

Student Fees, Fines, Charges, Records Withheld

The superintendent may approve the use of certain supplementary curricular supplies or materials for which a charge is made to the student so long as the charge does not exceed the cost of the supplies or materials, students are free to purchase them elsewhere, and a proper accounting is made of all moneys received by staff for supplies and materials.

The board delegates authority to the superintendent to establish appropriate fees and procedures governing the collection of fees and to make annual reports to the board regarding fee schedules. Arrangements will be made for the waiver or reduction of fees for students whose families, by reason of their low income, would have difficulty paying the full fee. The USDA Child Nutrition Program guidelines will be used to determine qualification for waiver.

A student will be responsible for the cost of replacing district materials or property which are lost by the student or damaged due to the student's negligence or willful action. The district may withhold the grades, diploma, and transcripts of any student who loses or willfully damages or destroys school property until the student or student's parents or guardian has paid for such loss or damages. In the event the student and parent or guardian are unable to pay the damages, the student may perform voluntary work for the district in lieu of the payment of monetary damages. The hourly rate for such work will be equal to the minimum wage required by law. Upon the completion of such voluntary work or the payment of such restitution, the diploma, grades and transcripts will be released.

The student or his/her parents may appeal the imposition of a charge for damages to the superintendent and board of directors. The student and his/her parents will be notified regarding the nature of the violation or damage, how restitution may be made, and how an appeal may be instituted. When the damages or fines do not exceed \$100, the student or his/her parents will have the right to an informal conference with the principal. As is the case for appealing a short-term suspension, the principal's decision may be appealed to the superintendent and to the board of directors. When damages are in excess of \$100, the appeal process for long-term suspension will apply.

If a student has transferred to another school district that has requested the student's records, but that student has an outstanding fee or fine, only records pertaining to the student's academic performance, special placement, immunization history, attendance, history of violent behavior, violent offenses, sex offenses, inhaling toxic fumes, drug offenses, liquor violations, assault, kidnapping, harassment, stalking or arson, and discipline actions will be sent to the enrolling school. The content of those records will be communicated to the enrolling district within two school days and copies of the records will be sent as soon as possible. The official transcript will not be sent until the outstanding fee or fine is discharged. The enrolling school will be notified that the official transcript is being withheld due to an unpaid fee or fine.

In establishing fees for classes, the following guidelines will be used:

- A. Class registration literature will describe fees for each class or activity.
- B. A fee may be collected for any program in which the resultant product is in excess of minimum requirements and, at the student's option, becomes the personal property of the student. Fees may not exceed the cost of the materials. The district will furnish materials for those introductory units of instruction where a student is acquiring the fundamental skills for the course.
- C. A fee may be collected for personal physical education and athletic equipment and apparel. However, any student may provide his/her own if it meets reasonable requirements and standards relating to health and safety established by the board.
- D. A reasonable fee, not to exceed the actual annual maintenance cost, for the use of musical instruments and uniforms owned or rented by the district may be collected.
- E. Students may be required to furnish personal or consumable items including pencils, paper, erasers, notebooks, workbooks, etc.
- F. A reasonable security deposit for the return of materials or equipment may be collected. Provisions will be made to return the deposit when the student returns the item at the conclusion of the school term.
- G. A fee may be collected for a unit of instruction where the activity necessitates the use of facilities not available on the school premises, and participation in the course is optional on the part of the student.
- H. A fee may be collected to cover the cost of student housing and/or meals while engaged in outdoor educational activities.
- I. A towel fee may be assessed to cover the cost of subscribing to the towel service. A student may supply his/her own towel.

Fees will not be levied for:

- A. Field trips required as part of a basic educational program or course.
- B. Textbooks (nonconsumable) which are designated as basic instructional material for a course of study.
- C. Instructional costs for necessary staff employed in any course or educational program.

All fees will be deposited with the business office on a regular basis. The respective departments and schools will be credited by the amount of their deposit. Except for charges for lost or damaged materials or equipment, arrangements will be made for the waiver or reduction of fees for students whose families, by reason of their low income, would have difficulty paying the full fee.

The following procedures will apply to assure the due process right of student(s):

1. Written notice will be provided to the student, parent, or guardian of the damages and intent to claim reimbursement.
2. If the student, parent, or guardian disagrees with the assessment of damages, a formal hearing may be requested. A written request for the hearing must be submitted within three (3) school business days to the superintendent of schools.
3. The student, parent or guardian and school district may be represented by legal counsel.
4. The student, parent, or guardian and school district designee will be permitted to inspect in advance any affidavits or exhibits which will be submitted at the hearing.
5. The student will be given the opportunity to give his/her own version of facts and implications, and may offset testimony of other witnesses and other evidence.
6. Fair rules of evidence appropriate to the proceedings will be followed during the hearing and a transcript of the hearing will be made, or the hearing may be recorded by an electronic tape recorder.
7. The findings of the hearing authority will be reduced to writing and sent to the student, parent, or guardian. If an assessment is imposed, the student, parent, or guardian will have the right to appeal to the board of directors. Such appeal will be made in writing to the superintendent's office within three (3) school business days after the receipt of the decision.

In addition to the payment of damages, disciplinary action may also be taken.

Legal References:	AGO 1965-66, #113	Fees--Tuition--Supplies--Authority of school districts to charge tuition fees or textbook fees
	AGO 1973, No.11	Tuition & Fees--Authority of school districts to charge various fees
	RCW 28A.225.330	Enrolling students from other districts
	28A.635.060	Defacing or injuring school property