



Office of the Treasurer of State

Education Scholarship Account Program

One North Capitol Avenue | Suite 900
Indianapolis, IN 46204

PARENT / EMANCIPATED ELIGIBLE STUDENT AGREEMENT 2022 – 2023 School Year

INTRODUCTION

The Indiana Education Scholarship Account (“INESA”) program is administered and overseen by the Indiana Treasurer of State (“TOS”). Through the use of dedicated scholarship money, parents of eligible students or emancipated eligible students who participate in the INESA program have the opportunity to choose the educational environment and services that help them best meet their unique learning needs. Scholarship money may be used to purchase approved educational programs, therapies, services, tuition and fees, and other expenses related to the student’s education from approved participating entities.

A student will be eligible if they meet specific residency, age, disability, and income requirements. All eligible students or emancipated eligible students must meet the requirements of the INESA program at the time of application and throughout the duration of participation in the program. Scholarship funds will be deposited directly into each student’s account which will be available to parents or emancipated eligible students via a secure online portal. Parents or emancipated eligible students can then make payments directly to participating entities from the student’s account; no reimbursements or debit cards will be issued.

The following agreement is for those parents of eligible students or emancipated eligible students wishing to participate in the INESA program for the 2022-2023 school year. Before you complete the agreement, please do the following:

1. Read and review the materials on the INESA website at <https://www.in.gov/tos/inesa>. These materials provide important background on the rules and requirements of the INESA program.
2. Read and review the Parent Handbook.
3. Read through IC 20-51.4 as it provides the complete list of rules and requirements for the INESA program.

ASSURANCES

As a condition of INESA program, the parent (“Parent”) of an eligible student or the emancipated eligible student (“EES”) makes the following assurances:

1. 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.



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2. I attest and affirm 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.
3. I attest and affirm that I have read and agree to follow all the terms and procedures outlined in the materials listed above in the Introduction section, including the Parent Handbook.
4. Parent/EES attests that the individual described at the end of this agreement is an eligible student, and meets the following eligibility requirements:
 - a. has legal settlement in Indiana;
 - b. 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;
 - c. is a student with a disability at the time the account is established who requires special education and for whom:
 - i. an individualized education program;
 - ii. a service plan developed under 511 IAC 7-34; or
 - iii. a choice special education plan developed under 511 IAC 7-49; has been developed; and
 - d. meets the annual income qualification requirement for a choice scholarship student under IC 20-51-1.
5. Parent/EES understands, acknowledges, 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 in order to participate in the INESA program. (IC 20-51.4-4-1(h))
6. Parent/EES understands, acknowledges, 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.
7. Parent/EES will use part of the money in the account: (A) for the eligible student's study in the subject of reading, grammar, mathematics, social studies, or science; or (B) for use in accordance with the eligible student's: (i) individualized education program; (ii) service plan developed under 511 IAC 7-34; (iii) choice special education plan developed under 511 IAC 7-49; or (iv) plan developed under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794.
8. Parent/EES understands, acknowledges, 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)
9. Parent/EES understands, acknowledges, and agrees that a student may not participate in the INESA program and receive a Choice Scholarship under IC 20-51-4 simultaneously.
10. Parent/EES understands, acknowledges, 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.



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11. Parent/EES shall notify the TOS if an eligible student participating in the INESA program enrolls in the Choice Scholarship program or in a school receiving tuition support.
12. Parent/EES understands, acknowledges, and agrees that acceptance of the Choice Scholarship or enrollment in a school that receives tuition support shall result in the termination of the eligible student's INESA account and the loss of any available scholarship funds.
13. Parent/EES understands, acknowledges, 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.
14. Parent/EES understands, acknowledges, and agrees to enter into a separate agreement for each child of the Parent or for each EES; INESA funds may not be used for anyone other than the eligible student for whom the account was created.
15. Parent/EES understands, acknowledges, and agrees that not more than one (1) account may be established for each eligible student.
16. Parent/EES understands, acknowledges, 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))
17. Parent/EES shall notify the TOS if an eligible student participating in the INESA program graduates or receives a certificate of completion under the eligible student's individualized education program. (IC 20-51.4-4-1(d))
18. Parent/EES understands, acknowledges, and agrees that this agreement terminates automatically for an eligible student if: (1) the eligible student no longer resides in Indiana while the eligible student is eligible to receive grants under section 2 of this chapter; or (2) the account is not renewed within three hundred ninety-five (395) days after the date the account was either established or last renewed. If an account is terminated under this section, money in the eligible student's account, including any interest accrued, reverts to the state general fund. 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))
19. Parent/EES understands, acknowledges, 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 notifies the TOS in a manner specified by the TOS. Parent/EES is not entitled to any remaining money once an account terminates, and any new accounts opened will begin with no balance.



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20. Parent/EES understands, acknowledges, and agrees that the eligible student will not be eligible to re-apply for the INESA until the beginning of the next school year. ((IC 20-51.4-4-1(f))
21. Parent/EES understands, acknowledges, and agrees that the TOS shall freeze any INESA account that: (1) fails to comply with the terms of IC 20-51.4-4-1; (2) fails to comply with applicable laws or regulations; or (3) substantially misuses funds in the account. (IC 20-51.4-4-10(a))
22. Parent/EES understands, acknowledges, and agrees that the TOS shall send written notice to the Parent/EES stating the reason for the freeze. The TOS may also send notice to the attorney general or the prosecuting attorney in the county in which the Parent/EES resides if the TOS believes a crime has been committed or a civil action relating to the account is necessary. (IC 20-51.4-4-10(b))
23. Parent/EES understands, acknowledges, and agrees that Parent/EES may petition the TOS for redetermination of the decision to freeze an account: (a) within thirty (30) days after the date the TOS sends notice to the Parent/EES. The petition must contain a written explanation stating why the TOS was incorrect in freezing the account. If the TOS does not receive a timely submitted petition from a Parent/EES, the TOS shall terminate the account. The TOS shall review a petition within fifteen (15) business days of receipt of the petition and issue a redetermination letter to the Parent/EES of the eligible student. If the TOS overturns its initial decision, the TOS shall immediately unfreeze the account. If the TOS affirms the decision, the TOS shall give notice of the affirmation to the Parent/EES and terminate the account. Parent/EES is not entitled to any remaining money once an account terminates, and any new accounts opened will begin with no balance. (IC 20-51.4-4-10(c))
24. Parent/EES understands, acknowledges, and agrees that a distribution made to an eligible student's INESA account is considered tax exempt as long as the distribution is used for a qualified expense. The amount is subtracted from the definition of adjusted federal gross income under IC 6-3-1-3.5 to the extent the distribution used for the qualified expense is included in the taxpayer's adjusted federal gross income under the Internal Revenue Code.
25. Parent/EES shall inform the TOS and the participating entity of any change in the student's residential address, student's disability status, student's qualification for special education, household income, and/or custody status.
26. Parent/EES shall only use INESA funds for "qualified expenses" as defined by IC 20-51.4-2-9.
27. Parent/EES understands, acknowledges, and agrees that Parent/EES may make a payment for any qualified expense from a source other than the eligible student's account. Parent/EES of an eligible student is responsible for any amounts not paid from the eligible student's account. (IC 20-51.4-4-8)
28. Parent/EES shall not receive a refund of any money paid for from an INESA fund. Any refund provided by a participating entity shall be deposited into the eligible student's



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- account. No checks or other forms of refunds will be provided to Parent/EES. (IC 20-51.4-4-9)
29. Parent/EES understands, acknowledges, and agrees that payments to INESA approved participating entities may only be made from the online portal, and that Parents will not be reimbursed for payments made toward any educational expenses.
 30. Parent/EES understands, acknowledges, and agrees that any information regarding services provided by participating entities is subject to change, and Parent/EES shall contact the participating entity directly to verify the availability of services provided by that participating entity.
 31. Parent/EES understands, acknowledges, and agrees that any questions and/or disputes regarding services rendered under the INESA program are to be handled between the Parent/EES and the participating entity; the TOS is not a party to said disputes nor will the TOS intervene or interfere with the contractual obligations arising from said agreements.
 32. Parent/EES understands, acknowledges, and agrees that the terms of this agreement are subject to change at the sole discretion of the TOS and/or as a result of changes in the law. In order to continue participating in the INESA program, Parent/EES agrees to sign an updated agreement upon request of the TOS should there be changes and/or alterations made.
 33. Parent/EES understands, acknowledges, and agrees that the annual grant amount is determined using the formula outlined in IC 20-51.4-4-4. The amount of the grant received by the eligible student is subject to change each year.
 34. Parent/EES understands, acknowledges, and agrees that at the end of the year in which an account is established, the Parent/EES may roll over for use in a subsequent year a maximum of one thousand dollars (\$1,000). However, for each year thereafter, the Parent/EES of the eligible student may roll over one thousand dollars (\$1,000) plus any amount rolled over in a previous year. Any amount over the one thousand dollars (\$1,000) will revert to the state general fund. Parent/EES is not entitled to any remaining money once an account terminates, and any new accounts opened will begin with no balance.
 35. Parent/EES understands, acknowledges, and agrees that, notwithstanding 511 IAC 7-34-1(d)(4), a public school is not required to make available special education and related services to an eligible student if the eligible student receives funds under IC 20-51.4-4-2 and the special education services are provided to the eligible student by the participating entity. (IC 20-51.4-4-11)
 36. Parent/EES understands, acknowledges, and agrees that an eligible student may use not more than seven hundred fifty dollars (\$750) of the annual grant amount received each school year for fees for transportation paid to a fee-for-service transportation provider for the eligible student to travel to and from an approved service provider. Parent/EES may apply to receive a waiver from the limit imposed on transportation fees described. (IC 20-51.4-4-7)



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37. Parent/EES shall supply any participating entity providing services to the eligible student with any additional documentation required by that entity.
38. Parent/EES understands, acknowledges, and agrees that a qualified school is under no obligation to provide educational services to a student that has not completed the qualified school's enrollment process.
39. Parent/EES understands, acknowledges, and agrees that Parent/EES has received and reviewed a written explanation of the authorized uses of the money in the account and the responsibilities of the Parent/EES of an eligible student regarding an account established in the INESA program. (IC 20-51.4-4-6)
40. Parent/EES shall review and renew this Parent/EES Agreement annually.
41. Parent/EES understands, acknowledges, and agrees that Parent/EES will not be able to renew the student's scholarship if any of the following apply:
 - a. Parent/EES fails to complete the renewal process in a timely manner;
 - b. The student is no longer a resident of Indiana;
 - c. The student fails to take all of the statewide tests / assessments required for his/her grade level;
 - d. The student is more than twenty-two (22) years of age on August 1st in the school year specified;
 - e. The student no longer has a disability requiring special education and no longer qualifies for:
 - i. an individualized education program;
 - ii. a service plan developed under 511 IAC 7-34; or
 - iii. a choice special education plan developed under 511 IAC 7-49; or
 - f. The student's household income exceeds the limits provided by Indiana law.

Printed Name of Parent/EES

Date

Signature of Parent/EES

STUDENT INFORMATION

Name of Student

STN

Date of Birth

Student's Address (Street, City, State, and ZIP)