



Tuition Contracts: *You need one!*

NOTE: This presentation provides an outline of the law existing as of the presentation date. It is not intended as, nor should it be considered, legal advice. To receive legal advice on a specific issue, you should consult with legal counsel.

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Agenda

- You might not have one
- Why it matters
- Best practices
- Continuous Enrollment option



You might not have one

- Stand alone document
 - “Tuition Agreement”
 - “Tuition Contract”



You might not have one

- TADS / FACTS?
- Enrollment form
- Handbook
- Express vs. Implied contract



Why it matters

- Clarity
 - terms in one place
- Clearly describes tuition
 - Understood amount
- Withdrawal description
 - Do they owe if they withdraw?



Why it matters

- Don't rely on handbook
 - Courts say generally not a contract
 - Don't want it to be considered a contract
- Legal enforcement of tuition
 - Most parents understand and pay
 - Some refuse – then what?



Best Practices – What goes in it

Names

- Student names & grades
- Parent/guardian names
 - All who are obligated
 - Relationship to student



Best Practices – What goes in it

Tuition & Fees

- Tuition for the year
- Explicit agreement
- Typical fees



Best Practices – What goes in it

Withdrawal & Obligation

- How much do they owe?
- Not a penalty
- Good to give a why



Best Practices – What goes in it

Overdue Payments

- 30 days
- Repercussions
 - Participation, upcoming enrollment, withdrawal
- Interest
- Fees (damage, lost)
- Collection costs



Best Practices – What goes in it

Exceptions

- Who can approve?
- What situations?
- In writing



Best Practices – What goes in it

Enrollment

- School can apply its policies
- School can terminate enrollment



Best Practices – What goes in it

Split Tuition

- Multiple parties?
- Percentage for each
- Names & Relationship
- Not enrolled until both contracts received



Best Practices – What goes in it

Acknowledgment

- “As a condition of attendance/enrollment”
- “Read, understand, and agree”
- “all terms and conditions”
- “jointly and severally responsible”



Continuous Enrollment

- Automatically renews
- Need additional terms in tuition contract
- Benefits:
 - Paperwork/time – staff & families
 - More confidence in numbers earlier
- Drawbacks:
 - Still need other paperwork
 - Parents forget



Thank you!



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