



# Still Waters Christian Boarding School

11901 Road 505 • Union, MS 39365

601-656-7714

Still Waters Christian Boarding School does not discriminate on the basis of race, color, sex, national origin, and ethnic origin in its admissions, enrollment, rights, privileges, and programs generally accorded or made available to students at SWCBS. However, as a religious institution, SWCBS reserves the right to deny admission or to terminate the enrollment of students whose lifestyle, words, actions, or otherwise, do not align with SWCBS's statement of faith, code of conduct, or other policies.

## APPLICATION FOR ADMISSION

(To be completed by parent or legal guardian—if writing, please print with black pen)

\*Please note that any falsification of application documents may result in dismissal, denial, or cancellation of acceptance. Also please note that rehabilitation success is not guaranteed. Although this process has worked for some, we cannot ensure or promise that placement will rehabilitate your child.

### GENERAL INFORMATION

Date of Application:			Please be sure to include a recent photo of the child with this application		
Child's Legal Name (Last, First, Middle):			Nickname:		
Child's Date of Birth:	Ethnicity:	Age:	Child's SSN:		
Child's Current Street Address:					
City:	State:	ZIP Code:			
Church Affiliation:			Pastor's Name:		
Church Address:					
Church/Pastor's Phone Number:					

### FAMILY INFORMATION

Name(s) of Legal Guardian(s):		Relationship to Child:			
Address:					
Home Number:		Work Number:		Cell Number:	
Mother's Name:			Is she a part of the child's life?		
Mother's Email:			Mother's Cell:		
Father's Name:			Is he a part of the child's life?		
Father's Email:			Father's Cell:		
Parents' Marital Status:			If divorced, are stepparents involved?		
Sibling Information:					
<u>Name</u>		<u>Age</u>		<u>Living in home with child currently?</u>	
Does this child receive Social Security benefits?					
Was your child adopted?			If yes, at what age did the adoption take place?		
If yes, was the adoption international?			If so, what country is your child originally from?		

### EMERGENCY CONTACT

In case of an emergency, please notify:	
Phone Number:	Relationship to Child:

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### BACKGROUND INFORMATION

Reason(s) for Placing Child in Home:

Has he ever been involved with any of the following? (Select all that apply)

<input type="checkbox"/> Gang Activity	<input type="checkbox"/> Alcohol	<input type="checkbox"/> Illegal Drugs
<input type="checkbox"/> Satanism	<input type="checkbox"/> Tobacco	<input type="checkbox"/> Pornography
<input type="checkbox"/> Homosexuality	<input type="checkbox"/> Cyber Crime	<input type="checkbox"/> Violence
<input type="checkbox"/> Lying	<input type="checkbox"/> Stealing	<input type="checkbox"/> Vandalism
<input type="checkbox"/> Self-Mutilation/Suicidal Tendencies	<input type="checkbox"/> Excessive Mood Changes	<input type="checkbox"/> Fascination with Fire
<input type="checkbox"/> Daredevil Behavior	<input type="checkbox"/> Animal Cruelty	<input type="checkbox"/> Other:

Has your child had previous placements outside the home?

If yes, please list all other programs, boarding schoolings, family members, hospitals, or other institutions below:

<u>Facility</u>	<u>Dates of Stay</u>	<u>Reason</u>

Does he have any physical handicaps or learning disabilities? If so, please explain.

Has he ever ran away? If so, when and for how long?

Does he display violent tendencies? If so, please explain.

Is there any legal action in process currently involving the boy? If so, please explain.

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Has he ever been incarcerated? If so, please explain (i.e.: reasoning, length of time, when, where, etc.)	
Has your child ever been part of abuse (physical, verbal, sexual)?	If so, were they the offender or the victim?
Please explain:	
Have there been any circumstances in the child's life which have been hard for him/her to accept? If so, please explain:	
Have there been any deaths of family or friends that have greatly impacted your child? If yes, please explain:	
What does your child believe his/her issue to be, and how does he/she perceive being placed at Still Waters Christian Boarding School?	
What are your child's strengths and weaknesses in each of the following areas?	
Physical:	
Familial:	
Educational:	
Spiritual:	
Socially:	
Psychologically:	
Does he profess to be saved?	
Any additional information you feel would be helpful for us to know about your child?	

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### SCHOOL INFORMATION

Name of current or last school:	School Phone Number:
Address of School:	Last Grade Completed:
Has your child had an IEP (Individualized Education Plan) or special education placement?	
If yes, please explain:	
Has your child ever repeated grades? If so, which grades?	
Has your child ever been suspended or expelled? If so, please explain:	

### MEDICAL HISTORY

#### Insurance Information

Name of Provider:	Phone Number:
Address:	
Policy Holder:	Policy Number:
*Please note that some insurance may not be accepted in our area. Parents will be responsible for all out-of-pocket costs as well as any co-pays and co-insurance costs for medical, dental, vision, etc.	
Family Physician:	Phone Number:
Family Dentist:	Phone Number:

#### **Check any ailments of which the child has had difficulties with previously:**

<input type="checkbox"/> Diabetes	<input type="checkbox"/> Epilepsy	<input type="checkbox"/> Anemia
<input type="checkbox"/> Arthritis	<input type="checkbox"/> Fainting	<input type="checkbox"/> Rheumatic Fever
<input type="checkbox"/> Kidney/Bladder Disease	<input type="checkbox"/> High Blood Pressure	<input type="checkbox"/> Low Blood Pressure
<input type="checkbox"/> Eye Trouble	<input type="checkbox"/> Chicken Pox	<input type="checkbox"/> Jaundice
<input type="checkbox"/> Pneumonia	<input type="checkbox"/> Typhoid Fever	<input type="checkbox"/> STD's (please list below)
<input type="checkbox"/> Heart Disease	<input type="checkbox"/> Liver Disease	<input type="checkbox"/> Tuberculosis
<input type="checkbox"/> Frequent Headaches	<input type="checkbox"/> Other:	
Glasses?	Contact Lenses?	Braces?

Allergies? If so, please explain.

History of major injuries or surgeries?

Has the child ever been diagnosed as having any mental illnesses? If so, please explain.

#### **Medications**

Please list any current medications below:

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<u>Name</u>	<u>Dosage</u>	<u>Reason for Medication</u>

I/We, the legal guardian(s) of \_\_\_\_\_, hereby certify that this information is true and accurate to the best of my knowledge and belief, and that I bear to the child the relationship of \_\_\_\_\_.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## TO BE COMPLETED BY PHYSICIAN

(please print)

Child's Name (Last, First, Middle):		Date of Examination:	
Age:		Date of Birth:	
Height:	Weight:	Blood Pressure:	
Vision: Right- _____/_____		Left- _____/_____	
E.E.N.T.:	Heart:	Lungs:	
Abdomen:	Extremities:	Reflexes:	
Genitals:	Urinary:	Neurological:	
Serological Test for Syphilis:	Test for AIDS:	Test for TB:	
Does this child seem to be physically capable of being enrolled in a boarding school environment and dormitory setting?			
Please list any limitations or concerns:			
Lab Testing/Results:			
Urine:	Micro:	Hematocrit:	Gonorrhea Screen:
VDRL:	Herpes Blood IGM:	Chlamydia:	AIDS:
<b>Please include a copy of current vaccination records and the completed physical report as well.</b>			

### SIGNATURE

Physician:	
Address:	Phone:

## GUARDIANSHIP AGREEMENT AND POWER OF ATTORNEY

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Still Waters Christian Boarding School, a Mississippi Non-Profit Corporation, engaged in the care and rehabilitation of young men ages 12-17 on a Christian basis in a Christ-centered institution (hereinafter "SWCBS"), and \_\_\_\_\_ [guardian's full name] and/or \_\_\_\_\_ [2<sup>nd</sup> guardian's full name] of \_\_\_\_\_ [guardian's city and state of residence], ("Parent"), being the parent(s), legal guardian(s) or having legal custody of \_\_\_\_\_ [child's full name], a minor, age \_\_\_\_\_ [child's age], born \_\_\_\_\_ [child's birthday] (the "Child"), covenant and agree as follows:

### Guardianship Agreement

The Parent voluntarily and unconditionally, without coercion or force, relinquishes and conveys the care of the Child to SWCBS, expressly appointing SWCBS as temporary guardian for the Child for the period dated \_\_\_\_\_ to \_\_\_\_\_. SWCBS will provide care, safety, education, and training (both secular and religious) for the Child during this period. This grant of temporary guardianship shall commence upon the signing of this contract by the last party hereto and shall terminate as hereafter provided.

PARENT INITIALS \_\_\_\_\_

### Power of Attorney

Parent hereby grants to the SWCBS director or his agent a power of attorney over the Child to act in loco parentis (in place of parent) in all matters pertaining to the child's health, safety, education, and general welfare. This power of attorney includes but is not limited to the following:

- To secure upon advice of a licensed healthcare provider or dentist any medical, surgical, or dental diagnostic tests and treatment, counseling services, and including but not limited to admission to or transfer to or from a healthcare facility, administration of prescriptions, anesthetics, and/or patented medicines.
- To obtain copies of public and/or confidential records from schools, courts, state and county agencies, healthcare providers, or hospitals, which may be needed for admission, discharge, special school placements, or other requirements in accordance with the planned objectives of this placement, as determined by the SWCBS administration.
- To release records pertaining to the Child's healthcare, education, behavior, counseling, and/or other records to entities or persons for treatment, consultation, assistance, further education, and other purposes deemed by SWCBS to be in the child's best interests.
- To execute all documents deemed necessary by a healthcare provider or other professional, for the treatment, care, or other services for the Child;
- To supervise the Child's daily living requirements, including authority to administer discipline when under the supervision of the SWCBS employees or agents, in accordance with the planned objectives of this placement and the Child placement contract.
- To transport the Child to and from his various activities either by private vehicle, bus, public transportation, or personal vehicle of SWCBS's employees or other agents, understanding that these activities may take the Child out of state.
- To allow the Child to travel by other means to attend normal activities with the understanding that the Child may not always be accompanied by, nor directly supervised by, a staff member of SWCBS.

- To allow the Child to participate in normal childhood and/or teenage activities including but not limited to, attending SWCBS-approved parties, church, and social events, without supervision of a staff member.
- To allow the Child to participate in traditional team sports including softball, basketball, volleyball, soccer, etc.; to participate in other outdoor activities including but not limited to skating, riding horses, working with livestock, swimming, fishing, boating, water skiing, bicycling, camping, and hiking; flying in an airplane; and other childhood activities.
- To allow the Child to operate designated farm and lawn vehicles, tractors, and equipment when trained, approved and overseen by staff.
- To provide religious and spiritual instruction which includes church attendance, ordinances, bible studies, and youth fellowship activities.

PARENT INITIALS \_\_\_\_\_

Parent understands that he or she may revoke this Power of Attorney at any time by serving such revocation in writing or by mutual consent between Parent and SWCBS.

\_\_\_\_\_  
Parent/Legal Guardian (Print)                      (Signature)                      Date

\_\_\_\_\_  
Parent/Legal Guardian (Print)                      (Signature)                      Date

\_\_\_\_\_  
Witness                      Date                      Witness                      Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this day \_\_\_\_ of \_\_\_\_\_ in the year \_\_\_\_, before me, the undersigned notary public, \_\_\_\_\_ (name), appeared \_\_\_\_\_ (name of Principal), personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated and that Principal appears to be of sound mind and under no duress, fraud, or undue influence.

In witness whereof, I hereunto set my hand and official seal.



## CHILD PLACEMENT CONTRACT

THIS AGREEMENT, made and entered into this 1st day of July, 2022, by and between Still Waters Christian Boarding School, a Mississippi Non-Profit Corporation, engaged in the care and rehabilitation of young men ages 12-17 on a Christian basis in a Christ-centered institution (hereinafter "SWCBS"), and \_\_\_\_\_ [guardian's full name] and/or \_\_\_\_\_ [2<sup>nd</sup> guardian's full name] of \_\_\_\_\_ [guardian's city and state of residence], ("Parent"), being the parent(s), legal guardian(s) or having legal custody of \_\_\_\_\_ [child's full name], a minor, age \_\_\_\_\_ [child's age], born \_\_\_\_\_ [child's birthday] (the "Child"), covenant and agree as follows:

### **Article I. Residential Room and Board Agreement**

Section 1.01 The costs of providing residential care of a child include clothing, meals and snacks, over-the-counter medications, linens, cleaning supplies, and other items necessary to provide room and board.

Section 1.02 The costs of providing a private education through SWCBS Christian School include lunch, course materials, teachers' salaries, school uniforms, and other miscellaneous supplies necessary to operate the school.

Section 1.03 Upon admission into SWCBS, the Parent agrees to the agreed contract period of one year from the date this Contract is effectuated and that re-enrollment will be on a case-by-case and year-by-year basis.

Section 1.04 The Child's monthly residential room and board fee is \$\_\_\_\_\_ [Monthly Amount], due on or before the first of each month or partial month the Child resides at SWCBS.

Section 1.05 Parent is responsible for any medical, dental, psychiatric, or other expenses incurred by SWCBS on behalf of the Child during the time this Contract is in effect.

Section 1.06 Parent agrees to provide health insurance information to SWCBS and will assume the responsibility of locating a preferred health care provider near Union, MS. If Parent does not have health insurance for the Child, Parent understands that Child will be enrolled in the local discount insurance program made available upon enrollment at SWCBS.

Section 1.07 If Parent chooses to remove the Child from SWCBS prior to the end of the contract period, Parent agrees to pay SWCBS the balance of the full residential room and board fee due for the remainder of the 12-month contract period.

Section 1.08 SWCBS Christian School is the educational division of SWCBS. When Parent places the Child into SWCBS, he or she is also enrolling the Child as a student in SWCBS Christian School.

PARENT INITIALS \_\_\_\_\_

### **Article II. Termination of Enrollment/Discharge**

Section 2.01 If Parent chooses to terminate the Child's enrollment, Parent must give a minimum 24 hours' notice to SWCBS prior to arrival to collect the Child. This prior notification is required to expedite the withdrawal process by allowing SWCBS the time necessary to collect the student's personal belongings and to prepare a financial statement on the status of all the student's accounts.

Section 2.02 In the event of a voluntary termination of enrollment (which includes parental violation of this agreement, falsified information on the placement application or interviews that results in discharge by SWCBS, or parental choice to remove child prior to the expiration of the 12-month contract period), the

remaining tuition and room/board costs for the contract period and any past-due account balances will become due and payable effective the date of termination.

Section 2.03 If SWCBS terminates the enrollment of a child for any reason other than a voluntary termination of enrollment, including failure of the Child to adjust or conform to SWCBS’s program, past-due tuition and fees and prorated tuition and fees up to the day of enrollment termination will be due and owing. Balances must be paid immediately.

Section 2.04 The Parent shall make provision for the immediate return of the Child upon termination of enrollment at Parent’s expense within 24 hours of notification.

Section 2.05 Parent agrees that the \_\_\_\_\_ [emergency contact name] whose phone number is \_\_\_\_\_ [emergency contact phone] will immediately take the Child if the Parent cannot be contacted or refuses to take the Child at discharge. If the named emergency contact person refuses or is unable to remove the Child, Parent understands that SWCBS will contact the proper legal authorities to remove the Child. All expenses related to the removal of the Child are the responsibility of the Parent.

Section 2.06 The Parent is responsible for any post-release services required.

PARENT INITIALS \_\_\_\_\_

**Article III. Statement of Faith**

The Parent agrees with the SWCBS Statement of Faith as stated on their website (<https://stillwatershome.com/who-we-are/>) and understand that these beliefs will be taught to the Child while enrolled at SWCBS.

PARENT INITIALS \_\_\_\_\_

**Article IV. Reduction or Removal of Medication**

Section 4.01 Parent hereby agrees to wean Child off of all current behavior-modifying medication(s) that the Child is taking prior to arrival and admission in to SWCBS. In the event that this is not feasible, Parent gives permission to SWCBS to wean Child off of all current behavior-modifying medication(s) as it becomes less necessary. In the event of any medical complications, a doctor will be consulted accordingly.

Section 4.02 Parent understands that in reducing or removing the Child’s medication(s), certain risks may be present, and Parent fully releases SWCBS from responsibility for any injury, illness, or conditions that may occur to the Child as a result.

PARENT INITIALS \_\_\_\_\_

**Article V. Discipline Policies and Practices**

Section 5.01 Parent has read, agrees with, and will support SWCBS in the use and implementation of the disciplinary procedures set forth in the “Discipline and Behavior Modification” document (Attachment 1 to this Contract).

Section 5.02 All discipline and behavior management will emphasize positive, but may include punitive, methods, and will include means for teaching children that emphasize praise and encouragement for exhibiting self-control and desirable behavior and methods for protecting children or others when a child is out of control and the child’s behavior is likely to endanger himself, other persons, or property.

Section 5.03 If separation from others is used as a control measure, the Child will be placed in an unlocked, lighted, well-ventilated room of at least 50 square feet and within hearing distance of a staff member. The time limit for isolation will be reasonable for the circumstances.

Section 5.04 Parent agrees not to interfere with the care or management of the Child in any way and shall not encourage or permit anyone else to do so.

PARENT INITIALS \_\_\_\_\_

**Article VI. Photograph/Video Consent and Release**

Section 6.01 Parent gives SWCBS permission to use the Child’s likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of the SWCBS.

Section 6.02 Parent agrees that SWCBS will have complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the organization’s mission.

Section 6.03 These purposes uses include, but are not limited to, illustrations, bulletins, website usage, exhibitions, video recordings, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet and social media.

Section 6.04 Parent acknowledges that he or she will not receive any compensation for the use of such pictures, etc., and hereby releases SWCBS and its staff and/or agents and assigns from any and all claims which arise out of or are in any way connected with such use.

Section 6.05 This release in its entirety is also extended to anyone or organization in whom SWCBS has authorized for the same purposes.

PARENT INITIALS \_\_\_\_\_

CHILD INITIALS \_\_\_\_\_

**Article VII. Parental Support Agreement**

Section 7.01 Parent acknowledges that he or she has been provided a copy of all SWCBS policies, philosophy, purposes, and procedures, including [additional document titles] and that Parent agrees to abide by all requirements contained therein, including those incorporated as Attachments at the end of this Contract.

Section 7.02 Parent agrees to follow all policies discussed during the enrollment interview and those provided in writing. Whenever there is a major policy change, Parent will be notified by [mail/email] at the address provided on file.

Section 7.03 Parent acknowledges and understands that cooperation with SWCBS is expected not only with financial support, but also in personal participation in the entire SWCBS program, understanding that this is essential to the successful rehabilitation not only of the Child but also for the entire family.

Section 7.04 Parent agrees to not be negative at any time a change in policy is deemed necessary by SWCBS and to not ask SWCBS to alter, waive, or compromise any policies to make them meet Parent’s satisfaction or approval. If at any time Parent becomes unwilling to give full support to all SWCBS policies, as determined by the administration, SWCBS will view those actions as a statement that Parent no longer desires to have the Child enrolled at SWCBS and that the Parent is enacting a voluntary removal of the Child from SWCBS, in which case the remaining tuition and room/board fees will become due effective the date of the enrollment termination in accordance with Section 3.02.

PARENT INITIALS \_\_\_\_\_

**Article VIII. Spending Money and Gift Cards**

Section 8.01 Parent understands that during the course of the Child’s residency at SWCBS, the Child will receive certain gifts, gift cards, and money from various donors, family members, and friends.

Section 8.02 These gifts, gift cards, and monies are the property of SWCBS and will be used to generally benefit the Child it has been designated for as long as the Child is in the care of SWCBS.

Section 8.03 Such gifts, gift cards, and monies will be used at the discretion of SWCBS.

Section 8.04 At the time of discharge of the Child, all such gifts, gift cards, and monies will be utilized by SWCBS to care for other children in residence.

PARENT INITIALS \_\_\_\_\_

**Article IX. Parent/Child Interaction**

Section 9.01 Parent agrees to the published Visitation Rules attached to this Contract as Attachment 3 when planning and making face-to-face visits.

Section 9.02 Parent agrees to comply with the Correspondence Guidelines set forth in Attachment 3 to this Contract.

Section 9.03 If there is anyone with whom Parent does not want the Child to receive mail from, Parent must indicate such in writing using the form attached as Attachment 4 to this contract.

Section 9.04 Parent will be responsive to communications from SWCBS regarding medical, behavioral, and/or educational updates and requests for input.

PARENT INITIALS \_\_\_\_\_

**Article X. Non-Disparagement**

Section 10.01 As of the execution of this agreement, Parent agrees to take no action which is intended, or would reasonably be expected, to disparage or harm SWCBS or any of the directors or agents of this organization or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to these organizations.

Section 10.02 For purposes of this agreement, “disparage” shall mean any negative statement, whether written or oral, about SWCBS or any of its directors or agents.

PARENT INITIALS \_\_\_\_\_

**Article XI. Miscellaneous Provisions**

Section 11.01 It is understood by Parent that, in addition to providing for the room, board, and education of the Child while in residence at SWCBS, SWCBS is primarily organized, as is its program, to develop not only the physical, emotional, and academic qualities of the Child, but also his spiritual development.

Section 11.02 Parent will inform SWCBS and make accessible to SWCBS complete background information including social, psychological, and medical records on the Child.

Section 11.03 Parent agrees that should the Child run away or leave SWCBS property without permission, SWCBS and its staff and agents will not be responsible for any acts or accidents that may occur during such an absence. The Parent will assume all liability during any such unauthorized absences.

Section 11.04 Parent acknowledges that placement of the Child is voluntary on the part of all parties involved.

Section 11.05 Parent agrees that he or she will not convey information to the Child and then require him to keep this information from SWCBS.

Section 11.06 Parent agrees that he or she will not convey information to the Child that SWCBS has explicitly requested should not be shared with the Child (i.e.: visitation plans, expected departure dates, information regarding upcoming trips, etc.).

Section 11.07 Parent understands and agrees that it is Parent’s responsibility to notify the Interstate Compact Agency in the Child’s state of residence (non-Mississippi residents) of that child’s new residence at SWCBS in the state of Mississippi.

Section 11.08 As required by the state of Mississippi, Still Waters Christian Boarding School is a Registered Residential Children’s Home. Facility number is CRH-0028.

Section 11.09 Except as hereinafter specifically provided and except for a possible renewal of the same, this contract will terminate on July 31<sup>st</sup>, 2023. If SWCBS is willing to renew the Contract for another period, then in that event, at least thirty (30) days prior to the termination date, SWCBS will set a time to meet with Parent to discuss either a renewal of the contract or discharge of the Child. Notwithstanding anything herein contained to the contrary, however, violation by Parent to any of the above terms and conditions shall entitle SWCBS to terminate this Agreement prior to the specified termination date and without prior notice to the Parent. When such termination takes place on behalf of SWCBS, Parent agrees to the removal and full responsibility of the Child back into the Parent’s care and to pay tuition and room and board fees in accordance with Section 3.02.

PARENT INITIALS \_\_\_\_\_

**Article XII. Dispute Resolution**

Section 12.01 The parties to this agreement are Christians, and they believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian community in conformity with the biblical injunctions of 1 Corinthians 6:1–8, Matthew 5:23–24, and Matthew 18:15–20. Therefore, the parties agree that any claim or dispute arising out of, or related to, this agreement, or to any aspect of the relationship, including claims under federal, state, and local statutory or common law, the law of contract, and the law of tort, shall be settled by biblically based arbitration conducted by a Christian arbitrator and in accordance with the rules adopted by the SWCBS Board and incorporated as Attachment 5 to this Contract. **THIS REQUIREMENT AND THESE ARBITRATION POLICIES DO NOT APPLY TO SWCBS’S EFFORTS TO SEEK COLLECTION FOR PAST-DUE, DELINQUENT ACCOUNTS.** SWCBS reserves the right to file a collection action in such cases, and Parent agree to pay all attorneys fees, court costs, and other costs associated with resolution of the debt.

Section 12.02 The parties to this agreement affirm that these methods shall be the sole remedy for any controversy or claim arising out of this agreement (**EXCEPT THOSE ACTIONS SEEKING PAYMENT OF PAST-DUE, DELINQUENT ACCOUNTS**) and expressly waive their right to file a lawsuit against each other in any civil court for such disputes except to enforce a legally binding arbitration decision. The parties acknowledge that by waiving their legal rights to file a lawsuit to resolve any dispute between them, they are not waiving their right to employ legal counsel at their own expense to assist them in any phase of the process.

PARENT INITIALS \_\_\_\_\_

**Article XIII. Assumption of Risk and Liability Waiver**

Section 13.01 By signing below, I indicate that I have the understanding and capacity to enter this Contract and that I am fully informed as to and understand the contents of this document. **I UNDERSTAND AND**

**HEREBY AGREE TO ASSUME ALL OF THE RISKS WHICH MAY BE ENCOUNTERED WITH THE ENROLLMENT OF MY CHILD AT SWCBS. I DO HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS** SWCBS and its agents and employees, and their heirs and assigns, from any and all past, present, future known and unknown liabilities, actions, causes of actions, claims, expenses, and damages, **INCLUDING THOSE CAUSED BY THE NEGLIGENCE OR FAULT OF SWCBS, ITS LEADERS, EMPLOYEES, OR VOLUNTEERS**, and including without limitation, interest, penalties, court costs, attorney's fees, and expenses on account of damage to property or injury, illness, or death to myself or my Child which I now have or which may arise in the future in connection with my Child's enrollment at SWCBS which is not the result of gross negligence, intentional neglect, or willful or wanton conduct by SWCBS or its agents, representatives, or employees.

PARENT INITIALS \_\_\_\_\_

Section 13.02 **I FURTHER RELEASE** any and all claims brought by or through me, including claims for loss of consortium and all similar claims based on relationships with other people. **I EXPRESSLY AGREE** that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted in the State of Mississippi and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **I ALSO AGREE** that any controversy or claim, by or through the party signing this release, arising out of or relating to the activities anticipated by this form shall be settled by binding Christian arbitration conducted by a Christian arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not mere recitals.

PARENT INITIALS \_\_\_\_\_

**Section 13.03 I further state that I have carefully read the foregoing information and know the contents thereof, and I sign this document as my own free act. This is a legally binding agreement which I have read and understand.**

PARENT INITIALS \_\_\_\_\_

Section 13.04 In consideration of the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged and agreed to, SWCBS and the Parent duly affix their signatures on this \_\_\_\_\_ [day] of July, 2022.

\_\_\_\_\_  
Parent/Legal Guardian (Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Legal Guardian (Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
SWCBS Representative (Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

## ATTACHMENT 1

### Discipline and Behavior Modification

In order to maintain a happy and peaceful atmosphere, proper discipline and respect for others must be exhibited by all residents at Still Waters Christian Boarding School at all times.

Therefore, there are rules in place which are designed to regulate and modify behavior of the student. There is also a fair system of punishment for when those rules are broken. The rules within the school are always in a form of flux, meaning that new rules may be introduced at any time and that old rules may be amended on a regular basis. Listed below are some examples of the forms of punishments employed at Still Waters Christian Boarding School. This list is neither exhaustive nor complete and is subject to change without written notice.

<b>Physical</b>	<b>Restrictions</b>	<b>Writing</b>	<b>Outside</b>	<b>Extra Chores</b>
Push-ups	No soda/tea	Sentences	Weeding	Bathroom Toilets Scrubbed
Sit-ups	No sugar	Essays	Running laps	Scrubbing Floors
Extra P.T.	No fun activities	Bible Verses	Digging holes	Handwashing Laundry
	No talking			

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date





### ATTACHMENT 3

#### Visitation Rules

1. All visits must first be approved by the Still Waters Christian Boarding School (SWCBS) staff.
2. Staff must be notified of, and approve, intended visits at least two weeks prior.
3. All visitors are required to observe the dress code of SWCBS while on property (modest skirts or dresses for ladies, long pants on men, sleeved shirts, no shorts).
4. Initial visits are permitted, pending staff approval, after the end of the child's first six months at the home.
5. The child and his visitors will be required to attend any church services which may occur during the time of the visit.
6. Visitors are permitted to pick up their child at the home the day of their visit and spend the day with them off-site, respecting return curfew set by the staff, accordingly.
7. The home's dress code must be followed by the Child while off-property as well during his/her visit, respecting the ministry and the work that is being done.
8. Visitors will be limited to the child's immediate family: parents, grandparents, brothers, and sisters. Pastors and youth leaders are permitted earlier visits, as approved by the staff, if so desired.
9. No alcohol or tobacco products are permitted on SWCBS property.
10. Do not discuss the intended visit with the Child prior to the visit. The staff will inform him the morning of his visit accordingly.
11. The SWCBS staff reserves the right to cancel or end visits at their discretion.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date



## ATTACHMENT 5

### Binding Arbitration Procedures

#### SECTION 1—SCOPE OF ARBITRATION

This arbitration provision is ecclesiastical and faith-based in nature and is intended to operate under the rules and guidelines of this Ministry. It is not intended to operate under any state or federal guidelines for arbitration.

The parties must, prior to the selection of arbitrators, agree to the scope of the matters to be considered by the arbitrators. In doing so, the parties must conduct themselves with the utmost courtesy as befits believers in Jesus Christ. If the parties cannot agree upon the scope of the dispute for arbitration, the scope shall be determined by the arbitrators.

#### SECTION 2—SUBMISSION TO ARBITRATION

- A. The parties, as Christians, believing that lawsuits between Christians are prohibited by Scripture, and having agreed to submit disputes to binding arbitration and to waive any legal right to take the dispute to a court of law, will refer and submit any and all disputes, differences, and controversies whatsoever within the agreed scope of arbitration, except those actions to collect past-due, delinquent accounts, to a panel of three arbitrators, to be selected as follows:
1. All arbitrators must be born-again Christians of good reputation in the community who affirm the church's statement of faith in its entirety.
  2. Each party shall submit a list of three proposed arbitrators to the other party, and the other party will choose one of the three proposed arbitrators to serve on the panel.
  3. The third arbitrator will be selected by mutual agreement of the other two arbitrators.
  4. In selecting the arbitrators, each party shall act in good faith in choosing Christian arbitrators who have no prior knowledge of the facts leading up to the dispute, are not related to or close friends with the selecting party, and will act impartially and with fundamental fairness.
  5. No arbitrator may be or have ever been employed by, or under the authority of, either party or any other arbitrator in the current matter.
  6. The arbitrators will be selected as soon as possible but no later than 30 days after the parties have agreed to the scope of the arbitration.
  7. The arbitration will be held at a neutral site agreed to by the arbitrators.
- B. The arbitrators shall, subject to the provisions of these procedures, arbitrate the dispute according to the terms of these procedures, the Bible as interpreted by the church's statement of faith, and any applicable church documents.
- C. Each party may be represented by counsel throughout the process at the party's own expense. Discovery will be allowed as needed, as determined in the discretion of the arbitrators. Formal rules of evidence shall not apply.

#### SECTION 3—TERMS AND CONDITIONS OF ARBITRATION

- A. The arbitrators shall have full power to make such regulations and to give such orders and directions, as they deem expedient in respect to a determination of the matters and differences referred to them.
- B. The arbitrators shall hold the arbitration hearing as soon as possible, but no later than 30 days

after the selection of the third arbitrator.

- C. There shall be no stenographic record of the proceedings, and all proceedings shall be closed to the media and any other individuals not directly involved in the proceedings.
- D. Normally, the hearing shall be completed within 3 hours. The length of the hearing, however, may be extended by the arbitrators in their discretion or an additional hearing may be scheduled by the arbitrators to be held promptly.
- E. There will be no post-hearing briefs.
- F. The arbitrators are to make and publish their award, in writing, signed by each of them concerning the matters referred, to be delivered to the parties no later than 48 hours from the conclusion of the hearing, unless otherwise agreed by the parties. The arbitrators may, in their discretion, furnish an opinion.

#### **SECTION 4—CONDUCT AND RULES OF HEARING**

- A. The arbitrators may, in their absolute discretion, receive and consider any evidence they deem relevant to the dispute, whether written or oral, without regard to any formal rules of evidence.
- B. The parties and their respective witnesses must, when required by the arbitrators, attend and submit to examination and cross-examination under oath as to all or any of the matters referred to in the proceedings and to produce and deposit with the arbitrators any or all evidence within their possession or control concerning such matters.
- C. If a party defaults in any respect referred to in subsection 4.B, the arbitrators may proceed with the arbitration in their discretion as if no such evidence were in existence, insofar as it may be favorable to the party in default.
- D. All presentations shall be controlled by the arbitrators. Any disputes regarding procedure shall be decided solely by the arbitrators.

#### **SECTION 5—DUTIES OF ARBITRATORS**

- A. The arbitrators are to receive all evidence, prayerfully consider such evidence in an impartial manner, and render a decision which, based upon Scriptural principles, is fair to all parties.
- B. The arbitrators have full power to order mutual releases to be executed by the parties, and if either party fails to execute the release, such order shall have the effect of a release and may be duly acknowledged as such.
- C. In the event that either party or a witness for either party fails to attend the arbitration hearing, after such written notice to such party as the arbitrators deem reasonable, the arbitrators may proceed in the absence of such party or witness without further notice.

#### **SECTION 6—DECISION OF ARBITRATORS**

- A. It is preferred that the arbitrators reach a unanimous decision, but if a unanimous decision cannot be obtained, a majority decision will be accepted. The written decision of a majority of the arbitrators shall be final and binding on all parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. There is no appeal from



## ITEMS TO BRING

*\*Please ensure that all personal belongings are marked with the Child's initials appropriately with a laundry-safe marker.*

*\*Quantities listed below are suggested minimums.*

- Bible (King James only)
- Stamps, Stationary, & Envelops (if so desired)
- Suit(s)/Sports Coat(s)
- Dress Shirts (4)
- Ties
- Dress Belt
- Casual Belt
- Dress Pants (3)
- Casual Pants (5) (No jean material)
- Jean Pants (1) (Nice condition—No skinny or baggy jeans)
- Work Pants (2) (hole-free)
- Casual Shirts with Collar (5) (Label free)
- T-shirts for Working (3) (Plain/Appropriate Graphics)
- T-shirts for Sleeping (3) (Plain/Appropriate Graphics)
- Plain, White Undershirts (7) (Worn Daily)
- Underwear (8)
- White Socks (8)
- Dress Socks (5)
- Pajama Pants/Shorts for Sleeping (3)
- Dress Shoes
- Work Shoes
- Casual Shoes
- Play Shoes/Tennis Shoes
- House/Shower Shoes
- Waterproof Mattress Cover (Preferably with a zipper)
- Pillow
- Twin Sheet Set with Pillowcase
- Blanket
- Towels (4)
- Washcloths (4)
- Clothes Hangers
- Large Mesh Laundry Basket
- Deodorant
- Razor (if applicable)
- Pullman Suitcase and/or Overnight Bag (1)

## GENERAL RULES FOR STUDENTS/RESIDENTS

1. \_\_\_\_\_ You will have a weekly chore list which must be completed each day prior to any privileges, unless otherwise told. The chore chart is posted on the bulletin boards in each dorm. Having your area around your bed and closet area clean and tidy is to be done daily before leaving the dorm.
2. \_\_\_\_\_ Ask permission before leaving the upstairs area.
3. \_\_\_\_\_ Do NOT leave the property unless specific permission is granted. Learn where the property lines are in the woods and be sure NOT to cross into other property. This is especially important during hunting seasons as hunters utilize these woods.
4. \_\_\_\_\_ Phone calls will be granted every two weeks and will only last 10 minutes. Calls are to be made to parents, grandparents or siblings only. Phone calls may be taken away per the discretion of the Dean.
5. \_\_\_\_\_ Fire drills are conducted once a month. You are to drop whatever you are doing and leave by the designated door and gather by the flag pole in the front yard until everyone has been accounted for and you are given permission to go back inside.
6. \_\_\_\_\_ You are not allowed to carry money on you. All money will be kept for you by the director. You may ask to utilize this money as needed.
7. \_\_\_\_\_ All adults must be addressed as “sir” or “ma’am.”
8. \_\_\_\_\_ Backtalk and arguing will not be tolerated.
9. \_\_\_\_\_ All meals and snacks must be eaten in the dining room ONLY, with the exception of water. You must ask to be excused before leaving the table during meals. Permission must be given for all food, drinks and snacks, with the exception of water.
10. \_\_\_\_\_ Shorts may be worn at bedtime, but are NOT permitted to be worn outside, or during any time when guests are visiting.
11. \_\_\_\_\_ T-shirts are only permitted to be worn when lounging around the house or when working outside. Sleeveless shirts are not allowed at any time; hoodies are only permitted when working in the cold.
12. \_\_\_\_\_ Jeans are only to be worn around the house or while working. Skinny jeans and excessively baggy jeans are NOT allowed at any time.
13. \_\_\_\_\_ School attire is Khaki pants, collared shirt, plain white undershirt, and belt. Shirts are to be tucked in at all times.
14. \_\_\_\_\_ Church attire for all church services (unless otherwise noted) is a plain white undershirt, dress shirt, dress pants, tie, suit jacket, dress socks, belt and dress shoes.
15. \_\_\_\_\_ Plain, white undershirts must be worn at all times with both collared shirts and dress shirts.
16. \_\_\_\_\_ A shirt and either sleep shorts or pants are required to be worn to bed.

17. \_\_\_\_\_ House shoes, or shoes must be worn at all times indoors; bare feet are not permitted.
18. \_\_\_\_\_ “Ready to leave” means that proper attire is on, shirts are tucked in, belt is on, and shoes are on and tied. All possessions that will be going with you are in your arms and ready to be taken (ex. Bible, backpacks, lunches, etc.).
19. \_\_\_\_\_ Contraband, such as cell phones, electronics, cigarettes, drugs, etc. will result in necessary discipline.
20. \_\_\_\_\_ Discipline measures are determined accordingly by the Dean (ex. writing sentences, privilege restrictions, etc.).
21. \_\_\_\_\_ Your personal belongings are subject to inspection at any time by the Dean during your time here.
22. \_\_\_\_\_ You are responsible for your own personal belongings and personal hygiene.
23. \_\_\_\_\_ Bible reading is required daily prior to breakfast.
24. \_\_\_\_\_ There is zero tolerance of profanity or bad language, including “substitute” words used for vulgar language, gang activity of any kind (ex. Flashing, graffiti, colors, etc.).
25. \_\_\_\_\_ Bullying will also not be tolerated.
26. \_\_\_\_\_ Talking about “old times” or prior misbehaviors is not permitted. Arguing will not be tolerated.
27. \_\_\_\_\_ There will be no singing of rock, rap, country, or contemporary songs.
28. \_\_\_\_\_ No physical contact is allowed such as fighting, horseplay, rough-housing, etc.
29. \_\_\_\_\_ You must always be clean shaven and have a Dean-approved haircut.
30. \_\_\_\_\_ Anything brought into the home must first be approved by the Dean.
31. \_\_\_\_\_ Anything brought into the home for the other boys to use becomes the property of the home and we are not responsible if it is broken or misused.
32. \_\_\_\_\_ When leaving the property, we stay together as a group unless otherwise instructed.
33. \_\_\_\_\_ All staff housing is STRICTLY off-limits.
34. \_\_\_\_\_ You will be held responsible for replacing or repairing anything you break.
35. \_\_\_\_\_ Do not wear other boys’ clothes without permission.
36. \_\_\_\_\_ No flirting with or writing to girls is permitted during your time here at the home. Romantic relationships are not allowed.
37. \_\_\_\_\_ All reading material must first be approved by the Dean.



38. \_\_\_\_\_ No firearms, ammunition or knives allowed.
39. \_\_\_\_\_ You will be assigned a designated laundry day. Laundry must be completed on your day accordingly.
40. \_\_\_\_\_ Chores must be completed after each meal unless otherwise instructed.
41. \_\_\_\_\_ Lights-out is at 9:30 PM unless otherwise instructed.
42. \_\_\_\_\_ You are required to wake up at the designated time as instructed by the Dean.
43. \_\_\_\_\_ Do not take or use ministry property without permission.
44. \_\_\_\_\_ Stay out of locked rooms and buildings on property.
45. \_\_\_\_\_ When the kitchen door is closed, you are NOT permitted to open it.
46. \_\_\_\_\_ You are permitted access to your own dorm, shower, bathroom, and sink ONLY, unless specific permission is granted by the Dean.
47. \_\_\_\_\_ All belongings will be searched upon initial entrance and final exit of the home and are subject to searching at any time during your time here.

I have read and understand each of the rules outlined above.

**Student/Resident Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# STUDENT RECORD RELEASE

**To Releasing School Counselor:**

School Name		Date	
Address			
City	State/Province		Zip
Phone	Fax		

Dear Counselor:

My child has been withdrawn from your school. Please release their academic and health records to the following school. Thank you.

<p style="text-align: center;"><b>Accepting School</b></p> <p style="text-align: center;">Still Waters Christian Boarding School 11901 Road 505 Union, MS 39365-7323 Fax: 601-656-5393      Office: 601-656-7714</p>
--

## STUDENT NAME

Last	First	Middle Initial	Age
Grade level at time of withdrawal			
Signature of Requesting Parent/Guardian			

## **PARENT'S PAPERWORK AND CHECK- IN INFORMATION CHECK LIST**

**Everything on this list MUST be completed before arrival.**

The following paperwork MUST be filled out and notarized (if so indicated [\*]) prior to admission. Please bring a copy of all documents with you at the time of in-take.

- Application for Admission
- Medical Examination (Including a complete physical)
  - Blood work
  - STD and AIDS Testing
  - Dental work must be done
  - Eye exam – if wearing contacts, we will need you to supply those as needed.
  - All daily medications need to be sent with your child.
  - Head lice checked before arrival—NO child will be admitted with lice.
- Guardianship Agreement and Power of Attorney\***
- Child Placement Contract\***
- Student Record Release
- Correspondence and Visitation Rules
- Biographical Information of Residents (state required)– COMPLETED AT DROP-OFF**

### **Additional Documentation Required:**

- Original or *certified* copy of child's birth certificate
- Original or *certified* copy of child's social security card
- Copy of child's insurance card
- Child's federal issued photo ID (if applicable)
- Copy of child's immunization records
- Copy of child's school transcripts (if feasible)

**First tuition payment is due at time of in-take and is non-refundable.**