

# Practical Tips for K-12 School Leaders: Ensuring Your Enrollment Contracts Are Working for You

Insights

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In the world of private K–12 education, enrollment contracts serve as a foundational agreement between schools and families. They foster transparency, protect both parties, and pave the way for a successful school year. Here’s why enrollment contracts matter – and four provisions you should consider including to create clear policies and transparent relationships with families.

## Why Enrollment Contracts Matter

These contracts outline the expectations, commitments, and financial obligations associated with a student’s attendance. Enrollment contracts also provide schools with a measure of financial stability, allowing for accurate budgeting and staffing based on confirmed enrollments.

Beyond tuition, enrollment contracts can help schools navigate challenging situations and defend themselves. A clear enrollment contract can reduce ambiguity about school policies and reinforce expectations around behavior and academic standards.



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“A clear enrollment contract can **reduce ambiguity about school policies and reinforce expectations around behavior and academic standards.**”



## 1. Parent Cooperation Clauses and Payment for Legal Costs

It is increasingly common for parents to have domestic disputes with each other and drag the school into their conflicts – which sometimes include lawsuits. Not only is their failure to cooperate with

one another disruptive to schools and their missions, but employees are regularly being required to produce documents and testify at hearings.

For that reason, you should consider including clauses requiring parents to cooperate with one another, to provide updated custody orders, and to reimburse the school for time spent by employees collecting documents, testifying, having legal counsel present, and paying for substitute teachers. These clauses can help defray the cost of parents involving the school in their disputes and may lead parents to be more selective about who they really need to testify and which documents need to be produced. This enables schools to protect their employees and limit disruption.

## **2. Requiring Parents to Support the School and Its Decisions**

It is common for parents to occasionally disagree with your decisions and policies, but at times those disagreements can take on a life of their own. Parents who turn to social media to badmouth or complain about the school, or continually take up administrators' time to belabor the same points, can distract from the school's mission.

Clauses in the enrollment contract providing that the school can bar family members from campus or dismiss students if the parents strongly disagree with school policies or decisions provide a means of stopping that conduct. Enrollment contracts should include this language to enable the school to push back when parents are unreasonable or disruptive.

## **3. Jury Trial Waivers and Venue Provisions**

While we want to avoid litigation with parents, if there is a dispute over tuition or other enrollment issues, it is helpful to have that case decided by a judge as opposed to a jury. Juries do not always follow the law and may render decisions that are more emotional, as opposed to following the contract.

Therefore, it is advisable to have a provision in the enrollment contract that waives the right to a jury trial, which will result in a judge deciding the case. This provision needs to be carefully worded and designed to stand out or it will not be legally enforceable.

Additionally, choosing the venue or location where disputes must be brought will prevent a parent from suing the school in a distant forum which would be more expensive and inconvenient.

## **4. Confirm Medical Care and the School's Rights if a Medical Issue Arises**

Consider a clause confirming that parents authorize the school to provide medical care for students, will cover the cost of that care, and waive liability that may result from providing that care. With the rise of mental health issues, you should also mention that the school may require a reciprocal release to exchange information with the student's medical providers and that doing so may be a condition of continued enrollment if the school determines it is necessary.

## Conclusion

Although there are many helpful provisions that should be included in enrollment contracts, these particular provisions help to avoid confusion and ensure schools and families have the same expectations for how issues will be addressed. We will continue to provide updates to assist your school. Be sure to subscribe to [Fisher Phillips' Insight System](#) to keep up with the most up-to-date information. Please contact your Fisher Phillips attorney, the author of this Insight, or any attorney in our [Education Practice Group](#) if you have any questions.

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