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## CONSTRUCTING THE AGREEMENT

### Agreements are multi-faceted tools

An enrollment agreement can be characterized as at least three things:

- (1) a contract confirming the school's right to collect tuition;
- (2) an agreement outlining key rules, understandings, and expectations between the school and the family; and
- (3) a reflection of the school.

In other words, this document needs legal nuts and bolts, but it must also be reflective of the school's expectations, values, culture, and community. Its construction should be approached with an eye toward balancing these interests.

### Basic legal elements are required

Set forth essential terms (e.g., deposit, tuition, dates, and deadlines). Include "Legal Miscellaneous" provisions (e.g., jurisdiction and force majeure). Require signatures! And consider – who is signing and why; age-of-majority students; and the fact that electronic enrollment requires compliance with e-sign laws.

### Choosing provisions: core concerns and common issues

Clearly outline the agreement to abide by school policies; the school's authority and discretion in implementing student discipline or removing students; and the need for parent cooperation. Ensure consistency with other written documents such as handbooks, and consider which provisions are worth duplicating in the enrollment agreement. Helpful provisions include, but are not limited to: tuition refund plan options; photo/likeness permission; shifting burden of legal expenses; authorization for search/retention; protection/use of confidential information; college/university reporting policy; activity permission; intellectual property protections; accommodations policy; and a disclaimer regarding school programs and student individuality.

## PUTTING THE DOCUMENT TO WORK

### Adopt a plan for distribution, monitoring, and collection

Internally identify the individuals responsible for compliance/collection. Consider setting up an enrollment@schoolname.org email address.

### Be aware of electronic enrollment laws and best practices

Clarity is key! Include instructions and clear steps. These may vary depending on the options available to the school through the vendor/online platform. Provide opportunities to exit the process. Comply with applicable e-sign laws.

### Communication is key

Ensure that the school has clearly set forth dates and requirements. Provide confirmation of receipt (deposit and enrollment agreement) where possible. Clearly explain any exceptions/other processes (e.g., for financial aid families). Be responsive to inquiries to assist parents in "knowingly" entering the contract.