

Language in Handbook Saves the Day

The program requirements for the nursing school at a state college mandated that a student in the program complete the course of study in a five year period and maintain a “C” average on a grading scale where the lowest possible performance for such a grade was 70 percent. Two years after a student enrolled in the program, the college changed the grading scale so that a “C” in nursing classes required a 75 percent performance rate. The student received notice of the change, but did not believe it applied to her because she had entered the program under the lesser requirement.

Two years later, the student received a “D” in a required class under the new grading standards. Under the old standards, her performance would have entitled her to a “C” in the course. The class was not available for the student to retake until after the

expiration of the mandatory five year program completion period. Therefore, the college expelled her from the program. The student sued the college under a breach of contract theory, claiming that she should have earned a “C” in the required course because the new grading standards did not apply to her.

In defense to this claim, the college pointed to a provision in its handbook and admissions material that stated:

The provisions of this handbook are not to be regarded as an irrevocable contract between the student and the College. The College reserves the right to . . . make changes in college policies and other regulations at any time such changes are considered to be desirable or necessary. The college further argued that it changed the grading policy in response to data showing a correlation between higher grading standards and a higher pass rate on the national licensure examination. The Court ruled that the college had reserved the right to change the contract between the student and the college and had not acted in an arbitrary manner in modifying the grading policy. Therefore, the student’s case was without merit. *Bender v. Alderson-Broadus College*, No. 30458 (W.Va. Oct. 31, 2002).