EDUCATION SAVINGS ACCOUNT PROGRAM
PARENTAL AGREEMENT 2021-2022

The Education Savings Account Program ("Program") was established by the 2017 North Carolina General Assembly to provide scholarships to certain students attending eligible nonpublic schools. The Program is administered by the State Education Assistance Authority ("Authority") pursuant to Article 41 of Subchapter 10 of Chapter 115C of the North Carolina General Statutes, as may be amended from time to time. Program funds awarded as part of the Program will be made available through a parent’s Education Savings Account. All terms capitalized herein are specifically defined in the Rules Governing the North Carolina Education Personal Savings Account Program (the “Rules”) which are publicly available on the Authority’s website at http://www.ncseaa.edu/pdf/ESA_Rules.pdf. The Rules are incorporated herein by reference.

Proper execution of this Parental Agreement ("Agreement") by the parent ("Parent") of the student who was awarded scholarship funds ("Scholarship Funds") is a prerequisite to a student’s participation in the Program. The Parent signing this Agreement must be the Parent who submitted the Application and will be the account holder for the Education Savings Account. The Parent must sign and return this Agreement to the Authority each year by the deadline set by the Authority prior to receiving Scholarship funds. Failure to submit this Agreement to the Authority by the deadline set by the Authority shall result in forfeiture of Scholarship funds. Scholarship Funds are contingent each year upon appropriations made available to the Authority by the General Assembly.

The undersigned agrees to the following terms and conditions:

1. The Parent will comply with all relevant Program statutes and Program Rules, as well as instructions and requests concerning the Program as may be issued by the Authority, including administrative forms, administrative memoranda, interpretive guidance, or any other procedures established by the Authority. The reference to or recitation of any portion of an applicable statute or rule in this Agreement does not limit the Parent’s obligation to comply with other applicable statutes and rules.

2. The Parent warrants that his or her student is exclusively attending a North Carolina nonpublic school, unless the student is enrolled part-time in a public school and part-time in a Nonpublic School that Exclusively Provides Services for Children with Disabilities.

3. The Parent warrants that he or she will release the Local Education Agency, in which the student is eligible to attend public school, of all obligations to educate the eligible student while the eligible student is receiving Scholarship funds, unless the student is enrolled part-time in a public school and part-time in a Nonpublic School that
Exclusively Provides services for Children with Disabilities. In order to participate in the Program and fulfill the parent’s responsibilities set forth in G.S. § 115C-595(a)(2), the Parent must complete the Release of Local Education Agency and Waiver of Certain Rights.

4. The Parent agrees to use a portion of the scholarship funds, in an amount determined by the Authority, to provide an education to the eligible student in, at a minimum, the subjects of English language arts, mathematics, social studies, and science.

5. The Parent agrees to use the Scholarship Funds only for Qualified Educational Expenses, which are limited to the following items: (1) tuition and/or fees for an eligible nonpublic school; (2) textbooks required by the eligible nonpublic school; (3) tutoring and teaching services provided by an individual or facility that meets the requirements set by the Authority; (4) payment for purchase of curricula; (5) fees for nationally standardized norm-referenced achievement tests, advanced placement tests, or nationally recognized college entrance exams; (6) fees charged for the management of the education savings account; (7) fees for services provided by a public school and approved by the Authority, including individual classes and extracurricular programs; (8) premiums charged to the account holder for any insurance or surety bonds required by the Authority; (9) educational therapies provided by a practitioner who holds a license that meets the requirements set by the Authority; and (11) student transportation, pursuant to a contract with an entity that regularly provides student transportation, to and from (i) a provider of education or related services or (ii) an education activity.

6. The Parent agrees not to use Scholarship Funds for the following items: (1) computer hardware or other technological devices not defined by the Authority as approved educational technology; (2) consumable educational supplies, including paper, pen or markers; (3) tuition and fees at an institution of higher education or a private postsecondary institution; and (4) tuition and fees for a home school student.

7. The Parent agrees to use the Scholarship Funds deposited in his or her Education Savings Account only for Qualified Educational Expenses for the student who was awarded the Program funds.

8. A Parent who enrolls his or her student into the Local Education Agency or other North Carolina public school or Department of Defense school during the year that the student is receiving Scholarship Funds under the Program shall return all funds to the Authority that were in the education savings account as of the date of enrollment in the North Carolina public school or Department of Defense school and the Parent shall request a release from the Authority of his or her obligations under the Parental Agreement.

9. A Parent agrees to submit the required documentation/receipt of any item or service purchased with Scholarship Funds when requested by the Authority and acknowledges that failure to provide documentation requested by the Authority within the time allotted by the Authority may result in forfeiture of Scholarship Funds.
10. A Parent agrees that if the Authority determines that Scholarship Funds were used for an item or service other than a Qualified Educational Expense, the Parent must return to the Authority the scholarship funds used for that item or service within the deadline set by the Authority.

11. A Parent warrants that it will not accept a refund or rebate of any Scholarship Funds from a nonpublic school, a provider of services, or from any other entity. If a refund of Scholarship Funds is warranted the Parent agrees to notify the Authority immediately.

12. A Parent agrees not to give his or her electronic bank account number directly to a nonpublic school or a service provider or allow his or her electronic bank account number to be copied by a nonpublic school or service provider, rather a Parent must personally authorize each transaction from his or her education savings account.

13. A Parent agrees to allow his or her child to be tested at the child’s school by the nationally standardized test selected by the child’s school as required by the Program.

14. The Parent agrees to provide the Authority access to all records related to the use of Scholarship Funds and his or her Education Savings Account.

15. If the Authority determines that a Parent is noncompliant with Program requirements, the Parent understands and agrees that his or her student may become ineligible to participate in the Program and any other Programs administered by the Authority and may be required to forfeit remaining Scholarship Funds.

16. If the Authority determines that scholarship funds have been misspent in violation of Program requirements and/or for an item other than a Qualified Educational Expense, the Authority shall notify the Parent, and the Parent shall repay the misspent amount in the manner and by the deadline set by the Authority.

17. This Agreement is not assignable.

18. This Agreement shall be effective when executed and shall remain in effect until June 30, 2022, unless the Agreement is terminated upon written notice of the occurrence of the following: (a) notice from the Parent that he or she has enrolled his or her student in a North Carolina public school or a Department of Defense School; (b) notice from the Parent that it intends to terminate its participation in the Program and return any and all unused scholarship funds; (c) notice from the Authority of its intent to terminate the Parent’s eligibility to participate in the Program; or (d) any action of the General Assembly which, in the opinion of the Authority, requires the termination of this Agreement.

19. The undersigned represents and warrants that he or she is the Parent who completed the student’s application and is (1) the eligible student’s natural, adoptive, or foster
parent; (2) the eligible student’s legal guardian or legal custodian, but not the State if the child is a ward of the State; (3) an individual acting in the place of a natural or adoptive parent, including a grandparent, stepparent, or other relative, and with whom the student lives; (4) an individual who is legally responsible for the student’s welfare; or (5) a surrogate if one is appointed under G.S. § 115C-109.2.

[Signatures on next page.]
Submit *all pages* of this form in one upload.

Parent of record must physically sign form.

Name of Student (Print)

Name of Parent (Print)

By: ___________________________ SEAL Date: ________________

Parent Signature