



TUITION AND BOARD CONTRACT

1. PARTIES:

STUDENT: _____

Address: _____

Phone: _____

**PARENT/
GUARDIAN:** _____

Address: _____

Email: _____

Phone: _____ (home)

_____ (mobile)

_____ (other)

THE ACADEMY AT SISTERS
63325 Silvis Rd.
Bend, OR 97701

2. FEES:

2.1 TUITION: Tuition must be prepaid monthly and is non-refundable. Parent/Guardian must provide 30 days advance written notice of termination of enrollment or withdrawal of Student. Prepaid tuition will not be prorated or refunded if Student voluntarily leaves, is expelled, or departs from **The Academy at Sisters** for any reason. Tuition is due the 1st of each month and is late on the 16th. Initial tuition is \$8,500 per month, exclusive of medical, dental, vision, psychiatric services, psychological or academic testing, clothing, shipping, academic tutoring, and multi-day academic or recreational trips. **The Academy at Sisters** may increase tuition upon 30 days advance written notice to Parent/Guardian.

2.1.1 DEPOSIT: To assure payment of tuition, costs, expenses, and damages, Parent/Guardian shall, prior to Student's admission, pay a deposit of \$8,500.00. If during Student's enrollment any charge is made against the deposit, Parent/Guardian agrees to reimburse the deposit in an amount sufficient to maintain a \$8,500.00 balance. The deposit shall not accrue interest. **The Academy at Sisters** may increase the deposit requirement upon 30 days advance written notice.

2.1.2 LATE FEES: A late penalty in the amount of 5% of the monthly tuition shall be assessed for payments not received by the 15th of the month.

2.1.3 DAMAGES: Charges against the deposit shall include, but are not limited to the following:

- a.) late fees. Imposition of late fees does not waive default for non-payment;
- b.) up to 30 days prorated tuition for failure to provide 30 days advance written notice of termination or withdrawal;
- c.) any damages related to student's attendance or enrollment.

2.2 FEES: The tuition and fees are as set forth in the attached fee schedule, receipt of which is acknowledged by Parent/Guardian. Fees may be increased at any time on 30 days' notice by **The Academy at Sisters**.

2.3 RESPONSIBLE PARTY: The Parent/Guardian agrees to be the responsible party for payment of tuition, fees and deposit and personally guarantees payment of same.

2.4 REFUND ON DEPARTURE: Parent/Guardian understands and acknowledges that termination of enrollment at **The Academy at Sisters** without 30 days written advance notice results in lost revenues from an unplanned enrollment vacancy and costs associated with enrolling a new student. The parties acknowledge and agree that these circumstances warrant a charge for 30 days of tuition as reasonable compensation to **The Academy at Sisters** commencing on the date of actual withdrawal from residency if the student is discharged by parent without 30 days written advance notice.

If notice of withdrawal or termination is provided, and Student thereafter holds over past the noticed date of withdrawal of enrollment, additional charges against deposit shall be made based upon tuition prorated for each day of hold over.

2.5 STUDENT CONDUCT: Parent/Guardian acknowledges that **The Academy at Sisters** is not responsible for conduct of students who have, without authority, departed from the premises or supervision of **The Academy at Sisters**. In the event of an unauthorized departure, **The Academy at Sisters** is authorized to report the departure to Parent/Guardian and local law enforcement authorities and is further authorized to cooperate in reasonable efforts to locate Student. Parent/Guardian acknowledge that **The Academy at Sisters** is not responsible for injuries, damages or costs sustained or incurred as a result of or during the course of Student's unauthorized departure from the premises or supervision. Parent/Guardian releases **The Academy at Sisters**, its parent organization, all officers, agents, employees and independent contractors of **The Academy at Sisters** from any and all liability, including without limitation, costs of location, holding and transportation of Student, and any injuries or damages resulting from or occurring during the course of Student's unauthorized departure.

Parent/Guardian acknowledges that **The Academy at Sisters** is not responsible for injuries or damages resulting from student to student physical aggression, or self-inflicted injuries. Parent/Guardian agree to defend, indemnify, and hold harmless **The Academy at Sisters**, its parent organization, all officers, agents, employees and independent contractors of **The Academy at Sisters** from any and all liability, relating to injuries or damages sustained in the course of or as a result of student to student physical aggression or self-inflicted injuries.

Parent/Guardian release **The Academy at Sisters**, its parent organization, all officers, agents, employees and independent contractors of **The Academy at Sisters** from any and all liability, relating to injuries or damages sustained in the course of or as a result of student to student physical aggression or self-inflicted injuries.

3. INSURANCE:

3.1 HEALTH INSURANCE: Parent/Guardian shall provide health insurance for Student for all times Student is enrolled in **The Academy at Sisters**. Parent/Guardian shall pay all uninsured health expenses for Student. Parent/Guardian shall indemnify and defend **The Academy at Sisters** for health expenses incurred for the benefit of Student for which **The Academy at Sisters** may become liable.

3.2 PROOF OF INSURANCE: Prior to enrollment, Parent/Guardian shall provide proof of health insurance for Student. Parent/Guardian must provide confirmation from Student's health insurance provider that Student's coverage includes care for health care expenses provided by Central Oregon health care providers or any other health care providers **The Academy at Sisters** reasonably believes may be consulted. Subsequent to enrollment, Parent/Guardian shall annually provide proof of health insurance for Student. In addition, upon request at any time, Parent/Guardian shall furnish **The Academy at Sisters** proof of health insurance for Student.

3.3 REMEDIES FOR FAILURE TO PROVIDE PROOF: Failure to maintain health insurance or provide proof of health insurance in an amount or form acceptable to **The Academy at Sisters** shall be cause for student's immediate termination from **The Academy at Sisters**.

3.4 WAIVER: Any waiver of insurance requirements shall be in writing and acknowledged by **The Academy at Sisters** and Parent/Guardian. If **The Academy at Sisters** and Parent/Guardian agree, Parent/Guardian may establish a non-insurance health fund for student by the deposit of not less than \$1000 with **The Academy at Sisters**. The deposit shall be in a non-interest bearing account and be dedicated for the purpose of payment of health care costs incurred on behalf of Student. Parent/Guardian shall pay and hold harmless and indemnify **The Academy at Sisters** for all health expenses of student beyond the deposit requirement. Parent/Guardian will be refunded the balance remaining in the non-insurance health fund account within 60 days of departure from the program.

3.5 DENTAL/VISION: Parent/Guardian agrees to pay dental or vision expenses not covered by health insurance.

4. TERMINATION OF ENROLLMENT:

4.1 OBLIGATIONS ON TERMINATION OF ENROLLMENT: It is agreed that Parent/Guardian shall not be relieved of the financial obligations herein, and that no deduction or allowance from any payments shall be made by reason of the absence, withdrawal, suspension, expulsion, or dismissal of said pupil. Parent/Guardian understands and agrees that **The Academy at Sisters** reserves the right at all times, and for any cause it may consider sufficient, suspend, expel, or dismiss Student at **The Academy at Sisters** sole discretion.

4.2 RECORDS: Parent/Guardian agrees that therapeutic and academic records related to Student are the property of the **Academy at Sisters**. Parent/Guardian agrees that **The**

Academy at Sisters may, in its sole discretion, retain therapeutic and academic records of Students until all outstanding obligations to **The Academy at Sisters** have been satisfied.

4.3 ABANDONED PROPERTY: Student property left at **The Academy at Sisters** following departure shall be conclusively presumed abandoned 15 days after notice of intent to dispose of the property is delivered to Parent/Guardian and/or Student. Shipping costs of student property left at **The Academy at Sisters** shall be born by Parent/Guardian and/or Student. Unless Parent/Guardian and/or Student provides otherwise, all shipping will be COD.

5. CERTIFICATION:

5.1 ACKNOWLEDGEMENT OF REVIEW OF PROGRAM: Parent/Guardian certifies that we/I have read and understand **The Academy at Sisters** school regulations and program materials in their entirety, and agree that, so far as they may be applicable, and not at variance with any of the provisions herein, the representations of the program materials, and school regulations are to be considered as and are made a part of this agreement. I/we understand that phone contact guidelines are outlined in the parent handbook, and restrictions to phone contact are not a condition of placement.

6. ATTORNEY FEES:

6.1 ATTORNEY FEES: In the event any party to this agreement engages an attorney to enforce this agreement or any of its terms, whether or not a suit or action is commenced, it is agreed that the prevailing party shall be entitled to recover reasonable attorney fees and costs (including without limitation, travel, expert and non-expert witness fees, deposition costs, copying costs, long distance costs, and postage) incurred prior to commencement of suit, at trial, and on appeal and including attorney fees and costs of collection.

7. MISCELLANEOUS:

7.1 CONSENT TO VENUE: In the event an action is filed to enforce rights created by this agreement, the parties consent and agree that venue shall be exclusively established in the Circuit Court of Deschutes County, Oregon. If any action is filed in any other venue or jurisdiction, the parties agree that such action will be dismissed on the motion of **The Academy at Sisters**. The party presenting the claim may re-file the action in the Circuit Courts of Deschutes County, Oregon.

7.2 NOTICES: Any notice from **The Academy at Sisters** to the Parent/Guardian provided for in this agreement is delivered on the date personally delivered to a Parent or Guardian or on the date it is deposited in regular U.S. Mail, addressed to the Parent/Guardian at the address set forth in paragraph 1 above.

7.3 SUCCESSOR INTERESTS: All obligations and benefits provided for in this agreement shall inure to any successor interests of the parties.

7.4 INCORPORATION: This agreement incorporates the entire agreement between the parties and may be supplemented only by written agreement signed by Parent/Guardian and **The Academy at Sisters**.

7.5 WARRANTY: Parent/Guardian warrants that s/he (they) are the lawful custodian of Student and are legally authorized to enter into this agreement.

Parent/Guardian warrants that s/he (they) have provided all information and records relevant to the student's social, emotional, psychological, physical and medical condition.

Parent/Guardian acknowledges that these materials are essential to identification of an appropriate program for student. The failure to make full disclosure may result in identification of and placement in a program that is not appropriate for student.

7.6 SEVERABILITY: In the event a court of competent jurisdiction determines that any portion of this agreement is unenforceable, the unenforceable provisions shall be severed and the remaining provisions shall remain binding on the parties.

7.7 SINGULAR/PLURAL: When used in the singular, the terms Parent, Guardian, and Student shall include the plural as reasonably required by the context. Where used in the plural, the terms Parents, Guardians and Students includes the singular.

THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY. READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.

DATED this _____ day of _____, _____.

Parent/Guardian Signature

Parent/Guardian Signature

Parent/Guardian Name (Printed)

Parent/Guardian Name (Printed)

Accepted By The Academy at Sisters:

Registrar

Date

5. **Alternative referral and placement.** The Academy is authorized to make referrals and assist in placements of Student in a short term wilderness program with parent/guardian's consent, or other interim placement. Parent/guardian is solely responsible for all costs and fees associated with such placements.
6. **Secure location, holding, and transportation.** The Academy is authorized to assist in coordination of private location services and/or private secure holding and transportation services to locate, pick up and provide secure transportation and temporary secure holding of Student pending disposition of her status as a Student following an unexcused or unexplained absence, with the parents consent. Parent/guardian is solely responsible for all costs and fees associated with securing such services.
7. **Transportation.** The Academy is authorized to use The Academy's vehicles or public carriers for transportation of Student. Parent/guardian consents to such transportation of Student.
8. **Athletic, vocational, recreational programs and activities.** Student is authorized to and parent/guardian consents to Student participation in athletic activities, vocational training, and/or farm programs. These activities may take place on or off The Academy's campus. Activities may include, without limitation, alpine skiing, cross country skiing, camping, rock climbing, rope challenge course, canoeing, rafting, horseback riding, bicycling, and swimming.

AUTHORIZATION AND APPOINTMENT. For so long as Student is enrolled at The Academy, Parent/guardian delegates to The Academy authority to act in place of the Parent/guardian. The Academy's Program Manager shall have physical custody of the Student and may delegate to the Student's Treatment Coordinator and to the Resident Monitors the day to day responsibility for providing for, or obtaining on behalf of the Student, food, clothing, shelter, medical care, educational services, discipline, and incidental necessities.

With respect to High School placement, enrollment, and attendance, The Academy shall, through its Program Manager and her delegates, act as Parent/guardian's agent. This authority includes, without limitation execution of documents necessary or convenient for Student's attendance, participation and/or enrollment in Bend-La Pine School District High School classes, activities and/or programs. This authority and appointment as agent of the Parent/guardian authorizes The Academy's Program Manager and her delegates to substitute for the Parent/guardian in all matters related to Student's attendance, participation and enrollment in Bend-La Pine School District activities and programs, and includes, without limitation:

1. providing or withholding consent for Student to participate in High School educational, athletic, or social programs and activities;
2. participation, with or without the Student, in parent teacher conferences, guidance counselor conferences and services, curriculum planning, and disciplinary proceedings;
3. providing or withholding consent for Student's participation in advanced educational services;
4. providing or withholding consent for Student's participation in tutoring, and/or special educational services (including without limitation, development of an Individual Education Plan for Student).

This Release and Indemnification Agreement may be provided to the Bend-La Pine School District.

REPORT TO LAW ENFORCEMENT. In the event Student runs away from The Academy, upon the oral or written request of The Academy, Parent/guardian agrees to immediately notify the Deschutes County Sheriff that Student is missing. The report may be made by calling the Deschutes County Sheriff at 1-541-388-0170 or 911 after 5:00 PM.

RELEASE. Parent/Guardian and Student fully waive and release The Academy (and all of its employees, directors, officers, and agents) from any and all causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, and any and all known or unknown injuries or consequential damages, related in any way to the consents, authorizations and appointments granted herein to The Academy, and the care, programs and services provided to Student under this Agreement.

INDEMNIFICATION. The undersigned agrees to defend (with counsel acceptable to The Academy), indemnify, and hold harmless The Academy for any expense, damage, loss, or injury sustained by The Academy or claimed or sustained by Student and/or the undersigned or any person claiming expense, damage, loss, or injury related to Student or the undersigned. This indemnification includes, without limitation, payment for all costs and expenses associated with: locating and providing secure transport and holding of runaway Students; placement of Student in alternative programs; participation in athletic, recreational, and vocational programs and activities; and, provision of medical services not otherwise paid by Student's insurance. In exercising its rights to defense under this provision, The Academy has the right to select its own legal counsel, at parent/guardian's cost.

REPRESENTATIONS. Parent/guardian represents that all health needs of Student known to Parent/Guardian, or which upon reasonable inquiry would or should be known, have been fully disclosed to The Academy. The term "health needs" includes, without limitation, medical, psychiatric, psychological, vision, and dental health conditions, circumstances, and needs. Parent/guardian represents that the information provided in the medical/dental/vision information sheet attached hereto is complete and accurate, and that as changes in that information occur, Parent/guardian shall immediately provide written notice to The Academy.

Parent/guardian represents and warrants that s/he is authorized to sign this agreement on behalf of Student and on behalf of both himself/herself and others who may claim loss, injury or damages as a consequence of injury to Student.

INTERPRETATION. For purposes of this instrument, "The Academy" includes, without limitation, The Academy at Sisters, its parent organization (J Bar J Youth Services, Inc.), and all agents, employees, contractors, and representatives of The Academy and J Bar J Youth Services, Inc.

A court or arbitrator construing this instrument shall deem it negotiated and drafted equally by the parties.

The provisions of this instrument shall be broadly interpreted to provide The Academy:

- broad discretion in determining what health and medical services should be provided to or made available to Student;
- broad discretion in determining whether referrals to other programs are appropriate;
- release from any liability related to providing or failing to provide medical or health services or referrals on behalf of Student;
- release from any liability related to making Student records available to representatives of the Bend-LaPine School District;
- release from liability incurred as a result of participation in activities during Student's enrollment period and related injury, aggravation of injury, or damages thereafter; and release from liability incurred as a result of transporting Student, whether in the course of providing

ordinary services, or when transporting a runaway student from the location where they are found to The Academy or some other location.

SEVERANCE. The provisions of this instrument are declared to be severable. If a court or arbitrator of competent jurisdiction finds or holds that any provision or clause in this Agreement is invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly affects the parties' intent. If the parties fail to negotiate a substitute, the arbitrator or the court shall reform the agreement with a provision which most nearly affects the parties' intent.

SUCCESSORS AND HEIRS. The provisions of this instrument remain in force during Student's enrollment and survive the termination of Student's enrollment. The provisions of this instrument are binding on the heirs, executors, and administrators of Student and the undersigned.

DUPLICATES. A duplicate copy of this document, whether by photocopy, facsimile, or otherwise, and containing copies of signatures of parent/guardian, shall have the same evidentiary effect as an original.

ATTORNEY FEES. In the event any party engages an attorney to enforce this agreement or any of its terms, whether or not a suit or action is commenced, it is agreed that the prevailing party shall be entitled to recover reasonable attorney fees and costs (including without limitation, travel, expert and nonexpert witness fees, deposition costs, copying costs, long distance costs, and postage) incurred prior to commencement of suit, at trial, and on appeal and including attorney fees and costs of collection.

This Release and Indemnification Agreement shall be construed in accordance with the laws of the State of Oregon, and in the event of any dispute arising from or related to this release, Student and parent/guardian consent to the exclusive jurisdiction of the courts, both federal and state, in the State of Oregon.

THIS INSTRUMENT CONTAINS A RELEASE OF LIABILITY. BY SIGNING BELOW, PARENT/GUARDIAN ACKNOWLEDGES THAT S/HE HAS READ, UNDERSTANDS, AND VOLUNTARILY AND KNOWINGLY CONSENTS TO THE PROVISIONS OF THIS INSTRUMENT.

DATED this ___ day of _____, _____.

Student Name: _____

| | |
|--------------------------------|--------------------------------|
| _____ | _____ |
| Parent/Guardian Signature | Parent/Guardian Signature |
| _____ | _____ |
| Parent/Guardian Name (Printed) | Parent/Guardian Name (Printed) |
| _____ | _____ |
| Street Address | Street Address |
| _____ | _____ |
| Mailing Address | Mailing Address |
| _____ | _____ |
| City, State Zip | City, State Zip |

PARENT/GUARDIAN SIGNATURE on behalf of minor Student:

Parent/guardian represents that s/he is the above-named minor Student's parent or legal guardian and that s/he is able to and authorized to contract for the minor Student. Parent/guardian has read, understands and agrees to the terms of this Release and Indemnification Agreement on behalf of themselves and the above-named minor Student.

Parent/Guardian Signature

Effective Date:

Witnessed By:

Effective Date:

Parent/Guardian Signature

Effective Date:

Witnessed By:

Effective Date:

PHONE NUMBERS:

PHONE NUMBERS:

Home

Home

Work

Work

Mobile

Mobile

THE ACADEMY AT SISTERS

By:

Signature

Title

**The Academy at Sisters
63325 Silvis Rd.
Bend, OR 97701
Phone Number: (541) 389-2748**

INSURANCE INFORMATION

Medical

Insurance Company _____
Address _____

Policy Holder _____
Policy Number _____
Policy Holder's SSN _____
Date of Birth _____
Group Number _____

Coverage (Outpatient, Major Medical, Hospital):

Pre-approval required? _____ Yes _____ No
Pre-approval phone number: _____
MEDICAL DEDUCTIBLE: _____

Dental

Insurance Company _____
Address _____

Policy Holder _____
Policy Number _____
Policy Holder's SSN _____
Date of Birth _____
Group Number _____

Coverage (Outpatient, Major Medical, Hospital):

Pre-approval required? _____ Yes _____ No
Pre-approval phone number: _____
DENTAL DEDUCTIBLE: _____

Vision

Insurance Company _____
Address _____

Policy Holder _____
Policy Number _____
Policy Holder's SSN _____
Date of Birth _____
Group Number _____

Coverage (Outpatient, Major Medical, Hospital):

Pre-approval required? _____ Yes _____ No
Pre-approval phone number: _____
VISION DEDUCTIBLE: _____

ATTACH PHOTOCOPY OF STUDENT'S MEDICAL, DENTAL, AND PHARMACEUTICAL CARDS.