

**EDUCATION STUDENT ACCOUNTS  
FOR CHILDREN WITH DISABILITIES PROGRAM**

**SCHOOL AND SCHOOL EMPLOYEE PROVIDER AGREEMENT**

The Education Student Accounts for Children with Disabilities Program (hereafter “ESA+ Program” or “Program”) was established in 2021 by the North Carolina General Assembly to provide scholarships to certain students attending eligible nonpublic schools to pay for tuition and fees and certain qualifying education expenses, including tutoring and teaching services and educational therapy. 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.

Nonpublic schools whose employees have the credentials to qualify as ESA+ Program Providers and who either (1) provide tutoring and teaching services that are approved by the Authority or (2) provide educational therapies that are approved by the Authority (hereafter “School and School Employee Providers”) must comply with certain statutory and regulatory requirements. Proper execution of this agreement (“Agreement”) is a prerequisite to a School and its School Employee 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 School and its School Employee 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. **Compliance with Program Requirements.** The School and its School Employee 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 School and its Providers’ obligation to comply with other applicable statutes and rules.
2. **Providing tutoring or teaching services or educational therapy directly to a student.** The School warrants that its employees that are providing direct services to the scholarship student as a Provider are either (1) providing teaching or tutoring services to the student in addition to any teaching services that **are** provided to the

student during the regular school day during the school year which are covered by payment of required tuition and fees; or (2) providing educational therapy to the student in addition to any educational therapy that is provided to the student during the regular school day during the school year.

3. **Required Provider Credentials for Teaching and Tutoring Services.** If the School and School Employee provide teaching or tutoring services in addition to teaching services provided to the student during the regular school day to an ESA+ scholarship student, the School warrants that the School Employee teachers or tutors each individually holds an active or inactive teaching license issued in North Carolina or in another State within the United States. If the provider does not hold a teaching license, the School warrants that the School Employee holds a Bachelor's Degree from an institution of higher education, and the School and School Employee agrees to submit provider credentials to the Authority for each individual provider upon request.
4. **Required Provider Credentials for Educational Therapy.** If the School and School Employee Provider provide educational therapies in addition to educational therapies provided to the student during the regular school day to an ESA+ scholarship student, the School warrants that the School Employee practitioners each individually hold a current and active North Carolina professional license in their field. In the alternative, if the practitioner's field does not require a professional license, the School warrants that the School employee practitioner is accredited through another governing body or organization, and the School and its Providers agree to submit provider credentials to the Authority for each individual employee/provider upon request.
5. **Provider is Not a Member of the Student's Immediate Family.** The School warrants that it has confirmed that none of its School Employee Providers are providing services directly to a member of the student's immediate family and, if the student is a Home School student, none of its providers are a member of the households belonging to the student's Home School.
6. **Return of Funds Policy.** The School and its School Employee 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 School agrees 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.
7. **School will Provide Invoices to Families upon Request.** The School and its Providers agree to provide every Parent participating in the Program with an invoice for all qualifying expenses charged by the School and its School Employee Providers, upon request, including tutoring services, teaching services, and educational therapy services.

8. **No additional fees.** The School and its School Employee Providers agree that they will not require any additional fees based on the status of the student as an eligible student under the Program.
9. **Use of the Authority's Logo.** The School and its School Employee Providers agree that they 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 School and its School Employee Providers are permitted to link to the Authority's website for informational purposes.
10. **Access to School Records.**
  - a. The School and its School Employee Providers agree 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.
  - b. The School and its School Employee Providers agree to maintain all records related to the Program for a period of five years from the close of the School's fiscal year.
11. **Training on Schools Responsibilities for the K12 Programs.** The School and its School Employee Providers agree to participate in any training pertaining to the Program that may be required from time to time by the Authority.
12. **Termination of Agreement.** 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 School and its School Employee Providers affecting this Agreement; (b) notice from the School of its intent to terminate its participation in the Program; (c) notice from the Authority of its intent to terminate the School and School Employee Provider'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.
13. **Miscellaneous.** The School and its School Employee Providers agree to notify the Authority promptly of any change affecting the School and its School Employee Providers' ability to comply with any of the terms and conditions of this Agreement.
14. **Violation of the Terms of the Agreement.** If the Authority determines that the School or its School Employee Providers are noncompliant with Program requirements, including the terms of this Agreement, the School understands and agrees that it may be ineligible to participate in the ESA+ Program and the Opportunity Scholarship Program and will notify the parents or guardians of eligible students of its loss of eligibility to participate in the Program(s).
15. **Review of Agreement.** The School warrants that it will provide a copy of this Agreement to the School Employee Providers at its School, who provide services to

January 22, 2024

*School Employee Provider Agreement*

a student participating in the Program, and require them to read and review the Agreement.

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

17. The undersigned represents and warrants that he or she is authorized to bind the School to the terms and conditions of this Agreement.

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**Name of School**

By: \_\_\_\_\_ SEAL Date: \_\_\_\_\_  
**HDMA**

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Printed Name

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Title