Student's compliance with all rules and regulations pertaining to the YEP.
 6. Student will attend and participate in the Winter Outbound Orientation and all monthly orientation and other meetings required by Rotary and Rotary's Youth Exchange Officer (YEO).
 7. Student will devote whatever time is necessary **before departure** to learning the essentials of the language spoken in Student's host country. Student will complete the language course provided by Rotary. Student and Parents understand and agree that, as a condition for Student's continuation in the YEP, Student may be required to take a language proficiency test before departure because language is key to a successful exchange.
 8. Student and Parents will consult with Student's school counselor regarding his/her high school graduation requirements before departure. Student and Parents understand that Student might not receive ANY course credits toward graduation for Student's foreign class studies while on exchange and that Student may be required to make additional arrangements to graduate. The Student and Parents are solely responsible for ascertaining, planning and implementing the Student's long-term educational and graduation requirements. Rotary has no responsibility for the Student's educational requirements.
 9. Student will not take US online courses during the exchange. Student will comply with Rotary rules regarding limiting contact with family friends, US schools, etc. during the YEP exchange.
 10. Immunizations are a prerequisite to application to this program. The host country or school may require additional immunizations. Student agrees to get all required immunizations as well as those recommended for travelers to the host country.
 11. Student are required to use the specialized travel agency (TA) designated by Rotary for ticketing and visa processing, and Student will respond to the TA's requests within 24 hours. Failure to do so could delay Student's exchange and result in forfeiture of Student's performance incentive. The Student and Parent will not circumvent the TA to arrange for separate travel. Should Student and Parents circumvent the TA for any reason, then the Student and Parents take sole responsibility for any additional travel costs and lost refunds and Rotary shall have no financial responsibility for them.
 12. The Student will obey all laws of the host community and country, and conduct himself/herself in a

manner to reflect credit on themselves, their family, their country and Rotary. Student shall comply with all Alaska and US laws prior to departure. **Failure to do so will result in immediate termination of the Student from the YEP and if the Student is already abroad will result in termination of the YEP and the Student's immediate return home at the sole cost of Student and Parents.**

13. Student will respond to requests for reports from the Outbound Coordinator and to emails from my Youth Exchange Officer (YEO) within one week of signing this Agreement.
14. Student will fully and successfully complete his/her exchange term (typically 11 months abroad) and fulfill all the requirements of the hosting Rotary District and Club. If Student returns home early for cause or without completing the requirements of the hosting District, Student understands he/she will be terminated from the D5010 Youth Exchange Program. "For cause" does not include pandemics, war, natural disasters or other emergencies declared by Rotary International, the United States Government, or the host country.
15. Student and Parents understand that this is a cultural immersion program and that accordingly in order to achieve the desired outcome any visit with Student in Student's host country **during** Student's exchange by parents, siblings or friends will result in **termination of the exchange and the Student's return home at the sole cost of Student and Parents.** This provision includes all travel times to and from the host country. Emergency situations first approved by the host District and District 5010 are exclude from this provision.
16. Student and Parents shall, and hereby agree to, abide by all rules and regulations set forth in the Student Agreement, which is attached to this Agreement and made a part of it, and to further abide by such other Student rules and regulations set out elsewhere by Rotary International, the host Rotary Club and District, the US Government, and the host country government.
17. Student and Parents understand that violation of any of the Rotary International Rules and Conditions of Student Agreement, or this Rotary Youth Exchange Agreement at any time prior to my departure or during my exchange term may result in immediate termination from the YEP program and result in the forfeiture of all payment made. Should there be any conflict between the terms of this Agreement and the Student Agreement, the terms of this Agreement shall control. The Student Agreement is attached as Addendum A to this agreement and is incorporated herein.

18. Program fees and costs.

- a. **Flat Fee.** District 5010 charges a flat fee to cover most of the costs associated with the exchange. For the 20__ -__ exchange year, the fee is nine thousand dollars (\$9,000.00) [US/Canadian]. A Performance Incentive of nine hundred dollars (\$900.00) will be refunded to students who successfully complete the entire YEP program and are not earlier terminated for non-compliance or other cause, who comply with all program rules and conditions within thirty (30) days of return from the host country.
- b. **Payments.** Three equal payments of three thousand dollars (\$3,000.00) are due:
 - December 15th
 - March 15th
 - June 1st

Invoices for these payments will be emailed two weeks prior to the due date. Payment may be made by check, PayPal, or credit card. Payments made by credit card must include a convenience fee to fully cover the cost of processing.

c. Limited Refunds. If the student withdraws or is removed for cause from the Youth Exchange Program for any reason, the following refund policy applies:

- 30% of the flat fee (\$2,700) will be retained by Rotary if student withdraws after Winter Orientation, but before May 1st.
- 40% of the flat fee (\$3,600) will be retained by Rotary if student withdraws after May 1st but before June 15th.
- 70% of the flat fee (\$6,300) will be retained by Rotary if student withdraws after June 15th

d. Items included by Rotary. The following items are including in flat fee:

- Round trip airfare with a 12-month changeable ticket and one change (Meets strict Rotary safety guidelines. Departure airport and dates selected to meet hosting district requirements and reduce cost)
- Airport transfers on arrival and departure (students are met at the airport by a program representative)
- Rotary-approved health and personal liability insurance.
- Professional service for ticketing & visa
- Visa application fees, consulate visit if required to obtain visa
- Language learning tools such as Pimsleur or Rosetta Stone
- Language camp upon arrival in host country (if required by host district)
- Pre-departure, in-country, and post-exchange orientations including transportation, food & lodging
- Rotary blazer, business cards, name badge
- Fees required by hosting country or district, such as residence permit
- Program administration costs
- Performance Incentive

e. Items provided by Host District and Families. The following items are provided by the host family or Host Rotary Club:

- Room and board (home stay)
- School tuition (if required)
- Monthly stipend

f. Items Not included by Rotary, Host District or Host Families. The following items are not included and must be provided by the Students or Parents at their sole cost:

- Passport
- Personal expenses (e.g., toiletries, clothing, internet, club fees, activities, sports, school activities, supplies, and textbooks)
- Emergency Fund (typically \$500 paid to the host club on arrival for emergency use, refunded if not used)
- Medical and dental exams or services required for the application and/or visa
- Costs of vaccinations required by host country
- Language tutoring (if necessary)

- Luggage, camera, cell phone, computer
- Tours & recreational travel
- Pocket money
- Insurance deductibles
- Incidental expenses
- Excess luggage fees

g. Performance Incentive. Upon compliance with all terms and conditions of this Agreement, \$900.00 may be returned to the student at the sole discretion of District 5010 leadership.

h. Student Early Termination. If the exchange is terminated for violation of this Agreement, the Student Agreement, the Rotary International Rules & Conditions of Exchange, or any other applicable rules **as may solely be determined by Rotary**, the **Parents will be responsible for payment of any costs associated with changing the student’s itinerary or upgrading the student’s airfare.**

In the event of such termination, Students and Parents shall NOT have any recourse nor cause of action against Rotary International, Rotary District 5010, the Host District, nor any officers or volunteers of these entities.

i. Liability Waiver. The Parents shall sign a liability waiver as an express condition of this agreement. Should there be any conflict between the terms of this Agreement and the liability waiver, the terms of the liability waiver shall control. The waiver is attached as Addendum B to this agreement and is incorporated herein.

19. Representation. This Agreement was drafted by Rotary. Student and Parents acknowledge that they have had the opportunity to read and discuss this agreement with an attorney. The parties have negotiated this agreement. Therefore, the parties agree that if a dispute arises as to the interpretation or meaning of any part of this agreement, the presumption of strict construction against the drafting party shall not apply.

20. Binding Effect. Unless otherwise stated herein, this agreement shall be binding upon and inure to the benefit of the respective parties, legal representatives, volunteers, officers, and their heirs, legatees, assigns and successors.

21. Entire Agreement and Amendment. This Agreement and its referenced attached documents constitute the whole agreement of the parties with reference to the Youth Exchange Program.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

23. Paragraph Headings. The headings of paragraphs in this Agreement are provided for convenience only and will not affect its construction or interpretation.

24. Governing Law. The laws of the State of Alaska shall govern this agreement. All questions and disputes arising out of this agreement, including whether the question or dispute arises from this agreement, should be resolved amicably between the parties.

25. Mediation and Arbitration: Should the parties be unable to agree among themselves in whole or in part, then all remaining items in dispute shall be submitted to mediation by a mutually acceptable Retired Alaska Superior Court Judge offering mediation services, with costs to be split equally between the parties. Should mediation not result in complete resolution of all disputes, then the parties agree that they shall submit all remaining matters in dispute to binding arbitration in accordance with Alaska Statutes AS 09.43.010 and following, with the arbitrator to be a mutually acceptable Retired Alaska Superior Court Judge offering arbitration services, with costs to be split equally between the parties. Unless the parties otherwise agree as a matter of mutual convenience, jurisdiction and venue shall be in Anchorage, Alaska.

26. Contact Information: Rotary and the Parents shall promptly provide the other with complete and accurate contact information at all times.

Having read and understood the above Agreement, rules and conditions, we each agree to abide by the terms of this Agreement, and understand that any violation is a breach of contract that may result in termination of the exchange.

This is a binding legal agreement. We recommend that you secure independent legal advice before signing.

Rotary District 5010 by: _____
District Governor 202__ - 202__

Student: _____
(Print Name: _____)

Parent/Guardian: _____
(Print Name: _____)

Parent/Guardian: _____
(Print Name: _____)



In consideration of the opportunity afforded to me by Rotary International District 5010 and my sponsoring Rotary Club to be an international exchange student for one year, I agree to the following:

1. I will attend the Winter Outbound Orientation and mandatory monthly orientation meetings.
2. I will devote whatever time is necessary **before departure** to learning the essentials of the language spoken in my host country. I will complete the language course provided by Rotary. I understand that I may be required to take a language proficiency test before departure. Language is key to a successful exchange.
3. I will speak with my school counselor regarding my high school graduation requirements before departure. I understand that I might not receive ANY credit for my foreign class studies and I might have to make additional arrangements to graduate.
4. I will not take US online courses during my exchange.
5. Immunizations are a prerequisite to application to this program. The host country or school may require additional immunizations. I agree to get required immunizations.
6. I will use the travel agency designated by District 5010 for ticketing and visa processing, and I will respond to their requests within 24 hours. Failure to do so could delay my exchange and result in forfeiture of my performance incentive.
7. I will obey all the laws of the host community and country and conduct myself in a manner to reflect credit to myself, my family, my country and Rotary.
8. I will respond to requests for reports from the Outbound Coordinator and to emails from my Youth Exchange Officer (YEO) within one week.
9. I understand optional host country travel and incidental living expenses (extra-curricular school activities, entertainment, postage, cell phone usage, clothing and personal items, etc.) will be my personal responsibility.
10. If I experience problems and/or concerns in the country to which I am assigned, and they cannot be resolved with the host YEO or Counselor, I will contact my Outbound Coordinator and my sponsoring YEO for help and direction.
11. I will complete my exchange term (typically 11 months abroad) and fulfill all the requirements of the hosting Rotary District and Club. If I return home early for cause or without completing the requirements of my hosting District, I understand I will be terminated from the D5010 Youth Exchange Program. "For cause" does not include pandemics, war or natural disasters.
12. I understand that visits to my host country during my exchange by parents, siblings or friends will result in **termination of the exchange**.
13. I will meet with my YEO to give a "debriefing" and I will give a presentation/report to my sponsoring Rotary club after my return.
14. I will attend Rebound Orientation in August upon my return.
15. I understand that violation of any of the Rotary International Rules and Conditions of Exchange or these District 5010 Program Rules and Conditions of Exchange at any time prior to my departure or during my exchange term may result in my termination from the program.

Financial Agreement

District 5010 charges a flat fee to cover most of the costs associated with the exchange. For the 2020-21 exchange year the fee is nine thousand dollars (\$9,000.00). A Performance Incentive of nine hundred dollars (\$900.00) will be refunded to students who comply with all program rules and conditions.

Three equal payments of three thousand dollars (\$3,000.00) are due:

- December 15th
- March 15th
- June 1st

Invoices for these payments will be emailed two weeks prior to the due date. Payment may be made by check, PayPal, or credit card. Payments made by credit card must include a convenience fee to cover the cost of processing.

If the student withdraws or is removed for cause from the Youth Exchange Program for any reason, the following refund policy applies:

- 30% of the flat fee (\$2,700) will be retained by Rotary if student withdraws after Winter Orientation but before May 1st.
- 40% of the flat fee (\$3,600) will be retained by Rotary if student withdraws after May 1st but before June 15th.
- 70% of the flat fee (\$6,300) will be retained by Rotary if student withdraws after June 15th.

Included in flat fee:

- Round trip airfare with a 12-month changeable ticket and one change (Meets strict Rotary safety guidelines. Departure airport and dates selected to meet hosting district requirements and reduce cost)
- Airport transfers on arrival and departure (students are met at the airport by a program representative)
- Rotary-approved health and personal liability insurance.
- Professional service for ticketing & visa
- Visa application fees, consulate visit if required to obtain visa
- Language learning tools such as Pimsleur or Rosetta Stone
- Language camp upon arrival in host country (if required by host district)
- Pre-departure, in-country, and post-exchange orientations including transportation, food & lodging
- Rotary blazer, business cards, name badge
- Fees required by hosting country or district, such as residence permit
- Program administration costs
- Performance Incentive

Provided by Host District and Families:

- Room and board (home stay)
- School tuition (if required)
- Monthly stipend

Not included in flat fee:

Any item not listed as being included in the flat fee or provided by the Host District and Families is the student's responsibility. This includes but is not limited to:

- Passport
- Personal expenses (e.g., toiletries, clothing, internet, club fees, activities, sports, school activities, supplies, and textbooks)
- Emergency Fund (typically \$500 paid to the host club on arrival for emergency use, refunded if not used)
- Medical and dental exams or services required for the application and/or visa
- Costs of vaccinations required by host country
- Language tutoring (if necessary)
- Luggage, camera, cell phone, computer
- Tours & recreational travel
- Pocket money
- Insurance deductibles
- Incidental expenses
- Excess luggage fees
-

Performance Incentive

Upon compliance with all terms and conditions of this document, \$900.00 may be returned to the student at the sole discretion of District 5010 leadership.

Agreement

Having read and understood the above rules and conditions, we each agree to abide by these rules and understand that any violation may result in termination of the exchange. If the exchange is terminated for violation of the 5010 Program Rules & Conditions of Exchange, the Rotary International Rules & Conditions of Exchange, or any other applicable rules, the parents will be responsible for payment of any costs associated with changing the student’s itinerary or upgrading the student’s airfare. These program rules and conditions are the entire agreement between the Student, the Parent/Guardian(s) and Rotary District 5010.

Applicant/Student Name: _____ Signature: _____

Parent/Guardian Name: _____ Signature: _____

Parent/Guardian Name: _____ Signature: _____

Dated this ____ day of _____, 20____ ._____

**Rotary District 5010 Youth Exchange Outbound Student
Parental Verification of Suitability And Disclosure
And
WAIVER And RELEASE of Claims and Liability**

Rotary Youth Exchange is frequently an exchange student's adventure of a lifetime. Our exchange students are required to maintain a high standard of resilience, behavior and adaptability despite the substantial stress of a new situation. They are our ambassadors to distant lands. However, the challenges of living for a year in another country away from family and friends while attending an academically demanding school in a potentially unfamiliar language can be highly stressful. Examples of other possible challenges that your child may face on an exchange include loneliness, isolation, difficulty making friends, not getting along with their exchange family or having difficulty following an exchange family's rules and expectations, and being away from home, friends, and family. Often, these exchange country cultural and social environments are quite different from Alaska. These can lead to problems for your child while they are away on exchange. As parents/legal guardians, you know your applicant's strengths and limitations better than anyone else. For that reason, we need your input about what's best for your child.

As part of the Outbound Youth Exchange selection process, we need you to provide us with the following information:

We hereby verify that except as noted below there are no known nor suspected physical health conditions or reasons that might adversely affect my child's well-being, health and safety while on a Rotary Youth Exchange: (Please use more sheets if needed to answer fully.)

_____ The following physical/health conditions are known or have been suspected within the preceding three years: _____

_____ The following special needs or accommodations should be made: _____

We hereby verify that, except as noted below, there are no known mental health conditions (such as depression, anxiety, ADD/ADHD requiring medication, suicide attempts or ideation, eating disorders etc.) nor behavioral circumstances or experiences (such as drug or alcohol use) that might adversely affect my child's well-being, positive experience, health and safety while on a Rotary Youth Exchange. (Please use more sheets if needed to answer fully.)

_____ The following mental health conditions or behavioral circumstances are known or have been suspected within the preceding three years: _____

_____ The following special needs or accommodations should be made: _____

We hereby verify that except as noted below there are no known academic reasons that might adversely affect my child's ability to academically thrive in a foreign school while on a Rotary Youth Exchange. (Please use more sheets if needed.)

_____ The following potentially applicable academic circumstances are known within the preceding three years: _____

_____ The following special needs or accommodations should be made: _____

We hereby verify that the above representations are accurate and complete. We understand that Youth Exchange can be stressful and challenging in a variety of ways, that we have had the opportunity to make adequate inquiry about what our student might encounter on a Youth Exchange, and that Rotary District 5010 Youth Exchange will base its Outbound decisions in large part in reliance upon our representations and the accuracy of the same.

WAIVER AND RELEASE OF LIABILITY

We, for ourselves and on behalf of our heirs, successors and assigns, as well as on behalf of our minor child, _____, who is being considered to be a Rotary Youth Exchange Outbound Student, and his/her heirs and assigns, do hereby waive and forever fully release and discharge and agree to hold harmless Rotary District 5010, Rotary Youth Exchange, and the officers, directors, volunteers, agents, and representatives involved in any way with District 5010 and its Youth Exchange Program, from any and all claims, demands, causes of action, lawsuits and liability for any death, injury or damages of any nature whatsoever incurred while our child is participating as a Rotary Youth Exchange Outbound Student or arising in connection with the selection and sponsorship of our child to be a Rotary Youth Exchange Outbound Student and/or arising in connection with our child's Youth Exchange experience, including without any limitation, those injuries, deaths or damages resulting from acts of active or passive negligence on the part of District 5010, Rotary Youth Exchange and their officers, directors, volunteers, agents and representatives.

Parent/Guardian _____ Date _____

Parent/Guardian _____ Date _____

SUBSCRIBED AND SWORN to before me this ___ day of _____, 20__.

Notary Public in and for Alaska
My commission expires: _____