

EAST SIDE UNION HIGH SCHOOL DISTRICT

Program Rules and Student-Parent Agreement Form

Applicant's Name: _____

Date of Birth: (month/day/year) _____

PROGRAM RULES

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| <ol style="list-style-type: none"> 1. Obey the regulations of the F-1 Visa Program. 2. Abide by the federal, state, and local laws of the United States and host town. Under these laws, consumption of alcoholic beverages by anyone under the age of 21, and the use or possession of illegal drugs is prohibited. These laws may also include local curfews. Be aware of these laws, and be mindful that they may be different from laws in your home country and that violations may lead to serious punishment. 3. Attend an arrival orientation through ESUHSD or your school. 4. Accept placement with a family of any race, creed, or color. Live as a member of your host family, respect your host family and their rules and customs, and accept the responsibilities given to you. 5. Consider your personal health and safety needs when applying for or accepting a place in the International Student Program. If you suffer from any health or other condition that would create a risk for you while abroad, you should not apply. 6. Read and carefully consider all materials made available that relate to safety, health, legal, environmental, political, cultural and religious conditions in your host town. Be aware of local conditions that may present health or safety risks when making daily choices and decisions. 7. Respect the host high school's guidelines and policies, including those with regard to conduct, delinquency, grade levels, participation in graduation ceremonies, and issuance of a high school diploma. 8. Students must submit the ESUHSD Travel Form to their Local Coordinator if traveling domestically, internationally, and/or if travel results in school absences. Any visit from the natural family must be approved by ESUHSD before the family members travel to the U.S. Students must follow any school rules regarding travel accordingly. 9. Driving or purchasing a motorized vehicle (car, motorcycle, boat, or any other vehicle requiring a driver's license) is prohibited. | <ol style="list-style-type: none"> 10. Have access to a minimum of \$100 to \$200 U.S. dollars per month to cover personal expenses. Do not borrow money from your host family. Do not lend money to your host family. 11. The program terminates within two weeks after the last day of school, and arrangements must be made to return home within this time. 12. Participation in extra-curricular activities or athletics is not guaranteed. Employment is not allowed on either a full or part-time basis while on the F-1 Visa USA East Side Union High School International Student Program. 13. Students may be dismissed from the program if they suffer from a life-threatening medical condition or debilitating psychological condition. 14. Refrain from obscene, indecent, violent or disorderly conduct while on the program. Students shall also refrain from perpetrating any form of sexual harassment, or engaging in any self-endangering behaviors. In addition, students shall refrain from any other conduct likely to bring the U.S. State Department or ESUHSD into notoriety or disrepute. 15. Any material that a student publishes on the internet (such as on social networking sites or blogs) that violates Program Rules will be grounds for student dismissal. 16. Acknowledge that ESUHSD reserves the right to dismiss any student who fails to uphold any and all of the above rules. In the event that a student is dismissed from the program, the parent or natural guardians are responsible for all additional expenses incurred above those of the regular program costs. In the case of early dismissal, program fees will not be reimbursed. 17. Acknowledge that ESUHSD is not acting in the capacity of in loco parentis with respect to you, and that your natural parents still retain all of their rights and obligations and are expected to maintain regular and frequent (once or twice per month) contact with you telephonically, electronically or in person (if possible, after five months of your program start date). |
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STUDENT-PARENT AGREEMENT

Conditions of Participation

I am aware that my participation in the East Side Union High School International Student Program is contingent upon the following:

- acceptance into the school according to the established selection procedure
- completion of all necessary forms as indicated on the Application Checklist
- my agreement to uphold standards of acceptable behavior while abroad, as outlined in the East Side Union High School International Student Program Rules

Student Signature: _____

Date: _____

I approve of my Daughter's Son's application to participate in East Side Union High School District's International Student Program, and I understand the conditions of participation established for this program

Parent/Guardian Signature: _____

Date: _____



EAST SIDE UNION HIGH SCHOOL DISTRICT Agreement and Release Form

Applicant's Name: _____

Date of Birth: (month/day/year) _____

Blanket Travel Authorization

I give my son/daughter permission to travel with the host family, organized and adult supervised school or organizational functions, or ESUHSD organized trips. NOTE: If this release is not signed, permission must be first granted in writing by the student's parents or legal guardian before each trip.

Parent/Guardian Signature: _____ **Date:** _____

ESUHSD Program Participant Contract, Waiver, and Arbitration Agreement

This form is important. It includes terms and conditions and releases ESUHSD from legal liability. All participants and their parent(s)/guardian(s) MUST sign this form. I understand and agree that this Agreement shall constitute a binding contract between the undersigned and "ESUHSD."

1. I hereby waive and release ESUHSD to the maximum extent permitted by law, from any claims, causes of action, and liability for any loss or damage (including, without limitation, damage to property, personal injury, illness, or death) suffered or incurred in connection with the Program, by me (or my dependent), whether based on breach of contract, statutory duty or warranty, negligence, or any other grounds.

2. I will indemnify ESUHSD for any loss or damage incurred or suffered by it and caused by me (or my dependent) in connection with the Program.

3. ESUHSD is not liable for any negligent or willful act or failure to act by independent contractors, or any other third party. Without limitation, ESUHSD is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective conditions in houses, apartments, or other lodging facilities (or in any heating, plumbing, electrical, or structural problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, epidemics or the threat thereof, disease, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of ESUHSD.

4. I understand that perceived or actual epidemics (such as, but not limited to, COVID, H1N1, SARS, or bird flu) can delay, disrupt, interrupt, or cancel programs. I agree to assume all risk of any such problems which could result from any such occurrence.

5. In the event of a medical emergency, ESUHSD will attempt, but does not guaranty that it will be able to obtain appropriate treatment for the participant.

6. ESUHSD, in its sole discretion, can approve or disapprove of any participant's housing.

7. ESUHSD reserves the right to decline, accept, dismiss, or retain any person as a participant in any program at any time before or during the program for any reason. If a participant is removed by ESUHSD from a program for cause, or if the participant voluntarily leaves the program, there will be no refund of any payments made.

8. I agree that all of the information provided in the application is true to the best of my knowledge and that any falsification of information may lead to immediate dismissal from the program.

9. All program applications are subject to acceptance by ESUHSD in San Jose, California U.S.A.

10. I give ESUHSD permission to use any written, photographic, or video images of me (or my dependent) in the course of reporting on and/or promoting ESUHSD programs.

11. Participant and parent(s)/guardian(s) are responsible for all fees and charges associated with this program. This includes, but is not limited to, school tuition, fees, or other associated costs incurred.

12. In the event any part of this "ESUHSD Program Participant Contract, Waiver and Arbitration Agreement" is found to be legally void or unenforceable, then such part will be stricken but the rest of this document will be given full force and effect.

13. COMPULSORY ARBITRATION: I agree that any dispute concerning, relating, or referring to this contract, any literature concerning this program, or the program itself shall be resolved exclusively by binding arbitration in San Jose, California, according to the then existing commercial rules of the American Arbitration Association. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Such proceedings will be governed by California law.

Student Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____