

IN THE COURT OF COMMON PLEAS FOR THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

JESUS IS LORD CHRISTIAN  
ACADEMY,  
  
Plaintiff below, Appellant,

v.

ALICIA HENSON (F/K/A ALICIA  
BURGOS),  
  
Defendant below, Appellee.

C.A. No. CPU5-14-000503

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*Pro Se* Defendant below, Appellee

Submitted: May 23, 2016

Decided: August 4, 2016

**DECISION AFTER TRIAL**

Plaintiff below, Appellant, Jesus is Lord Christian Academy (“Academy”), has filed a civil appeal for a trial *de novo* with this Court of a final decision of the Justice of the Peace Court pursuant to 10 *Del. C.* § 9571 and Court of Common Pleas Civil Rule 72.3. The Academy is seeking recovery on a debt it alleges it is owed by the Defendant below, Appellee, Alicia Henson (“Henson”) for the tuition and fees for an education she received at the Academy. The Academy alleges that it is due the sum of \$1,105.00, plus interest and court costs. Henson contends that she does not owe the money.

Following trial for this matter, and after careful consideration of all the evidence introduced at trial and the parties' arguments, the Court finds for the Academy in the amount of \$1,105.00.

## **FACTS<sup>1</sup>**

The Academy was a private school for nursery through twelfth grade that was operated until 2013. It was part of the outreach program for the Jesus is Lord Church of Deliverance, Inc. ("Church"). Henson was a student at the Academy. She had taken time off from high school, but, decided to return to the Academy to complete the eleventh and twelfth grades. At the time she was a twenty year old adult. Therefore, she enrolled herself into the Academy in August of 2008. She was provided an enrollment packet comprised of a number of documents, including an Enrollment Document, A Parent's Statement of Support, and a Personal Promissory Note. Henson completed and signed all of the documentation.<sup>2</sup> The Parent's Statement of Support included a provision that Henson was to pay tuition "according to my financial agreement." It also provided a provision that "[i]f my payments become two months delinquent, I must withdraw my child(ren) from the Academy." The Personal Promissory Note Henson executed was to the Church in the amount of fifteen hundred dollars (\$1,500.00) for tuition and fees at the payment schedule of one hundred fifty dollars (\$150.00) per month at zero percent interest, with the first payment to be made upon signing the promissory note and, then, payments to be made by the tenth of each month thereafter. A late fee of \$20.00 was to

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<sup>1</sup> The Court has found the facts of this matter by a preponderance of the evidence, based on all of the evidence introduced at trial and the reasonable inferences therefrom.

<sup>2</sup> It is interesting to note that Henson contends that she completed the documentation without reading any of it.

be assessed if a payment was made after the fifteenth of the month. The promissory note also provided that upon default of the note for failure to make any payment, the note would become payable without the need for formal demand to be made.

Henson graduated from the twelfth grade at the Academy as the valedictorian of her class in May of 2009. At the time of her graduation, a \$100.00 graduation fee was assessed to defray the costs of graduation. Henson did not make any tuition payments while attending class at the Academy. She also did not pay the \$100.00 graduation fee, although someone paid \$75.00 of that amount on her behalf.

The Academy attempted to work with Henson to obtain payment on her tuition and promissory note after graduation. The last payment made on the sum due was on February 23, 2011. After that payment, a balance of \$1,105.00 was still due and owing.

The Academy has filed suit seeking recovery of the balance due on the tuition and fees in the amount of \$1,105.00 plus interest at the legal rate and court costs. Henson denies that she owes any amount to the Academy for tuition and costs or the promissory note on the grounds that the Parent's Statement of Support document she signed provided that she needed to withdraw from the Academy if she became two months delinquent on tuition payments. It is her contention that when she became two months delinquent, she was not forced to withdraw from the Academy. Therefore, the Academy should be barred from collecting any sums it claims are due.<sup>3</sup>

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<sup>3</sup> Henson also contends she should not need to pay any amount sought by the Academy on the grounds that she did not read or understand the documentation she was signing in the enrollment packet. The Court does not find this claim to be credible. It also would not provide legal justification to refuse payment on amounts otherwise due.

## DISCUSSION

In order for the Academy to recover the debt that it alleges is due to it for the non-payment of tuition and fees by Henson, it must prove, by a preponderance of the evidence, (1) that Henson was legally obligated to pay the Academy a debt, (2) that Henson has failed to pay the debt, and (3) the amount due. *See 26 C.J.S., Debt, Action of* § 14 (2002). The Academy has met its burden.

Henson enrolled herself into the Academy knowing that she needed to pay tuition. The tuition amount of \$1,500.00 was confirmed by the Personal Promissory Note that she completed and signed in August of 2008. At the time of graduation, she was also advised that there was a \$100.00 graduation fee that needed to be paid for her to participate in the graduation ceremony, to defray the costs of graduation. She participated in the graduation ceremony and even spoke as the school's valedictorian. She knew the balance that was due for tuition and fees and simply decided not to pay it, leaving a final balance due to the Academy of \$1,105.00. It is Henson's contention that the Academy should be barred from collecting this amount from her on the grounds that the Parent's Statement of Support that she signed indicated that she needed to withdraw from the Academy if she became two months delinquent in her tuition payments. It is her contention that the Academy is barred from collecting any delinquent amounts due from her for the reason that she was more than two months delinquent during the school year, but, was not forced to withdraw from the Academy. This argument fails. The obligation was upon Henson to pay her tuition, which she has failed to do. The obligation was also on her, not the Academy, to withdraw from school should she be unable to pay the tuition, which, again, she failed to do.

## CONCLUSION

Based on the foregoing, the Court enters judgment for the Plaintiff below,  
Appellant, Jesus is Lord Christian Academy, and against the Defendant below, Appellee  
Alicia Henson, in the amount of \$1,105.00, plus court costs.<sup>4,5</sup>

**IT IS SO ORDERED THIS 4<sup>th</sup> DAY OF AUGUST, 2016.**

  
CHARLES W. WELCH  
JUDGE

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<sup>4</sup> Included in those costs is the amount of \$200.00 that the Academy was awarded by this Court for attorney's fees and court costs by Order dated September 18, 2015, for Henson's failure to comply with a court Order regarding discovery.

<sup>5</sup> Since the interest rate provided on Henson's promissory note was specified as zero percent, no pre or post judgment interest is due pursuant to 6 *Del. C.* § 2301(a). That section of the Delaware Code provides that pre judgment interest should be awarded at the contract rate and that post judgment interest on personal loans should be awarded at the lesser of the legal rate or contract rate. The contract rate for Henson's promissory note was zero.