

Service Agreement / Action Plan Form

Utah law states that an LEA may allow a student to perform service in lieu of a fee “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.” If offered, a student may choose to perform service in lieu of a fee, but **a school district cannot require a student to perform service in lieu of a fee waiver.** However, a student requesting a waiver for a second school-sponsored trip must develop a written action plan with the principal to contribute service to the school or community. This action plan shall be tailored to the student's individual circumstances, abilities, and availability, and must be designed to avoid interference with the student's academic or personal responsibilities.

FEE WAIVER LIMITS FOR TRAVEL: Fee waivers for school-sponsored trips (travel of two or more nights) are limited to a **maximum of two trips per student per school year**, as required by Utah Code Section 53G-7-504. This limitation does not apply to travel related to in-state activities sponsored by an association, as defined in Utah Code Section 53G-7-801. All fee waivers are further subject to the total dollar amount caps adopted by the LEA governing board.

If your student chooses to perform service or is completing an action plan for a second trip, there are options from which to choose to complete the service. Service options may include:

- Service at the school, such as custodial work, tutorial assistance to other students, or service outside of regular school hours as a student aide to school staff;
- Service in the community such as at a nursing home or hospital; or
- When special needs are required, service in the home.
- Any other school-related service program or contribution approved by the principal or their designee.

Standard Service Agreement

Second Trip Action Plan

_____ agrees to complete _____ hours of service _____
(Student's name) (brief description)

To be completed before: _____ This will satisfy the student's fee obligation of \$ _____
(Date)

All services will be credited at the rate of \$ _____ per hour. Once completed, the student's school fees will be waived.

SIGNATURES:

Student: _____ Date: _____

Parent/Guardian: _____ Date: _____

School Administrator: _____ Date: _____

The school must ensure that a service assignment is appropriate to the age of the student, physical condition of the student, and maturity of the student. The assignment must also be consistent with state and federal laws, including the Federal Fair Labor Standards Act. This requires that the service must be performed 1) within a reasonable period of time, 2) each hour of service is credited at an amount at least equal to the current minimum wage, and 3) service hours worked per day and week are limited according to the student's age.

For example, if a student is assessed \$100 for school fees and the school policy is based upon a \$10 per hour service credit, then the student may be asked to perform up to 10 hours of service.

Service assignments must be conducted in such a way that students are not subjected to embarrassment, ridicule, or humiliation, and must not provide direct private benefit to school employees or their families. In addition, service assignments must avoid excessive burdens on students and families and give proper consideration to a student's educational and transportation needs and other responsibilities.

If circumstances arise which make it too difficult for a student to complete a service assignment, notify the school principal immediately to determine what adjustments should be made.

Service students will not be considered to be employees of those for whom they provide the service, and no money will be paid to the students or to the school in return for service. Regular employees who work in places where students perform services may not be replaced, nor may their hours be reduced, as a result of the students' service activities. Service is intended to supplement existing services, not replace that which is already being done by others.

Verification of Service:

Service Location: _____ Service Performed: _____

Supervisor: _____ Hours: _____

Starting Date: _____ Ending Date: _____

Service Location: _____ Service Performed: _____

Supervisor: _____ Hours: _____

Starting Date: _____ Ending Date: _____

_____ has completed all service hours as stated above, and fulfilled all agreed upon

(Student's name)

service hours to the fullest extent reasonably possible according to individual circumstances of both the student and the school.

Parent/Guardian: _____ Date: _____

Supervisor: _____ Date: _____

I have reviewed the service provided and verified with the Supervisor that all service was completed as stated above to the fullest extent reasonably possible according to individual circumstances of both the student and the school. Therefore, as agreed, the specific fees associated with this service agreement have been waived.

School Administrator: _____ Date: _____

Email: _____

Phone: _____

Website: _____