



**PARENT STUDENT AGREEMENT
GUARDIAN STUDENT AGREEMENT
EMANCIPATED STUDENT AGREEMENT**

INTRODUCTION

The Indiana Education Scholarship Account (“INESA”) program is administered by the Indiana Treasurer of State (“TOS”), in collaboration with Indiana Department of Education (IDOE). Parents of eligible students or emancipated students who participate in the INESA program may use scholarship money to purchase approved educational programs, therapies, services, tuition, fees, and other expenses related to the student’s education from approved INESA entities.

A student will be eligible if they meet specific residency, age, disability, and income requirements. An eligible student or emancipated student must meet the requirements of the INESA program at the time of application. Scholarship funds will be deposited to a parent or emancipated student INESA fund through a secure online portal. A parent or emancipated student utilizes the online portal to reimburse payments to participating entities for services delivered.

Note: a debit card or direct reimbursement(s) to parent/emancipated student are not included in the INESA program.

The following agreement is for a parent of an eligible student or emancipated student requesting to participate in the INESA program. For additional information on the INESA program review the INESA handbook and information provided on the INESA [website](#).

ASSURANCES

As a condition of the INESA program, the parent (“Parent”) of an Eligible Student or the Emancipated Eligible Student (“EES”) makes the following assurances:

1. **Authority to Act.** I am the parent or legal guardian of the student described at the end of this agreement with the authority and capacity to act on behalf of the student, or I am the emancipated student, as defined by IC 20-26-11-4, described at the end of this agreement, with the authority and capacity to enter into this agreement.
2. **Declarations; Eligibility.**
 - a. I declare and confirm the information provided in this agreement is true and accurate. Any misrepresentation could result in termination of the student's enrollment in the INESA program.
 - b. I declare and confirm that I have read and agree to follow all the terms and procedures outlined on the INESA website, including the Parent Handbook.
 - c. I declare that the individual described in this application is an Eligible Student, and meets the following eligibility requirements:
 - i. has legal settlement in Indiana;





- ii. is at least five (5) years of age and less than twenty-two (22) years of age on the date in the school year specified in IC 20-33-2-7;
 - iii. is a student with a disability at the time the account is established who requires special education and for whom:
 - 1. an individualized education program;
 - 2. a service plan developed under 511 IAC 7-34; or
 - 3. a choice special education plan developed under 511 IAC 7-49 has been developed; and
 - 4. meets the annual income qualification requirement for a choice scholarship student under IC 20-51-1.
3. **Student Test Number.** Parent/EES understands and agrees that an Eligible Student must obtain a student test number (STN) through the Department of Education as described in IC 20-19-3-9.4 to participate in the INESA program. (IC 20-51.4-4-1(h))
4. **Qualified Expenses.**
- a. Parent/EES understands and agrees that a grant deposited in the Eligible Student's account and any interest that may accrue in the account will be used only for the Eligible Student's Qualified Expenses as defined by IC 20-51.4-2-9 at an INESA approved Participating Entity as defined by IC 20-51.4-2-6. The TOS may request a refund for any funds used beyond those described in the foregoing.
 - b. Parent/EES will use part of the money in the account for the Eligible Student's study in the subject of reading, grammar, mathematics, social studies, or science; or for use in accordance with the Eligible Student's individualized education program, service plan developed under 511 IAC 7-34, choice special education plan developed under 511 IAC 7-49, or plan developed under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794.
5. **Tax Treatment.**
- a. Parent/EES understands and agrees that any distributions made to an INESA account or money in the account may not be treated as income or a resource for purposes of qualifying for any other federal or state grant or program administered by the state or a political subdivision. (IC 20-51.4-4-12)
 - b. Parent/EES understands and agrees that a distribution made to an Eligible Student's INESA account is considered tax exempt if the distribution is used for a Qualified Expense.
6. **Dual Enrollment.**
- a. Parent/EES understands and agrees that a student may not participate in the INESA program and receive a Choice Scholarship under IC 20-51-4 simultaneously.
 - b. Parent/EES understands and agrees that an Eligible Student may not participate in the INESA program and be enrolled in a school that receives tuition support under IC 20-43, i.e., a public school.
7. **Testing.** Parent/EES understands and agrees the Eligible Student will take the statewide assessment, as applicable based on the Eligible Student's grade level, as provided under IC 20-32-5.1, or the assessment specified in the Eligible Student's: (A) individualized education program developed under IC 20-35; (B) service plan developed under 511 IAC 7-34; (C) choice special education plan developed under 511 IAC 7-49; or (D) plan developed under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794.
8. **Single Account; Single School Year**
- a. Parent/EES understands and agrees to enter into a separate agreement for each child of the Parent or for each EES and that no more than one account can be established for each eligible student.





- b. Parent/EES understands and agrees that this agreement is valid for one (1) school year while the Eligible Student is in kindergarten through grade 12 and may be renewed annually. Upon graduation or receipt of a certificate of completion under the Eligible Student’s individualized education program, the Eligible Student’s account is terminated. (IC 20-51.4-4-1(d))

9. Termination.

- a. Parent/EES understands and agrees that this agreement terminates automatically for an Eligible Student if:
 - i. The Eligible Student no longer resides in Indiana while the Eligible Student is eligible to receive grants under section 2 of this chapter; or
 - ii. The account is not renewed within three hundred ninety-five (395) days after the date the account was either established or last renewed. Parent/EES is not entitled to any remaining money once an account terminates, and any new accounts opened will begin with no balance. (IC 20-51.4-4-1(e))
- b. Parent/EES understands and agrees that money in the account when the account is terminated reverts to the state general fund.
- c. Parent/EES understands and agrees that an agreement made for an Eligible Student while the Eligible Student is in kindergarten through grade 12 may be terminated before the end of the school year if the Parent/EES chooses to terminate the agreement and notifies the TOS in a manner specified by the TOS.

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