



INSTITUTIONAL AGREEMENT TO PARTICIPATE IN THE STATE OF INDIANA FUNDED STUDENT FINANCIAL AID PROGRAMS PROPRIETARY SCHOOL

Pursuant to and subject to the provisions of the following programs:

1. *Higher Education Award (IC 21-12-3 & 500 IAC, et seq.)*
2. *Twenty-first Century Scholars Program (IC 21-12-6 & 500 IAC, et seq.)*
3. *Minority Teacher; Special Education, Occupational Therapy and Physical Therapy Scholarships Program (IC 21-13-2)*
4. *Nursing Scholarship Fund Program (IC 21-13-3)*

The institution: - **INSERT SCHOOL NAME and TITLE IV NUMBER** - (hereinafter referred to as the "Institution"), applies to participate in and comply with the rules, regulations and guidelines of the above named state-funded student financial aid programs. The Institution and the Indiana Commission for Higher Education (hereinafter referred to as the "Commission") hereby agree to the following provisions. This Agreement becomes effective on the date executed by the Commission.

ARTICLE I. GENERAL PROVISIONS

The Institution must:

1. Be a college or university in the state of Indiana whose six-digit Title IV federal school code is not the same as any out-of-state branch or campus, that meets accreditation and eligibility requirements as stipulated in pertinent statute(s) of the Indiana Code, Administrative Code, and other Commission rules.
2. Comply with all program rules, regulations and guidelines for the student financial aid programs administered by the Commission in which the Institution is eligible to participate and elects to participate.
3. Maintain records of student eligibility and disbursement for aid recipients, including the application for financial aid, the financial aid need analysis, the financial aid award, all financial aid disbursements made to the student, pertinent academic records, and other records substantiating student eligibility to participate within an office within the state of Indiana.
4. Provide pertinent information, records, and reports requested by the Commission in a timely manner.
5. Submit for the Commission's approval its policy statements relating to satisfactory progress, refund or repayment, professional judgment and student budgets. Submit updates and corrections to these policies annually or as requested by the Commission.
6. Submit all reports and information required by the Commission in regard to the administration of the program(s) on or before the announced deadline dates.

If the Institution is determined eligible to participate, the Institution, its branch campuses (if any), and its representatives will *notify the Commission within 30 days of any change to information reported in this Agreement.*



ARTICLE II. GENERAL TERMS AND PROGRAM PROVISIONS

All obligations of the Institution and Commission shall be subject to and governed by the terms of this Agreement and the program provisions of each program, as applicable. A summary of major institutional responsibilities for each program is attached as appendices.

ARTICLE III. ACCREDITATION

“A parent institution” as used in this document means an institution which has one or more separate branch campuses under administration. The Institution may own one or more parent institutions, each of which may have one or more branches under administration. Any parent institution or branch campus located in Indiana and seeking to participate in state student assistance programs under this agreement must be operating under a six-digit Title IV federal school code (or number) as assigned by the U.S. Department of Education which is distinct from the six-digit Title IV federal school code of any non-Indiana parent institution or branch campus. The Institution, its parent institution(s) and its branch campus(es) may operate in more than one physical location, each of which are here considered branch campuses; for this purpose, a branch campus is a site operated by the Institution’s parent company at which a student may complete an approved program of study.

ARTICLE IV: OWNERSHIP & LOCATION

1. Is the Institution covered by this Agreement a parent institution with one or more branches? Yes ___/No ___
If yes, enter the name and address of the main campus and each branch campus that is included in the Institution's accreditation.

	Name	Address/City/Zip	Title IV #
Institution Main Campus			
Branch Campus			
Branch Campus			
Branch Campus			
Branch Campus			

If there are multiple parent institutions as well as branch campuses, please list on a separate sheet of paper including relationships between sites, Title IV numbers, and site locations’ address/city/zip information as above.

2. The institution is fully accredited by (List agency):

- Date of last accreditation review: ____ / ____ (month & year)
- Date of next accreditation review: ____ / ____ (month & year)
3. Does the Institution participate in the federal Pell Grant program? Yes ___/ No ___
4. Does the institution participate in the federal Direct student loan program? Yes ___/ No ___



ARTICLE V. TERMINATION

1. This Agreement automatically terminates:
 - a. On the date the institution no longer qualifies as an eligible institution; or
 - b. On the date the institution undergoes a change in ownership that results in a change in control.
2. If the Commission finds that any of the assurances or representations made in connection with this Agreement or any application for funds to be incomplete or incorrect or that there has been failure to comply with any of the provisions of the Agreement or that the Institution is deemed to be ineligible for any other reason, the Commission may, after notice of and an opportunity afforded for a hearing, terminate the Agreement or take such other actions as may be necessary and appropriate to protect the interests of the state of Indiana.
3. If the Commission wishes to terminate this Agreement, the Commission will establish the termination date.
4. Should the Institution wish to terminate this Agreement, it agrees to provide the Commission with 60 days notice of its intention to do so.
5. The termination of this Agreement shall not affect obligations previously incurred by either party under this Agreement. The Commission will, in the event of termination, advise the Institution as to the date of termination and what procedures are to be employed in ending the Institution's participation in state grant programs hereunder.
6. This agreement remains in force until either party terminates it or the Commission requests the Institution update its information by requesting it re-apply for participation in the grant programs.



SIGNATURES OF AGREEMENT

The required signatures apply to all attached Appendices (A, B, C, D, E, and F) and all state of Indiana funded student financial aid programs listed in the first paragraph of the Agreement unless the institution explicitly excludes in writing one of the programs. This Agreement must be signed by the Institutional Representative (an officer legally authorized to execute this agreement for and on behalf of the Institution), the Director of Financial Aid and the Twenty-first Century Scholar Representative (as listed in Appendix B). An application is considered incomplete if the Appendices are not initialed by the Institutional Representative, dated, and attached to this Agreement.

I, the undersigned Institutional Representative, certify that I am an official of the institution and am authorized to act on its behalf. I have read and understand this agreement and the Appendices A, B, C and D and certify the institution will comply with the requirements stated herein.

SIGNATURE OF INSTITUTIONAL REPRESENTATIVE (IR)

SIGNATURE FOR THE COMMISSION

IR'S PRINTED TITLE

PRINTED NAME

IR'S PRINTED NAME

SIGNATURE DATE

IR'S SIGNATURE DATE

PRINTED NAME OF FINANCIAL AID DIRECTOR	
SIGNATURE OF FINANCIAL AID DIRECTOR	
SIGNATURE DATE	

PRINTED NAME OF 21 ST CENTURY SCHOLAR REPRESENTATIVE	
SIGNATURE OF 21 ST CENTURY SCHOLAR REPRESENTATIVE	
SIGNATURE DATE	

SCHOOL TITLE IV #:	
SCHOOL NAME:	
SCHOOL ADDRESS:	
IR'S OFFICE ADDRESS:	

If the application is approved, the Commission will return a copy of the signed agreement to the Institutional Representative named above with any appropriate addenda or comments. If the application is denied, the Institutional Representative will be notified in writing of the reasons for denial and the procedures for appealing the decision.



Appendix A

SUMMARY OF MAJOR PROVISIONS OF ALL STATE FUNDED FINANCIAL AID PROGRAMS

(Including one or more but not limited to IC 21-12-3, IC 21-12-6 & 500 IAC and appropriate federal regulations)

The Institution agrees to comply with the following requirements as a condition of participating in state of Indiana funded student financial aid programs.

Institutional Responsibilities (see also 500 IAC 1)

The Institution shall:

1. Verify student eligibility for awards according to program statutes, rules, and guidelines.
2. Monitor the recipient's continuing eligibility (including satisfactory academic progress), adjusting the award when necessary.
3. Maintain and be able to produce at the request of the Commission, all records necessary to substantiate the student's eligibility and to verify disbursements. Further, be able to reconstruct the student's eligibility calculation at the Commission's request.
4. Disburse funds in accordance with instructions and all applicable rules and regulations.
5. Assume responsibility for collection of award repayments if applicable.
6. Reconcile records by the methods and times required by the Commission.
7. Make other reports by the methods and times required by the Commission.
8. Notify the commission at any time the institution does not offer at least a two-year associate's degree program.
9. Hold students financially harmless for the amounts of properly-awarded Commission grants and/or scholarships in the event the school does not reconcile by the Commission's prescribed dates.

Initials of IR and Date



Appendix B

SUMMARY OF SPECIAL MAJOR PROVISIONS OF THE TWENTY-FIRST CENTURY SCHOLARSHIP PROGRAM

(Including but not limited to IC 21-12-6 & 500 IAC and appropriate federal regulations)

The Institution agrees to comply with the following requirements as a condition of participating in state of Indiana funded student financial aid programs and administering Twenty-first Century Scholarship aid.

Institutional Responsibilities (see also 500 IAC 8)

The Institution shall:

1. Appoint a staff or faculty member as the Twenty-first Century Scholar Representative and contact person (herein the Representative).
2. Inform the Commission when the Representative changes. The current Representative is:

Printed Name	Work Address	Tel. #	Email

3. Establish and offer mentoring programs for Program scholarship recipients as required under IC 21-12-6 *et seq.*
4. Verify student eligibility for a Twenty-first Century Scholars Award according to program statutes, rules, and guidelines.
5. Monitor the recipient's continuing eligibility (including satisfactory academic progress), adjusting the award when necessary.
6. Maintain and be able to produce at the request of the Commission, all records necessary to substantiate the student's eligibility and to verify disbursements. Further, be able to reconstruct the student's eligibility calculation at the Commission's request.
7. Disburse funds in accordance with instructions and all applicable rules and regulations.
8. Assume responsibility for collection of Twenty-first Century Scholars Award repayments if applicable.
9. Reconcile records when and as requested by the Commission.
10. Make other reports when and as required by the Commission including but not limited to retention and graduation reports for Twenty-first Century Scholars.
11. Notify the commission at any time the institution does not offer at least a two year associate's degree program.
12. Hold students financially harmless for the amounts of properly-awarded Commission grants and/or scholarships in the event the school does not reconcile by the Commission's prescribed dates.

Initials of IR and Date



Appendix C

SUMMARY OF SPECIAL MAJOR PROVISIONS OF THE NURSING SCHOLARSHIP FUND PROGRAM

(Including but not limited to IC 21-13-3 & 500 IAC and Appropriate Federal Regulations)

The Institution agrees to comply with the following requirements as a condition of participating in state of Indiana funded student financial aid programs, and administering nursing scholarship aid.

Institutional Responsibilities (see also 500 IAC 8)

The Institution shall:

1. List the types of nursing degree(s) that are offered:

Degree(s) Offered
1.
2.
3.

2. Verify student eligibility for awards according to program statutes, rules, and guidelines.
3. Monitor the recipient's continuing eligibility (including satisfactory academic progress), adjusting the award when necessary.
4. Maintain and be able to produce at the request of the Commission, all records necessary to substantiate the student's eligibility and to verify disbursements. Further, be able to reconstruct the student's eligibility calculation at the Commission's request.
5. Disburse funds in accordance with instructions and all applicable rules and regulations.
6. Assume responsibility for collection of award repayments if applicable.
7. Reconcile records by the methods and times required by the Commission.
8. Make other reports by the methods and times required by the Commission.
9. Notify the commission at any time the institution no longer offers a nursing scholarship eligible program.
10. Notify the commission at any time the institution no longer offers at least a two year associate's degree program.
11. Hold students financially harmless for the amounts of properly-awarded Commission grants and/or scholarships in the event the school does not reconcile by the Commission's prescribed dates.

Initials of IR and Date



Appendix D
SUMMARY OF SPECIAL MAJOR PROVISIONS OF
THE MINORITY TEACHER; SPECIAL EDUCATION, OCCUPATIONAL THERAPY
AND PHYSICAL THERAPY SCHOLARSHIPS PROGRAM

(Including but not limited to IC 21-13-2 & 500 IAC and Appropriate Federal Regulations)

The Institution agrees to comply with the following requirements as a condition of participating in state of Indiana funded student financial aid programs and administering minority teacher, special education, occupational therapy, and physical therapy scholarship aid.

Institutional Responsibilities (see also 500 IAC 8)

The Institution shall:

1. List the types of teaching or therapy degree(s) that are offered:

Sub-Type	Degree(s) Offered
1. Teaching	
2. Special Education	
3. Occupational Therapy	
4. Physical Therapy	

2. Verify student eligibility for awards according to program statutes, rules, and guidelines.
3. Monitor the recipient's continuing eligibility (including satisfactory academic progress), adjusting the award when necessary.
4. Maintain and be able to produce at the request of the Commission, all records necessary to substantiate the student's eligibility and to verify disbursements. Further, be able to reconstruct the student's eligibility calculation at the Commission's request.
5. Disburse funds in accordance with instructions and all applicable rules and regulations.
6. Assume responsibility for collection of award repayments if applicable.
7. Reconcile records by the methods and times required by the Commission.
8. Make other reports by the methods and times required by the Commission.
9. Notify the commission at any time the institution does not offer at least one of program which would qualify for the awarding of this scholarship.
10. Hold students financially harmless for the amounts of properly-awarded Commission grants and/or scholarships in the event the school does not reconcile by the Commission's prescribed dates.

Initials of IR and Date



Appendix E

GENERAL SECURITY AGREEMENT FOR THE USE OF THE COMMISSION'S ELECTRONIC EXCHANGE OF DATA

The Institution agrees to comply with the following requirements as a condition of participating in State of Indiana funded student financial aid programs.

Institutional Responsibilities

The "Electronic Exchange of Data" referred to in this Appendix is a generic term to describe the process used by the Commission and the Institution to conduct electronic exchanges of information about students and awards from the Application through the Reconciliation cycles. It includes the agency's web-based processing services/products associated with exchanging data electronically, such as *GRADS*, *xGRADS*, *eStudent*, data files and any other means the Commission uses to transmit and receive information about students and awards. Note that without Internet access and proper computer hardware and software, the institution cannot participate in state of Indiana funded student financial aid programs.

The Institution agrees that:

1. Passwords and user identification numbers (IDs) used to access the Commission's system of electronic exchange of data are to be treated as confidential information, not to be shared. Employees of the Institution who work with Commission processes/data will sign and comply with agreements governing usage of Commission electronic applications. Institution aid directors will provide a signed list of staff to have Commission program access. Passwords/IDs will not be provided to employees not on the director's list or for whom the Commission does not have a signed agreement.
2. Computerized files created by or for the Commission and all information and documents associated with these files are considered owned by the Commission. To the extent authorized by law, these files and the data contained within these computerized files, will be treated with the utmost confidentiality.
3. The Institution will take necessary precautions to protect the data owned by the Commission from unauthorized access, change or destruction. Data will not be altered, destroyed, copied, uploaded, or downloaded from the Commission except as authorized by the Commission.
4. It is understood that, if it appears to be urgent and necessary, the Commission reserves the right to revoke, without notice, the electronic access it has granted to the Institution.
5. The Institution will take necessary precautions to make sure that any employee whose change in employment status or duties no longer necessitates access to the Commission's data is denied access to that information. The Institution will promptly and regularly update user agreements and director lists so as to limit access to Commission data and programs only to those personnel permitted to by the Institution.
6. The Institution will comply with all federal and Indiana information security and confidentiality laws, including the Federal Privacy Act and the Commission's security and confidentiality policies and procedures.
7. The Institution will maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) who create, update or transmit the Commission's data.
8. To the extent authorized by law and caused by the negligence or intentional misconduct of itself, its employees or agents, the Institution will accept liability for any direct or consequential damages to the Commission and its databases.
9. The Institution will ensure that information transmitted electronically or otherwise to the Commission has been examined and is complete and accurate to the best of its knowledge, and that electronically transmitted information is properly encrypted, secure, and free of viruses, Malware, Trojans, or other malicious software or components.
10. The Institution will sign a Memorandum of Understanding (MoU) with the Commission, by means of which unit records for all students enrolled in the institution will be submitted annually to the Commission in accordance with the Commission's Student Information System (SIS) instructions and definitions. Data submitted by the Institution will be available to the state for, among other uses, the reporting of educational trends and the analysis of student performance, graduation rates and employment outcomes.

Initials of IR and Date



Appendix F

DOCUMENTATION REQUIRED IN ADDITION TO INSTITUTIONAL AGREEMENT AND APPENDICES A, B, AND C

Please check the box if the required documents are included in the application or write a separate statement as to why the materials cannot be supplied. **You should, where applicable, provide specific web addresses where requested information below can be found as opposed to submitting paper documents.**

- 1) ___ Confirmation of the institution's full accreditation.
- 2) ___ A description of the qualifications of staff specifically devoted to the administration of student financial aid.
- 3) ___ A copy of the institution's agreement to participate in the federal student financial aid program. If the institution is conditionally certified for participation, please explain why.
- 4) ___ A copy of the institution's most recent FISAP.
- 5) ___ A copy of the institution's latest non-federal audit of student financial aid programs.
- 6) ___ A copy of the institution's latest federal program review of financial aid programs.
- 7) ___ A copy of the institution's withdrawal rates and cohort default rates for each of the past three years.
- 8) ___ A copy of the institution's official undergraduate catalog (including a calendar)
- 9) ___ A copy of the institution's return of funds (refund) policy.
- 10) ___ A copy of the institution's Satisfactory Academic Progress (SAP) policy.
- 11) ___ A copy of the institution's Professional Judgment (PJ) policy.
- 12) ___ A copy of the institution's financial aid handbook (if any).
- 13) ___ A copy of the institution's student handbook (if any).

Initials of IR and Date