

Policy 03-101A — Service in Lieu of Fee Waiver Policy

I. Purpose

Utah Military Academy (“UMA”) adopts this Service in Lieu of Fee Waiver Policy to comply with Utah school fee requirements and to ensure that students are not denied access to classes, programs, activities, athletics, clubs, or school-sponsored opportunities because of inability to pay a fee.

Service in lieu of payment of fees may be offered only as a voluntary alternative.

Service in lieu may not be required in place of a fee waiver for a student who qualifies for one.

II. General Policy

UMA may allow a student to perform service in lieu of paying a school fee when permitted by law and when the student or parent voluntarily requests or agrees to the service option. UMA shall not require service in lieu as a condition of receiving a fee waiver, participating in an activity, remaining eligible for a team or club, or accessing a class or school-sponsored program.

A student who qualifies for a fee waiver shall receive it without being required to perform service. Service in lieu may be offered only as an optional alternative for families who choose that option.

III. No Required Service in Lieu

UMA shall ensure that:

1. Service in lieu is voluntary.
2. Service in lieu is not required as a condition of fee waiver eligibility.
3. A student or parent may decline service in lieu of penalty.
4. A student who qualifies for a fee waiver shall not be required to perform service before the waiver is granted.
5. A student shall not be denied participation while a fee waiver application, appeal, or service in lieu request is pending.

IV. Appropriate Service Assignments

If service in lieu is offered and voluntarily accepted, UMA shall ensure that the service assignment is appropriate to the student and complies with all applicable state and federal laws.

Each service assignment shall be reviewed to ensure that it is:

1. Appropriate to the student's age;
2. Appropriate to the student's physical condition;
3. Appropriate to the student's maturity;
4. Consistent with state and federal labor, safety, and education laws;
5. Credited at a rate at least equal to the applicable minimum wage per hour;
6. Capable of being completed within a reasonable period of time;
7. Reasonably related to school needs or school-sponsored activities;
8. Safe and properly supervised; and
9. Documented by UMA for accounting and compliance purposes.

UMA shall not assign service that is unsafe, excessive, unrelated to school purposes, or inappropriate for the student's age, maturity, or physical condition.

V. No Different Treatment

A student who performs service in lieu of a fee shall not be treated differently from students who pay a fee or receive a fee waiver.

UMA shall ensure that a student performing service in lieu:

1. Has the same opportunity to participate as other students;
2. Is not identified publicly as receiving financial assistance;
3. Is not excluded from activities, teams, clubs, classes, or programs;
4. Is not subject to different participation rules;
5. Is not denied awards, recognition, credit, grades, uniforms, supplies, equipment, travel, or other participation benefits; and
6. Is not stigmatized or singled out because of the service arrangement.

VI. No Unreasonable Burden, Demeaning Assignment, or Stigma

Service in lieu may not create an unreasonable burden for a student or parent. UMA shall not assign service that interferes unreasonably with school attendance, academic work, family responsibilities, employment, transportation limitations, disability-related needs, or other relevant circumstances.

Service in lieu may not be of such a nature as to demean or stigmatize the student. UMA shall not require a service that publicly identifies the student as unable to pay,

suggests financial hardship, embarrasses the student, or places the student in a position materially different from that of peers.

Examples of prohibited service assignments include, but are not limited to:

1. Service performed in front of peers in a way that identifies the student as receiving a fee accommodation;
2. Service that is punitive or disciplinary in nature;
3. Service involving unreasonable physical labor;
4. Service that is unsafe or inappropriate for the student's age or condition;
5. Service that requires unreasonable travel;
6. Service that requires a parent to miss work or incur unreasonable expense; or
7. Service that would violate state or federal law.

VII. Minimum Wage Credit

Service in lieu shall be credited at a rate at least equal to the applicable minimum wage for each hour of service performed.

UMA shall calculate the number of service hours by dividing the fee amount by the applicable minimum wage. UMA may reduce the required hours or provide a higher credit rate, but it may not credit service below minimum wage.

Example: If the applicable minimum wage is \$7.25 per hour and the fee is \$72.50, UMA may not require more than 10 hours of service to satisfy that fee.

VIII. Reasonable Completion Period

Service in lieu shall be structured so that the student can complete the service within a reasonable period. UMA shall consider the student's schedule, academic load, transportation access, activity schedule, family circumstances, and other relevant factors.

A student may not be denied participation while completing service in accordance with an approved service plan.

IX. Parent Service

UMA may allow a parent or guardian to perform service in lieu of a student fee if the parent or guardian voluntarily requests or agrees to do so and is permitted by law. UMA may not require a parent to perform a service as a condition for a student to receive a fee waiver.

Parent service shall be subject to the same protections regarding voluntariness, reasonable burden, minimum wage credit, confidentiality, and non-stigmatizing treatment.

X. Documentation

UMA shall maintain confidential documentation for each service in lieu arrangement, including:

1. Student name;
2. Fee or activity covered;
3. Amount of fee satisfied through service;
4. Date service was approved;
5. Description of service assignment;
6. Hourly credit rate;
7. Number of hours required;
8. Number of hours completed;
9. Remaining balance, if any;
10. Signature or approval of the administrator or designee; and
11. Parent or student voluntary agreement.

Records shall be maintained in accordance with UMA's record retention practices and applicable privacy laws. Service in lieu records shall be treated as confidential student records and shall not be disclosed to individuals without a legitimate educational or administrative need to know.

XI. Transferability of Service Credit

Service-in-lieu credit is transferable upon request by the student or parent.

UMA shall transfer a student's service credit to:

1. Another school within UMA, if applicable; or
2. Another LEA, upon request of the student or parent.

If a student transfers before completing the service plan, UMA shall provide documentation of the service credit earned and any remaining balance, upon request by the student or parent and consistent with applicable privacy requirements.

XII. Relationship to Fee Waivers and Installment Plans

Service in lieu is separate from a fee waiver. A student who qualifies for a fee waiver is entitled to a waiver of eligible fees and may not be required to perform service.

UMA may also offer an installment plan as a voluntary option. An installment plan may not be required in lieu of a fee waiver and may not be used to delay or deny a fee waiver to an eligible student.

XIII. Administrative Responsibility

The Superintendent or designee is responsible for administering this policy, approving service-in-lieu arrangements, training staff, maintaining records, protecting student privacy, and ensuring compliance with Utah school fee requirements.

Staff members, coaches, advisors, teachers, and activity sponsors may not independently require or arrange service in lieu of fees without approval from the designated UMA administrator.

XIV. Annual Review

UMA shall review this policy annually in connection with the annual review of the school fee schedule and fee waiver policy. The policy shall be updated as needed to remain consistent with Utah law, State Board rule, and UMA Board policy.