



# Office of the Treasurer of State

## Education Scholarship Account Program

One North Capitol Avenue | Suite 900  
Indianapolis, IN 46204

### **PARTICIPATING ENTITY AGREEMENT - QUALIFIED SCHOOL 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 participating entity is an individual, organization, agency, or other entity authorized by the Indiana Treasurer of State's Office to provide services to INESA students. All participating entities 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 via a secure online portal. Parents 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 “qualified schools”, as defined by IC 20-51.4-2-10, wishing to be considered as a “participating entity,” as defined by IC 20-51.4-2-6, in the INESA program for the 2022-2023 school year. Before you complete the agreement, please do the following:

1. Read through 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 through IC 20-51.4 as it provides the complete list of rules and requirements for the INESA program.
3. Read and Review the Participating Entity Handbook.
4. If your school is not currently accredited by the Indiana State Board of Education (SBOE) or an SBOE recognized accrediting agency, you must complete the appropriate process for accreditation (IC 20-51-1-4.7). For accreditation related questions, please contact the Office of Accountability and Accreditation.



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### ASSURANCES

As a condition of becoming a participating entity in the INESA program, the qualified school (“School”) makes the following assurances by the authorized representative's signature:

1. I am an authorized representative of School described at the end of this agreement with the authority and capacity to act on behalf of School.
2. The information provided in this agreement is true and accurate. Any misrepresentation could result in denial and/or termination from the INESA program.
3. School is a nonpublic school accredited by either the state board or a national or regional accreditation agency that is recognized by the state board: (1) to which an eligible student is required to pay tuition to attend; and (2) that agrees to enroll an eligible student. (IC 20-51.4-2-10)
4. School shall to inform the Indiana Department of Education (“DOE”) via the Enrollment and Mobility (“EM”) Report within five (5) business days of an eligible student being withdrawn, expelled, or not in attendance for twenty (20) consecutive school days, in accordance with the DOE rule. (512 IAC 4-1-5)
5. School acknowledges that retroactive reimbursement to the TOS and/or to the eligible student’s account may be required, and/or future payments may be adjusted as a result of the withdrawal or expulsion of a student or changes in the law.
6. School 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))
7. School shall participate in any data collections required by the DOE pursuant to IC 20-51-1-4.7, IC 20-51-4-6, IC 20-51-4-7, IC 20-51-4-10, or 512 IAC 3 and 4.
8. If School accepts payments for tuition and fees made from an account under the INESA program, School shall administer to its eligible students, for the applicable grade levels as provided under IC 20-32-5.1, the statewide assessment unless otherwise prescribed by the eligible student’s: (1) individualized education program; (2) service plan developed under 511 IAC 7-34; (3) choice special education plan developed under 511 IAC 7-49; or (4) plan developed under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794. (IC 20-51.4-5-3)
9. School shall not charge an eligible student participating in the program an amount greater than a similarly situated student who is receiving the same or similar services; all fees and discounts must be applied uniformly to all students.
10. School understands, acknowledges, and agrees that an eligible student with an INESA account shall not conflict with or alter any other applicable scholarships or aid the student is eligible to receive.
11. School shall only accept INESA payments for “qualified expenses” as defined by IC 20-51.4-2-9.



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12. School shall provide an itemized and detailed invoice to a parent of an eligible student or an emancipated eligible student for each qualified expense charged for education or related services provided to the eligible student, and School shall provide a receipt to a parent of an eligible student or an emancipated eligible student for each qualified expense charged for education or related services provided to the eligible student. (IC 20-51.4-5-5)
13. School shall accept INESA payments with quarterly disbursements from the eligible student's account for the duration of time that the eligible student maintains enrollment in School.
14. School shall also accept payments for any qualified expense from a source other than the eligible student's INESA account. (IC 20-51.4-4-8)
15. School shall provide necessary banking information upon approval as a participating entity in the INESA program in order to accept payments from an eligible student's INESA account.
16. School shall provide the TOS with information about the special education services, materials, staff, curriculum, and/or other programs available from the School, including any other providers associated with the School providing said services in order for parents of eligible students or emancipated eligible students to make informed decisions on which School will provide the best learning environment for the eligible student.
17. School shall not receive duplicate payments from any other source for the same services paid for using INESA funds. A violation may result in civil and/or criminal penalties.
18. School shall not refund any part of the payment directly to the parent of the eligible student or the emancipated eligible student. Any refund provided by School shall be deposited into the eligible student's account. (IC 20-51.4-4-9)
19. School attests that all School employees shall keep current and valid any and all licensure, certification, or accreditation necessary; School shall inform INESA of any changes, revocations, and/or lapses.
20. School attests that School shall keep current and valid any and all licensure, certification or accreditation associated with the qualified expenses provided; School shall inform INESA of any changes, revocations, and/or lapses.
21. School shall notify the DOE, the TOS, and/or the applicable licensing board if an employee is convicted of certain felonies. (IC 20-28-5-8)
22. School shall conduct an expanded criminal history check and expanded child protection index check for all employees or contracted individuals who will have "direct, ongoing contact with children." (IC 20-26-5-10)
23. School shall identify which qualifying expenses School can provide at the time of application. School shall identify if School can offer said qualifying expenses in any other languages. School shall identify if School can offer said qualifying expenses virtually.
24. School shall notify the TOS if at any time they are no longer capable of providing any qualified expenses advertised.



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25. School understands, acknowledges, and agrees that the TOS and any of its contractual partners may advertise, market, and/or publish general information about School and the qualified services offered by School on any of its online platforms.
26. School understands, acknowledges, and agrees that parents of eligible students or emancipated eligible students shall be able to rate the parent's experience with School, and other parents of eligible students will be able to see the rating. (20-51.4-3-5(5))
27. School understands, acknowledges, and agrees that the TOS may refuse to allow School to continue participation in the program and revoke School's status as a participating entity if the TOS determines that School accepts payments made from an account under this article and: (1) has failed to provide any educational service required by state or federal law to an eligible student receiving instruction from the participating entity; or (2) has routinely failed to meet the requirements of a participating entity under the program. (IC 20-51.4-5-4(a))
28. School understands, acknowledges, and agrees that the TOS may permit School to reapply with the TOS for authorization to be a participating entity on a date established by the TOS, which may not be earlier than one (1) year after the date on which School's status as a participating entity was revoked. The TOS may establish reasonable criteria or requirements that School must meet before being reapproved by the TOS as a participating entity. (IC 20-51.4-5-4(c))
29. School 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.
30. School understands, acknowledges, and agrees that any questions and/or disputes regarding qualified services rendered under the INESA program are to be handled between School and the parents of eligible student or the emancipated eligible student; the TOS is not a party to said disputes nor will the TOS intervene or interfere with the contractual obligations arising from said agreements.
31. School shall review and renew this agreement annually.
32. In addition to this signed agreement, School shall also submit the following annually:
  - a. Admissions Policy for the relevant school year
  - b. Tuition and Fees Policy for the relevant school year
  - c. Discount Policy for the relevant school year
  - d. Proof of Accreditation (if not State accredited) for the relevant school year



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\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

### QUALIFIED SCHOOL INFORMATION

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
School Number

\_\_\_\_\_  
Grades Served

\_\_\_\_\_  
Address of school (Number and Street, City, State, and ZIP Code)

\_\_\_\_\_  
Internet / Website Address

\_\_\_\_\_  
Name and Title of School Leader

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Name of Accrediting Body

\_\_\_\_\_  
Accreditation Expiration Date (Month, Day, Year)