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Fine Print Friday: College Early Decision Agreements

by Graham Martin on December 17, 2010 · [0 comments](#)

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Fine Print Friday is a weekly column where I examine and analyze Contracts that affect many of us in our daily lives. Each installment will point out a few interesting provisions the average reader may not have noticed.

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Fine Print Friday: College Early Decision [Agreements](#)



It's that time of year again—the time when high school seniors who have decided where they want to attend college begin receiving the admissions decision for early decision applications. It is always noted by the colleges and commentators alike that these are binding decisions (i.e., that you cannot accept the early decision agreement and then apply to or accept an [offer](#) of admissions to another school). The question is: What is the actual agreement students are making, and what are the consequences for breaking that agreement?

Instead of looking at one school's early decision policy, I have used [The Common Application 2010-2011 Early Decision Agreement](#) (PDF), which is [used by 414 colleges and universities](#) throughout the United States, the District of Columbia, Germany, and Italy.

Since this is a binding agreement for those who accept it, it is a good idea for applicants (and their parents) to know to what they are agreeing.

1. **Purpose.** The purpose of early decision is to “make a commitment to a first-choice institution where, if admitted, [the student] will definitely enroll.” If a student is not interested in committing to this level of engagement, early decision should be foregone entirely.

2. **Flexibility.** Presumably for the purposes of keeping options open and being able to apply to a number of schools in case some applications are denied, students may still apply to other schools while an early decision application is pending, but only *one* early decision application may be pending at one time.

Some Potential Escape Provisions:

3. **Financial Aid Contingency.** If the student is applying for financial aid and is not offered an acceptable financial aid package (one that does not “make attendance possible”) alongside his or her early decision admission, the student can decline the admission. This is one of the only ways out of an early decision application once it has been submitted. There is no further definition of what is reasonable as an insufficient financial aid package, however, so presumably anyone who decided he or she did not want to attend that school that admitted them could just claim the financial aid package wasn't good enough, so long as financial aid was applied for. There also is nothing explaining what happens if the school offers to change its financial aid package to make attendance possible. Is the student once again compelled to attend? Can the student still turn it down? It is probably best to check with your individual educational institution to determine how it addresses these situations.

4. **Timely Response.** The school “must notify the applicant of the decision within a reasonable and clearly stated period of time after the Early Decision deadline.” It's not clear whether the deadline is for submission of the application or decision by the school, but this gives the student an out if the school does not respond by its own set date for response, or if the response deadline is far after typical early decision response times. Presumably this is to ensure that students who are not accepted for early decision have a chance to still apply for other schools in time.

Requirements of the Student:

5. **Deposit.** A non-refundable deposit will be assessed for all early decision admitted applicants. This is likely the way the schools tie you to the school via the early decision commitment.

6. **Withdrawal of Applications.** Once accepted under an early decision program, the student *must* withdraw all other submitted applications and may not submit any new applications. This is tempered by the financial aid exception (explained above).

So that's pretty much the entirety of the agreement, but there is still a question of enforcement. Since this week's analysis was pretty short, I thought it would be good to give people an idea of what might happen if a student tries to break that agreement.

[Colleges have a distinct interest](#) in guaranteeing a certain number of students early on in the admissions process. The biggest benefit for most of them is that they can fill spots earlier to more accurately target their admissions goal for the year. Additionally, they are guaranteed that the

students will attend the school for at least one semester. (Presumably, the student could drop out or transfer during or after the first semester, but would still incur that first semester's fees.)

Students benefit by knowing early on where they will be going to school and not having to worry about it for the rest of their senior year. (I was accepted via early admission to [St. Olaf College](#) and loved being done with the college admissions process by the beginning of November.)

Since both parties have an interest in the agreement, they both have something to lose if the other party breaches it. The school loses guaranteed tuition and the certainty of the size of their new class, and the student would suddenly need to scramble to find a new school to attend, which might be problematic if the agreement were breached late in the admissions season. There are two general types of remedy for contract breaches, and each would likely be appropriate in the case of a breach of the early decision agreement.

If the student breaches the agreement, not only would he or she lose the non-refundable deposit, but the school could presumably sue the student (and possibly the parents) for [damages](#), consisting of the lost tuition for the first semester. Given the price of tuition at some schools now, that could be in excess of \$20,000!

If the school breaches the agreement, the student could sue for [specific performance](#), which would force the school to accept the student to the school's next class, which would allow the student to attend the first choice school and not have to worry about scrambling to get into another school before the start of the new academic year.

Unfortunately I was unable to find any case law regarding a case like this, but given the agreement as outlined above and the potential benefits and detriments to each party, there is no reason to think that breaching an early decision agreement is without consequences.

Although early decision is controversial as of late, it offers potential benefits to many people who already have their preferences set, so long as they are committed to that decision. Breaking an early decision agreement carries with it the same potential consequences as breaking any other contract, and those consequences should be considered *before* signing the agreement.

Have questions about this subject or suggestions for future Fine Print Fridays? Post them in the comments below and I will get back to you. Thanks for reading.

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