

**SECONDARY SCHOOL CERTIFICATION OF COMPLIANCE
(FOR USE IN SCHOOLS SERVING ANY GRADE, 7-12)**

Note: the following definitions apply to terms used in this form:

1. "Fee waiver," "waiver," "waiver application," and similar terms include both outright waivers and alternatives to fee waivers such as community service unless otherwise noted.
2. "We" means staff members and other persons who assist staff in fee-related activities.

I, _____, Principal of the _____
School in the _____ School District, hereby certify that:

ASSURANCES

1. I have read this Secondary School Certification of Compliance, the School Fees Notice for Families of Students in Grades Seven through Twelve, the permanent injunction issued by the Third District Court, the school fees policy for my school district, and this school's fee schedule as approved by the board of education.
2. Copies of all of the documents listed in number 1 have been kept in the faculty lounge.
3. I gave a copy of the School Fees Notice for Families of Students in Grades Seven through Twelve to each member of the staff.
4. I discussed school fees and fee waivers, definitions and limitations governing school fees set forth in the Permanent Injunction, this school's fee schedule as approved by the board of education, and the terms of this Certification of Compliance Form with my staff and advised them that they must fully comply with all laws and policies governing fees and waivers.
5. Prior to the day when fees became due, we sent:
 - a. the schedule of approved fees;
 - b. the School Fees Notice for Families of Students in Grades Seven through Twelve;
 - c. the Fee Waiver Application (Grades 7-12) and the Community Service Obligations document.
6. We undertook a general distribution of the forms listed in number 5 on _____, 20____.
The forms were sent in the following manner:

7. Our fee schedule and fee waiver policy are in compliance with applicable State and federal law and rules of the local and State Boards of Education.
8. Students who apply for or receive fee waivers are allowed to register at the same time and in the same manner as would have been the case if waivers were not involved.
9. School personnel are prohibited from asking those eligible for fee waivers to consent to delayed or time payment plans or IOU's as alternatives to fee waivers.
10. We have adopted a community service options policy consistent with Section 53A-12-103, Utah Code, the Federal Fair Labor Standards Act, and other applicable state and federal law.
11. Community service assignments and fundraisers offered as alternatives to fee waivers are appropriate to the age, physical condition, and maturity of the student; are conducted in such a way that students are not subjected to stigma, unnecessary identification as fee-waiver students, ridicule, or humiliation; and provide sufficient time for the student to complete the

- assignment.
12. A variety of alternatives is available to students, including alternatives in the community which are not connected with the school;
 13. Community service alternatives do not include work for a student's own employer, or for commercial establishments other than establishments such as nursing homes or hospitals where volunteer services are commonly provided;
 14. Students under the age of 14 who are required to perform community service are not permitted to perform tasks which would not be permissible for them under the Federal Fair Labor Standards Act, such as manual labor, or work with machinery, dangerous tools, or equipment.
 15. Community service assignments and fundraisers avoid excessive burdens on students and families and give proper consideration to a student's educational and transportation needs and other responsibilities. If it is not reasonably feasible to arrange an assignment meeting those requirements, the fees in question are waived.
 16. Students who perform community service in lieu of fee waivers receive at least a minimum wage credit for each hour performed. We maintain adequate records to ensure that each student receives proper credit for services performed.
 17. If a student transfers to another school, that school receives verification of hours performed, if requested by the student. If any portion of the student's fees would have been refunded if the student had paid the fees in question, then an equivalent number of community service credits is reported to the new school as "unused community service credits."
 18. Alternatives to fee waivers are never applied to textbooks; textbook fees are simply waived outright for eligible students upon request.
 19. In the case of programs, classes, and activities which are subject to fees and "tryouts" or "lotteries":
 - a. persons involved in the selection process are not informed about the fee waiver eligibility of any student until selections have been announced;
 - b. questions and discussions relating to ability to pay are prohibited during the selection process;
 - c. ability to pay is not a factor in the selection process; and
 - d. no fees relating to the program, class, or activity in question are collected from any student until the selection process has been completed.
 20. We include a copy of the school district's School Fee Waiver Policy with all school registration materials provided to prospective, new, or continuing students.
 21. We provide the Fee Waiver Application (Grades 7-12) to each prospective, new, or current student's parent or guardian who requests information about school fees or seeks to apply for a fee waiver.
 22. We use the Fee Waiver Decision and Appeal Form to notify an applicant about the outcome of a request.
 23. If community service is used as an alternative to the outright waiver of a fee, we use the Community Service Assignment and Appeal Form when notifying those who will be asked to perform such service.
 24. We do not collect school fees, whether class, project, or activity fees, or require students to purchase materials or supplies, unless the fees or other requirements have been approved by the district's board of education and are listed on the school's approved fee schedule.
 25. We waive fees for eligible students if a class or program is established or approved which

- requires payment of fees or purchase of materials, special clothing, tickets to events, etc., in order for students to participate fully and to have the opportunity to acquire all skills and knowledge required for full credit and highest grades.
26. We use confidential application and notice procedures regarding school fees and school fee waivers to avoid stigmatizing or embarrassing students or families applying for or receiving fee waivers. The procedures for confidentiality include, but are not limited to, the following:
 - a. we do not use a separate line during registration for families or individuals seeking to obtain a school fee waiver.
 - b. we do not discuss or determine a student's eligibility for school fee waivers in the presence of other parents or children.
 - c. we do not use students to collect fees or assist in the fee waiver application process.
 27. We do not ask any student, parent, or guardian why school fees cannot be paid or why fees cannot be paid later or in installments when information about school fee waivers is sought or an application is submitted for a school fee waiver, except that a school will require documentation consistent with Section 53A-12-103(5) and local board policies and/or guidelines requiring documentation, if the affected student is eligible for a school fee waiver under any of the following categories:
 - a. the student is eligible based on income verification;
 - b. the student receives (SSI) Supplemental Security Income (QUALIFIED CHILD WITH DISABILITIES);
 - c. the family receives TANF (currently qualified for financial assistance or food stamps);
 - d. the student is in Foster Care (under Utah or local governmental supervision); or
 - e. the student is in State Custody.
 28. Persons not included under number 27 who request waivers because of exceptional financial hardships are given the opportunity to meet privately with a school administrator to discuss their ability to pay and their eligibility for fee waivers.
 29. Although we may permit the solicitation of donations or contributions, any solicitation clearly states that donations and contributions are voluntary, and that we do not require a donation in order for a given student to participate in an activity.
 30. Information submitted in connection with fee waiver applications, the names of persons who have or have not paid fees, donations, or contributions, and the names of persons who have applied for, received, or been denied waivers, are confidential. We do not make any statement, without permission, about those matters to any person lacking both the right and the need to know, and do not post any list accessible to unauthorized persons regarding the payment or non-payment of any fee, contribution, or donation by any student, parent, or guardian. However, appropriate recognition may be given to any person or organization which makes a major donation or contribution.
 31. We do not permit the withholding, enhancement, or reduction of grades, or the withholding of report cards, transcripts, diplomas, or other official school records to enforce the payment of fees or donations. We may withhold **official** copies of report cards, transcripts, or diplomas under Utah Code Section 53A-11-806 if fines or other charges for lost or damaged school property have not been resolved.
 32. We provide reasonable assistance to persons who lack sufficient mastery of the English language to understand the provisions of the school fee schedules, disclosures, and forms.
 33. Our school (if the fee waiver or fee waiver documentation policy is managed by the school)

adequately required fee waiver eligibility documentation under Section 53A-12-103(5).
34. Our school provided alternatives in lieu of fee waivers consistent with Section 53A-12-103(5).

NOTE: Schools may transfer fee waiver eligibility information to other schools to which students advance or transfer.

FINAL NOTE: If your district does not require parents in the entire district area or parents and students in specific schools or sections of the district to "apply for fee waivers," district administrators NEED NOT require verification of eligibility under this section.

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED this ____ day of _____, 20____

(Signed) School Principal

USBE 8/27/14