

1989

Gwen Lorenc v. John Reed Call : Brief of Respondents

Utah Court of Appeals

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UTAH COURT OF APPEALS
BRIEF

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DOCKET NO.

890286

IN THE SUPREME COURT OF THE STATE OF UTAH

GWEN LORENC,

Plaintiff/Appellant,

v.

JOHN REED CALL, in his
official capacity as
Superintendent of Schools
of the Granite School District,
and THE BOARD OF EDUCATION
OF GRANITE SCHOOL DISTRICT,

Defendants/Respondents.

:

:

Case No. 87-0281

:

Classification 14b

:

:

:

:

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FILED

APR 1 1989

Clerk, Supreme Court, Utah

FILED

SEP 28 1989

COURT OF APPEALS

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IN THE SUPREME COURT OF
THE STATE OF UTAH

GWEN LORENC,	:	
Plaintiff/Appellant,	:	SUPPLEMENTAL APPENDIX TO
	:	RESPONDENTS' BRIEF
v.	:	
JOHN REED CALL, in his official	:	Case No. 870281
capacity as Superintendent of	:	Category No. 14 b
Schools of the Granite School	:	
District and THE BOARD OF	:	
EDUCATION OF GRANITE SCHOOL	:	
DISTRICT,	:	
Defendants/Respondents.	:	

89-0286 CA

Respondent, Granite School District, files herewith a supplemental appendix to its Reply Brief. On September 18, 1989, Granite School District issued its Administrative Memorandum No. 24 re: Fee Policy in Public Schools in the Granite School District.

All issues raised by Appellant in this proceeding involve the legality and constitutionality of student fees assessed under this policy.

DATED this 25th day of September, 1989.

M. Byron Fisher
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A Professional Corporation
Attorneys for Respondents

CERTIFICATE OF MAILING

I hereby certify that I caused to be mailed, postage prepaid, a true and correct copy of the foregoing Supplemental Appendix to Reply Brief to Bruce Plenc, Utah Legal Services, Inc., Attorney for Appellant, 124 South 400 East, 4th Floor, Salt Lake City, Utah 84111, this 26 day of September, 1989.

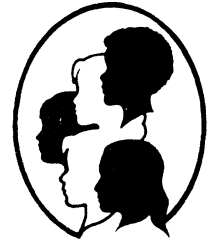
Mary Ann Fowler

092189B

GRANITE SCHOOL DISTRICT

340 EAST 3545 SOUTH • SALT LAKE CITY, UTAH 84115 • PHONE: (801) 263-6100

September 18, 1989



ADMINISTRATIVE MEMORANDUM NUMBER TWENTY-FOUR

CHARGING OF FEES IN THE PUBLIC SCHOOLS

In accord with guidelines and standards adopted by the State Board of Education, the Granite Board of Education formally implemented a set of school fees and a school fee waiver policy. In accord with state board standards, **no fees may be assessed that have not been approved by the Granite Board of Education.** It is, therefore, imperative that principals and faculty are conversant with approved fees and waiver policy.

By way of summary, the state standards specify the following:

1. Each district shall adopt procedures to reasonably ensure that the parent or guardian of each child who attends school within the district receive written notice of final fee schedule and fee waiver policies, including easily understandable procedures for obtaining waivers, as soon as possible prior to the time when fees become due.
2. Students must be able to enroll and participate in any class, and have the opportunity to acquire all skills and knowledge required for full credit and highest grades, without paying a fee.
 - a. Textbook, lab, and other course-related fees may only be charged in grades seven through twelve.
 - b. Students of all grade levels may be required to provide materials for their optional projects.
3. No fee may be charged for any class or class activity in kindergarten through sixth grade, including assemblies and field trips.
4. Student supplies must be provided for elementary students. A student may, however, be required to replace supplies provided by the school which are lost, wasted, or damaged by the student due to careless or irresponsible behavior.
5. Fees, as approved by the local board of education, may be charged for school activities outside of the regular school day.
6. The local board of education shall provide, as part of any fee policy or schedule, for adequate waivers or other provisions to ensure that no student is denied the opportunity to participate in a class or school-sponsored or supported activity because of a demonstrated inability to pay a fee.

FEE WAIVER

Fees, as identified by the Granite School District Board of Education, will be waived in accord with the Utah State Board of Education standards for students whose parents or legal guardians verify evidence of inability to pay. Inability to pay is defined as those who are in State Custody, Foster Care, or receiving public assistance in the form of Aid to Dependent Children, Supplemental Security Income, or are eligible for free school lunch, and that case by case determinations are made for those who do not qualify under one of the foregoing standards but who, because of extenuating circumstances such as, but not limited to, exceptional financial burdens such as loss or substantial reduction of income or extraordinary medical expenses, are not reasonably capable of paying the fee.

A student desiring a fee waiver will present to the principal of the school a written communication provided by the Utah Department of Social Services or the Social Security Office in the case of "Supplemental Security Income," verifying the need for the waiver. In the case of eligibility for free school lunch, verification of income may be required.

In the event that the student requires a fee waiver accommodation other than the above-stated procedure, the principal, with the permission of the parent or legal guardian, may provide an alternative to the payment of the fee or the waiver. Such may include a deferred payment schedule, a reduced payment schedule, or a provision for a work/service program. The principal and staff will maintain confidentiality with reference to students who have received waivers or alternatives to waivers.

Parents whose students have been denied a fee waiver may appeal to the Granite School District office of Pupil Services for review. In the event that Pupil Services feels a waiver or partial waiver is warranted, the principal and a Pupil Services designee will meet with the Deputy Superintendent of School Operations who will make a determination in the matter.

PARTICIPATION FEE SCHEDULE

The junior and senior high schools have had difficulty securing enough funds to operate the activity program. A participation fee provides money to offset the cost of uniforms, equipment, supplies, officials, supervision and waivers as newly required.

Tryouts for activities requiring participation fees must be conducted and the participants must be selected before participation fees are assessed.

Following are the approved participation fees:

IN THE SUPREME COURT OF THE STATE OF UTAH

GWEN LORENC,	:	
Plaintiff/Appellant,	:	Case No. C87-0281
v.	:	Classification 14b
JOHN REED CALL, in his	:	
official capacity as	:	
Superintendent of Schools	:	
of the Granite School District,	:	
and THE BOARD OF EDUCATION	:	
OF GRANITE SCHOOL DISTRICT,	:	
Defendants/Respondents.	:	

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JURISDICTIONAL STATEMENT

This Court has jurisdiction of this appeal pursuant to Utah Code Ann. § 78-2-2(i)(1987) from judgment by the Honorable Homer F. Wilkinson.

STATEMENT OF THE ISSUES PRESENTED ON APPEAL

1. Are the school fee and waiver policies of Granite School District consistent with the fee and waiver policies of the Utah State Board of Education and Utah statute?

2. Do the school fee waiver policies of Granite School District violate the U.S. and Utah constitutional right to due process?

STATEMENT OF THE CASE

I. NATURE OF THE CASE

This appeal before the Supreme Court of the State of Utah seeks judicial review of a Judgment in favor of Granite School District (hereinafter "Granite") by the Honorable Homer F. Wilkinson of the Third Judicial District Court for Salt Lake County, State of Utah.

II. COURSE OF PROCEEDINGS AND DISPOSITION BELOW

Gwen Lorenc (hereinafter "Lorenc"), appellant herein, filed a complaint against Granite claiming that Granite's school fee and waiver policies violated Utah statute, the Utah State Board of Education School Fees Policy (hereinafter "State

Policy"), and Utah and United States Constitutions. (R. 7-8). Lorenc was seeking both a declaratory judgment that Granite's fee waiver policy was invalid, and an order requiring Granite to conduct an appeal hearing and waive all school fees charged to her. (R. 8). Lorenc also sought preliminary and permanent injunctions enjoining Granite's continued use of its fee waiver policy until adoption of a new policy in compliance with the state policy and state statute. (R. 8).

Lorenc's motion for preliminary injunction was heard and denied. (R. 75). At trial the court ruled in favor of Granite, adopted Findings of Fact and Conclusions of Law, and dismissed plaintiff's complaint with prejudice.¹ (R. 96-104). Lorenc filed this appeal July 29, 1987. (R. 106).

III. STATEMENT OF FACTS

Lorenc is the mother of six children, three of whom attended senior or junior high school in the Granite District during the 1986-1987 school year. Lorenc did not contact the junior high school principal or make a written application for waiver of fees for her junior high school students. (R. 209 at 111). On September 5, 1986 she did, however, apply to the

1 The judgment from which this appeal is taken is reproduced in Addendum "A". The Court's Findings of Fact and Conclusions of Law are reproduced in Addendum "B".

principal of Granite High School for a fee waiver for fees charged for her daughter, Catherine, a high school senior. (R. 29). See also Addendum "E" at E-1.² Because she was not automatically eligible for a full waiver,³ the principal referred her to fee waiver administrator, McKell Withers at the Granite District Office People's Services so that her individual case could be considered. (R. 209 at 18, 79, 92). That meeting was held November 5, 1986. (R. 209 at 120). After considering information submitted by Lorenc, Withers denied Lorenc's application for a full waiver. (R. 209 at 122). She was, however, offered a partial waiver based on her eligibility to receive some types of public assistance. (R. 209 at 122-125). That waiver consisted of a reduction in fees for the book deposit and student activity fee. Withers also offered to make arrangements for work in lieu of payment of the reduced amounts. See Addendum "E" at E-3.

Lorenc's appeal of Wither's November 5, 1988 decision was heard March 9, 1987. (R. 209 at 126). Lorenc was represented by counsel at that time and was given an opportunity to

2 Copies of Trial Exhibits referred to in this brief are found in Addendum "E".

3 Automatic fee waiver was based on criterion established by the State Policy and Granite Administrative Memorandum Twenty-Four. Those policies are reproduced in Addendum "C" and "D" respectively.

present evidence, cross-examine school district witnesses, and call her own witnesses. (R. 209 at 127-129). At the conclusion of the hearing, her application for a full waiver was again denied. (R. 209 at 128). See also Addendum "E" at E-6. The case was then tried before the Honorable Homer F. Wilkinson and plaintiff's complaint dismissed. (R. 103-104). This appeal followed. (R. 106).

SUMMARY OF ARGUMENT

Granite maintains that its fee waiver policy is constitutional. In addition, both the fee and waiver policies are consistent with Utah Statutes and the State Policy. Although Granite's policy limits automatic eligibility for full waivers to those receiving specified types of public assistance, that limitation is also consistent with state statute and the State Policy. The fact that eligibility for alternatives to a full waiver are unwritten and decided after application for waiver has been made does not invalidate either Granite's policies or procedure.

Granite also maintains that a four month interval between consideration of Lorenc's case and the appeal hearing on her case did not deprive Lorenc of her right to due process, particularly when scheduling of the second appeal was affected not only by Granite's actions but also those of her attorney.

ARGUMENT

I. STANDARD OF REVIEW

A. The Trial Court's Findings are Presumed Correct.

The Utah Supreme Court presumes that a trial court's findings of fact are correct. Hal Taylor Assoc. v. UnionAmerica, Inc., 657 P.2d 743, 747 (Utah 1982). If evidence is conflicting, the reviewing court assumes that the trial court believed those witnesses who favor its finding. Id. at 749. Those presumptions are overcome only if the challenger is able to show that the findings are not supported by substantial evidence in the record. Id. at 747. See also, Scharf v. BMG Corp., 700 P.2d 1068, 1070 (Utah 1985) ("an appellant must marshal all the evidence in support of the trial court's findings and then demonstrate that even viewing it in the light most favorable to the court below, the evidence is insufficient to support the findings.")

Although Lorenc has challenged the trial court's findings in her appeal, she has failed to carry her burden in showing that there is insufficient evidence to support those findings. The findings of the trial court are therefore presumed to be correct.

B. This Court Reviews the Trial Court's Conclusions of Law.

The Supreme Court does not defer to the trial court's interpretation of law. Betenson v. Call Auto & Equip. Sales, Inc., 645 P.2d 684 (Utah 1982). This brief will demonstrate why the trial court's conclusions are correct.

II. GRANITE MAY IMPOSE TEXTBOOK RENTAL FEES, AFTER-SCHOOL ACTIVITY FEES, AND FEES FOR OPTIONAL CONSUMABLE WORKBOOKS AND OPTIONAL PROJECTS.

A. Granite's Fee Policy is Consistent with the Utah Constitution and Utah Statute.

Both the Utah Constitution and state statute permit assessment of fees.⁴

Utah Const. Art. X, § 2 now provides in part:

Public elementary and secondary schools shall be free, except the Legislature may authorize the imposition of fees in the secondary schools. (Emphasis Added).

That provision includes the 1986 amendment which became effective July 1, 1987. Prior to that date and at the time the events herein occurred, Utah Const. Art. X, § 2 provided:

The common schools shall be free. The other departments of the system shall be supported as provided by law. (Emphasis Added).

"Common schools" meant only the first through eighth grades.

4 The complete text of all consitutional and statutory provi-
sions cited is found in Addendum "F".

Logan City School Dist. v. Kowallis, 94 Utah 342, 77 P.2d 348 (1938). Both constitutional provisions permit assessment of fees in grades nine through twelve.⁵

In 1986, the Utah Legislature authorized fees in secondary schools through enactment of Utah Code Ann. §§ 53-7a-1, -2 (Supp. 1987).⁶ The statutory authorization is well within the constitutional mandate and permits a local school district to authorize student fees under rules adopted by the State Board of Education. See, Id.

On June 3, 1986, the Utah State Board of Education then adopted the State Policy which sets forth standards governing assessment of fees in Utah schools. See Addendum "C". The State Policy provides in part that:

Standards

A. Classes and Activities During the Regular School Day.⁷

5 The language of the Utah constitution distinguishes this case from cases in which the state constitution provides for "free schools" without any reference to financial support or assessment of fees. See, e.g., Granger v. Cascade County School District No. 1, 499 P.2d 780 (Mont. 1972).

6 Utah Code Ann. § 53-2-1 et seq. which was in effect at the time events complained of in this case occurred has now been amended by Utah Code Ann. § 53A-1-101 et seq. effective February 2, 1988.

7 Regular school day was addressed by this court in Starkey v. Bd. of Educ. of Davis County Sch. Dist., 14 Utah 2d 227, 381 P.2d 718 (1963).

* * *

2. Textbook, lab and other course related fees may only be charged in grades nine through twelve.

* * *

4. Students of all grade levels may be required to provide materials for their optional projects.

* * *

B. School Activities Outside of the Regular School Day

1. Fees may be charged . . . in connection with any school-sponsored activity, regardless of the age or grade level of the student, if participation is voluntary and does not affect the students grade or ability to participate fully in any course taught during the regular school day.

The State Policy defined an optional project as "[a] project chosen and retained by a student in a vocational or other class where projects are part of the curriculum, in lieu of a meaningful and productive project otherwise available to the student which would require only school-supplied materials.

The only limitation in the State Policy affecting assessment of such fees is that:

3. Students must be able to enroll and participate in any class, and have the opportunity to acquire all skills and knowledge required for full credit and highest grades, without paying a fee.

B. Granite's Fee Policies are Within the Standards Prescribed in the State Policy.

Administrative Memorandum Number Twenty Four ("hereinafter Granite Memorandum") sets forth the fee policy of the Granite School District. It provides that:

5. Fees as approved by the local board of education may be charged for school activities outside of the regular school day.

6. Textbook, lab, and other course-related fees may only be charged in grades nine through twelve.

7. Students of all grade levels may be required to provide materials for their optional projects.

These standards mirror those set forth in the State Policy. Furthermore, the same limitation found in the State Policy is also found in the Granite Memorandum:

2. Students must be able to enroll and participate in any class, and have the opportunity to acquire all skills and knowledge required for full credit and highest grades, without paying a fee.

Granite's fee policy clearly incorporates and complies with the state standards. The fee schedule published in the Granite Memorandum reflects the fees approved by the Granite Board of Education for the 1986-1987 school year. See Addendum "D".

C. Fees Imposed by Granite for Which no Waiver is Permitted Allow Students to Enroll, Participate and Receive Full Credit and Highest Grades Without Payment of Fees.

Lorenc complains of the following fees: (R. 209 at 16, 21):

Book Rental (\$10.00 Refundable)	\$25.00 (Jr. High)
Book Rental (\$10.00 Refundable)	25.00 (Sr. High)
After School Activity (Optional)	5.00 (Jr. High)
After School Activity (Optional)	15.00 (Sr. High)
Workbook for Personal Finance (Optional)	6.00
Shop Optional Project Fee	13.00
Optional Art Fee	10.00

All of these fees are approved by the State Policy. (R. 68-69). A waiver is available for each of these fees except the optional shop project and art fees and consumable elective personal finance workbook.⁸ A waiver of these optional fees is not, however, required by the State Policy or Granite Memorandum.

Both policies provide that [s]tudents of all grade levels may be required to provide materials for their optional class projects. (R. 46, 71). The Lorenc children were able to enroll, participate, and receive full credit and highest grades in the courses related to those materials without purchasing those

⁸ Even though Lorenc did not qualify for a full waiver, she was offered partial waivers of all except the "consumable" portions of the optional shop project and art fee, and the consumable and elective personal finance workbook. (See, Addendum "E" at E-3).

materials and payment of those fees. (R. 209 at 74, 110). As a result, no waiver is required for those courses.

III. GRANITE MAY LIMIT ELIGIBILITY FOR FULL WAIVERS TO THOSE RECEIVING PUBLIC ASSISTANCE.

A. Granite's Fee-Waiver Policy is Authorized by Utah Statute and Complies with the Utah Board of Education School Fees Policy.

Utah Code Ann. § 53-7a-1 (Supp. 1987) permitted a local school district to authorize student fees under rules adopted by the State Board of Education. As noted above, fees authorized in Granite's Memorandum mirror those standards. Utah Code Ann. § 53-7a-2 (Supp. 1987), however, conditioned assessment of fees by the local board of education upon availability of waivers "to ensure that no student is denied the opportunity to participate because of an inability to pay the required fee, deposit, or charge." Nowhere in the statute itself or legislative history was "inability to pay" defined. Fortunately, some detail is provided by the State Policy which provides for waivers as follows:

Fee waivers or other provisions in lieu of fee waivers are available to all students who are in state custody or receiving public assistance in the form of aid to dependent children, general relief, supplemental income, or foster care, and others whose parents or guardians are financially unable to pay. (Emphasis Added).

Inability to pay is defined, at least in part, as those receiving the enumerated public assistance. Unfortunately a vague "catch

all" provision is then included which still leaves open the question of how to define inability to pay. Precise definition was left to the local school board.

Accordingly, Granite's fee-waiver policy as set forth in Administrative Memorandum Number Twenty Four specifically provides:

Fees, as identified by the Granite School District Board of Education, will be waived in accord with Utah State Board of Education standards for students whose parents or legal guardians are the recipients of public assistance in the form of Aid to Dependent Children, General Relief, Supplemental Security Income, Foster Care, or other benefits provided through the Department of Social Services due to a limited financial ability with the family. (The receipt of unemployment compensation and/or free or reduced price school lunches does not constitute public assistance as above defined.)

Although the operative language is nearly identical to that of the State Policy, Granite adds the phrase "or other benefits provided through the Department of Social Services due to a limited financial ability within the family" to more clearly define inability to pay. This definition specifies that those eligible for waivers must be eligible to receive either the enumerated federal or state benefits or other benefits provided through the Department of Social Services due to limited financial ability within the family. It is not only within the mandate of Utah Code Ann. § 53-7a-2 (Supp. 1987), requiring the local board to

provide waivers, but also articulates and gives notice of the applicable standard governing eligibility for such waivers. The Granite policy imposes a less arbitrary guideline than that found in either the statute itself or the State Policy.

Although the Granite definition is more specific than the language in the State Policy, the definition is consistent with the state standard and the procedure envisioned by the legislature for making such determinations. Utah Code Ann.

§ 53-2-12(2) (Supp. 1987) provided that:

(2) The [state] board may adopt rules and guidelines which have broad application, as opposed to the direct governance, management, and operation of school districts, institutions, and programs, in accordance with the board's responsibilities under the constitution and state laws.

That provision permitted the State Board of Education to adopt broad rules and guidelines but leaves to the local board the responsibility for managing specific programs. More particularly, with respect to the fee waiver policy, the local district is charged with making the factual determination of whether a given individual is able to pay the school fees assessed. (R. 146, 147). By specifying those who are eligible for waivers, Granite's definition makes such a determination.

The trial court agreed with this analysis, finding that the State Board had failed to give definitive guidelines to the

school districts for ascertaining when a patron is unable to pay assessed fees. That failure left the responsibility to determine the criterion that best served the interests of the patrons of the local districts to the local board.

Granite's fee-waiver policy is consistent with both state statute and State Board of Education guidelines. Its definition of "inability to pay" enables more uniform application of the waiver guidelines.

B. "Inability to Pay" is Determined by the Local District Rather than the State Board.

Lorenc contends that the "inability to pay" language of the statute and State Policy requires Granite to provide her with a waiver. The unstated assertion is that her economic condition would make her eligible for a fee waiver under the State Policy definition but not under the Granite definition. In support of that contention, Lorenc asserts that her monthly income is below the federal poverty guideline and therefore that she is unable to pay. See Addendum "E" at E-2. She admits, however, that she does not receive any public assistance as is enumerated in the State Policy or Granite Memorandum. (R. 209 at 17).

The fact that Lorenc's monthly income is below the federal poverty guideline does not automatically qualify her for the various types of assistance available through the department of

Social Services. It also does not automatically qualify her for a waiver under the State Policy. As noted by the State Superintendent of Education at trial, the local district and not the state board makes the determination as to when a patron is unable to pay assessed fees. (R. 146, 147).

Although Granite's definition does not use the federal poverty guidelines as a guide, it complies with both the State Policy and Utah statute.

IV. GRANITE'S FEE WAIVER POLICY AND PROCEDURE ARE CONSTITUTIONAL.

A. Appellant's Constitutional Rights Have Not Been Violated by Delay.

Gwen Lorenc claims that her constitutional right to due process was violated due to delay in having her case considered by Granite. That claim is without merit.

Due process requires that every party must have an opportunity to be heard and introduce evidence to establish his case or defense. See, Utah Const. art. I, § 7. See also, Celebrity Club, Inc. v. Utah Liquor Control Comm'n, 657 P.2d 1293, 1296 (Utah 1982). Lorenc has had three such opportunities. The first was in her initial meeting with McKell Withers of the Granite District Office People's Services on November 5, 1987. At trial Withers testified that he considered Mrs. Lorenc's gross income and letter reciting her income and family size at that

initial meeting. (R. 209 at 121). See Addendum "E" at E-2. She had ample opportunity at that time to submit any and all information she wished. (R. 209 at 121, 125).

Lorenc had a second opportunity to be heard and introduce evidence at the hearing held March 9, 1987. At that hearing, she had the added benefit of being represented by counsel and presenting witnesses to support her claims. (R. 209 at 127). The third opportunity arose at the trial of this case. Lorenc was again represented by counsel and called several witnesses to support her position.

Due process also requires that remedies shall be administered without unnecessary delay. See, Utah Const. art I, § 11. There was no delay in hearing Lorenc's application. The interval between the initial application for a fee waiver on September 5 and the meeting with McKell Withers on November 5, in which her claims were considered, was only one month. After the November 5 hearing and Withers's consideration of the supplemental information she had submitted, Lorenc requested a second hearing for reconsideration of the matter. That hearing was held March 9, 1987. The interval between the November hearing and the March 9 appeal before the school district was four months and four days. These short intervals are not delays which deprive Lorenc of her right to due process.

Lorenc cites Plitt v. Madden, 413 A.2d 867, 873 (Del. 1980) in support of her claim that the delay involved herein is unconstitutional. The case is distinguishable in several respects. In Plitt, a learning disabled child was prevented from receiving educational opportunities for half of the school year due to the schools's delay in considering the educational needs of plaintiff's child. The court held that when coupled with the failure to give parents notice of the meeting at which the child's handicapping condition was considered and lack of opportunity to be heard there was denial of due process. Id. The Lorenc case is clearly distinguishable. The Lorenc children were not prevented from attending school, did not suffer similar harm during the period that the Lorenc appeal was pending, and Lorenc was given adequate notice of each appeal and an opportunity to be heard.

Even if there were significant delay involved in this case, delay alone does not give rise to a claim that due process rights have been violated. See, e.g., in United States v. Eight Thousand Eight Hundred and Fifty Dollars (\$8,850) in United States Currency, 461 U.S. 555, 76 L.Ed. 2d 143, 103 S.Ct. 2005 (1983), (an eighteen month delay in filing a civil forfeiture proceeding did not violate due process where the government's actions were explained, there was nothing to trigger a speedier

filing and claimants' ability to defend was not affected). In the Lorenc case, Granite's efforts to schedule a timely hearing are apparent and Lorenc's ability to present her claims was not impaired in the four month period. Lorenc has had ample opportunity to be heard and has not been deprived of her right to due process.

Furthermore, Lorenc should not be permitted to complain of "delays" caused in part by her and her legal counsel. McKell Withers testified at the trial concerning scheduling of the appeal hearing. (R. 209 at pp. 125-126). He stated that following the hearing on November 5, 1986, Lorenc was given an opportunity to present additional evidence, which Withers received about November 11. (R. 209 at 125). Withers then notified Mr. Plenk that the appeal hearing would be scheduled for early January. After crossing phone messages and Plenk's cancellation of two hearing dates, the hearing was finally scheduled for March 9, 1988. (R. 209 at 126). Lorenc should not now be allowed to complain of delay when scheduling difficulties were caused, at least in part, by her own counsel; particularly when only a four-month interval elapsed between the two appeal hearings.

B. Granite Gives Adequate Notice of its Waiver Policy.

Lorenc also claims that Granite does not give adequate notice of its waiver policy. Again, her claim is unfounded. In

fact, notices are given to both students and parents. The first notice was given when the class schedule for the coming school year was published in the February issue of the school newspaper in preparation for registration for the upcoming school year. (R. 209 at 64).

A second notice of the waiver policy appeared in the cover letter for registration materials which was sent directly to each student from the high school on August 4, 1986. Kenneth C. Grenier, principal at Granger High School, testified at trial that both the August 4 letter and a second letter from the district office dated July 16, 1986, were mailed to Mrs. Lorenc at the address shown in the school records. (R. 209 at 68).

Mr. David Stevens, principal at Westlake Junior High School similarly testified that the district office letter was mailed to all students registered at the school along with a letter written by Mr. Stevens. (R. 209 at 105). These letters and the newspaper article provided ample notice to Lorenc that waivers were available.

Lorenc's second complaint regarding notice is that the content of Granite's notices were insufficient. Again, that is not the case. The newspaper notice stated that "Granger High School has a waiver policy based on the individual needs of students. Contact the administration if there are questions

regarding the payment of the above-listed fees." (R. 209 at 64). A copy of the relevant page of that newspaper appears in Addendum "E" at E-4. If a student who contacts the administration is not automatically eligible for a waiver, the administration then refers him or her to pupil services at the district offices where individual circumstances are considered after presentation of evidence. (R. 209 at 18, 79, 92). The notice given by the newspaper is adequate to direct potential fee waiver applicants to the relief to which they are entitled.

The July 16 letter from the district to all parents is even more detailed than the newspaper and reproduces relevant sections from the Granite Memorandum verbatim. See Addendum "E" at E-5. It gives notice that waivers are available when there is a limited financial ability within the family and that alternatives to fee waiver are available if desired. It also alerts the parent or student that a waiver is obtained by making written application to the school principal. As with the newspaper notice, students or parents who petition for a waiver but are ineligible for a full waiver are referred to the district administrator in charge of fee waiver applications where their particular case is considered in detail.

Lorenc's complaint is that merely by reading these notices, a person who is not receiving one of the enumerated

types of public assistance will not be able to tell precisely what waiver he will receive if he chooses to apply. When the many variations of income levels and public assistance are considered, however, it is clear that it would be burdensome, if not impossible, to publish such a policy. It is the patrons' responsibility to inquire if there is a limited financial ability within the family which makes them unable to pay.

Requiring waiver applicants to apply in order to determine precisely what is available to them does not deprive those potential recipients of their due process rights. The procedure is similar to that employed by the Department of Social Services which requires potential applicants to inquire concerning benefits to which they may be entitled; there is no outreach effort or notice to the general public concerning those benefits.

Granite does provide ample notice of the availability of fee waivers and the content of those notices adequately informs parents that waivers are available to those with financial difficulty. Requiring waiver applicants to apply before precise benefits can be determined in some cases does not invalidate the procedure.

CONCLUSION

This appeal involves Lorenc's insistence that she should be eligible for fee waivers for her children. She


repeatedly maintains that she should be eligible for those waivers because, in her judgment, she is unable to pay the fees assessed by Granite schools. She claims that Granite's waiver policy is unconstitutional, inconsistent with the State Policy and unauthorized by Utah statute.

It is clear, however, that the Utah constitution, state statute and the State Policy permit assessment of school fees. The availability of waivers is similarly permitted by state statute and the State Board of Education for those who are "unable to pay." The fact that some applicants who claim to be "unable to pay" will not be eligible for a waiver under Granite's guidelines does not make those guidelines invalid. "Inability to pay" is not determined by each individual applicant. Rather, it is a factual determination that is made by the school district. Granite has adopted specific guidelines for making that determination. Those guidelines are consistent with both state law and the State Policy and accordingly are valid.

Lorenc also complains that her constitutional right to due process was violated by the lapse of a four-month period between the two appeal hearings. This argument, too, is without merit. Granite acted in a timely manner in considering Lorenc's application and Lorenc has had amply opportunity to be heard in satisfaction of her due process rights.

Requiring Granite to provide waivers to all applicants who claim they are "unable to pay" would make the constitutional and statutory provisions permitting assessment of fees meaningless. Judgment of the trial court should be affirmed and this Court should enter an order affirming dismissal of Lorenc's complaint with prejudice.

DATED this 12 day of April, 1988.


M. Byron Fisher
Diane H. Banks
FABIAN & CLENDENIN, A
Professional Corporation
Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 12 day of April, 1988, I caused four true and correct copies of the foregoing Brief of Respondents to be mailed to:

Bruce Plenk
Utah Legal Services, Inc.
124 South 400 East, 4th Floor
Salt Lake City, UT 84111



DHB:040488A

M. Byron Fisher, A1082
FABIAN & CLENDENIN,
a Professional Corporation
Attorneys for Defendants
Twelfth Floor
215 South State Street
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Telephone: (801) 531-8900

~~Salt Lake County~~
JUL 2 1987
H. Dixon: Deputy Clerk 3rd Dist Court
By B. A. Childs
Deputy Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

GWEN LORENC,	:	
Plaintiff,	:	JUDGMENT
v.	:	
JOHN REED CALL, in his	:	Civil No. C-87-01032
official capacity as	:	Judge Homer Wilkinson
Superintendent of Schools	:	
of the Granite School District,	:	
and THE BOARD OF EDUCATION	:	
OF GRANITE SCHOOL DISTRICT,	:	
Defendants.	:	

Trial of this matter having been completed before this Court, the Honorable Homer F. Wilkinson, Judge presiding, on May 18, 1987, and closing arguments having been completed May 19, 1987 and legal counsel for plaintiff, Bruce A. Plenk, and legal counsel for defendants, M. Byron Fisher, having presented memoranda, submitted the matter for decision. The Court being fully advised and having entered its Findings of Fact and Conclusions of Law, now enters the following:

JUDGMENT

Judgment is hereby awarded to defendant, no cause of action, plaintiff's Complaint is dismissed with prejudice, each party to bear their own costs herein.

DATED this 2 day of June, 1987.

John F. Melhorn
District Judge

APPROVAL AS TO FORM:

Bruce A. Plenck
Bruce A. Plenck
Attorney for Plaintiff

ATTEST
H. DIXON HINDSLEY
Clerk
S. A. Shields
Deputy Clerk

CERTIFICATE OF MAILING

I hereby certify that I caused to be mailed, postage prepaid, a true and correct copy of the foregoing Judgment to Bruce A. Plenck, Attorney for Plaintiff, Utah Legal Services, Inc., 124 South Fourth East, 4th Floor, Salt Lake City, Utah 84111, this 2 day of June, 1987.

Mary Ann Fowler

MBF:060887B

Salt Lake County Utah

JUL 2 1987

H. Dixon Hindley, Clerk 3rd Dist. Court
By B. A. Childs
Deputy Clerk

M. Byron Fisher, A1082
FABIAN & CLENDENIN,
a Professional Corporation
Attorneys for Defendants
Twelfth Floor
215 South State Street
Salt Lake City, Utah 84111
Telephone: (801) 531-8900

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

GWEN LORENC,	:	
	:	
Plaintiff,	:	FINDINGS OF FACT AND
	:	CONCLUSIONS OF LAW
v.	:	
	:	
JOHN REED CALL, in his	:	Civil No. C-87-01032
official capacity as	:	Judge Homer Wilkinson
Superintendent of Schools	:	
of the Granite School District,	:	
and THE BOARD OF EDUCATION	:	
OF GRANITE SCHOOL DISTRICT,	:	
	:	
Defendants.	:	

This matter came for trial before the Honorable Homer Wilkiinson on May 18, 1987. The parties were present. Bruce A. Plenk represented plaintiff. M. Byron Fisher represented defendants. The Court received evidence and testimony, the matter was argued to the Court on May 19, 1987 and submitted for decision. The Court being fully advised, and the parties having filed Memoranda to the Court, now makes the following:

FINDINGS OF FACT

1. Plaintiff is a resident of Salt Lake County and of the Granite School District.

2. Plaintiff is a single parent having been divorced. Plaintiff was awarded custody of her six minor children. Pertinent to these proceedings, Catherine is 17 years of age and a senior at Granger High School, Michael Lorenc is 15 years of age and in the 9th grade at West Lake Junior High School, and Brandi is 13 years of age and in the 7th grade at West Lake Junior High School.

3. During the 1986-87 school year, ^{Granger}~~Kearns~~ High School assessed fees for students of book rental \$25 (\$10 refundable), after-school activity fee \$15 (optional), yearbook \$20 (optional) and for Catherine to take a personal finance class \$6 for a consumable workbook, \$32 graduation cap and gown rental (optional).

4. During the 1986-87 school year, West Lake Junior High School assessed its students book rental \$25 (\$10 refundable), after-school activity fee \$5 (optional), memory book and for Michael \$13 woodwork shop expenses for class project materials.

5. In 1986, the State legislature enacted legislation as to a state policy regarding student fees, deposits or other charges, (53-7a-1, U.C., 86-87) and a fee waiver provision (53-7a-2, U.C., 86-87).

6. In response to the legislative mandate, in ^{June}~~July~~, 1986, the State School Board of Education adopted Rules and Regulations to implement a fee, deposit and charges policy and a fee waiver policy.

7. In July, 1986, Granite School District adopted rules and regulations for a school district fee schedule and fee waiver policy by adopting the State regulations and implementing the school district policy.

8. In the fee waiver section of the legislation (53-7a-2, U.C., 86-87), the legislature did not define the criteria necessary to determine a fee waiver as to when a student would be allowed to "participate because of an inability to pay the required fee."

9. The State Board of Education failed to provide any criteria in its Rules and Regulations as to the determination of "inability to pay" except as to those students who were participants in State aid programs.

10. The State Board of Education failed to provide any regulations as to partial fee waivers.

11. Granite School District Board of Education properly assumed the responsibility to establish its own regulations to determine a reasonable basis for fee waivers and to determine whether a student was unable to pay the fees as assessed.

12. Granite School District fee policy conforms to the statutory requirements and the State Regulations in that

a. Book rental fees are appropriate fees to be assessed.

b. After school activity fees may be charged as long as these charges are optional to the student.

c. Fees for classes may be charged for consumable materials or materials to be taken by the student from the school such as class workbooks and materials used in a student project such as wood shop or art class.

d. Fees for yearbooks and memory books are appropriate charges since these items are optional to the student.

e. Fees for caps and gowns are not school charges and should not be handled as a school charge.

13. The Granite School District fee waiver policy conforms to the statutory requirements.

14. Plaintiff was not a recipient of state or public assistance at the time these charges were assessed.

15. Plaintiff made application for consideration of a fee waiver for her children.

16. At the time of this action, plaintiff was employed making approximately \$1,300 per month income.

17. Plaintiff has not sought to enforce the child support payments from the children's father which were awarded in Decree of Divorce but did request assistance to pay night class fees.

18. Catherine has taken night school classes and has paid \$125 tuition for those classes, \$50 of which came from the child's natural father when plaintiff requested his assistance.

19. Plaintiff requested a fee waiver for Catherine at the time of registration in the fall of 1986 to Granger High School.

20. The request for fee waiver pursuant to the School District fee waiver policy was heard by the Superintendent's designee in November, 1986, and at plaintiff's request was reheard in February, 1987.

21. The hearing officer recommended a partial fee waiver for plaintiff's children based upon plaintiff's income and the fact that plaintiff did not qualify for and had not obtained assistance from State or Federal aid programs or from private aid programs.

22. The School District fee waiver policy as implemented meets with the statutory requirement of determining a student's inability to pay the assessed appropriate fees.

23. Partial fee waivers are appropriate in this situation based upon the School District regulations which were implemented for matters which the State School Board failed to regulate and for which guidelines were not provided.

24. Notice of the School District fee waiver policy to plaintiff was adequate and met the State guidelines.

25. Fee waiver policies should apply to fees charged for school sponsored activities such as after school activity fees.\

CONCLUSIONS OF LAW

1. This Court has jurisdiction over the claims herein and the parties hereto.

2. The charging of fees to students as outlined herein were appropriate fees and are not an abrogation of the

constitutional right to a free education as provided in the Constitution of the State of Utah.

3. The fee policy as implemented by the Granite School District met the requirements of the law and the regulatory requirements of the State Board of Education.

4. The fee waiver policy as implemented by Granite School District meets the requirements of the law and of the statutory authority for determination of a student's inability to pay the fees appropriately assessed.

5. The State Board of Education Rules and Regulations are deficient in providing the school district with guidelines in the fee waiver regulations to 1) give notice to students of waiver policies, 2) determine a student's inability to pay, 3) establishing a hearing procedure to review requests for fee waiver, 4) in providing for partial fee waivers.

6. The Granite School District acted properly and within the statutory authorization to establish regulations and procedures to meet the requirements of the law which the State Board of Education failed to establish.

7. The Granite School District hearing procedure meets the legal requirements of notice, presentation of evidence, representation by legal counsel and a final written decision.

8. The Granite School District did not act arbitrarily or capriciously in determining plaintiff's ability to pay a portion of the student fees assessed.

9. Plaintiff should pay the fees as assessed under the partial fee waiver as authorized by the hearing officer.

10. Fee waivers should not apply to optional charges and charges for consumable materials such as consumable work books and wood shop projects which are taken by the student.

11. Judgment should be entered for defendants, no cause of action, each party should assume their own costs.

DATED this 2 day of June, 1987.

APPROVAL AS TO FORM:

B. A. Plenck
Bruce A. Plenck
Attorney for Plaintiff

J. F. Melhorn
District Judge

ATTEST
H. DIXON HARRIS BY

B. A. Shields
Deputy Clerk

CERTIFICATE OF MAILING

I hereby certify that I caused to be mailed, postage prepaid, a true and correct copy of the foregoing Findings of Fact and Conclusions of Law to Bruce A. Plenck, Attorney for Plaintiff, Utah Legal Services, Inc., 124 South Fourth East, 4th Floor, Salt Lake City, Utah 84111, this 8th day of June, 1987.

Mary Ann Fowler

MBF:060887A

RULES OF THE STATE BOARD OF EDUCATION

SCHOOL FEES POLICY

(Adopted by the State Board of Education on June 3, 1986)

PHILOSOPHY STATEMENT

Utah has a strong tradition of supporting free public education for all of its children. A commitment to free elementary and secondary schools was included in the state's first constitution, and has continued to be recognized in the constitution and statutes to this day.

Despite the commitment to free education, funding shortfalls have, over the years, led to the emergence of a confusing system of official and unofficial fees, charges, and deposits in Utah's schools, some of which appear to have been excessive or arbitrarily set and administered.

Utah law requires parents to enroll and ensure the attendance of their children in school, and sets criminal penalties for those who fail to do so. It seems inconsistent to establish such laws and penalties if the ability of parents and children to comply is compromised by a system of fees that may exclude some of the needy from school-sponsored programs and activities. Since fees rarely pay the full cost of school-sponsored programs, the result of a system of mandatory fees is that those most able to pay are enrolled and subsidized, while those least able to pay may be excluded.

The purpose of this policy is to permit the orderly establishment of a reasonable system of fees, while prohibiting practices that would exclude those unable to pay from participation in school-supported activities.

APPLICABLE LAW

Enabling Act: §3(4); Utah Constitution: Art III §4, Art X §1, Art X §2; Utah Code: §§53-4-7, 53-4-7.5, 53-7a-1, 53-7a-2, and 53-13a-1; Utah Supreme Court cases: Logan District v. Kowallis, 77 P2d 350 (1938), Starkey v. Board of Education, 381 P2d 718 (1963).

DEFINITIONS

Fee: Any charge, deposit, rental, or other mandatory payment, however designated, whether in the form of money or goods. For purposes of this policy, charges related to the National School Lunch Program are not fees.

Provision in Lieu of Fee Waiver: An alternative to fee payment and waiver of fee payment.

Student Supplies: Items which are the personal property of a student which, although used in the instructional process, are also commonly purchased and used by persons not enrolled in the class or activity in question and have a high probability of regular use in other than school-sponsored activities. The term includes pencils, papers, notebooks, crayons, scissors, basic clothing for healthy lifestyle classes, and similar personal or consumable items over which a student retains ownership.

Optional Project: A project chosen and retained by a student in a vocational or other class where projects are part of the curriculum, in lieu of a meaningful and productive project otherwise available to the student which would require only school-supplied materials.

Textbook: Book, workbook, and materials similar in function which are required for participation in any instructional course.

Waiver: Release from the requirement of payment of a fee and from any provision in lieu of fee payment.

STANDARDS

A. Classes and Activities During the Regular School Day.

1. No fee may be charged for any class or activity in Kindergarten through eighth grade, including assemblies and field trips.
2. Textbook, lab, and other course-related fees may only be charged in grades nine through twelve.
3. Students must be able to enroll and participate in any class, and have the opportunity to acquire all skills and knowledge required for full credit and highest grades, without paying a fee.
4. Students of all grade levels may be required to provide materials for their optional projects.
5. Student supplies must be provided for elementary students. A student may, however, be required to replace supplies provided by the school which are lost, wasted, or damaged by the student due to careless or irresponsible behavior.
6. Secondary students may be required to provide their own student supplies, subject to the provisions of Subsection C5.

B. School Activities Outside of the Regular School Day

1. Fees may be charged, subject to the provisions of Subsection C5, in connection with any school-sponsored activity, regardless of the age or grade level of the student, if participation is voluntary and does not affect a student's grade or ability to participate fully in any course taught during the regular school day.

2. Fees related to extracurricular activities sponsored by the Utah High School Activities Association may not exceed limits established by the Association.

C. General Provisions

1. No fee may be charged or assessed in connection with any class or school-sponsored or supported activity, including extracurricular activities, unless the fee has been set and approved by the local board of education in accordance with this policy.
2. Fee schedules and policies for the entire district shall be adopted at least once each year by the local board of education in a regularly scheduled public meeting of the board. Provision shall be made for broad public notice and participation in the development of fee schedules and waiver policies.
3. Each district shall adopt procedures to reasonably ensure that the parent or guardian of each child who attends school within the district receives written notice of final fee schedules and fee waiver policies, including easily understandable procedures for obtaining waivers, as soon as possible prior to the time when fees become due. Copies of the schedules and waiver policies shall be included with all registration materials provided to potential or continuing students.
4. No present or former student may be denied receipt of transcripts or a diploma for failure to pay school fees other than a reasonable charge made to cover the cost of duplicating or mailing. No charge may be made for duplicating or mailing copies of school records to an elementary or secondary school in which the student is enrolled or intends to enroll.
5. A board of education shall provide, as part of any fee policy or schedule, for adequate waivers or other provisions to ensure that no student is denied the opportunity to participate in a class or school-sponsored or supported activity because of an inability to pay a fee.

The waiver policy shall include procedures to ensure that:

- (a) A person is designated in each school to administer the policy and grant waivers;
- (b) The process for obtaining waivers or pursuing alternatives is administered fairly, objectively, and without delay, and avoids stigma and unreasonable burdens on students and parents;
- (c) Students who have been granted waivers or provisions in lieu of fee waivers are not treated differently from other students or identified to persons who do not need to know;

- (d) Fee waivers or other provisions in lieu of fee waivers are available to all students who are in state custody or receiving public assistance in the form of aid to dependent children, general relief, supplemental security income, or foster care, and others whose parents or guardians are financially unable to pay.
 - (e) Textbook fees are waived for all eligible students in accordance with Section 53-13a-4 of the Utah Code;
 - (f) Parents are given the opportunity to review proposed alternatives to fee waivers;
 - (g) An appeal process is available, including the opportunity to appeal to the board or its designee; and
 - (h) The board provides for balancing of financial inequities among district schools if the granting of waivers and alternatives to waivers produces significant inequities through unequal impact on individual schools.
6. To preserve equal opportunity for all students and to limit diversion of money and school and staff resources from the basic school program, each district's fee policies shall be designed to limit student expenditures for school sponsored activities, including expenditures for activities, uniforms, clubs, clinics, travel, and subject area and vocational leadership organizations whether local, state, or national.
 7. Expenditures for uniforms, costumes, clothing, and accessories, if other than typical student dress, which are required for participants in choirs, pep clubs, drill teams, athletic teams, bands, orchestras, and other student groups, are fees requiring approval of the local board of education, and are subject to the provisions of Subsection C5.
 8. The requirements of fee waiver and availability of other provisions in lieu of fee waiver do not apply to charges assessed pursuant to a student's damaging or losing school property. Schools may pursue reasonable methods for obtaining payment for such charges, but may not exclude students from school or withhold transcripts or diplomas to obtain payment of those charges.
 9. Charges for class rings, letter jackets, and similar articles not required for participation in a class or activity are not fees and are not subject to the waiver requirements of this policy.

GRANITE SCHOOL DISTRICT

340 EAST 3545 SOUTH • SALT LAKE CITY, UTAH 84115

Telephone 801



July 29, 1986

ADMINISTRATIVE MEMORANDUM NUMBER TWENTY-FOUR

CHARGING OF FEES IN GRANITE SCHOOL DISTRICT

In accord with guidelines and standards adopted by the State Board of Education, the Granite Board of Education on July 15, 1986 formally implemented a new set of school fees and a school fee waiver policy. In accord with state board standards, **no fees may be assessed that have not been approved by the Granite Board of Education.** It is, therefore, imperative that principals and faculty are conversant with approved fees and waiver policy.

By way of summary, the new state standards specify the following:

1. Each district shall adopt procedures to reasonably ensure that the parent or guardian of each child who attends school within the district receives written notice of final fee schedules and fee waiver policies, including easily understandable procedures for obtaining waivers, as soon as possible prior to the time when fees become due.
2. Students must be able to enroll and participate in any class, and have the opportunity to acquire all skills and knowledge required for full credit and highest grades, without paying a fee.
3. No fee may be charged for any class or class activity in kindergarten through eighth grade, including assemblies and field trips.
4. Student supplies must be provided for elementary students. A student may, however, be required to replace supplies provided by the school which are lost, wasted, or damaged by the student due to careless or irresponsible behavior.
5. Fees, as approved by the local board of education, may be charged for school activities outside of the regular school day.
6. Textbook, lab, and other course-related fees may only be charged in grades nine through twelve.
7. Students of all grade levels may be required to provide materials for their optional projects.

8. The local board of education shall provide, as part of any fee policy or schedule, for adequate waivers or other provisions to ensure that no student is denied the opportunity to participate in a class or school-sponsored or supported activity because of a demonstrated inability to pay a fee.
9. The requirements of fee waiver and availability of other provisions in lieu of fee waiver do not apply to charges assessed pursuant to a student's damaging or losing school property. Schools may pursue reasonable methods for obtaining payment for such charges, but may not exclude students from school or withhold transcripts or diplomas to obtain payment of those charges.

GRANITE SCHOOL DISTRICT

SCHOOL FEE SCHEDULE

1986-87

Junior High

Book Rental (9th)	\$25.00 (\$10 Refundable)
Memory Book (optional)	\$ 5.00
After School Activity Fee (optional)*	\$ 5.00

Senior High

Book Rental	\$25.00 (\$10 Refundable)
Driver Education	\$10.00
Yearbook (optional)	\$20.00
After School Activity Fee (optional)*	\$15.00

- * The following examples of after-school activities may be funded from student activity fees:

Banquets	Equipment & Uniforms
Dances	Concerts, Musicals and
Student Clubs	Performances
Awards	Promotions & Graduation
	U.H.S.A.A. Sponsored Events

FEE WAIVER

Fees, as identified by the Granite School District Board of Education, will be waived in accord with Utah State Board of Education standards for students whose parents or legal guardians are the recipients of public assistance in the form of Aid to Dependent Children, General Relief, Supplemental Security Income, Foster Care, or other benefits provided through the Department of Social Services due to a limited financial ability within the family. (The receipt of unemployment compensation and/or free or reduced price school lunches does not constitute public assistance as above defined.)

A student desiring fee waivers will present to the principal of the school a written communication provided by the Utah Department of Social Services or the Social Security Office in the case of "Supplemental Security Income" verifying the need for the waiver. Upon receipt of such verification, the principal will waive requested fees for the student. In the event that the student bringing forward the verification desires an accommodation other than fee waiver, the principal, with the permission of the parent or legal guardian, may provide an alternative to the payment of the fee or the waiver. Such may include a deferred payment schedule, a reduced payment schedule, or a provision for a work/service program. The principal and staff will maintain confidentiality with reference to students who have received waivers or alternatives to waivers.

In order to share equally the financial implications which come at the school level from fee waivers, PARTICIPATION FEES paid at each junior high school and each high school will be remitted to the office of the Business Administrator/Treasurer for equitable distribution among the junior high schools and among the senior high schools.

Parents whose students have been denied a fee waiver may appeal to the Granite School District office of Pupil Services for review. In the event that Pupil Services feels a waiver is warranted, the principal and a Pupil Services designee will meet with the Area Assistant Superintendent who will make a determination in the matter.

PARTICIPATION FEE SCHEDULE AND REMITTANCE DATE TO DISTRICT

The junior and senior high schools have had extreme difficulty securing enough funds to operate the activity programs. Most of the secondary schools have had to use supplemental funding for activities. The smaller schools and schools with large numbers of students on public assistance are severely impacted. A participation fee provides money to offset the cost of uniforms, equipment, supplies, officials, supervision and waivers as newly required.

Tryouts for activities requiring participation fees must be conducted and the participants must be selected before participation fees are assessed.

Following are the approved participation fees and schedule for remitting same to Granite School District for 1986-87:

Junior High

<u>Activities</u>	<u>Fee</u>	<u>Remittance Date</u>
Volleyball	\$5.00	September 19, 1986
Basketball	5.00	November 21, 1986
Gymnastics	5.00	November 21, 1986
Wrestling	5.00	November 21, 1986
Track	5.00	April 17, 1987
Individual Maximum	10.00	

Senior High

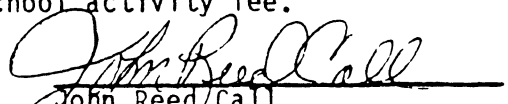
<u>Activities</u>	<u>Fee</u>	<u>Remittance Date</u>
Cheerleaders	\$10.00	September 19, 1986
Cross Country	10.00	September 19, 1986
Debate	10.00	September 19, 1986
Drill Team	10.00	September 19, 1986
Football	25.00	September 19, 1986
Golf (Men)	10.00	September 19, 1986
Pep Club	10.00	September 19, 1986
Tennis (Women)	10.00	September 19, 1986
Volleyball	15.00	September 19, 1986
Basketball	25.00	November 21, 1986
Swimming	15.00	November 21, 1986
Wrestling	20.00	November 21, 1986
Golf (Women)	10.00	April 17, 1987
Soccer	20.00	April 17, 1987
Tennis (Men)	10.00	April 17, 1987
Track	15.00	April 17, 1987
Individual Maximum	50.00	

There will be no refunds of participation activity fees once funds are remitted to district office for disbursement to schools.

REFUNDS OF REQUIRED FEES

First Four Weeks	Full Refund
First Term	Three-fourths Refund
Second Term	One-half Refund
Third Term	One-fourth Refund
Last Nine Weeks	No Refund

The refund schedule above pertains to the following fees assessed to students in grades 9 -12 : book rental (\$10 refunded regardless of time period if all books turned back in), driver education, and after school activity fee.


John Reed Call
Superintendent

September 5, 1986

Gwen Lorenc
2821 So. 3095 W.
West Valley, UT 84119

Dear Mr. Greiner.

On Wednesday September 3, I requested a waiver for my daughter Catherine's school fees. You felt that according to district policy you could not grant waivers to anyone who is not on public assistance, such as myself. I would like to request a fair hearing in this matter and would appreciate your help in this matter. I can be reached at 328-2561 during the day and my home phone is 972-3178.

Thank you.

Gwen Lorenc

ADDENDUM "E"

E-1

000029

September, 22, 1986

McKell Withers
Granite School District
340 E. 3545 So.
Salt Lake City, UT 84115

Dear Mr. Withers,

This letter is in response to your request for further information regarding my request for a school fee waiver.

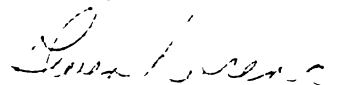
I currently have six children in the Granite school district full time. Their names, ages, schools, and grades are as follows:

Catherine E., 17, Granger High School, senior
Michael P., 14, West Lake Junior High, ninth
Brandi M., 12, West Lake Junior High, seventh
Levi C., 10, Stansbury, fifth
Jacob W., 9, Stansbury, fourth
Zachary C., 6, Stansbury, first

I work full time and am not on any form of assistance at the present time. My family qualifies for both food stamps and free school lunch. I make \$1,370.00 a month of which I net \$1,006.00. Of this, \$430.00 goes to my house payment. Approximately \$550.00 is spent monthly on shelter costs. I feel what is left is not enough to support all seven members of my family and pay additional school fees. According to 1985 poverty guidelines, my family of seven is on level with the national poverty scale. I am also concerned about my children not being able to fully participate in school because of their mothers inability to pay fees. It has been hard for me as a parent to see my children excluded from activities because of my inability to pay fees (student body elections, shop class projects, etc). These things are a concern to me not just for my own children but for all the children in families like mine. Also, my daughter qualified for a waiver during the 85-86 school year and our circumstances have not changed except that I have one more child in junior high school. I hope you would take these factors into consideration when you make your decision.

I would appreciate an appointment with you at your earliest possible convenience to discuss this matter. Thank you.

Sincerely,



Work phone 328-2561, Home 972-3178

ADDENDUM 'E'

000030

GRANITE SCHOOL DISTRICT

340 EAST 3545 SOUTH • SALT LAKE CITY, UTAH 84115

Telephone (801)



November 5, 1986

Gwen Lorenc
2821 South 3095 West
West Valley City, Utah 84119

Dear Ms. Lorenc,

Thank you for meeting with me this morning. This letter is to verify the reduced fee schedule (partial waiver) that will apply for your children during the 1986-87 school year. This reduction is based on the determination of your eligibility for limited public assistance even though you have chosen to not accept such.

Further, I will set a date and time for your requested ⁱⁿformal hearing to clarify under what conditions, if any, that a complete waiver may be awarded without the legal qualification of specific social services assistance as specified by law. After the hearing, a policy and procedure statement will be made concerning waiver appeals; the current policy for fees and social services approved waivers will remain in place.

Fee Item:	Junior High	Senior High
Book Rental (\$10.00 refundable)	\$15.00	\$15.00
After School Activities (optional)	\$ 3.00	\$10.00
Driver Education	-----	\$ 8.00
Memory Book/Yearbook	\$ 5.00	\$20.00

*There will be no reduction of participation fees (intra and inter-scholastic sports and activities). Students will not be excluded from voting in school elections or from purchasing a memory/yearbook as a result of incomplete payment of regular fees. In addition, any appropriate waiver or reduction of classroom fees (industrial arts as a required course) will be reviewed.

Sincerely,

McKell Withers, Staff Associate
Pupil Services

cc: Riley O'Neil, Assistant Superintendent
Kenneth Greiner, Principal, Granger High School
David Stevens, Principal, West Lake Jr. High

000004

REGISTRATION ISSUE



TRI-COLOR T

SPECIAL ISSUE

GRANGER HIGH SCHOOL

GHS Registration Process Explained

A description of all the courses taught at Granger High School is included in this newspaper. A sample registration form is included to be used by students as a worksheet to plan next year's schedule.

Something new has been added this year. A schedule of classes that will only be taught one or two periods and classes that may conflict with other classes are included in this paper. The periods these classes will be taught is indicated to help students avoid conflicts in their selections. Students should study this section to determine if there might be class conflicts in their selections. Students will then have to make a choice between conflicting classes. If a class does not appear in this section, students may assume enough sections will be taught so there won't be any conflicts.

Each student should use these materials and complete the following steps:

1. Use the course descriptions to determine which classes to take. Each course description includes the course title, which grades can take the class, and whether the course is a semester or full year in length. The descriptions also list required prerequisites and indicate that teacher approval signatures are necessary. Any extra fee or cost to the student is listed in the course descriptions.

2. Find what period that class is taught to determine any conflicts. If the class is not listed, there won't be a conflict. Write the numbers of the course and course title on the worksheet. Put specific classes selected in the corresponding periods on the worksheet, as indicated in the conflict schedule. All other courses, put in any sequence. Because computers attempt to load classes evenly, no guarantee can be made that a student will be scheduled into a particular period. Only those classes listed in the conflict schedule will be guaranteed during a specific period.

3. Students will receive an official registration card from their counselors. Complete the official card by writing the schedule in the space provided. Students must get required teacher signatures for classes. All course numbers and titles must be complete. All other information: student name, address, parent signatures, etc., must be complete and accurate.

4. Students will return the registration card to the designated teacher or counselor for final approval. These instructions will be given at the time of registration.

Lancer's Register For 1987-'88 School Year

Students at Granger High School will be provided a new registration procedure for the 1987-88 school year. The new process allows students an opportunity to plan their individual schedule and make specific course selections where a conflict arises between two or more courses.

Students make their own choices by selecting the classes they wish to take. Because computers attempt to fill the classes evenly, it is not possible to guarantee which period a student will be scheduled into a class. However, the new procedure will allow a student to determine which period particular classes may be taught so the student can avoid conflicts in their

School Fees

Final registration for the 1987-88 School year will take place in August. Every student will have material sent to them in early August informing them of the dates to finalize registration.

When students come to finalize on the respective dates, they will need to have enough money to pay for the following fees (cash or check made payable to Granger High School).

Book deposit — \$25 (\$10 refundable)

Activity Fee — \$15.00

Yearbook — ~~\$15.00~~ (optional)

Total \$55.00. ~~\$74.00~~

There is a fee of \$10.00 for those students taking Driver Education.

PTA membership is \$2.00 per person.

The fees listed above are basic to every student attending Granger High School. These are approximate costs and they may be subject to change before the school year begins.

Granger High School has a waiver policy based on the individual needs of students. Contact the administration if there are questions regarding the payment of the above listed fees.

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Grange Period

Students must register for English-Language Arts, Foreign Languages, Social Studies. This requires students' schedules and the requirements of the Granger

Counselor Assignments

A-CR.....Ms. Wall

CS-HO.....Mr. Gonzales

HP-MOO.....Ms. Ramo

MOP-SI.....Mr. Palmer

SJ-Z.....Mr. Whitl

CAREER CENTER.....Mrs. T

GRANITE SCHOOL DISTRICT

340 EAST 3545 SOUTH • SALT LAKE CITY, UTAH 84115

July 16, 1986



Dear Parents:

Following are copies of the Granite School District Fee Schedule and Fee Waiver Policy for the 1986-87 school year. You will note the inclusion of a participation fee for extracurricular activities. Tryouts for activities requiring participation fees must be conducted and the participants must be selected before participation fees are assessed.

The principal of each school has been designated as the school level administrator of fees and of fee waivers for those who qualify.

If you have any questions regarding this matter please call your school principal.

Sincerely,

John Reed Call
Superintendent of Schools

SCHOOL FEE SCHEDULE

Junior High Fees

Book Rental (9th)	\$25.00 (\$10 Refundable)
Memory Book (optional)	5.00
After School Activity Fee (optional)*	5.00

Senior High Fees

Book Rental	\$25.00 (\$10 Refundable)
Driver Education	10.00
Yearbook (optional)	20.00
After School Activity Fee (optional)*	15.00

*The following examples of after-school activities may be funded from student activity fees:

Banquets	Equipment & Uniforms
Dances	Concerts, Musicals and Performances
Student Clubs	Promotions & Graduation
Awards	U.H.S.A.A. Sponsored Events

PARTICIPATION FEES

The junior and senior high schools have had extreme difficulty securing enough funds to operate the activity programs. Most of the secondary schools have had to use supplemental funding for activities. The smaller schools and schools with large numbers of students on public assistance are severely impacted. A participation fee provides money to offset the cost of uniforms, equipment, supplies, officials, supervision and waivers as newly required.

Following are the approved participation fees:

PARTICIPATION ACTIVITY FEE SCHEDULES FOR SELECTED STUDENTS

Junior High Schools

Basketball	\$ 5 00
Gymnastics	5 00
Track	5 00
Volleyball	5 00
Wrestling	5 00

Individual maximum \$10 00

Senior High Schools

Basketball	\$25 00	Soccer	\$20.00
Baseball	20 00	Swimming	15.00
Cheerleaders	10 00	Tennis	10 00
Cross Country	10 00	Track	15 00
Debate	10 00	Volleyball	15 00
Drill Team	10 00	Wrestling	20.00
Football	25 00		
Golf	10 00		
Pep Club	10 00	Individual maximum	\$50 00

*There will be no refunds of participation activity fees once funds are remitted to district office for disbursement to schools.

FEE WAIVER

Fees, as identified by the Granite School District Board of Education, will be waived in accord with Utah State Board of Education standards for students whose parents or legal guardians are the recipients of public assistance in the form of Aid to Dependent Children, General Relief, Supplemental Security Income, Foster Care or other benefits provided through the Department of Social Services due to a limited financial ability within the family (The receipt of unemployment compensation and/or free or reduced price school lunches does not constitute public assistance as above defined)

A student desiring fee waivers will present to the principal of the school a written communication provided by the Utah Department of Social Services or the Social Security Office in the case of "Supplemental Security Income" verifying the need for the waiver. Upon receipt of such verification, the principal will waive requested fees for the student. In the event that the student bringing forward the verification desires an accommodation other than fee waiver, the principal, with the permission of the parent or legal guardian, may provide an alternative to the payment of the fee or the waiver. Such may include a deferred payment schedule, a reduced payment schedule or a provision for a work/service program. The principal and staff will maintain confidentiality with reference to students who have received waivers or alternatives to waivers.

In order to share equally the financial implications which come at the school level from fee waivers, PARTICIPATION FEES paid at each junior high school and each high school will be remitted to the office of the Business Administrator/Treasurer for equitable distribution among the junior high schools and among the senior high schools.

Parents whose students have been denied a fee waiver may appeal to the Granite School District Office of Pupil Services for review. In the event that Pupil Services feels a waiver is warranted, the principal and a Pupil Services designee will meet with the Area Assistant Superintendent who will make a determination in the matter

ADDENDUM "F"

STATUTES CITED

Utah Code Ann. § 53-2-12 (Supp 1987). Powers of State Board of Education--Adoption of rules--Enforcement.

(1) The State Board of Education has general control and supervision of the public school system. "General control and supervision" as used in Article X, § 8, of the Utah Constitution means comprehending or directed to the whole system.

(2) The board may adopt rules and guidelines which have broad application, as opposed to the direct governance, management, and operation of school districts, institutions, and programs, in accordance with the board's responsibilities under the constitution and state laws. The board may interrupt disbursements of state aid to any district which fails to comply with rules adopted under this subsection.

(3) The board may not govern, manage, and operate school districts, institutions, and programs, unless the board is granted that authority by statute.

(4) The board shall adopt rules to promote quality, efficiency, and productivity and eliminate and prevent unnecessary duplication of work or instruction in the public school system, and require compliance by local school districts.

(5) Cost savings generated by the rules adopted under Subsection (4) shall be used by the affected district to fund education reform programs, including performance-based compensation programs for district personnel.

Utah Code Ann. § 53-7a-1 (Supp 1987). Policy of state regarding student fees, deposits, or other charges.

(1) No fee, deposit, or other charge may be made, nor any expenditure required of a student or the student's parent or guardian, as a condition for student participation in an activity, class, or program provided, sponsored, or supported by or through a public school or school district, unless authorized by the local board of education under rules adopted by the State Board of Education.

(2) No fee, deposit, charge, nor expenditure shall be required for elementary school activities which are part of the regular school day or for materials used during the regular school day.

Utah Code Ann. § 53-7a-2 (Supp 1987). Fee waiver policies.

A local board of education shall require, as part of an authorization granted under § 53-7a-1, that adequate waivers or

other provisions are available to ensure that no student is denied the opportunity to participate because of an inability to pay the required fee, deposit, or charge.

CONSTITUTIONAL PROVISIONS CITED

Utah Const. art. I, § 7 provides:

No person shall be deprived of life, liberty or property, without due process of law.

Utah Const. art. I, § 11 provides:

All courts shall be open, and every person, for an injury done to him in his person, property or reputation, shall have remedy by due course of law, which shall be administered without denial or unnecessary delay; and no person shall be barred from prosecuting or defending before any tribunal in this State, by himself or counsel, any civil cause of which he is a party.

Utah Const. art. X, § 1 provides:

The Legislature shall provide for the establishment and maintenance of a uniform system of public schools, which shall be open to all children of the State, and be free from sectarian control.

Utah Const. art. X, § 2 in effect prior to July 1, 1987 provided:

The public schools system shall include kindergarten schools; common schools, consisting of primary and grammar grades; high schools, an agricultural college; a university; and such other schools as the Legislature may establish. The common schools shall be free. The other departments of the system shall be supported as provided by law.

Utah Const. art. X, § 2 effective July 1, 1987 provides:

The public education system shall include all public elementary and secondary schools and such other schools and programs as the Legislature may designate. The higher education system shall include all public universities and colleges and such other institutions and programs as the Legislature may designate. Public elementary and secondary schools shall be free, except the Legislature may authorize the imposition of fees in the secondary schools.

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