

Marion County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Student Fees and Fines	Descriptor Code: 6.709	Issued Date: 04/24/01
		Rescinds: 6.709	Issued: 08/17/99

FEES

School fees are defined as follows:¹

1. Fees for activities that occur during regular school hours, including field trips;
2. Fees for activities and supplies required to participate in all courses offered for credit or grades;
3. Equipment and supplies required to participate in interscholastic athletics and marching band, if taken for credit;
4. Fees or tuition for courses taken for credit or grade during summer school;
5. Fees required for graduation ceremonies;
6. Fees for a copy of the student's records; and
7. Refundable deposits for locks or other security devices required for protection of school property when used in conjunction with courses taken for credit or a grade.

School fees are not:¹

1. Fines for overdue library books;
2. Fines for the abuse of school parking privileges and other school rules developed for the safe and efficient operation of the school;
3. Charges for lost, damaged, or destroyed textbooks, library books, workbooks, or other school property;
4. Charges for debts owed the school;
5. Refundable deposits for locks or other security devices required for protection of school property when used in not-for-credit extracurricular activities;
6. Costs to participate in not-for-credit extracurricular activities, including athletics; and
7. Tuition for non-resident students.

No fee will be charged any student as a condition to attending school,² but students shall be responsible for normal school supplies, such as pencils and paper.

School fees shall be waived for students who receive free or reduced-price school lunches.¹ The application for determining eligibility for free or reduced-price lunches on a form supplied by the State Department of Education shall be used to verify student eligibility for fee waivers.

At the beginning of the school year, each principal shall be responsible for providing to all students and their parents or guardians written notice of the required student fees and the process for fee waiver for students who receive free or reduced-price lunches. The parent or guardian of an eligible student must sign the appropriate application for free or reduced-price lunches and the waiver of school fees, but may pay for all or a portion of the school fees.

Written notice of approval or denial of request for fee waivers shall be provided to all parents or guardians. Any denial shall contain specific grounds for denial and an opportunity for the parent or guardian to meet

with appropriate school personnel.

Persons collecting fees shall be provided a list containing only the names of those students eligible for waivers and for whom they are responsible for collecting fees. Any records related to this program which identify particular students shall be maintained in strictest confidence.

Prior to the beginning of school each year, the Board, upon the recommendation of the principals and director of schools, shall approve all student fees for the upcoming school year. Additional fees may be approved during the year as needed.

The director of schools shall be responsible for maintaining copies of all correspondence relating to this program.

No employee may charge a student for any service rendered on the school premises. Tutoring one's own student for pay is prohibited.

FINES

Students who destroy, damage, or lose school property, including but not limited to buildings, school buses, books, equipment, and records, will be responsible for the actual cost of replacing or repairing such materials or equipment.³

The grades, grade cards, diploma or transcript of a student who is responsible for vandalism or theft or who has otherwise incurred a debt to a school may be held until the student or the student's parent/guardian has paid for the damages. When the student and parent are unable to pay the debt, the district shall provide a program of voluntary work for the minor. Upon completion of the work, the student's grades, diploma, and/or transcripts shall be released. Such sanctions shall not be imposed if the student is not at fault.⁴

Failure to remit the cost of replacing or repairing such materials or to make satisfactory arrangements with the administration for payment may result in suspension of the student. If payment is not remitted, the matter will be referred to the Board for final disposition.

Textbooks are available free to students as a loan. Parent(s) will accept full responsibility for the proper care, preservation, return, or replacement of textbooks issued to the student(s). The condition of each book and a book number shall be recorded by the teacher issuing it.

The life of the book is considered to be six (6) years. Charges for lost books will be the remaining life of the book. Damage fines will be based on the wear beyond that normally expected for one year. For one year's wear there will be no charge.

Fines may be assessed for overdue, damaged, or lost library books. In no event will the fine exceed the current cost of replacing the book.

Legal References:

- 1. TCA 49-2-114
- 2. TCA 49-6-3001(A); TCA 49-2-110(c)
- 3. TCA 37-10-101 through TCA 37-10-102
- 4. TRR/MS 0520-1-3-.03(13)

Cross References:

- Revenues 2.400
- Textbook Selection, Distribution and Care 4.401
- Care of School Property 6.311