

Claiborne County Board of Education

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| Monitoring: Review: Annually, in May | Descriptor Term: Student Fees and Fines | Descriptor Code: 6.709 | Issued Date: 01/11/07 |
| | | Rescinds: ch.6/p.113 & 127 | Issued: |

1 **FEES**

2 School fees are defined as follows:¹

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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.

13 School fees are not:¹

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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.

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

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

29 At the beginning of the school year, each principal shall be responsible for providing to all students
30 and their parents or guardians written notice of the required student fees and the process for fee waiver
31 for students who receive free or reduced-price lunches. The parent or guardian of an eligible student

1 must sign the appropriate application for free or reduced-price lunches and the waiver of school fees,
2 but may pay for all or a portion of the school fees.

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

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

9 Prior to the beginning of school each year, the Board, upon the recommendation of the principals and
10 director of schools, shall approve all student fees for the upcoming school year. Additional fees may
11 be approved during the year as needed. The director of schools shall be responsible for maintaining
12 copies of all correspondence relating to this program.

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

15 **FINES**

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

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

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

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

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

35 Fines may be assessed for overdue, damaged, or lost library books. In no event will the fine exceed the
36 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