



Parent Contract

Kirby Hall School
306 West 29th Street
Austin, TX 78705
T: 512-474-1770
E: info@kirbyhall.org

The financial operations of Kirby Hall School are tuition based; therefore, for the school to operate smoothly, families must honor their financial obligations. We believe that this commitment is an investment in your child's educational and spiritual formation. The tuition and fees for Kirby Hall School are approved annually by the School Board. It is the responsibility of the School Board to ensure that adequate financial resources are available to the school and that enrollment is as affordable as possible. This Parent Tuition Contract ("Contract") is relied upon by the School Board to help it fulfill its responsibility to ensure adequate financial resources for Kirby Hall School.

I. Student Information: This Contract refers to the following Student, who shall be referred to as the "Student":

Student Name: _____

Student Grade: _____

II. Parent/Guardian Information: The parent(s) or guardian(s) of the Student listed above are:

Name of Parent(s)/Guardian(s): _____

The Parent(s) or Guardian(s) of the Student shall be referred to as the "Parent(s)" of the Student.

Address & Contact Information for Parent(s):

Address: _____

Phone: _____

Email: _____

III. Academic School Year: This Contract applies to the following Academic School Year:

_____.

IV. Terms

Kirby Hall School of Austin, a Texas non-profit corporation ("Kirby Hall") and the Parents (identified in Section II) of the Student (identified in Section I), enter into this Parent Tuition Contract (the "Contract"), and with the intent to be contractual bound, agree to the following:

1. The Student is hereby enrolled for the Academic School Year listed in Section III. The Parents agree and acknowledge that they have been provided and read the Kirby Hall Parent-Student Handbook for the academic year referenced above (the "Parent-Student Handbook") and agree to comply with its terms, and cooperate with Kirby Hall in upholding the rules and policies of Kirby Hall.

2. The Parent(s) agree and acknowledge that they have been advised by Kirby Hall of the amount of the annual tuition required by this Contract, which is \$ _____ (the "Annual Tuition"), as stated on the Tuition and Fee Schedule for the academic year referenced above (the "Tuition and Fee Schedule"), a copy of which is attached as Exhibit 1.

3. To reserve a place for the Student, the Parent(s) shall pay a non-refundable enrollment fee of \$500 on or before February 1, _____. If the non-refundable enrollment fee is not paid in full on or before February 1, _____ the fee increases to \$700. However, regardless of when the non-refundable enrollment fee is paid, only \$500 of the non-refundable enrollment fee will be credited against the Annual Tuition. The remaining balance of the Annual Tuition shall be paid in full by July 1, _____ unless the Parent(s) elect to pay the Annual Tuition by enrolling in the F.A.C.T.S. Management (<https://factsmgt.com/>) monthly debit program.

4. An academic fee as stated on the Tuition and Fee Schedule (Exhibit 1) for the Academic School Year will be paid in compliance with paragraph 8 below. Parent(s) and Students are financially responsible to pay for year-end trips and other extracurricular activities, and such are expressly not included in the Annual Tuition.

5. The Parent(s) acknowledge and agree that the Student shall either purchase lunch from Kirby Hall according to the Tuition and Fee Schedule or shall provide their own lunch in an acceptable container brought from home.

6. The Parent(s) are responsible for purchasing the Student's books and class materials, and shall fully own all such books and class materials, save and except books and class materials for students enrolled in grades Primer through 1st Grade. Books and class materials for grades Primer through 1st Grade are included in the Annual Tuition.

7. The Parent(s) of a Student not previously enrolled in Kirby Hall (i.e., a "new" student), shall pay a non-refundable, one-time facilities usage fee according to the Tuition and Fee Schedule.

8. The academic fee, the one-time facilities usage fee, and any other fees that the Parent(s) are required to pay according to the Tuition and Fee Schedule shall be paid on or before July 1 of the Academic School Year. A non-refundable late fee of \$200 will be charged for each fee received after July 1.

9. This Contract is for the entire Academic School Year and obligates the Parent(s) for all fees and tuition due and owing during that time. Kirby Hall and the Parent(s) agree that after payment of the non-refundable enrollment fee no adjustments will be made for withdrawal, voluntary transfer, absence of a student, or dismissal of student, regardless of cause.

Parent(s) acknowledge and understand that by registering the Student for the Academic School Year referenced above, and by paying the non-refundable enrollment fee of \$500 (\$700 if paid after February 1), a space at Kirby Hall will be reserved in the applicable class specifically for the Student. Parent(s) understand that registering the Student, without enrolling him/her, or withdrawing during the Academic School Year will cause difficulty and financial harm to Kirby Hall because student spaces cannot or may not be filled, and Kirby Hall will be deprived of that budgeted revenue. Parent(s) also acknowledge and recognize that as a private school, Kirby Hall's budget is based largely, if not entirely, on tuition revenues and contributions, and that budgets are determined based on the payment of Student enrollment fees and tuition. Therefore, Parent(s) specifically agree that once the Student is registered and guaranteed a space by payment of the non-refundable enrollment fee, if the Student is withdrawn, dismissed, or otherwise does not attend Kirby Hall for any reason, the Parent(s) shall forfeit the non-refundable enrollment

fee and shall remain obligated to pay any outstanding Annual Tuition and/or fees owed through the end of the Academic School Year covered by this Contract.

If tuition is paid by F.A.C.T.S. Management monthly debit, then monthly debits will be made regardless of withdrawal, absence or dismissal of student. The unilateral cancellation of a F.A.C.T.S. Management monthly debit without Kirby Hall's express written consent, shall constitute a breach of this Contract.

Parent(s) and Kirby Hall agree that if the Parent(s) fail to pay the full amount of the Annual Tuition and all applicable fees, Kirby Hall will be irreparably harmed and shall be entitled to specific performance of the Contract.

Parent(s) Initials: _____

10. The Student, with help from the Parent(s), shall conform to all rules, regulations, and policies of Kirby Hall. Kirby Hall reserves the right to dismiss the Student at its sole discretion, including but not limited to the Student's failure to comply with Kirby Hall's rules, regulations, and policies.

11. Kirby Hall reserves the right to require counseling, testing, or tutoring for a Student at the Parent(s)' own expense as a condition of admission or a condition of continued attendance at Kirby Hall.

12. Except as required by applicable law, if any, Student's transcript of grades cannot be provided, forwarded, or the Student re-enrolled, if the Student's account is delinquent.

13. Kirby Hall does not assume responsibility for injuries and expressly disclaims such responsibility; it can only exercise preventative measures.

14. Parent(s) grant Kirby Hall a non-transferrable, non-exclusive, non-cancellable, paid up, license to use the Student's likeness, including photographs and video, in advertising, news articles, and on the school's web-site.

15. In order to assure that the Student receives the full benefit of a Kirby Hall education, Parent(s) agree the Student shall attend a tutorial arranged by a Kirby Hall faculty member for every class missed without a legitimate excuse (e.g., illness or family emergency) or for every three unexcused tardies. The tutorial will be on the subject of the missed class or the parts of the classes that were missed and will be paid for by the Parent(s) at regular tutorial rates, currently \$55 an hour.

16. Kindness is expected of the Parent(s), the Student, and all Kirby Hall employees and staff. Positive relations with Kirby Hall staff members and families and constant support of the school are encouraged. Gossip about any part of the Kirby Hall family is not acceptable. Parent(s) are expected to respect, encourage, and praise their Student and to work with faculty members to develop the Student's best possible learning and development.

17. Kirby Hall School admits students of any race, color, nationality, ethnicity, religion, socioeconomic status, sex, gender identity or sexual orientation to all the rights, privileges, programs, and activities accorded or made available to students at the school and in the administration of its educational policies, scholarship programs, athletics, and other school-administered programs.

18. **Disputes: Mediation; Arbitration.** If a dispute arises from or relates to this Contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties (i.e., Kirby Hall and Parent(s)) agree to endeavor first to settle the dispute by private mediation before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by binding arbitration privately administered under the American Arbitration Association's Commercial Arbitration Rules ("Commercial Rules") and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to waive the right to a jury trial. Claims shall be heard by a single arbitrator, who shall also administer the arbitration. If the parties cannot agree on an

arbitrator without 10 days of the demand for arbitration, either party may petition the Travis County District Court to appoint an arbitrator pursuant to the provisions of the Texas General Arbitration Act. The place of arbitration shall be Austin, Texas. The arbitration shall be governed by the laws of the State of Texas. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. Time is of the essence for any arbitration under this agreement and arbitration hearings/submissions shall take place within 90 days of filing and awards rendered within 120 days of filing. Arbitrator(s) shall agree to these limits prior to accepting appointment. The standard provisions of the Commercial Rules shall apply. The Arbitrator will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a particular law permits them to do so. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. In order to facilitate the resolution of any dispute, the parties further agree to not disclose any disputes between the parties to the general public by posting on the internet or on any social media platform or program. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

19. This Contract is effective as of the date it is signed and accepted by Kirby Hall.

Agreed and accepted:

Parent(s)/Guardian(s):

Signature of Parent/Guardian

Date

Printed Name: _____

Signature of Parent/Guardian

Date

Printed Name: _____

Kirby Hall School

By: _____
Authorized Representative of
Kirby Hall School

Date