

PROGRAM PARTICIPATION AGREEMENT FOR PUBLIC AND PRIVATE NON-PROFIT INSTITUTIONS OF HIGHER EDUCATION

District of Columbia Tuition Assistance Grant Program

Effective date of Approval:

The date on which this Agreement is signed on behalf of the Mayor of the District of Columbia.

Name of Institution: _____

Address: _____

TIN# _____ **DUNS#** _____

Two Year Institution: **Yes** _____ **No** _____

OPE ID# _____

The postsecondary institution of higher education (as defined in Section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001) listed above, referred to hereafter as the “institution,” and the Mayor of the District of Columbia Government, referred to hereafter as the “Mayor,” agree that the Institution shall be designated an eligible institution, and as such agrees to participate in the grant program authorized by the “District of Columbia College Access Act of 1999,” approved November 12, 1999, Pub. L. 106-98, 113 Stat. 1323, referred to hereafter as “the Act.” Further, the signing parties agree that such participation is subject to the terms and conditions set forth in this Agreement. As used in this Agreement, the term “Government” refers to the District of Columbia Government and the term “Secretary” refers to the Secretary of the US Department of Education.

SCOPE OF COVERAGE

This Agreement applies to all eligible public and private, non-profit institutions of higher education as defined in the Act, pursuant to Section 3 (c)(C), and 29 DCMR Chapter 7006.2

GENERAL TERMS AND CONDITIONS

The Institution understands and agrees that it is subject to and will comply with the Act and its implementing rules and regulations set forth in Title 29 DCMR, Chapter 70, DC Tuition Assistance Grant Program (as amended) for so long as it is eligible to participate in the student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended (20 U.S.C. 1070 *et. seq*). The recitation of any portion of the statute or regulations in this Agreement does not limit the Institution’s obligation to comply with other applicable statutes and regulations.

By entering into this Program Participation Agreement, the Institution agrees to:

- (a) Comply with all statutory provisions of, or applicable to, the DCTAG program, all applicable regulatory provisions prescribed under the statutory authority, and all provisions of the PPA.
- (b) Use any funds it receives under the DCTAG program and any interest or other earnings thereon, solely for the purpose specified in accordance with the DCTAG program.
- (c) Not request from or charge any student a fee for processing or handling any application, form, or data required to determine a student's eligibility for, and amount of, financial assistance.
- (d) Establish and maintain such administrative and fiscal procedures and records for at least five years following termination of participation in this program as may be necessary to ensure proper and efficient administration of funds received from the Director under the DCTAG program, together with assurances that the institution shall provide to the Director or Director's designee, upon request and in a timely manner, information relating to the administration of the funds.
- (e) Submit any additional reports to the Director at such time and containing such information as the Director may reasonably require in carrying out the purposes of the DCTAG program.
- (f) Submit reports to the Director on a term (quarter or semester) basis that will provide the names of all DCTAG grantees attending the institution; their intended major(s); grade point averages and classification (for example, freshman, sophomore, junior, senior). This also includes a verification of their financial eligibility to receive DCTAG funds and the actual amount received.
- (g) Submit reports to the Director within ten (10) business days of an original request, or no later than (10) business days following the end of each academic year, information on the academic status, grade point averages, and/or degree conferred for all DCTAG grantees.
- (h) Not impose any penalty, including, but not limited to, the assessment of late fees, the denial of access to classes, library, housing, other institutional facilities, the requirement that the student borrow additional funds, or have the student's proceeds from other aid programs diminished because of an inability to meet financial obligations to the institution as a result of the delayed disbursement of the funds by the D.C. Treasurer. This also includes delays attributable to the institution.

- (i) Comply with the institution's tuition refund policy if the student is entitled to a refund based on official or unofficial withdrawals from class or the institution and return the funds to the DCTAG program.
- (j) Notify the Director of the total withdrawal of any DCTAG grantee. The payment invoice shall serve as the notice of the total withdrawal to the Director.
- (k) Be liable for all funds improperly administered by the institution under the DCTAG program, this Chapter or the PPA, including any funds administered by its third-party services; and
- (l) Refer any parties interested in the DCTAG Program to the office of the State Superintendent of Education's website, www.osse.dc.gov.
- (m) Submit financial invoices for the financial assistance awarded pursuant to DCTAG and any administrative costs awarded to each eligible student no later than February 1 following the Fall semester, and no later than August 1 following the Spring semester.
- (n) Seek permission from OSSE to extend the deadlines in (m) above by providing a written request to OSSE for good cause to extend the deadline no later than 30 days before the deadline.

The PPA shall:

- (a) Become effective on the date that the Director signs the agreement;
- (b) Supersede any prior PPA between the Mayor and the institution;
- (c) Automatically terminate if the institution is no longer certified as an eligible institution under Title IV of the Higher Education Act.

IN WITNESS WHERE OF

The parties hereto have caused this Agreement to be executed by their duly authorized representatives:

Print President's Name: _____

Date: _____

**Signature of Institution's
Chief Executive Officer:** _____

For the Mayor of the District of Columbia:

**Kenneth McGhee, Director
Postsecondary and Career Education
Office of the State Superintendent of Education (OSSE)
Government of the District of Columbia**

Date: _____ **Signature:** _____