



## Intersession Contract 2022-2023

1. I hereby enter into this Contract individually and as a parent or guardian of \_\_\_\_\_ hereafter, both parents/guardians are referred to as “I”, “my,” or “parents”). My signature at the end of this Contract indicates that I have read, understand, agree, and will comply with the terms of this Contract in enrolling my child for Intersession services at Mainspring Academy (“the School”). This Contract is valid only for the 2022-2023 School year and does not entitle my child to any future enrollment in the School or future Intersession services. **I understand that I must submit a signed copy of this Contract and \$50 deposit fee no later than Friday, April 14, 2023. Full Intersession fees and prepaid Extended Care Services will be due no later than Friday, April 28, 2023.**
2. Intersession hours are 9:00am to 2:30pm. Morning Extended Care hours are from 7:30am to 8:45am. Afternoon Extended Care Hours are from 3:00pm-5:30pm. **I understand that full prepaid Extended Care Services will be due no later than Friday, April 28, 2023.** If my child is enrolled in school-year Extended Care services, they may continue their regular billing schedule.
3. All checks should be made payable to “Mainspring Academy.” I understand that if I do not timely submit items referenced in the above paragraph, this spot may be withdrawn, and unsecured spaces may be made available to new applicants.
4. I understand that the overhead expenses of the Intersession Program do not diminish with the departure of students during the school year and that my obligation to pay the program for the full session I sign up for is unconditional unless I cancel this Contract by notifying the School in writing of my cancellation at least one month before my selected sessions. After such time, the School will not be required to refund payments made or to cancel unpaid obligations for any reason whatsoever, due to my child’s voluntary or involuntary absence from School for any reason, including but not limited to, change of residence, health, withdrawal, or expulsion. I understand that in the event of circumstances out of the School’s control that Mainspring reserves the right to cancel services for the day. I understand that refunds will not be given for cancellations due to events out of the School’s control.
5. I understand there will be no refunds given for days the student is absent from the Intersession Program. I also understand in the event of withdrawal from the program, tuition is considered non-refundable.
6. I understand late pickups from the Intersession Program will be charged the \$60 aftercare drop-in fee. I understand that I am responsible for the late pickup penalties for the late arrivals of any authorized pickup persons.
7. I understand that Mainspring Academy reserves the right to withdraw students temporarily or permanently from the Intersession Program should behaviors potentially interfere with the safety of students, staff, or property.
8. I understand that if I have applied for or received financial aid or a scholarship (including the FES-UA Scholarship) I remain primarily responsible for all obligations under this Contract. The School will issue a notice in the form of a “Fee Statement” adjusting the amount due under this contract to reflect the amount of the financial aid or scholarship. I understand that I am responsible for paying any amount not covered by the financial aid or scholarship and must make payments in accordance with the payment plan I choose.
9. I agree to follow the policies and procedures Mainspring has put into place for illnesses and child health, including the COVID-19 response. I understand that any deviation or resistance to these policies will result in consequences, such as cancellation of Intersession placement and up to expulsion from the school. I acknowledge the risk of illnesses and agree to hold Mainspring harmless from responsibility related to my child’s possible exposure to illness during their attendance in the



Intersession Program. Further, I understand that this policy is a separate contract from the 2022-2023 school year, and I will still be held to any and all contractual obligations listed in that agreement.

**10. ASSUMPTION OF RISK, WAIVER, AND AGREEMENT TO HOLD HARMLESS**

I UNDERSTAND THAT ENROLLMENT/ATTENDANCE/VISITATION AT A SPECIAL NEEDS SCHOOL SUCH AS MAINSPRING IS NOT WITHOUT RISK TO MY CHILD, AS WELL AS TO MYSELF, MEMBERS OF MY FAMILY OR MY GUESTS, DUE TO THE NATURE OF EXTREMELY AND INHERENTLY CHALLENGING AND UNPREDICTABLE BEHAVIOR FOR CHILDREN DIAGNOSED WITH

DEVELOPMENTAL DISABILITIES AND EMOTIONAL DISORDERS. CHALLENGING BEHAVIORS TO WHICH SUCH PERSONS WILL BE EXPOSED ARE INHERENTLY DIFFICULT TO FORESEE AND/OR CONTROL AND MAY BE THE CAUSE OF INJURY, EVEN WHEN HANDLED WITH THE UTMOST OF CARE.

I, ON BEHALF OF MYSELF AND ALL SUCH PERSONS MENTIONED ABOVE, HEREBY WAIVE AND RELEASE MAINSPRING ACADEMY AND AGENTS FROM ANY AND ALL LIABILITY OF ANY NATURE FOR INJURY AND OR DAMAGE RESULTING FROM ENROLLMENT/ATTENDANCE/VISITATION AT THE SCHOOL, SPECIFICALLY INCLUDING FROM THE ACTIONS OF SPECIAL NEEDS STUDENTS. I ASSUME THE RISK OF ANY DAMAGE, OR INJURY TO ANY SUCH PERSONS MENTIONED ABOVE, WHILE MY CHILD ATTENDS THE SCHOOL OR OTHER FUNCTIONS FOR OR RELATED TO THE SCHOOL, AND SHALL HOLD THE SCHOOL HARMLESS FOR ANY RELATED, LIABILITIES, CLAIMS OR DAMAGES.

FURTHER, I ACKNOWLEDGE THAT I AM PERMITTING MY CHILD OR WARD TO PARTICIPATE IN SCHOOL AND SCHOOL ACTIVITIES AT A TIME DURING WHICH A COVID-19 PANDEMIC IS PRESENT THROUGHOUT THE UNITED STATES, INCLUDING IN THE SPECIFIC GEOGRAPHIC LOCATIONS AT WHICH SCHOOL WILL BE HELD. ACCORDINGLY, I AGREE, ON BEHALF OF MY CHILD OR WARD, ON MY OWN BEHALF AND ON BEHALF OF ANY OTHER PARENT OR GUARDIAN OF THE CHILD OR WARD IDENTIFIED BELOW, TO ASSUME ALL RISKS ASSOCIATED WITH OUR CHILD'S OR WARD'S PARTICIPATION IN SCHOOL ACTIVITIES AND HEREBY RELEASE ANY CLAIMS AGAINST THE RELEASED PARTIES THAT MAY ARISE, OR BE ALLEGED TO HAVE ARISEN, IN ANY WAY AS A RESULT OF SUCH PARTICIPATION. THE RELEASED PARTIES SHALL BEAR NO RESPONSIBILITY FOR ANY PERSONAL INJURIES (INCLUDING DEATH) THAT MAY ARISE AS A RESULT OF THE TRANSMISSION OF ANY INFECTIOUS DISEASES DURING MY CHILD'S OR WARD'S PARTICIPATION IN SCHOOL ACTIVITIES OR MY OR ANY OTHER PARENT'S OR GUARDIAN'S ATTENDANCE AT ANY SUCH ACTIVITIES.

11. I agree that both my child and I will follow and adhere to the policies, rules, and regulations as set forth in this Contract as well as the Student Handbook.

12. In the event my child becomes ill or is injured while under school supervision I understand that the School will attempt to communicate with me to receive instructions of how to proceed. I also understand and agree that if the School is unable to reach me, the School will attempt to contact my child's physician and follow his/her instructions. If my child's physician cannot be reached, I agree that the School can seek services from a properly licensed and practicing physician. If, in the opinion of a properly licensed and practicing physician, my child needs medical or surgical services which require pre-authorization or consent, I hereby authorize, appoint, and empower the School to furnish on my behalf such written or oral authorization, it being my desire that my child be furnished with such medical or surgical services as soon as reasonably possible after the need arises. I hereby release and hold the School harmless from any liability which might arise from the giving of such consent. I further agree to reimburse the School for any medical expenditure made on my child's behalf.

13. I understand that the School is not responsible for damages to or loss of personal property/possessions and their



components/accessories.

14. I understand that the School reserves the right not to extend the privilege of Intersession enrollment to a student if the School reasonably concludes that the actions of a parent of family member make such a positive and constructive relationship impossible or otherwise seriously interferes with the School's accomplishment of this program's purpose or if the student's behavioral needs exceed what can be addressed by staff.

15. This Contract shall be governed under the State of Florida. The venue of any action hereunder shall lie exclusively within the Circuit Court of Duval County, Florida, and the parties hereto consent to personal jurisdiction and expressly waive all rights to trial by jury.

### PAYMENT PLAN

**I agree to pay the full \$200 fee for the Fall (May 9-12) Intersession no later than April 28, 2023.** There will be no refunds. Acceptances are rare and must be approved by Mainspring Administration.

**INITIALS:** \_\_\_\_\_

### EXTENDED CARE (Please check)

- My child will continue their regular Extended Care billing schedule for the Spring (May 9-12, 2023) Intersession.

**INITIALS:** \_\_\_\_\_

- I elect for my child to participate in Extended Care and agree to pay the **flat rate of \$120** for Extended Care services for the Spring (May 9-12, 2023) Intersession **no later than April 28, 2023.**

**INITIALS:** \_\_\_\_\_

- *Select from the following (for staffing):*     AM     PM     BOTH

Student's Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Father (or legal guardian) & Date

\_\_\_\_\_  
Signature of Mother (or legal guardian) & Date

***Both parents/guardians and all persons who are financially responsible for the tuition must sign Contract.***



**2022-2023 INTERSESSION APPLICATION**

Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_  
Student Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Ethnicity: \_\_\_\_\_  
Diagnoses: \_\_\_\_\_  
\_\_\_\_\_

**PARENT/GUARDIAN INFORMATION**

1<sup>st</sup> Guardian's Name: \_\_\_\_\_ Phone (Home/Cell): \_\_\_\_\_  
Relationship: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address (if different from student): \_\_\_\_\_  
Employer: \_\_\_\_\_ Title: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
  
2<sup>nd</sup> Guardian's Name: \_\_\_\_\_ Phone (Home/Cell): \_\_\_\_\_  
Relationship: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address (if different from student): \_\_\_\_\_  
Employer: \_\_\_\_\_ Title: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Do parents share custody, or is there a custody agreement in place that the school should know about? In addition to noting here, please provide school with court ordered documentation. (Choose one)  Y  N

**IT IS THE PARENT'S/GUARDIAN'S RESPONSIBILITY TO KEEP THE SCHOOL INFORMED OF CHANGES IN CUSTODY BY PROVIDING THE OFFICE WITH CURRENT AND COMPLETE LEGAL DOCUMENTS EACH YEAR AND AFTER ANY CHANGES.**

**EMERGENCY CONTACTS**

Please list 2 emergency contacts to be called in the event a parent/guardian cannot be reached:

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone Number \_\_\_\_\_

**HEALTH INFORMATION**

**I AUTHORIZE THE SCHOOL PERSONNEL TO TAKE RESPONSIBLE EMERGENCY MEASURES, INCLUDING CALLING 911, ON BEHALF OF MY CHILD AND AGREE TO HOLD THEM HARMLESS FOR ANY TREATMENT RENDERED.**

Parent Signature \_\_\_\_\_ Date: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_ Group #: \_\_\_\_\_

Physician: \_\_\_\_\_ Phone: \_\_\_\_\_ Hospital: \_\_\_\_\_

**I VERIFY THAT THE INFORMATION IN THIS DOCUMENT IN ITS ENTIRETY IS CURRENT AND THAT I WILL IMMEDIATELY INFORM THE SCHOOL OF ANY CHANGES IN THIS INFORMATION. I AM RESPONSIBLE FOR TUITION, FINES, PENALTIES, ATTORNEY'S FEES, AND COURT COSTS RESULTING FROM A FALSIFIED DOCUMENT.**

Parent Signature \_\_\_\_\_ Date: \_\_\_\_\_