

# HAWAII NATIONAL GUARD YOUTH CHALLENGE ACADEMY ENROLLMENT AGREEMENT

"THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER"

PLEASE KEEP A COPY FOR YOUR RECORDS.

In consideration of the mutual agreements hereafter set forth, faithfully, to be fully kept and performed by the respective parties hereto, it is agreed as follows:

**Term 1. Term Set for Contract** – I understand that the Hawaii National Guard Youth Challenge Academy (YCA) is a Residential Program and understand that all cadets must be in attendance for a required number of days. Cadets who fail to complete the required number of training days may become ineligible to complete/graduate the program. Dates of enrollment are set per class to cover the required number of training days as set forth in the memorandum of agreement with the National Guard Bureau.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 2. Conditions of Enrollment** – I understand and agree that YCA retains the right to suspend or dismiss a cadet from YCA for conduct (on or off campus) that is prejudicial to the good order and discipline required by YCA, or for any violation of the YCA rules and regulations as set forth in the Cadet Student Manual. YCA bears no obligation to provide any academic work to complete a semester or any academic credit once a cadet is dismissed. All cadets are furnished with a copy of these regulations to which they will be bound and ordered to both review and understand them fully.

## **Reasons for possible dismissal include but are not limited to the following:**

- Drugs & Hallucinogens—Selling, Possession, Use and/or Distribution of Drug Paraphernalia.
- Refusing to take a Urine Drug Screen/Breathalyzer Test
- Positive Results on a Urine Drug Screen/Breathalyzer Test
- Alcohol and/or Beer – Use of and/or Possession.
- Civil Law Violation Inside/Outside YCA
- Lying, Stealing, or Cheating of **ANY** Kind, On or Off Campus
- Physical or mental hazing of any kind
- Repeated Fighting in Barracks/on Campus
- Moral or Lewd Misconduct
- Vandalism – Willful Destruction of School Property (Room/Barracks, etc.)
- Making Unauthorized Telephone Calls
- Excessive Demerits/Class Absences
- Threatening YCA Faculty, Staff or Cadre
- Unauthorized Personnel in Cadet Barracks at **ANYTIME.**
- Offenses affecting the Well Being of the YCA
  - Female Cadet in Males' Room/Barracks or Male Cadet in Females' Room/Barracks
  - Possession of Guns; Knives; Stun Guns; Paint Ball Guns, Rocket Fuel or Flammable Materials
    - Self-Inflicted Wounds to include Tattoos/Branding, and/or Body Piercing
  - Possession of Unauthorized Keys
- Leaving Facility without Permission
- Sexual Harassment of **ANY** Kind
- Racial Remarks of **ANY** Kind
- Gambling; Possession of Gambling Paraphernalia
  - Stealing from YCA staff offices/desks/vehicles/purses, etc.
- Violation of the Tobacco use policy

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 3. YCA Drug Policy** – I understand that every cadet will be given a urinalysis (UA) within 40-days of arrival at YCA and will be subject to random testing while enrolled at YCA. Anytime a UA result is positive, the parent or guardian has the right to request a second UA test be conducted at their own expense before the cadet is dismissed from the program. YCA will maintain physical custody of the cadet during this entire process.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 4. Sexual Harassment** – I understand and agree that all cadets are required comply with YCA policies prohibiting any form of sexual harassment. I understand that if a cadet sexually harasses any other cadet, staff member or YCA volunteer they may be subject to immediate disciplinary actions. YCA Disciplinary actions include, but are not limited to, the loss of rank and/or position, being placed on a disciplinary detail, loss of favors or dismissal from the program. This policy does not limit or interfere with the potential for civil or criminal charges being brought by the victim.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 5. Conditions for Authorized Leave** – I understand that cadets may be released from the academy on a temporary basis for any one or both of the following purposes: Wedding of Parent or Guardian or Death of Immediate Family Member (Parent or Guardian, Sibling, Grandparent or Great-Grandparent only) either Biological or Adopted. Released cadets must return within the designated time frame as determined by YCA to be appropriate for said event. Any deviations from course will result in possible disciplinary actions which may include, but are not limited to, the loss of rank and/or position, being placed on a disciplinary detail, loss of favors or dismissal from the program.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 6. Academic Program** – I understand that cadets will earn three credits while enrolled at YCA. It is at the discretion of the cadet's academic institution to allow said credits to be transferable. Upon successful graduation from YCA, graduates will receive a Certificate of Program Completion from YCA. They will also receive either a High School Equivalency Diploma utilizing the High School Equivalency Diploma Program, or a Workforce Development Diploma. The Workforce Development Diploma Program provides an opportunity to gain the knowledge, skills and abilities needed for employment and/or job training. Future requests for transcripts or copies of diplomas must be made through the Waipahu Community School for Adults, Hilo Campus.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 7. Media Policy** – Unless specifically forbidden by the responsible enrolling party, it is YCA's policy that enrollment is deemed as consent to the photographing, videotaping and voice recording of cadets for use singularly or in conjunction with other images and/or recordings for advertising, publicity, commercial or other business purposes in markets both foreign and domestic. -YCA policy states that unless specifically forbidden by the responsible enrolling party, all responsible parties release YCA, and any of its affiliated organizations, their directors, officers, agents, employees, customers, and appointed advertising agencies from all claims of any kind on account of such use.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 8. Financial Responsibility** – Although YCA has no registration fees or established program costs, I acknowledge by my initials below that any undue expenses incurred by YCA as a result of damage, misuse of facilities or any other unforeseen circumstances due to negligence will be reimbursed by me as soon as possible upon receipt of such charges. All incomplete or non-paid fiscal responsibilities may result in cadet termination, suspension of training or withholding of graduation documents. In the event that recovery of financial obligations requires legal action, I agree to pay all collection expenses incurred by YCA to include court costs and attorney's fees, without relief from valuation or appraisal laws.

1. All payments must be made in money order or cashier's check, to the YCA and all fiscal responsibility concerns may be directed to the YCA business office, the Deputy Director for the appropriate academy or the Director of YCA.

When deemed necessary by YCA or their affiliates, a credit investigation of the parent and/or responsible party is authorized for the purpose of obtaining necessary financial information.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 9. Transportation Policy** – I understand that cadets participate in organized off-site events for medical appointments, educational field trips and other training or functions. All off-site training missions are conducted with the highest regard for the safety and the well-being of each cadet in accordance with YCA and NGB standards. While participating in any off-site training/functions, cadets are required to follow all rules of conduct as specified in the YCA's rules and regulations SOP and the Cadet Student Manual. By enrolling in the YCA, I give consent to allow participation in all YCA sanctioned off-site training, and agree to voluntarily release and forever discharge YCA, its employees, agents, representatives, and volunteers from any and all claims of liability or damages incurred as a result thereof, from the time of departure to the time of return to YCA facilities. It is understood that nothing in this policy is intended to, nor shall it be construed to, release any insurance company or third party agency from any obligation to pay under any liability insurance or other benefit.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 10. Athletics Participation Policy** –All cadets are expected to participate in organized and intramural athletics while attending YCA. By the initials below, I acknowledge that injuries are a possibility, which could result in a permanent disability, paralysis or even death. Unless noted on the required physical examination form, cadets and/or parents/guardians attest and verify that the identified cadet is in good physical health and is capable of participating in such activity. By enrolling in the YCA, I give consent to allow participation in all YCA physical activities and agree to voluntarily release and forever discharge YCA, its employees, agents, representatives, and volunteers from any and all claims of liability or damages incurred as a result thereof, whether on or off of YCA property. It is understood that nothing in this policy is intended to, nor shall it be construed to, release any insurance company or third party agency from any obligation to pay under any liability insurance or other benefit.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 11. Occupational Welfare Policy** – Program participants receive training under program guidelines established by the National Guard Bureau, the Hawaii Department of Defense and the Hawaii Department of Education, however, cadets are not considered employees nor members of any of the aforementioned organizations. In regards to computing compensation benefits for a disability or death incurred while attending the YCA, participants shall be considered Federal employees under Subchapter I of Chapter 81 of Title 5, U.S. Code, for the purpose of compensation for work injuries; and for the purpose of Sections 1346(b) and Chapter 171 of Title 28, U.S. Code, and any other provision of law relating to the liability of the United States for tortious conduct of employees of the United States and shall, if granted, receive compensation under the entrance salary for a grade GS-2 federal employee.

1. The participants shall not be considered to be in the performance of duty while not at the assigned location of training or if they are found to be in violation of any program agreements or standing orders.
2. The entitlement of a person to receive compensation for a disability shall begin on the day following the date that the person's participation in the Program is terminated.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 12. Representation or Warranties** – I understand that there are no representations or warranties upon which I have relied in deciding to enroll my cadet in the YCA, except as specifically contained within this agreement or written documents to which it may refer.

**Parent/Guardian Initials** \_\_\_\_\_ / \_\_\_\_\_ **Cadet Initials** \_\_\_\_\_

**Term 13. Permission Statement** – By my initials below, I hereby grant consent for YCA to provide my parent(s)/legal guardian(s) or sponsor(s) any information regarding academics and all other aspects of my involvement in the YCA program.

**Cadet Initials** \_\_\_\_\_

**Term 14. Legal Contract to Enrollment Agreement** – YCA and the undersigned parties are bound by the provisions of this Enrollment Agreement and all other written and signed agreements with YCA and terms contained therein as governed by the laws of the State of Hawaii and the National Guard Bureau. This agreement cannot be changed or modified without a mutually signed agreement between all parties involved.

\_\_\_\_\_  
**CANDIDATE SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PARENT/GUARDIAN SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PARENT/GUARDIAN SIGNATURE**

\_\_\_\_\_  
**DATE**