

Early Action vs. Binding Decision

One of the most confusing aspects in the law school application process is recognizing the difference between early action and binding decision options offered by some law schools. Increasing the difficulty is the fact that sometimes a law school will refer to an early action option as an “early decision” and sometimes a binding decision option is also referred to as an “early decision.” It is important to pay close attention to the law school’s definition to discern whether they are offering an early action option, a binding decision option, or both.

DEFINITIONS

Early Action (aka non-binding early decision)

You submit a complete application by a deadline specified by the law school much earlier than the regular application due date. In return, you may be notified of the school’s decision much earlier than most other applicants, but without an implied commitment of attendance. Some schools may respond with neither an acceptance or a denial, but instead with, “We’ll evaluate you with the rest of the applicant pool”, thus not providing you with any benefit of applying “early”. You are free to apply to other schools and compare grant and financial aid offers.

Binding Decision (aka binding early decision)

You agree that if granted admission to the law school, no matter the amount of financial aid offered or not offered, you will immediately withdraw all applications pending at other laws schools and will not initiate any new applications. The law school is not required to maintain an offer of admission if it discovers that you have not withdrawn its applications and may notify other schools of your failure to follow the agreed contract.

MYTHS

Many students erroneously believe that by taking advantage of either a school’s early action or binding decision option the student has a much higher chance of being accepted to the law school, no matter the students LSAT and GPA. For example, if a student applies under a binding decision option to a law school where the school’s median GPA and LSAT are 3.75 and 171, it is unlikely for the student with a GPA and LSAT of 3.1 and 152 to be admitted, no matter that the student is applying binding decision.

SHOULD I APPLY UNDER EITHER?

Applying under an early action option may provide you with the knowledge of whether or not you are accepted to that school much earlier than most other schools. This may be helpful for you to begin arranging for moving, securing housing, and determining how to pay for your education. Additionally, you are not committed to the school and thus can examine different financial aid packages of several schools before choosing where to attend. A binding decision, however, does not offer the same amount of flexibility. Before choosing to apply under a binding decision option, you must consider if you would attend that school no matter the circumstance or price, even if you were given a free-ride at any other institution. If you cannot immediately answer this question with a resounding “absolutely,” applying binding decision will only be a source of frustration. Since, statistically, students don’t set themselves up more advantageously under a binding decision, it may be better for you to get your application in early and wait to weigh all prospects.