



EDUCATION STUDENT ACCOUNTS FOR CHILDREN WITH DISABILITIES PROGRAM PARENTAL AGREEMENT 2025-26

The Education Student Accounts for Children with Disabilities Program (the “Program”) was established by the 2021 North Carolina General Assembly to provide scholarships to certain North Carolina 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 Student Account. All terms capitalized herein are specifically defined in the [Rules Governing the North Carolina Education Student Account for Children with Disabilities Program](#) (the “Rules”) which are publicly available on the Authority’s website at:

<https://www.ncseaa.edu/wp-content/uploads/sites/1171/2022/01/ESA-Plus-Program-Rules-FINAL.pdf>. The Rules are incorporated herein by reference.

Proper execution of this Parental Agreement (“Agreement”) by the Parent of the student who was awarded Program 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 Student 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.

NOW THEREFORE, the undersigned, Parent, agrees to the following terms and conditions:

1. **Compliance with Program Requirements.** The Parent warrants that he or she 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. **Enrollment in an Eligible School.**
 - a. The Parent warrants that his or her student is not enrolled Full-time in the public school within the Local Education Agency (LEA) to which they are assigned, nor in a Department of Defense school or any other public school for which payment of tuition is not required.
 - b. The Parent warrants that his or her student is enrolled in at least one of the following:

- i. Full-time or Part-time in a nonpublic school that has been registered to operate in the State by the Division of Non-Public Education;
- ii. Full-time or Part-time in a Home School; or
- iii. Full-time or Part-time in an out-of-district public school for which the payment of tuition is required.

3. **LEA Release.** The Parent warrants that he or she will release the LEA, 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.

4. **Enrollment change.** A Parent who enrolls his or her student full-time in a North Carolina public school in the LEA to which the student is assigned or other North Carolina public school for which payment of tuition is not required during the year that the student is receiving Scholarship Funds, shall return all funds to the Authority that were in the Education Student Account as of the date of enrollment in the North Carolina public school, and the Parent shall request a release from the Authority of his or her obligations under this Agreement.

5. **Parent Responsibility to Use a Minimum Amount of ESA+ Funds.** The Parent agrees to use at least one thousand dollars (\$1000.00) per year per student to provide an education to the eligible student in, at a minimum, the subjects of English language arts, mathematics, social studies, and science.

6. **Allowable Expenses.** The Parent agrees to use the Scholarship Funds only for Qualifying Educational Expenses, which are limited to the following items: (1) tuition and/or fees for an Eligible School; (2) textbooks required by the Eligible School; (3) tutoring and teaching services in math, science, English/language arts, social studies, or foreign languages provided by an individual or facility that meets the requirements set by the Authority; (4) payment for purchase of curricula in math, science, English/language arts, social studies, or foreign languages; (5) fees for nationally standardized norm-referenced achievement tests, advanced placement tests, or nationally recognized college entrance exams; (6) fees charged to the account holder for the management of the Education Student 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 or accreditation that meets the requirements set by the Authority; (10) educational technology defined by the Authority; (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; and (12) transaction or merchant fees charged to the account holder, not to exceed two and one-half (2.5%) of the cost of item or service.

7. Prohibited Expenses. The Parent agrees not to use Scholarship Funds for the following specified 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.

8. Parental Responsibilities Relating to Proper Use of Scholarship Funds.

- a. The Parent agrees to use the Scholarship Funds deposited in his or her Education Student Account only for Qualifying Educational Expenses for the student who was awarded the Scholarship Funds.
- b. The Parent acknowledges his or her understanding that the use of Scholarship Funds for items or services that do not constitute Qualifying Educational Expenses may result in the forfeiture of the Scholarship and the Parent and student being deemed ineligible for the Program.
- c. The Parent agrees that if the Authority determines that Scholarship Funds were used for an item or service other than a Qualifying 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.
- d. The Parent acknowledges his or her understanding that providing tutoring, teaching services or educational therapy to his or her student who is in his or her immediate family or, if the student is a Home School student, to a member of the household of the student's Home School, is not a Qualifying Educational Expense and Scholarship Funds are strictly prohibited from being used for this purpose.
- e. The 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 such documentation within the time allotted by the Authority may result in forfeiture of Scholarship Funds.
- f. The Parent acknowledges his or her understanding that: (1) Scholarship Funds belong exclusively to the Parent and the Parent's student; (2) only the Parent is permitted to complete the parental endorsement of Scholarship Funds for disbursement to the Direct Disbursement School; and (3) the Parent must personally authorize each transaction from his or her Education Student Account and MyPortal account.
- g. The Parent agrees not to give his or her Education Student Account number or MyPortal account information, including passwords, directly to an Eligible School or a service provider or allow his or her Education Student Account or

MyPortal account information to be copied by an Eligible School or service provider.

h. The Parent warrants that he or she will not accept a refund or rebate of any Scholarship Funds from an Eligible School, a provider of services, or from any other individual or entity. The Parent agrees to immediately notify the Authority if a refund is either warranted or received. If the Parent receives a refund of Scholarship Funds, the Parent further agrees to return those funds to the Authority in the manner and by the deadline set by the Authority.

9. **Student Testing Requirement.** If applicable, the Parent agrees to allow his or her student to participate in any nationally standardized testing administered by the Direct Disbursement School as required by the Program.

10. **Transfers.** The Parent agrees to notify the Authority if the student transfers from one Eligible School or Home School to another Eligible School in the manner and by the deadline set by the Authority.

11. **Access to Records.** The Parent agrees to provide the Authority access to all records related to the use of Scholarship Funds and his or her Education Student Account.

12. **Non-Compliance with Program Rules.**

- If the Authority determines that a Parent is noncompliant with Program Rules or requirements, the Parent understands and agrees that the Parent and his or her student may be deemed ineligible to participate in the Program and any other Programs administered by the Authority and may be required to forfeit remaining Scholarship Funds.
- If the Authority determines that Scholarship Funds have been misspent in violation of Program Rules or requirements and/or for an item or service other than a Qualifying 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.

13. **Assignment.** This Agreement is not assignable.

14. **Termination of Agreement.** This Agreement shall be effective when executed and shall remain in effect until June 30, 2026, 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 full-time in: (1) a North Carolina public school within the LEA to which the student is assigned (2) another North Carolina public school for which payment of tuition is not required; or (3) a Department of Defense School; (b) notice from the Parent that he or she intends to terminate its



EDUCATION STUDENT ACCOUNTS FOR CHILDREN WITH DISABILITIES PROGRAM PARENTAL AGREEMENT 2025-26

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.

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 biological, 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 biological 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.

Do not sign or submit this copy of the Agreement. This copy is provided for parents to review prior to signing the Agreement electronically.

REFERENCE COPY