

Utah Fits All ClassWallet Affidavit

The following statements are based on Utah Code 53F-6-4 Utah Fits All (UFA) and the UFA program manager, ACE Scholarships, policies. All statements must be acknowledged and agreed to by the UFA scholarship student's parents/accountholders. UFA Accountholders will be required to sign one affidavit per scholarship student.

- 1. UFA Accountholder acknowledges that their scholarship student is a resident of the State of Utah, will not be enrolled in a public school for the upcoming school year, is in grades K-12 and has not graduated from high school, or the equivalent. If the student associated with this UFA account is no longer eligible, the UFA Accountholder should not activate this account. By accepting the UFA Affidavit, you are agreeing that your student meets all eligibility requirements for the upcoming school year; if this is NOT TRUE, you should contact UFA administration at support@ufascholarship.com to inform them that your student no longer meets the eligibility criteria.
- 2. UFA Accountholder acknowledges that a parent must notify ACE Scholarships in a timely manner if their scholarship student has returned to public school, has moved out of state, is using another public scholarship, or graduated, received a high school diploma, or received a passing score on all subtests of the General Educational Development test (GED) or High School Equivalency Test (HiSET).
- 3. UFA Accountholder acknowledges that the UFA Program Manager will check for enrollment in the public schools (district and charter) and the State Online Education Program (SOEP) with the Utah State Board of Education, to verify that the UFA Scholarship student is not enrolled (student first name, student last name, student DOB, applicant first name, applicant last name, phone number, email and mailing address). The UFA Accountholder understands the UFA scholarship student may not have a SEAT in the State Online Education Program (SOEP) Note: Providers in the SOEP can be UFA providers and students can pay them directly with their scholarship funds, but a UFA scholarship student cannot take any courses through the SOEP.
- 4. UFA Accountholder acknowledges that the UFA Program Manager will check for enrollment in the Carson Smith Scholarship Program (Legacy) and the new Carson Smith Opportunity Scholarship (previously named Special Needs Opportunity Scholarship), to verify that the UFA Scholarship student is not enrolled in more than one scholarship program (student first name, student last name, student DOB, applicant first name, applicant last name, phone number, email and mailing address).
- 5. UFA Accountholder agrees to use UFA funds only for purchases that follow the UFA guidelines as outlined in Utah Code 53F-6-401, on the UFA website and in the UFA Family Handbook for the 2024-2025 school year. Qualifying purchases include tuition and eligible fees; tutoring, after school or summer education programs, instructional materials, educational software, computer hardware, fees for examinations, educational services for students with disabilities, contracted services through an Local

Education Agency (LEA), fee for service transportation, expenses related to extracurricular activities and any other expenses for a good or service that the parent or scholarship student incurs in the education of that scholarship student.

6. UFA Accountholder acknowledges that the program manager may not approve a scholarship expense for a service that a qualifying provider provides unless the program manager determines that the scholarship student or the scholarship student's parent incurred the expense in the education of the scholarship student. Additionally, a UFA scholarship may not be used for a rehabilitation program that is not primarily designed for an educational purpose; or a travel expense other than ride fees or fares for a fee-for-service transportation provider to transport the scholarship student to and from a qualifying provider, not to exceed \$750 in a given school year.

7. UFA Accountholder acknowledges that the program manager may not reimburse an expense for a service or good that a provider that is not a qualifying provider provides unless:
- (A) the parent or scholarship student submits a receipt that shows the cost and type of service or good and the name of provider;
 - (B) the expense would have qualified as a scholarship expense if a qualifying provider provided the good or service;
 - (C) the provider of the good or service is not the parent of the scholarship student who is a home-based scholarship student solely in relation to the parent's child; and
 - (D) the program manager determines that the parent or scholarship student incurred the expense in the education of the scholarship student.

8. UFA Accountholder acknowledges that the parent of a scholarship student or the immediate family (scholarship student's siblings or grandparents) may not receive scholarship funds as payment for the family's time spent educating the parent's child.

9. UFA Accountholder acknowledges that all purchases made with UFA funds will be reviewed and approved by UFA administrators. Accountholders may be asked to provide documentation for purchases that have not been pre-approved. Purchases may be denied if they do not follow UFA purchasing guidelines.

10. UFA Accountholder acknowledges that goods or services purchased with account funds will be credited directly to the qualifying school or service provider, or as approved, receipts may be directly reimbursed to the account linked by the Accountholder.

11. UFA Accountholder acknowledges that any unused funds from the 2024-2025 school year will not roll over to future years, but will be returned to the UFA Program for redistribution to scholarship accounts.

12. UFA Accountholder acknowledges that the Accountholder cannot sell or share the student's scholarship account or funds with anyone.

13. UFA Accountholder assumes full financial responsibility for the education of the scholarship student, including the balance of any expense incurred at a qualifying provider or for goods that are not paid for by the scholarship student's scholarship account, including: any tuition or fees charged by a participating school or postsecondary institution that exceed the Utah Fits All Scholarship amount.

14. UFA Accountholder acknowledges that the qualifying provider selected by the parent for the student's enrollment or engagement is capable of providing education services for the student.

15. UFA Accountholder acknowledges that the program manager may suspend a scholarship student's eligibility in the program in the event of the scholarship student's or the scholarship student's parent's:

(A) Intentional or substantial misuse of scholarship funds.
(B) Violation of the terms of the program.

If ACE Scholarships obtains evidence of fraudulent use of scholarship funds, the case will be referred to the attorney general for collection or criminal investigation. The scholarship student or scholarship student's parent may take corrective action within 10 business days of the day on which the program manager provides the notification, and that without taking the corrective action within the time period, the program manager may disqualify the student's eligibility. If the program manager determines a UFA parent (account holder) has misspent funds, the parent will be required to repay the misspent funds.

16. UFA Accountholder acknowledges if a qualifying provider, scholarship student, or scholarship student's parent repays an expenditure from a scholarship account for an expense that is not approved, the program manager shall credit the repaid amount back to the scholarship account balance within 30 days after the day on which the program manager receives the repayment.

17. UFA Accountholder acknowledges that scholarship funds do not constitute state taxable income to the parent of the scholarship student.

18. UFA Accountholder acknowledges that the published list of direct pay providers, does not constitute an attestation of the quality of the goods and/or services they may provide, only the program manager determined that the providers meet the minimum requirements for participation in the program as outlined in the law.

19. UFA Accountholder acknowledges that the Accountholder is responsible for notifying ACE Scholarships if the parent's scholarship student is no longer enrolled in or engaging in a service:

(A) for which the scholarship student receives scholarship funds; and
(B) that is provided to the scholarship student for an entire school year.

20. UFA Accountholder understands and acknowledges they may not transfer funds between scholarship students.

21. UFA Accountholder understands and agrees to receive and review email communications regarding account related matters.

22. UFA Accountholder understands and acknowledges a parent must renew participation in the scholarship program annually through a process outlined by the program manager, ACE Scholarships..