

## **St. Joseph Board of Education Policy on Collection of Tuition**

Adopted: 1996  
Revised: January 13, 2009

### Definitions

#### **Delinquent Account**

An account is delinquent when any payment is not made within the time such payment is due.

#### **Tuition Agreement**

Contract refers to the tuition agreement signed by the parents/guardian and any amendments therein.

#### **Executive Officer**

Will be defined as the school's Principal.

### Delinquent Tuition Agreements For St. Joseph Catholic School Students

1. All St. Joseph Catholic School Students will be registered and attend the school pursuant to a tuition agreement which is to be signed by at least one parent or guardian of the student.
2. Changes in payment schedules on tuition agreements may be made by the school business office and the parent, or guardian at any time, but only written modifications shall be effective and binding on the parties. All changes are subject to approval by the Board. The Board delegates its approval authority to the Executive Officer.
3. When any account is delinquent, the parents/guardian(s) shall be advised of said delinquency, in writing, by the school business office. This can be any simple form of notice, including a rubber-stamp upon the statement itself bringing the delinquency to the attention of the appropriate parties and requesting that the delinquency be corrected or arrangements made with respect to that delinquency.
4. When an account is delinquent 10 days and no arrangements have been made on that account, the parent/guardian shall be advised by the school business office by phone.
5. When an account is delinquent 30 days and no arrangements have been made on that account, the parent/guardian(s) of the student(s) shall be advised by the school business office in writing on school letterhead. In addition, any account delinquent 30 days shall be assessed a \$25 late fee. The account will also be assessed a \$25 late fee for each additional 30 days thereafter.
6. When the account is delinquent 60 days, and the student expects continued attendance at St. Joseph Catholic School, a certified letter on school letterhead signed by the president of the Board and Executive Officer shall be sent to the parent/guardian(s). This letter shall request immediate arrangement of payment. If arrangements are not made, enrollment will be denied.

**St. Joseph Board of Education**  
**Policy on Collection of Tuition**

7. Once enrollment is denied, re-enrollment will be contingent on all outstanding tuition, interest and fees being paid in full.
8. Any account delinquent over 90 days will be turned over to a collection agency for collection.
9. If the student is not expected to be enrolled at St. Joseph Catholic School in the fall a certified letter shall be sent on school letterhead signed by the president of the Board and Executive Officer. This letter shall request immediate arrangement of payment. If arrangements are not made, further legal action will commence.

Enrollment of Students Where An Account Is Delinquent

No student shall be enrolled at St. Joseph Catholic School when an account is delinquent, unless specific arrangements are made with the business office, in writing. These arrangements are to spell out the payment schedule to be followed to reduce the delinquency. If a payment schedule cannot be arranged by mutual agreement, then a promissory note or a confession of judgment shall be signed by the parent/guardian(s) as appropriate.

Any arrangements will be governed by these policies with respect to written agreements and approval of appropriate officials.

Registration materials for the fall will be withheld for all families whose prior tuition commitment has not been fulfilled.

Legal Action/Authorization

St. Joseph Catholic School will pursue collection of delinquent accounts. No legal action will be commenced without approval of the Board. The objective of the suit will be to reduce the claim in a business like fashion to judicial lien.

Commencement of legal action will begin on all outstanding tuition accounts no later than September annually.

Enforcement of Judgment

The St. Joseph Board of Education shall annually review those accounts on which it holds judgment, to determine what steps, if any, should be implemented to enforce collection of the judgment.

Delinquent Accounts Policy

It is the intention of the Board that this policy be enforced in a fair, evenhanded and sensitive fashion, that, as much as possible, each factual situation be viewed upon its own circumstance; and that any form of favoritism or unfairly harsh treatment with respect to any person or parties be avoided; but, rather, that the matter be applied in an evenhanded fashion.

**St. Joseph Board of Education  
Policy on Collection of Tuition**

Interest

All delinquent accounts, all promissory notes, and all confessions of judgment shall bear interest at the U. S. Prime rate plus 4% (per annum) as published in the Wall Street Journal.

The tuition contract shall contain a delinquency interest clause.

Adopted by the Board of Education for St. Joseph Catholic School this 13<sup>th</sup> day of January, 2009.