PRIVATE SCHOOLS AND PARENTS BEHAVING BADLY – THE EXPULSION OPTION

“…it can hardly be in the best interests of all concerned for this family to remain at the School” (Extract from judgment below)

With the new School Year now well under way, let’s have a look at a recent court decision of interest to all schools, parents and learners.

Importantly, this case involves not a state-controlled public school but a private school (private schools being recognised in our national schooling system as “independent schools”).

Sins of the Father – bad behaviour, death threats, expletives and expulsion

The parent contract between a private school and the parents of two learners (aged 9 and 11) included a termination clause, invoked by the school against the parents following “... a sorry tale of misconduct on their part spanning eight months....” which “... created a toxic and intolerable atmosphere.” The clause gave the school “the right to cancel this Contract at any time, for any reason…” on one term’s notice.

Effectively, the learners were expelled from the school because of a series of (alleged) incidents, mostly involving the father at school sporting matches. He was, for example, alleged to have shouted abuse at the umpire in an Under-9 cricket match after disagreeing with an LBW decision against his son, and then to have approached the umpire with a cricket-bat in his hand, saying: ‘you fat . . . (expletive omitted), you don’t respect parents’, and threatened to wait for him after the match and kill him.

The parents failed in their bid to have the High Court set aside the contract’s cancellation. They lost again on appeal to the Supreme Court of Appeal (SCA), which rejected their attempts to have the termination clause declared unconstitutional and contrary to public policy.

The school, held the Court, “was acutely aware of its constitutional duties not only to the appellants’ children but to all the affected parties in cancelling the contracts. Its reason for doing so, though not relevant, was unimpeachable, given the extraordinary behaviour of the appellants… it can hardly be in the best interests of all concerned for this family to remain at the School.”

Critically, the Court accepted that the school in terminating the contract had applied the principle “that the best interests of the children is paramount in whatever it does”. Our courts always prioritise a child’s best interests in any matter before them, and schools should ensure that their parent contracts, policies and actions are all fully compliant with that principle.