



**Supporting Enrollment  
Professionals in the Aftermath  
of the LA Fires: Strategies for  
Resilience and Recovery**

**FEBRUARY 6 | 12 PM PT | ZOOM**

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# Webinar Survey Results



## 1. What changes are you seeing in your school community in response to the recent fires. Select all that apply. (Multiple choice)

(28/28) 100% answered

Increase in families considering a move out of the Los Angeles area (but remaining in California) (10/28) 36%

Increase in families considering a move out of California (11/28) 39%

Increase in families considering moving to other schools in or around Los Angeles (12/28) 43%

More general uncertainty around plans to re-enroll (16/28) 57%

Increase in financial aid applications from returning families (12/28) 43%

Increase in financial aid applications from prospective families (12/28) 43%

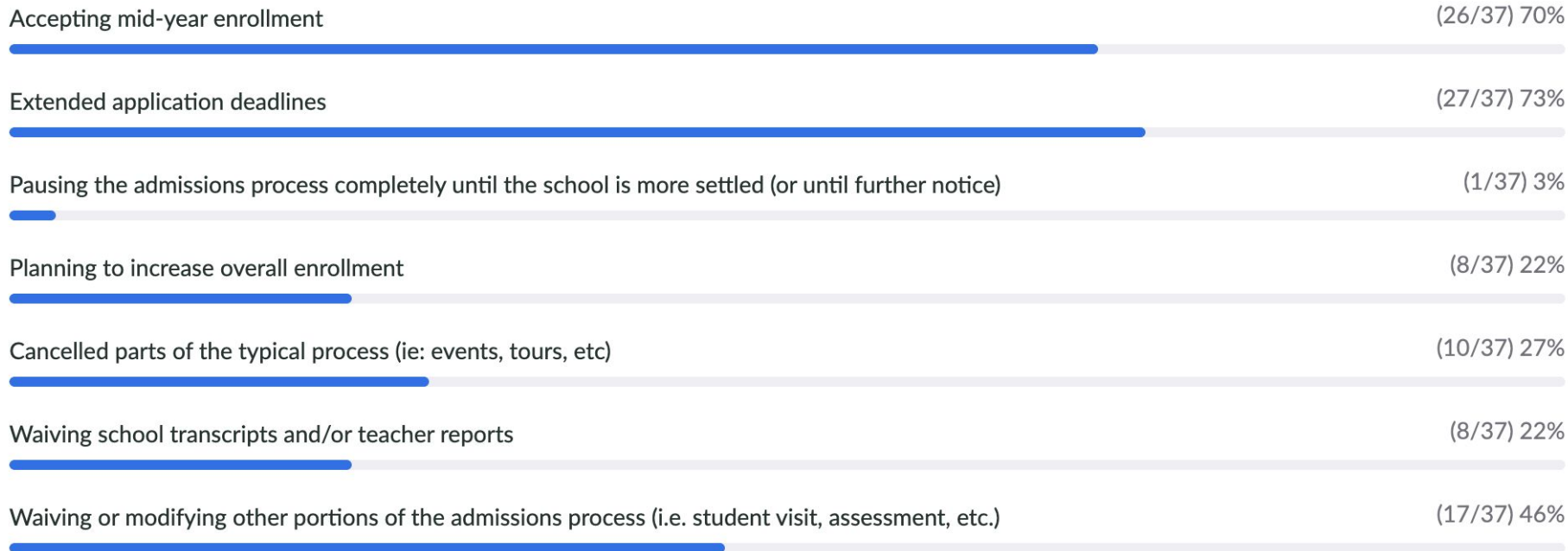
No significant change (6/28) 21%

# Webinar Survey Results



## 1. What changes are you making to your process this year in response to the fires? Select all that apply. (Multiple choice)

(37/37) 100% answered





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# Supporting Enrollment Professionals in the Aftermath of the LA Fires

**This checklist provides some best practices for managing antitrust compliance and enrollment contracts, helping schools mitigate legal risk and maintain transparent practices.**

## Protecting Against Antitrust Risk

### Employee-Related Protections

- Avoid No Poach Agreements
- Prevent Wage-Fixing Practices
- Review State Laws

### Students-Related Protections

- Avoid Agreement Affecting Admissions and Financial Aid
- Refrain from Comparing Financial Aid Packages
- No marketing or Recruitment Agreements
- Train Staff on Recruitment Practices
- Understand Contractual and Legal Boundaries

## Checklist for Enrollment Contracts

### Essential Terms

- Conditions of Enrollment
- Consent to photos/images
- Promotional materials/statements disclaimer
- School Directory

### Rights and Responsibilities

- Right to Terminate Enrollment
- Right to Discipline or Dismiss
- Governing Law
- Consent to Jurisdiction and Venue
- Force majeure
- Dispute Resolution Provision

### Financial and Legal Considerations

- Tuition and Fees
- Enforcement Mechanisms
- Health Care Provisions
- School/Family Cooperation
- Legal Issues

### Additional Provisions to Consider

- Consent to Release Student Records
- Requirement To Live with Parent/Guardian
- Sharing of Discipline Records
- Vaccinations Requirements



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**Supporting Enrollment Professionals in the Aftermath of the LA Fires**  
Strategies for Resilience and Recovery

**Enrollment Management Association**

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February 6, 2025

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**Antitrust Developments**

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## Antitrust Trends

What is it generally? Competition among employers helps actual and potential employees through higher wages, better benefits, and other terms of employment. Similar idea for students.

- > Actions by private schools that prevent a student from bettering their position may violate antitrust laws
- > Actions by private schools that prevent employees from negotiating their pay or finding better employment may violate antitrust laws

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## Antitrust Trends

- > DOJ and courts are cracking down on "collusion" between schools
- > 17 private colleges and universities sued for using same equation for financial aid
- > Private school parents can file complaints with the DOJ or a lawsuit
  - > Admissions process, financial aid, and collaboration would then be public
- > Actions by private schools that prevent a student from bettering their position may violate antitrust laws
- > Actions by private schools that prevent employees from negotiating their pay or finding better employment may violate antitrust laws

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## Case Example *U.S. v. Hee*

- > A healthcare staffing firm in Nevada pled guilty to conspiring with a competitor to fix wages for school nurses and agreeing not to solicit each other's workers
- > The no-poach agreement "involved only a single telephone conversation and one email" between its regional manager and a competitor's employee. The competitor's employee wrote to the regional manager, "I am glad we can work together through this and assure that we will not let the field employees run our businesses moving forward." The regional manager allegedly responded, "If anyone threatens us for more money, we will tell them to kick rocks!"
- > The staffing firm was sentenced to pay \$134,000, according to an announcement from the U.S. DOJ - a criminal fine of \$62,000 and \$72,000 in restitution to victim nurses.
- > Applies to employees trying to move between schools and in the student context to curb financial aid violations and restraints on students transferring schools.

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## Antitrust Trend Relating to Students

- > Department of Justice and courts are cracking down on "collusion" between schools - mostly higher education
  - > For example, in 2022 16 private colleges and universities were sued for using same equation for financial aid
- > Private K-12 schools
  - > 2021 Case: DOJ and DC area private schools that collectively agreed to stop offering AP courses
  - > DOJ investigation revealed that schools likely agreed to eliminate the courses.
  - > Schools entered into a settlement
  - > DOJ enforces antitrust laws to ensure educational institutions do not enter into agreements to restrain competition
- > Private school parents can file complaints with the DOJ or a lawsuit
  - > In the event of a claim, admissions process, financial aid, and collaboration would all be public

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## Recommendations

### What Can Schools Do to Protect Themselves Regarding Employees

- › Not enter into any no-poach agreements with other schools
- › Avoid any activity that could be deemed as an agreement to fix wage or benefit levels with another school. Certain exchanges of wage and benefit information with other schools can lead to antitrust exposure
- › Review any applicable state laws that apply to no-poach agreements and other restrictive covenants and update employment agreements accordingly

### What Can Associations Do to Protect Themselves

- › Be careful with list-serve questions and large group emails.
  - › For example, during pandemic schools conferring about tuition increases/decreases and refunds

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## Enrollment Antitrust Best Practices

### What Can Schools Do to Protect Themselves Regarding Students

- › Be very careful about agreements between schools as to anything related to admissions, financial aid, or the students' positions
- › Avoid comparing financial aid packages for any given student with another school
- › Do not make agreements with other schools about soliciting or marketing to students enrolled at other schools
- › Train employees on what to/not to say to students being recruited by other schools
- › Understand the difference between interfering with an enrollment contract and antitrust violations

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# Enrollment Contracts

## Best Practices and Observations

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# How are contracts interpreted?



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## Contracts – the Basics

- > Be thoughtful about what your enrollment contract says - legally and for your community
- > Vague or ambiguous provisions will be construed against the drafter (aka the School)
- > Parties to a contract are assumed to have read and understood the contract's provisions
- > Contracts are interpreted holistically
- > "Four corners" rule

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## What does an Enrollment Contract do?



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## What does an Enrollment Contract do?

- > Sets the rules of the game
- > Establishes expectations for students and parents
- > Lets students and parents know what to expect from the school
- > Helps schools prepare budgets and strategic plans
- > Protects the school from litigation down the road

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## How should my school approach its Enrollment Contract?

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## How should my school approach its Enrollment Contract?

- > Err on the side of overinclusion
- > Don't say, "we've never dealt with that situation, we don't need to address that." Think about what could happen and prepare.
- > Yearly bite at the apple - take advantage
- > Be clear and thorough
- > Work on the front end can save you from litigation on the back end
- > Work closely with your attorney(s) - they work for you!

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## What issues are you seeing with Enrollment Contracts?

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## Current Issues / Observations

- > Increased movement - between private schools, as well as between public and private
- > Cafeteria-style requests for fee refunds
- > Parent and student behavior issues
- > Challenges to discipline
- > Issues with single signor
- > Family involving School in family legal disputes
- > Force Majeure

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## What should my school put in its Enrollment Contract?



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## What you should include in your Enrollment Contract

- > Basics:
  - > Legal name of the school
  - > Student and parents' names
  - > Signature for both parents
    - > Signature of anyone else promising to pay
  - > Electronic signature capability
  - > Refer to any additional documents you want parents and students to be bound by
    - > Student/parent handbook
    - > Fee schedules
    - > Arbitration

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## Note on Electronic Signatures

- > If properly established, courts will enforce
- > Electronic signatures long used for commercial transactions (credit cards, Internet)
- > Types of challenges typically:
  - > Parent claims that the "signature" is not their signature
  - > Authenticating the electronic document (that's not what I signed)
- > You should establish proper protocol to minimize challenges

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## Note on Electronic Signatures – Minimum Legal Requirements

- > Parent must have ability to print or download the contract.
- > Parent must consent to receive an electronic record of the terms of the contract in lieu of a paper copy
- > Must provide a clear and conspicuous statement informing the parents that:
  - > Withdrawal of their consent will not affect the legal validity or enforceability of any documents that were previously signed electronically.
  - > They have a right to obtain a paper copy of any document signed electronically (with a description of the procedure and whether any fee will be charged for such copy).
  - > What hardware and software is required to access to and retain electronic record(s), with a consent that the parent can access the records in this format.

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## Note on Electronic Signatures – Suggested Additional Safeguards

- > Contract terms should be in font-size as computer's own display.
- > Have the contract appear in a single scrollable window so the parent does not have to scroll down to a submerged screen or click on a series of hyperlinks to view the contract.
- > Include an option for the parent to download a printer-friendly full screen version of the contract for his or her review prior to signing.

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## Note on Electronic Signatures – Suggested Additional Safeguards

- › Require the parent to take affirmative action in order to proceed to next step, e.g. by clicking “I accept” button.
- › Include option to decline terms, e.g. by clicking “I decline” button.
- › At the end of the transaction, have a confirmation page (that is also sent to the parent via email), which informs the parent about what steps to take in the event of an error or mistake in the transaction (e.g. who to contact at the School, etc.)

## Note on Electronic Signatures – Suggested Additional Safeguards

- › Consider engaging one of the many companies that offer electronic signature technology solutions.
  - › Ensure there can be two contracts signed with separated/divorced parents.
- › Consider adding a password protected intranet whereby current students, parents and administration can access forms, policies, procedures and other resources.

## What you should include in your Enrollment Contract

### Conditions of Enrollment

- > Final determination of grade/classroom placement will be made by the School in accordance with the School's standard admission or retention practices.
- > Curriculum changes/decisions, schedules, and enrollment levels, as well as the means of teaching and learning methods and location of learning, are made in the School's discretion.
- > Not contingent on the School offering any particular program, curriculum, schedule, classroom, employee, means of teaching or learning method, location of learning, or enrollment level.
- > Contract is valid only for the academic year stated and does not entitle Student to any future enrollment.

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## What you should include in your Enrollment Contract

- > Consent to photos/images;
- > Promotional materials/statements disclaimer
- > School directory
- > Right for school to terminate or not enroll student if current year is not completed satisfactorily
- > Right to discipline or dismiss student

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## What you should include in your Enrollment Contract

- > Governing law
- > Consent to jurisdiction and venue
- > Force majeure - school may terminate if closure due to unforeseen events
  - > May require waiver
- > Dispute resolution provision
  - > Mediation or arbitration
  - > Religious mediation



## What you should include in your Enrollment Contract

### Tuition and Fees

- > Obligation for the entire amount - school sets overhead expenses and budgets in reliance on contracts
- > Multiple payment options/plans
- > What fees, if any, are refundable
- > Ability/timing to terminate

## What you should include in your Enrollment Contract

### Tuition and Fees

- › Truth in Lending Act disclosures
- › Tuition insurance
- › Liquidated damages (not a penalty!)
- › New student accepted does not replace student who withdraws
- › Impact of financial aid

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## What you should include in your Enrollment Contract

### Enforcement mechanisms

- › Late fees
- › Removal of student
- › Participation restrictions
- › Attorneys' fees and costs of collection

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## What you should include in your Enrollment Contract

### Health care related provisions

- > Authorization for medical care
  - > Including right to require counseling and waiver
- > Confirmation of health care coverage
- > Hold harmless for providing medical services
  - > General Release likely not enforceable

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## What you should include in your Enrollment Contract

### School/Family Cooperation

- > Require positive and constructive relationships between families and school
  - > Both on- and off-campus
  - > In school and at school events

### Legal Issues

- > Must share custody information/parent restrictions
- > Billing costs of legal disputes back to the families
  - > Cost-saving measure for the school
  - > Deterrence

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## What you should include in your Enrollment Contract

### Extra provisions to consider:

- › Consent to release student records
- › Requirement that student live with parent or guardian
- › Confirmation that discipline records will be shared with other schools/colleges
- › May require additional vaccinations, including for COVID-19 where state law permits

## What Should Religious Schools Include?

- › If students and/or parents are required to sign a statement of faith
- › If the school requires students and/or parents to abide by religious tenets
- › Any lifestyle statement required of students and/or parents
- › Other key faith related provisions

## Things That Generally Do Not Work

- > Broad waivers and releases of all liability
- > Permissions, consents or waivers related to field trips
- > Extracurricular permissions or waivers
- > Requirements to which your school is not subject
  - > If you do not receive certain kinds of FFA then don't include FERPA in your enrollment contract

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## Enforcement of Enrollment Contracts

- > General rule: Courts enforce the "full year" tuition obligation even if the student never came or left mid-year
  - > Reason: schools budget and make commitments based on number of enrolled students
- > Exceptions:
  - > Impossible for student to attend school (think medical condition, fires?)
  - > If school acted wrongly toward student causing student to withdraw or get expelled

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# Types of Enrollment Contracts



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## Options for Enrollment Contracts

- > Yearly Contracts
  - > School distributes brand new contracts for new and returning students alike
  - > Parent(s) must sign contract each year for their student to continue at the school
- > Perpetual/Evergreen Contracts
  - > These are contracts that the parent signs one time
  - > All the terms for continuing years (except dates and tuition amounts) are built into the perpetual contract
  - > The contract makes clear that once enrolled, the school assumes the student will return year after year

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## Perpetual Contracts

- > Usually around February, the school will notify the parent of the new tuition, tuition deposit, and deadline for payment of deposit
- > The contract makes clear that the school will assume that the parent wants the same tuition payment arrangement
- > If the parent pays the tuition deposit timely, the child is re-enrolled
- > If the parent fails to pay the tuition deposit by the stated deadline, the student's space is no longer secure and is offered to other students wishing to enroll
- > The perpetual contract (and the annual notice) outlines the specific deadlines for yearly cancellation

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## Pros/Cons of Yearly Contracts

### Pros:

- > Allows school to more easily make amendments or add new provisions to the contracts
- > Lower liability for damages - generally limited to term of contract (1 year)
- > Everyone is on the same contract; no need to cross reference different versions, amendments, etc.

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## Cons of Yearly Contracts

### Cons:

- > Administrative burden for the school
  - > Distributing the contracts to parents
  - > Making sure they all sign and return
- > Burden for parents having to re-sign every year

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## Pros/Cons of Perpetual Contracts

### Pros:

- > The school does not have to issue re-enrollment contracts to existing families. This saves substantial time and money. All the school has to do is ensure timely payment.
  - > Note: Remember that you issuing something (the payment notice) yearly so it is not as if you have nothing to do once the perpetual agreement is signed.
- > Easier for parents to manage as well
  - > The parent does not have to rethink each year whether to sign the enrollment agreement.
  - > Parents love not having to sign a new agreement each year. The process is streamlined, simple, and green.

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## Pros/Cons of Perpetual Contracts

### Cons:


- > Terms are set in perpetuity - but school can and should reserve the right to make changes if communicated to parents
- > Still need to issue something (like the payment notice) yearly
- > School should ensure that it provides parents with a portal that contains the master contract and all updates/amendments for easy reference

## Pros/Cons of Perpetual Contracts

### Cons:


- > You still have to update your master enrollment contract each year for new families enrolling in the school
- > Families can have enrollment contracts with different terms; can be hard to keep track of when it comes time to enforce
- > Aggressive courts may take expansive view of damages in the event of separation
- > Courts are sometimes hostile to enforcing enrollment contracts for full year unconditional tuition obligations. The perpetual agreement adds one more level of complexity but should not prevent enforcement.

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Thank you for attending!

Final Questions?



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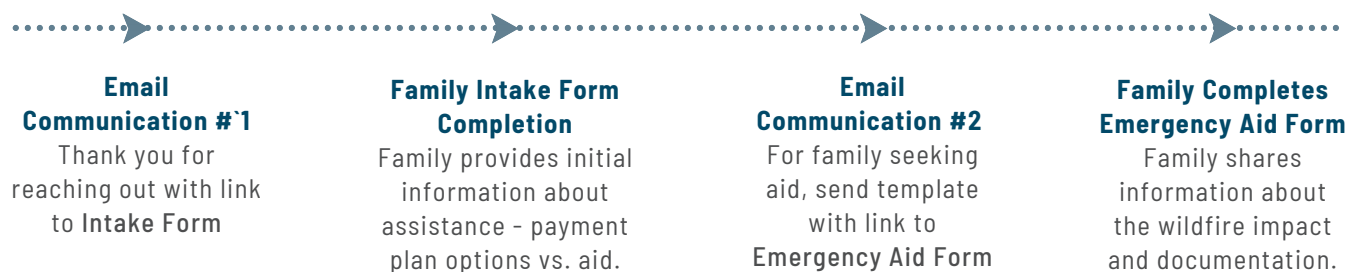


Alisa Evans, Founder and CEO,  
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Mission Enrollment (ME) is dedicated to making the emergency aid request process smooth and supportive for schools and families impacted by the California wildfires. This document provides samples for a formal process, including communication templates and forms, with the goal of ensuring fairness, transparency, and support at every stage.

## Roadmap of Process



### Sample Email Communication #1: "Thank you for reaching out about fire" w/Intake Form link

Subject: [School] Emergency [FA Term] Intake Form

Dear [Parent's Name],

Thank you for reaching out to us. We understand how significantly the recent wildfires have impacted our community, and our hearts go out to you and your family during this challenging time. Supporting our families is our highest priority, and we want to ensure you receive the assistance you need.

As a next step, we kindly ask that you complete our Emergency [FA Term] Intake Form so we can better understand the type of help you are seeking for the 2024–2025 school year. Once we have this information, our team will be in a better position to offer guidance on available options.

Access the form here: [Link]

Please know that we are here to support you. If you have any questions or concerns about the form—or if there's anything else we can do—don't hesitate to let us know.

Thank you.

Warm regards,  
[Your Name, School, Contact]



## Sample Intake Form: Identify Family Needs and Next Steps

The purpose of this form is to identify the family needs. Are they seeking a revised payment plan or requesting additional aid for the remainder of the school year?

**VIEW THE INTAKE FORM TO MAKE A COPY AND THEN CUSTOMIZE FOR YOUR SCHOOL.**



Click this link or scan the QR code:

<https://docs.google.com/forms/d/1whCG0HI6sNGOMDGs46-cgUMFsLh4uXG68I75eYB2ayE/edit>



## Sample Email Communication #2: "Thank you completing the Intake Form" with Emergency Aid Form link

Subject: Emergency [FA Term] Request Form Link & Instructions

Dear [Parent's Name],

Thank you for completing the Intake Form. We understand how difficult the recent wildfires have been for so many in our community, and we want to extend our deepest support to you during this challenging time.

To proceed with your emergency [FA term] request, please follow these steps:

1. Complete the Emergency [FA Term] Request Form: [Link]
2. Upload Additional Documentation: [Secure Dropbox Link or Upload to FA Platform]

Our team will begin reviewing your request once we receive your form and documentation. If we require any further details, we will reach out to you promptly.

If you have any questions or need help at any point in this process, please feel free to contact me. We are here to guide and support you every step of the way.

Warm regards,  
[Your Name, School, Contact]





**Sample Emergency Aid Form: Collect additional details from the family and documentation.**

**VIEW THE EMERGENCY AID FORM. MAKE A COPY AND THEN CUSTOMIZE FOR YOUR SCHOOL.**



Click this link or scan the QR code:

<https://docs.google.com/forms/d/1whCGOHI6sNG0MDGs46-cgUMFsLh4uXG68l75eYB2ayE/edit>



### **Supporting Documentation:**

- For families already in your financial aid platform with a 2025–2026 application, have families upload the following documents depending on answers to questions.
  - For families without a 2025–2026 application in your financial aid platform, have them complete the application and impact to request the appropriate documents.
- \*Request application fee waivers from your financial aid platform

### **Sample Supporting Documentation: As listed on the final section of the Sample Emergency Aid Form**

**DOCUMENTATION NEEDED** | **Upload Documents:** [insert dropbox link]

**Current full pay families that have not completed a formal financial aid application:**

- 2023 1040 Federal Tax Return (with all Schedules) and W2s
- 2023 business tax returns (1065/1120S) and K1's for all businesses *(if applicable)*

**Current financial aid families and full pay families:**

- 2024 W2s
- 2024 1099s and Profit & Loss Statements for all businesses *(if applicable)*
- 2025 Current Paycheck Stub
- 2025 Profit & Loss Statement YTD for all businesses *(if applicable)*

**All impacted families:**

- Copy of insurance claim filing for home and/or business *(if applicable, screenshot is okay)*
- Copy of mortgage claim forbearance request *(if applicable, screenshot is okay)*
- Any other forms you feel are relevant to your situation.

**Upload Documents:** [insert dropbox link]

- If you need copies of your tax returns, you can use the IRS Tax Transcript online system:  
<https://www.irs.gov/individuals/get-transcript>.



## Review Protocol Options

1. **Total loss of home/Major damage and home is not accessible** – Adjust FA platform methodology to reflect no equity. (FACTS does not use equity so no changes are required). Recalculate.
2. **If the family is paying for both a home mortgage and additional temporary housing** – Increase protection for housing. Recalculate.
3. **If physical business/rental properties are impacted (not home)** – Adjust business assets accordingly. You might need to request a Balance sheet to determine physical assets. Recalculate.



## Create a Simple Emergency Aid Program/Process

**Awarding Spreadsheet** – Add a column specific to emergency aid (not to be baked into normal aid, above aid amount).

**Emergency Aid Amounts** – Assign 3-4 levels with varying degrees of need, such as \$5,000, \$7,000 and \$10,000.



## Create an Emergency Aid Awarding Letter

Create an awarding letter specific to emergency aid and parse out emergency aid vs. traditional aid in awarding for this year (Similar to COVID aid).





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# STRATEGIC SCHOOL LEADERSHIP

## **Key Leadership Takeaways**

*Following Hurricane Katrina, August 29, 2005*

### **Reach out; share your stories.**

As faculty and staff gathered together in great uncertainty over what would happen to our devastated school, it helped all of us to share our own stories. We told them over and over again, taking turns listening and talking. “What happened to you? Did you lose your house? Where are you living?” I became a believer in “talk therapy.”

### **Find energy in greater purpose.**

I woke up in the middle of the night one night worrying that I might be the last Head of School at my school, that we might not make it, that I couldn't make it work; that I would fail. Then, in a moment of grace that fearful night, it came to me, “Hey, this is **not about you!** This is about the students, their families, the faculty, the legacy of our school. Put your ego aside, and get to work.” Laughing at my self-absorption and going to my deeper purpose brought me renewed energy – and new joyfulness – in all the work ahead.

### **You be you.**

Don't be afraid to be yourself. Be real; don't try to fake it. If you're not funny/witty/sympathetic, don't try to be. As the first female head of school, I was afraid I would lose all authority if the faculty saw me crying; yet often during those painful, post-Katrina days when we had to lay off many of our faculty and staff members, I could not hide my tears. A teacher later took me aside and said, “This may not sound very nice, but I need to tell you that I was glad to see you cry. I think I might have quit if you had just been business-as-usual, matter-of-fact while you were doing the layoffs, because I lost so many friends. But I could see it hurt you, too.”

### **Have fun together.**

Our faculty and staff needed to be together in the early months after the storm. Several whose homes had not flooded hosted parties; we had an adult-only talent show that rocked our damaged auditorium with laughter; two of our most awkward colleagues donned wigs and got pom-poms and led cheers in a pep rally for the students in our small November school; we sang funny, beloved lower school songs together. Somehow, the “fun” seemed extra wonderful in those days.

**Remember, every act of kindness means the world to a person who is deeply sad and/or fearful.**

We set up call centers to try to find all our families during the days when New Orleans was mostly closed. "Are you ok? Where are you living? Are your kids in school? Can we assist you in finding a school for your children? Are you planning to return to New Orleans?" Our parents were so very glad to hear from us. Twice, as soon as I said, "Hi. It's Carolyn Chandler, calling for Country Day," the men I reached broke down sobbing. In those few moments before they could even speak, I felt immensely grateful that we were making these calls.

I want to implore every person who might be reading this to stretch to take displaced children into your school. Find a way. They and their parents need you so much. And then send them back to their own schools as soon as they re-open. Help their schools survive. You will be so very glad you did.

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# Thank You

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