

## **EDUCATION STUDENT ACCOUNT FOR CHILDREN WITH DISABILITIES PROGRAM FACILITY PROVIDER PARTICIPATION AGREEMENT**

The Education Student Account for Children with Disabilities Program (“Program”) was established in 2021 by the 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. Facilities and their Providers, including those providing tutoring and teaching services that are approved by the Authority to provide services under the Program or those providing educational therapies that are approved by the Authority to provide services under the Program (hereafter “Facility and its Providers”) must comply with certain statutory and regulatory requirements. Proper execution of this agreement (“Agreement”) is a prerequisite to a Facility and its Providers’ participation in the Program. Funds for the scholarships are contingent each year upon appropriations made available to the Authority by the General Assembly.

The Facility and its Providers agree to participate in the Program and thereby receive scholarship funds from eligible students as determined by the Authority under the following terms and conditions:

1. The Facility and its Providers will comply with all relevant statutes and rules that pertain to the administration of the Program, 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 Facility and its Providers’ obligation to comply with other applicable statutes and rules.
2. The Facility warrants that it is either (1) a facility that employs individuals who provide teaching or tutoring services; or (2) a facility that employs practitioners who provide educational therapies.
3. If the Facility provides teaching or tutoring services, the facility warrants that the facility’s teachers or tutors each individually hold a license that meets the requirements set by the Authority, or are individually accredited by a State, regional, or national accrediting organization that is acceptable to the Authority, as set forth in Attachment 1 to this Agreement (hereafter “Attachment 1), and the Facility agrees to submit provider credentials to the Authority for each individual provider upon request.

4. If the Facility provides educational therapies, the facility warrants that the facility's practitioners each individually hold a license that meets the requirements set by the Authority or are individually accredited by a State, regional, or national accrediting organization that is acceptable to the Authority, as set forth in Attachment 1, and the Facility agrees to submit provider credentials to the Authority for each individual provider upon request.
5. The Facility warrants that it has confirmed that none of its Providers are a member of the student's immediate family and, if the student is a Home School student, are not a member of the households belonging to the student's Home School.
6. The Facility agrees to provide the Authority access to all records related to the administration of the Program, including student records for the purpose of, among other things, conducting Program reviews.
7. The Facility and its Providers agree that they will not refund any Program funds directly to a Parent or an eligible student in any manner at any time. If a refund of Program funds is due, the Facility or its Providers agree to contact the Authority directly and refund any scholarship funds to the Authority, in the manner and by the deadline required by the Authority, in order for the Authority to return the scholarship funds to the Parent's Education Student Account.
8. The Facility and its Providers agrees to provide every Parent participating in the Program with an invoice for all qualifying expenses charged by the Facility and its Providers, including tutoring services, teaching services, and educational therapy services. Providing invoices to ESA parents is required in order for the Parent to use scholarship funds to pay for the qualifying expenses
9. The Facility and its Providers agree that they will not require any additional fees based on the status of the student as an eligible student under the Program.
10. The Facility and its Providers agrees that it will not use the Authority's trademark, trade name or logo, for any purpose, including in any publicity, website, promotion, news release or disclosure, except the Facility and its Providers are permitted to link to the Authority's website for informational purposes.
11. The Facility and its Providers agree to maintain all records related to the Program for a period of five years from the close of the Facility's fiscal year.
12. The Facility and its Providers agree to participate in any training pertaining to the Program that may be required from time to time by the Authority.
13. The Facility and its Providers agree to notify the Authority promptly of any change affecting the Facility and its Providers' ability to comply with any of the terms and conditions of this Agreement.

14. If the Authority determines that the Facility or its Providers are noncompliant with Program requirements, the Facility and its Providers understand and agree that it will be ineligible to participate in the Program and will notify the parents or guardians of eligible students of its loss of eligibility to participate in the Program.
15. The Facility warrants that it will provide a copy of this Agreement to the Providers at its facility, who provide services to a student participating in the Program, and require them to read and review the Agreement.
16. This Agreement is not assignable.
17. This Agreement shall be effective when executed and shall terminate immediately upon written notice of the occurrence of the following: (a) any material change in the Facility and its Providers affecting this Agreement; (b) notice from the Facility and its Providers of its intent to terminate its participation in the Program; (c) notice from the Authority of its intent to terminate the Facility'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.
18. The undersigned represents and warrants that he or she is authorized to bind the Facility to the terms and conditions of this Agreement.

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**Name of Facility**

By: \_\_\_\_\_ SEAL      Date: \_\_\_\_\_  
**Facility Representative's Signature**

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Printed Name

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Title

## **Provider Credentials: *criteria and requirements***

North Carolina statute (G.S. § 115C-595(a)(3)c) requires that the State Education Assistance Authority (“Authority”) ensure that funds awarded to students are spent by the parents on qualified providers of teaching or tutoring services, and also qualified providers of educational therapies such as speech therapy.

Acceptable credentials for individual providers are described below. Facilities which enter into an agreement for their providers should ensure that the individuals employed as providers have the following credentials.

### Teaching and Tutoring Services

Qualified providers will hold a teaching certificate from North Carolina or another state. It is not a requirement that the provider’s teaching certificate be current. Alternatively, the provider will hold a bachelor’s degree.

### Educational Therapies

Qualified providers must individually hold a license or accreditation that is recognized by a State, regional, or national organization that governs the field of therapy for which they are providing services.