

Force Majeure Events Policy

If the Academy is closed due to a *force majeure* event, its duties and obligations to its students and their families shall be suspended until such time as the school, in its sole discretion, may safely reopen. *Force majeure* events include any fire, flood, collapse, hurricane, act of God, power outage, technological system failure, act of terrorism, insurrection, riot, war, national or local emergency, strike, natural disaster, governmental action, epidemic, pandemic, health emergency, or any other event or circumstance not within the reasonable control of the school, whether similar or dissimilar to any of the foregoing.

The Academy will promptly notify its students and their families if a *force majeure* event occurs, including its expected duration and the anticipated effect the event will have on the Academy's normal operations. Families can rely on the Academy to keep them apprised of its progress in handling a *force majeure* event, and on the Academy's diligent efforts to minimize any disruption to their child/ren's educational experience. In response to a *force majeure* event, the Academy reserves the right, in its sole discretion, to convert, in whole or in part, to remote learning in order to best protect the health and safety of its community. The Academy also reserves the right to alter or extend the academic school year and/or length of the school day in response to a *force majeure* event.

Our goal is to be fair and flexible to our students and families during unusual circumstances. We balance that with our need to ensure the school's financial sustainability and the knowledge that our costs for the entire school year are fixed and do not diminish if the Academy is closed due to a *force majeure* event. Families should therefore understand that paid tuition and other fees are non-refundable and that the Academy is under no obligation to prorate or adjust tuition or other fees due to the Academy in response to a *force majeure* event.