



**Office of the State Superintendent of Education (OSSE)  
Division of Postsecondary & Career Education  
Dual Enrollment Scholarship  
Application Submission Deadline:  
November 6, 2020 at 3 p.m. ET**

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**Part 1: Overview Information**

**Funding Opportunity:** Funding Opportunity: Spring and Summer 2021 Dual Enrollment Scholarship (DC Code §38-2602(b)(29)).

**Funding Opportunity Purpose:** The Office of the State Superintendent of Education (OSSE), Postsecondary and Career Education Division invites the submission of applications for this scholarship opportunity. The purpose of this scholarship is to support existing partnerships between local educational agencies (LEAs) and institutions of higher education (IHEs) in providing dual enrollment programming to eligible students in the District.

**Key Dates**

Application Opens	October 9, 2020
Pre-Application Info Session	October 14, 2020 at 9:00 a.m.
Application Due Date	November 6, 2020 at 3 p.m.
Award Announcement	November 18, 2020
Scholarship Funding Period	January 1, 2021 - Aug. 31, 2021
Mid-Year Data Submission	May 31, 2021
Final Data Submission	Sept. 7, 2021

## **Part 2: Full Text of the Scholarship Opportunity**

### **Section 1: Funding Opportunity Description**

#### **Background**

OSSE is pleased to announce a funding opportunity for partnerships between LEAs and IHEs providing dual enrollment programming to eligible students in the District that were previously funded by the Dual Enrollment Scholarship grant during school year 2019-20.

OSSE works urgently and purposely, in partnership with education and related systems, to sustain, accelerate, and deepen progress for DC students.<sup>1</sup> While many students are prepared for education after high school, quite a few of their peers are not adequately prepared to enroll in or persist through certificate training or undergraduate programs. Dual enrollment is one strategy that can assist in ensuring more students in the District have equal access to postsecondary credentials.

Dual enrollment programs provide high school students the opportunity to take college-level courses while in high school. Participation in dual enrollment programs ease student transitions from high school to college by providing an early college experience that helps students navigate the academic requirements of college and become familiar with a college campus culture. Such early college experiences can help students improve their academic and non-academic skills before college enrollment. The purpose of this scholarship is to cover the various costs for District students associated with enrolling in a postsecondary course, including tuition, fees, textbooks, and transportation. The overall goal is to reduce the financial burdens that may prevent District students from accessing dual enrollment services.

Please note that the level of funding available through this scholarship opportunity will be reduced this award period as OSSE is transitioning to support the Dual Enrollment Consortium (Consortium), which is dual enrollment programming that provides more equitable access to dual enrollment opportunities to all District of Columbia students.

In summer 2017, OSSE formed the Dual Enrollment Working Group in response to District LEAs' desire for additional dual enrollment opportunities for public and public charter school students. LEAs' feedback indicated that, while pockets of excellence existed, DC lacked an equitable high-quality dual enrollment system for students across the city. The product of the Dual Enrollment Working Group is the consortium.

Through the consortium OSSE plays a leadership role in comparison to previous types of dual enrollment programming. This role includes 1) identifying dual enrollment opportunities, 2) coordinating priorities and access to advanced coursework for high students, 3) facilitating strong partnerships between LEAs and IHEs, 4) managing a unified application process for the consortium, and 5) funding the program through cost-sharing.

To learn more about the opportunity to join the Dual Enrollment Consortium and supporting District of Columbia public and public charter students across the city, please contact Christina Beal at [Christina.Beal@dc.gov](mailto:Christina.Beal@dc.gov).

#### **Definitions**

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<sup>1</sup> See [Office of the State Superintendent of Education Strategic Plan 2019-23](#).

The following table contains key terminology for this scholarship application:

<b>Dual Enrollment</b>	Enables students who have not yet received a secondary credential to enroll in approved college courses, taken either on a high school or college campus, that may result in one of the following: 1. Postsecondary credit only for coursework, 2. Secondary and postsecondary credit for coursework, or 3. Completion of an associate degree.
<b>Dual Credit</b>	Refers to the academic credit awarded to dually enrolled students by both the LEA and partnering IHE after a student successfully completes a dual enrollment course.
<b>Dual Enrollment Partnership Agreement</b>	Refers to the formal agreement jointly established by an LEA and partnering IHE that specifies the terms of the dual enrollment program, including mutually agreed upon eligibility requirements, student support mechanisms, admission and enrollment processes, and the rights and responsibilities assigned to the LEA, partnering IHE, dual enrollment students, and their parents or guardians.
<b>Partnership or Program Partners</b>	LEAs and a partnering IHE that apply jointly for Dual Enrollment Scholarships and agree to provide dual enrollment programming to eligible DC high school students.

**OSSE Program Contact Information**

Christina Beal  
 Director, College and Career Readiness  
 Postsecondary & Career Education  
 Office of the State Superintendent of Education  
 1050 First St. NE, Fifth Floor  
 Washington, DC 20002  
 Phone: (202) 247-6390  
 Email: [Christina.Beal@dc.gov](mailto:Christina.Beal@dc.gov)

**Application Due Date and Questions**

A pre-application information session will be held virtually on Wednesday, October 14, 2020 at 9:00 a.m. Please contact Christina Beal ([Christina.Beal@dc.gov](mailto:Christina.Beal@dc.gov)) to RSVP by Monday October 12, 2020.

All applications are due to **OSSE by Friday, November 6, 2020 by 3 p.m.** Applications must be submitted via email to Christina Beal ([Christina.Beal@dc.gov](mailto:Christina.Beal@dc.gov)). Late applications will not be considered.

To ensure equal opportunity for all applicants, OSSE requests that applicants submit questions regarding the application electronically to [Christina.Beal@dc.gov](mailto:Christina.Beal@dc.gov) by Friday, October 30, 2020. Responses will be posted to [OSSE's website](#).

#### Contact Information

Christina Beal

Postsecondary and Career Education

1050 First St. NE, Fifth Floor, Washington, DC 20002

Email: [Christina.Beal@dc.gov](mailto:Christina.Beal@dc.gov)

### Section 2: Program Requirements

Through this funding opportunity, OSSE will support partnerships previously awarded the Dual Enrollment Scholarship grant during school year 2019-20 between LEAs and IHEs that improve key college readiness skills and competencies for students through dual enrollment opportunities. In addition to students having the opportunity to experience college, OSSE also wants students to be able to transfer the credits accumulated through dual enrollment to another IHE. All courses funded through the Dual Enrollment Scholarship must be at least three credits. Remedial or first-year seminar courses (as defined by the IHE) are not funding eligible courses.

Scholarship applications for academic year 2020-21 programming must address the following key areas:

1. Courses available
2. Target number of students to be served
3. Partnership agreement between LEAs and IHEs
  - a. Process to collect, maintain, and report academic and fiscal data
  - b. Student support mechanisms to meet application's stated course and student numbers.
4. Student support mechanisms
  - a. LEA/IHE partnerships must develop a comprehensive dual enrollment program that introduces, recruits, selects, and supports students through the dual enrollment process. Programs must offer an orientation to students and conduct regular check-ins for students enrolled in dual enrollment opportunities.
  - b. Applicants must submit a copy of this plan as part of their application.
5. Dual enrollment partnership agreement
  - a. LEAs and IHEs must establish a Dual Enrollment partnership agreement that specifies the terms of the dual enrollment program and clearly identifies the IHE contact person responsible for implementation. The partnership agreement may be in the form of a Memorandum of Understanding (MOU) or a Memorandum of Agreement (MOA). Please see Section 3 for more information on partnership agreement requirements.
  - b. Applicants must submit a copy of the signed partnership agreement as part of their application.
6. Collect, maintain, and gather dual enrollment data
  - a. Partners will maintain and disseminate dual enrollment program course information and grade data with OSSE through the secure file transfer tool, Box.

### Section 3: Eligibility Requirements

This scholarship application is open to only those eligible IHEs that received this grant during school year 2019-20 and that partner with at least one LEA. In school year 2019-20, eligible IHEs were determined based on nonprofit status, location in the District of Columbia, Maryland, and Virginia area within a 40-mile proximity to DC, and program offerings (associate and bachelor's degrees).

#### Partnership Applications

OSSE believes dual enrollment programming is strengthened when multiple entities invest their resources toward a common goal; therefore, OSSE requires applicants to be in a partnership for this initiative. A partnership is defined as one IHE lead applicant with one or more LEA partners.

All partnerships must include a signed partnership agreement describing programmatic, fiscal, and reporting responsibilities and confirming commitment to the project. The document will describe how the two (or more) organizations will work together.

The partnership agreement must include the following components:

- Mutually agreed upon eligibility requirements for the dual enrollment program
- Student support mechanisms;
- Data reporting responsibilities and mechanisms;
- Admission and enrollment processes; and
- The rights and responsibilities assigned to the LEA, partnering postsecondary institution, dual enrollment students, and their parents or guardians.

In addition, the partnership agreement must:

- State the rights and responsibilities of each partner without limitation;
  - assignment of high school grades and credits by the partnering LEA(s),
  - listing of dual enrollment courses in the student transcripts by the partnering LEA(s),
  - issuance of an official transcript containing dual enrollment courses by the partnering IHE;
- State the rights and responsibilities of dual enrollment students and their parents or guardians, including without limitation behavior and attendance;
- Acknowledge that students will not be charged tuition for dual enrollment courses;
- Specify the time period of the dual enrollment program and partnership (spring 2021 and summer 2021, as applicable); and
- Indicate that the IHE is the fiscal agent and applicant for scholarship funding purposes.

The partnership agreement must be submitted via email along with the application for scholarship funding. Applications without attached partnership agreements signed by all partner organizations will not be accepted.

#### Eligible Institutions of Higher Education

American University
Ana G. Mendez
Bard College
Catholic University of America - Metropolitan School of Professional Studies
Howard University
George Washington University

### Local Education Agency Partners

Eligible LEAs must be located in the District of Columbia and will serve students that have not yet received a high school diploma, General Education Diploma (GED) or other secondary credential in the 2020-21 school year. **Individual schools in an LEA are not eligible to apply directly for funds in partnership with an IHE. All applications must include information on the LEA and the individual schools within a given LEA.** All applications must be submitted by the IHE on behalf of the LEA and school.

### Section 4: Priority Focus

Above and beyond OSSE's focus on all students, OSSE focuses on the opportunities available to District of Columbia special populations including students with disabilities, English learners (ELs), foster care and homeless youth, and students eligible for the Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance for Needy Families (TANF).

OSSE will prioritize applications that present robust recruitment strategies for students with disabilities, ELs, foster care and homeless youth, and students eligible for SNAP or TANF.

### Section 5: Award Information

#### Scholarship Awards & Payments

##### Payment Process

OSSE will reimburse scholarship funds directly to IHEs up to two times during this award period – once in the spring and once in the summer (if applicable). IHEs are required to submit an invoice each academic term that details the cost breakdowns for tuition, textbooks, transportation, and fees for the dually enrolled students. IHEs may request payment (via invoice) starting the day after the add/drop deadline each academic term. Invoices are due to OSSE as soon as possible. The payment process takes anywhere between four to 10 weeks to complete.

##### Eligible Amounts

A total of \$75,000 is available for dual enrollment partnerships. Partners will receive up to \$565 per student, per course.

##### Permissible Use of Funds

The following are allowable expenditures:

- Tuition, textbooks and certain university fees (including supplementary fees such as laboratory/activity fees); and
- Transportation including Metro/bus tickets.

Grant funds shall only be used to support activities included in the application. All costs charged must be adequately documented.

## Section 6: Application Submission Logistics

### Application Checklist

Complete applications must include the following components:

#### **(1) Goals and Objectives**

The Goals and Objectives section is where applicants describe how (a) the program design will increase student access to dual enrollment opportunities in the District; and (b) estimate the number of dually enrolled students served and number of courses taken by students.

#### **(2) Project Narrative**

The Project Narrative section is where applicants identify all partners, including IHEs, LEAs and high schools, and describe their programmatic and fiscal responsibilities. Applicants also provide a detailed plan of how they will target and enroll students and ensure attendance in the program. Information needs to describe how the applicant will offer dual enrollment to participating students, as well as a description of student supports. In addition, the plan should include:

- An outline of the applicants' student outreach and implementation plans, including:
  - Recruitment strategy including at a minimum information on student recruitment, GPA requirement (if any), and program specifics;
  - Registration timelines; and
  - Availability of ongoing support for students.
- Dates and details of all dual enrollment orientations for students and parents.

#### **(3) Evaluation and Budget**

The Evaluation and Budget Section is where applicants provide the yearly estimated budget with estimated cost per course, adhering to the allowable costs permitted by OSSE—tuition, textbooks, and fees (including supplementary fees such as laboratory/activity fees) and transportation. In addition, applicants must include a detailed plan to collect, maintain, and report on dual enrollment data, as described in Section 2, as well as describe the plan to measure student-level program outcomes over the course of the proposed program.

#### **(4) Required Document Attachments**

Applicants must submit three documents, 1) a letter of support from each participating LEA; 2) a copy of the signed Dual Enrollment Partnership Agreement; and 3) Budget Proposal Excel template.



**Application Release Date:** The application will be released on **October 9, 2020**. The application is on [OSSE’s website](#). All approved Dual Enrollment Scholarship recipients must register to become a vendor in DC prior to the commencement of their programs, if not already a vendor<sup>2</sup>. Only the lead applicant for this initiative needs to register as a DC vendor. New vendors should allot at least 72 hours for the registration process. Information about applying for an Employer Identification Number (EIN) can be found [here](#). Applying organizations must have a current EIN.

## Section 7: Application Scoring & Review Process

### Review Process

Allocation of awards will be based on how well applicants address the goals and meet the application requirements below.

Criteria	Maximum Points
<b>Goals &amp; Objectives</b> <ol style="list-style-type: none"> <li>1. Applicant describes in detail how their program design will increase student access to dual enrollment opportunities in the District.</li> <li>2. Applicant includes an estimate of the number of students served and number of courses taken by students.</li> </ol>	20
<b>Project Narrative</b> <ol style="list-style-type: none"> <li>1. Applicant describes all partner organizations and their programmatic and fiscal responsibilities. Signed Dual Enrollment Partnership Agreement and letter(s) of support are included with the application.</li> <li>2. Applicant provides a detailed plan of how they will target and enroll students and ensure attendance in the program.</li> </ol>	50
<b>Evaluation &amp; Budget</b> <ol style="list-style-type: none"> <li>1. Applicant describes a detailed plan to collect, maintain, and report on dual enrollment data.</li> <li>2. Applicant describes how they will measure student-level program outcomes over the course of the proposed program.</li> <li>3. Applicant provides the budget with estimated costs per course, adhering to the allowable costs permitted.</li> </ol>	30
<b>Priority Focus</b> <ol style="list-style-type: none"> <li>1. Applicant presents robust recruitment strategies and at least 10 percent of the projected enrollment are students with disabilities, English learners, foster care or homeless youth, or students eligible for SNAP or TANF.</li> </ol>	20

<sup>2</sup> A vendor refers to a person, company, or institution that provides a product to the DC government.

## **Description of Scoring**

The criteria above will be scored using the following indicators:

- No Evidence. The category is not addressed.
- Partial Evidence. The applicant is missing a very large portion of the category, fails to provide information, provides inaccurate information, or provides information that is not discernible.
- Full Evidence. The applicant provides general but sufficient detail, adequately addresses the category; however, some areas are not fully explained and/or questions remain. The application has some minor inconsistencies and weaknesses.
- Full and Thorough Evidence. The applicant provides specific and comprehensive information, and provides complete, detailed, and clearly articulated responses. The program design and description is well-conceived, fully developed, and original.

## **Section 8: Award Administration**

### **Notification of Awards**

In order to receive an award, applicants must establish eligibility by submitting an application to OSSE in accordance with this application. Each awarded applicant will receive an award letter. Applicants will be notified of final award decisions by **November 18, 2020** via email. Once OSSE has fully approved the application and issued an official award letter, the recipient may then receive payment for allowable expenditures for which obligation was made during the award period. OSSE has implemented a reimbursement process for all recipients. Award payments are reimbursable on a monthly basis. Compliance with programmatic and fiscal implementation and reporting will be considered in paying reimbursement requests. To receive reimbursement, the recipient must submit the appropriate documentation via Box, OSSE's secure file transfer tool.

### **Audits**

At any time before final payment and during the required record retention period, the District may audit the applicant's expenditure statements and source documentation.

### **Reporting and Monitoring**

The recipient will cooperate with any evaluation of the program, such as providing OSSE requested data and assess to records and pertinent staff. The recipient shall be required to cooperate with all requirements and information requests by OSSE relating to evaluation of the program and the collection of data, information, and reporting on outcomes regarding the program and activities carried out with grant funds. The recipient shall be required to reply and acknowledge OSSE's information requests within 48 hours and provide requested information within 10 business days.

OSSE will monitor scholarship recipients by analyzing and approving budget worksheets and aligned reports. Organizations or partnerships receiving funds must comply with the following reporting requirements:

1. Mid-Program Report (**due May 31, 2021**). A spring semester report is due to OSSE upon completion of the first academic semester<sup>3</sup>. At a minimum, the report should include the following information about each student: **student grade level, high school information, home address, email address, parent contact information, student enrollment status, dates of enrollment, attendance (if available), courses taken, high school course equivalency<sup>4</sup> (if applicable), high school credit received (if applicable), postsecondary credit received, final grade, in an Excel template and an overview of program activities in a Word template.**
2. Final Report (**due Sept. 7, 2021**). A comprehensive report is due to OSSE upon completion of the second academic term detailing spring and summer scholarship awards and student participant information. At a minimum, the report should include the following information about each student enrolled in the program at any point during the academic year: **student grade level (if applicable), high school information, home address, email address, parent contact information, student enrollment status, dates of enrollment, attendance (if available), courses taken, high school course equivalency (if applicable), high school credit received, postsecondary credit received, final grade, in an Excel template and an overview of program activities in a Word template.**
3. All student level-data must be exchanged through the secure file transfer tool, Box. IHE and LEA representatives will create and utilize usernames and passwords to access Box.

### **Confidentiality**

Except as otherwise provided by local or federal law, no recipient shall use or reveal any research, statistical, or personally identifiable information for any purpose other than that for which such information was obtained in accordance with this grant program. Such information, and any copy of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or judicial, legislative, or administrative proceeding.

### **Non-Discrimination in Delivery of Services**

The grant recipient shall comply with the District of Columbia Human Rights Act of 1977, as amended, (D.C. Official Code § 2-1401.01 et seq.) which prohibits discrimination based on race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, source of income, disability, status as a victim of an interfamily offense, place of residence or business, or credit information.

### **Appearance of a Conflict of Interest**

The grant recipient shall ensure that no individual in a decision-making capacity will engage in any activity, including participation in the selection of a vendor, the administration of an award, or an activity supported by award funds, if the appearance of a conflict of interest would be involved. An appearance of a conflict of interest would arise when the individual, any member of the individual's immediate family, the individual's partner; or an organization that employs, or is about to employ, any

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<sup>3</sup> Funding recipients will submit reports electronically through OSSE's secure file transfer tool, Box. Once awards are made, access credentials and instructions will be provided.

<sup>4</sup> High school course equivalency refers to credits earned at the IHEs that take the place of a student's high school requirement.

of the aforementioned, has a financial or personal interest in the firm or organization selected for a contract.

### **Additional Terms and Conditions**

The following terms and conditions apply to this application ONLY:

- Funding for this award is contingent on OSSE's continued availability of funds. This notice does not commit OSSE to make an award.
- OSSE reserves the right to accept or deny any or all applications if OSSE determines it is in its best interest to do so. OSSE shall notify the applicant if it rejects that applicant's proposal. OSSE may suspend or terminate this notice pursuant to its own grant-making rule(s) or any applicable federal regulation or requirement.
- OSSE reserves the right to issue addenda and/or amendments subsequent to the issuance of this notice, or to rescind this notice.
- OSSE shall not be liable for any costs incurred in the preparation of applications in response to this notice. Applicant agrees that all costs incurred in developing the application are the applicant's sole responsibility.
- OSSE may conduct pre-award on-site visits to verify information submitted in the application and to determine if the applicant's facilities are appropriate for the services intended.
- OSSE may enter into negotiations with an applicant and adopt a firm funding amount or other revision of the applicant's proposal that may result from negotiations.
- OSSE shall provide the citations to the statute and implementing regulations that authorize the grant; all applicable federal and District regulations; payment provisions identifying how the grantee will be paid for performing under the award; reporting requirements, including programmatic, financial and any special reports required by OSSE; and compliance conditions that must be met by the grantee.
- If there are any conflicts between the terms and conditions of this notice and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the applicant to ensure compliance.

### **Assurances**

In order to apply for this grant, applicants agrees to the following:

1. We shall comply with all terms and provisions of the *OSSE Subrecipient Monitoring Policy*, as may be amended.
2. We shall provide, upon request and pursuant to any timelines and/or formatting requirements established by OSSE in the LEA Data Management Policy, as applicable, or other OSSE data collection directive or policy, any records or data for the purposes of compliance with the federal or state data collection and reporting requirements, including ED Facts, compliance with federal or state grant administration requirements, inclusion, and/or preparation of the Annual School Report Card.
3. We are able to maintain adequate files and records and can and will meet all grant reporting requirements;
4. Our fiscal records are kept in accordance with Generally Accepted Accounting Principles (GAAP) and account for all funds, tangible assets, revenue, and expenditures whatsoever; that all fiscal records are accurate, complete and current at all times; and that these records will be made available for audit and inspection as required.
5. We have demonstrated administrative and financial capability to provide and manage the proposed

- services and ensure an adequate administrative performance and audit trail;
6. If required by the grant making agency, we are able to secure a bond, in an amount not less than the total amount of the funds awarded, against losses of money and other property caused by fraudulent or dishonest acts committed by any employee, board member, officer, partner, shareholder, or trainee;
  7. We have the financial resources and technical expertise necessary for the production, construction, equipment and facilities adequate to perform the grant or sub grant, or the ability to obtain them;
  8. We have a satisfactory record performing similar activities as detailed in the award or, if the grant award is intended to encourage the development and support of organizations without significant previous experience, that we have otherwise established that we have the skills and resources necessary to perform the grant;
  9. We have a satisfactory record of integrity and business ethics;
  10. We have the necessary organization, experience, accounting and operational controls, and technical skills to implement the grant, or the ability to obtain them;
  11. We are in compliance with the applicable District licensing and tax laws and regulations;
  12. We meet all other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations;
  13. Recipient agrees to indemnify and hold harmless OSSE, its officers, agents, employees and contractors (collectively the "Grantor") from and against all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney's fees), resulting from, arising out of, or in any way connected to activities to be performed by Recipient, Recipient's officers, employees, agents, servants, subgrantees, subcontractors, or any other person acting on for or by permission of the Recipient in performance of this grant agreement. Recipient assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this grant agreement. Recipient shall also repair or replace any Grantor property that is damaged by the Recipient, Recipient's officers, employees, agents, servants, subgrantees, subcontractors, or any other person acting for or by permission of the Recipient while performing services hereunder. The duty to indemnify covers any claim against the Grantor for its alleged failure to monitor or manage the Recipient where the underlying claim arises from the conduct, action, or omission of the Recipient, the Recipient's officers, employees, agents, servants, subgrantees, subgrantors, or any other person acting for or by permission of the Recipient in performance of the services under the grant agreement.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by the Recipient or any subgrantee or subcontractor, and shall survive the termination of this grant agreement. The Grantor agrees to give the Recipient written notice of any claim of indemnity under this section. Additionally, the Recipient shall have the sole authority to control the defense or settlement of such claim, provided that no contribution or action by the Grantor is required in connection with the settlement. Monies due or to become due the Recipient under the Grant Agreement may be retained by the Grantor as necessary to satisfy any outstanding claim which the Grantor may have against the Recipient.;

14. We will retain all records, supporting documents, statistical records, and all other records pertinent to a Federal or local award for a period of five years from the date of submission of the final expenditure report or other required report, as appropriate. DC City-Wide Grants Manual and Sourcebook §8.8 Agency Post-Award Responsibilities; 34 CFR §81.31(c).
15. If the grant is locally funded, the recipient assures that it will (1) maintain effective control over, and accountability for, all personal property purchased with local grant funds by adequately safeguarding all assets, particularly equipment and any computing devices, and assuring that they are used solely for

authorized purposes and (2) seek disposition instructions from OSSE when equipment (property with a purchase price of greater than \$5,000) acquired under an award is no longer needed. OSSE further reserves the right to require the grantee to return the grant-funded share of any equipment or residual inventory of unused supplies (all tangible property other than equipment) exceeding \$5,000 in total aggregate value at the end of the grant period.

16. Recipient assures it will abide by the prohibitions and protections required by the District of Columbia December 18, 2017 Mayor's Order 2017-313, Sexual Harassment Policy, Guidance and Procedures, as applicable to grantees.
17. Recipient assures it can comply with the required or proposed delivery or performance schedule, taking into consideration all existing and reasonably expected commercial and governmental business commitments;
18. Recipient assures it complies with applicable Drug and Alcohol Testing provisions of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
19. The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the award. If the grant is locally funded, the recipient grants OSSE a worldwide, non-exclusive, royalty-free, perpetual, and irrevocable license for any copyrightable work to (i) access, reproduce, publicly perform, publicly display, and distribute the copyrightable work; (ii) prepare derivative works and reproduce, publicly perform, publicly display and distribute those derivative works; and (iii) otherwise use the copyrightable work, provided that in all such instances attribution is given to the copyright holder.

#### **Acknowledgement Assurances**

The recipient shall comply with all applicable District and Federal statutes and regulations as may be amended from time to time, including, but not necessarily limited to:

1. The Americans with Disabilities Act of 1990, Pub. L. 101-336, July 26, 1990, 104 Stat. 327 (42 U.S.C. § 12101 et seq.)
2. Rehabilitation Act of 1973, Pub. L. 93-112, Sept. 26, 1973, 87 Stat. 355 (29 U.S.C. § 701 et seq.)
3. The Hatch Act, Pub. L. 103-94 (5 U.S. Code § 7321 et seq.)
4. The Fair Labor Standards Act, Chap 676, 52 Stat, 1060 (29 U.S.C. § 201 et seq.)
5. The Clean Air Act pub. L. 108-201, February 24, 2004, (42 U.S.C. Chap 85 et seq.)
6. The Hobbs Act (Anti-Corruption), Chap 537, 60 St. 420 (18 U.S.C. § 1951)
7. Equal Pay Act of 1963, Pub. L. 88-38, June 10, 1963, 77 Stat. 56 (29 U.S.C. § 201)
8. Age Discrimination Act of 1975, Pub. L. 94-135, Nov. 28, 1975, 89 Stat. 728 (42 U.S.C. § 6101 et seq.)
9. Age Discrimination in Employment Act, Pub. L. 90-202, Dec. 15, 1967, 81 Stat. 602 (29 U.S.C. § 621 et seq.)
10. Title IX of the Education Amendments of 1972, Pub. L. 92-318, June 23, 1972, 86 Stat. 235, (20 U.S.C. § 1001)
11. Immigration Reform and Control Act of 1986, Pub. L. 99-603, Nov. 6, 1986, 100 Stat. 3359, (8 U.S.C. § 1101)
12. Family Medical Leave Act of 1993, Pub. L. 103-3, Feb. 5, 1993, 107 Stat. 6 (5 U.S.C. § 6381 et seq.)
13. Assurance of Nondiscrimination and Equal Opportunity (29 CFR § 34.20)
14. District of Columbia Human Rights Act of 1977 (D.C. Official Code § 2-1401.01)
15. Title VI of the Civil Rights Act of 1964
16. District of Columbia Language Access Act of 2004, DC Law 15 -414, (D.C. Official Code § 2-1931 et seq.)
17. Lobbying Disclosure Act of 1995, Pub. L. 104-65, Dec 19, 1995, 109 Stat. 693, (31 U.S.C. § 1352)
18. The Occupational Safety and Health Act of 1970, Pub. L. 91-596, Dec. 29, 1970, 84 Stat. 1590 (26 U.S.C. 651 et.seq.)
19. Drug Free Workplace Act of 1988, Pub. L. 100-690, 102 Stat. 4304 (41 U.S.C. § 701 et seq.)
20. District of Columbia Language Access Act of 2004, D.C. Law 15-414, D.C. Official Code § 2-1931 et seq.)

21. Fair Criminal Record Screening Amendment Act of 2014, D.C. Official Code § 24-1351
22. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)
23. Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (P.L. No. 91-646)
24. Flood Disaster Protection Act of 1973, as amended (P.L. 93-234; 42 U.S.C. § 4002)
25. National Historic Preservation Act of 1966, as amended (P.L. 89-665; 16 U.S.C. § 470 et seq.), Executive Order 11593
26. Coastal Barrier Resources Act, as amended (P.L. 97-348; 16 U.S.C. 3501 et seq.)
27. D.C. Minimum Wage Amendment Act of 2013 (D.C. Law 9-248, D.C. Official Code 32-1001 et seq.)

### **Certifications**

The applicant shall be required to provide the following certifications:

#### 1. Lobbying

If the grant is federally funded and as required by Section 1352, Title 31 of the U.S. Code and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies, to the best of his or her knowledge and belief, that

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the aforesigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the aforesigned shall complete and upload Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. The form may be uploaded within the applicant's application in EGMS.
- C. The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.
- D. If awarded a grant, the applicant assures that it shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of any previously filed disclosure under 28 CFR Part 69, "New Restrictions on Lobby." See 28 CFR § 69.110(c).

#### 2. Debarment, Suspension, and Other Responsibility Matters

If the grant is federally funded and as required by applicable federal regulations implementing Office of Management and Budget (OMB) guidelines at 2 CFR Part 180, "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," for prospective participants in a covered transaction:

- A. The applicant certifies that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, excluded, disqualified, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or

voluntarily excluded from covered transactions by any Federal department or agency.

- ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in subparagraph (i) of this certification; and
  - iv. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attached an explanation to this application.
- A. If awarded a grant, the applicant assures that it shall give immediate written notice to OSSE if it failed to disclose information relating to the conditions above or, if due to changed circumstances, the applicant or any of its principals now meet the conditions above.

### 3. Criminal Offenses or Legal Proceedings

The applicant must disclose in a written statement whether the applicant or any of its officers, partners, principals, members, associates, or key employees, within the last three years prior to the date of the application has:

- A. Been indicted or had charges brought against them (if still pending) and/or been convicted of any crime or offense involving financial misconduct or fraud; or
- B. Been the subject of legal proceedings from the provision of services by the organization.

If the response for 3(A) or 3(B) is in the affirmative, the applicant shall fully describe any such indictments, charges, convictions, or legal proceedings (and the status and disposition thereof) and the surrounding circumstances in writing and provide documentation of the circumstances. If awarded a grant, the applicant assures it shall give immediate written notice to OSSE if it failed to disclose information relating to the conditions above or, if due to changed circumstances, the applicant or any of its officers, partners, principals, members, associates, or key employees now meet the conditions above.

The applicant is prohibited from including any individual's personally identifiable information, including but not limited to any data protected under the Family Educational Rights and Privacy Act, without also providing that individual's written consent for the release of that information. Personally identifiable information is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

### 4. Political Campaigns and Contributions (for locally funded grants of \$100,000 or more)

If the grant is \$100,000 or more of local funds and in accordance with D.C. Official Code §1-328.15, I certify, under penalty of perjury, that the applicant is eligible to receive this grant award because the applicant and any of its officers, principals, partners, or members has not made a contribution (as that term is defined in D.C. Official Code §1-1161.01) or solicited such a contribution to be made for a



District of Columbia general election within the time periods as described below:

- A. The applicant is ineligible to receive this grant from the date a contribution or solicitation for a contribution was made and continuing for one year after the general election for which the contribution or solicitation for contribution was made, whether or not the contribution was made before the primary election, to any of the following:
  - i. An elected District of Columbia official who is or could be involved in influencing or approving the award of this grant;
  - ii. A candidate for elective District of Columbia office who is or could be involved in influencing or approving the award of this grant; or
  - i. A political committee affiliated with a District candidate or elected District official described in (i) or (ii) above.
- B. The applicant is ineligible to receive this grant from the date a contribution or solicitation for a contribution was made and continuing for eighteen (18) months after the general election for which the contribution or solicitation for contribution was made to any of the following
  - i. A constituent-service program or fund, or substantially similar entity, controlled, operated, or managed by:
    - (1) An elected District official who is or could be involved in influencing or approving this grant; or
    - (2) A person under the supervision, direction, or control of an elected District official who is or could be involved in influencing or approving this grant;
  - ii. A political party; or
  - iii. An entity or organization:
    - (1) That a candidate or elected District official described in (a) or (b) of this paragraph, or a member of his or her immediate family, controls; or
    - (2) In which a candidate or elected District official described in (a) or (b) of this paragraph has an ownership interest of 10 % or more.

## 5. Compliance with Tax and Other Payments

The applicant certifies that it is current and shall remain current on payment of all federal and District taxes, as applicable, including Unemployment Insurance taxes and Workers' Compensation premiums. This statement of certification shall be accompanied, as appropriate, by a Clean Hands Certificate from the District of Columbia Office of Tax and Revenue (OTR) stating that the entity has complied with the filing requirements of District of Columbia tax laws and has paid taxes due to the District of Columbia, or is in compliance with any payment agreement with OTR. A Clean Hands Certificate may be obtained from [MyTax.DC.gov](https://MyTax.DC.gov). OSSE will require the Clean Hands Certificate prior to the beginning of programming and reimbursement.

## 6. Certificate of Good Standing

Any registered domestic entity or registered foreign entity must obtain a Certificate of Good Standing from the D.C. Department of Consumer Affairs (DCRA). The Certificate of Good Standing verifies that an entity meets the regulatory requirements of the DCRA's Corporations Division. A Certificate of Good Standing may be obtained from <https://corponline.dcradepartment.gov/>. OSSE does not require the submission of a Certificate of Good Standing but reserves the right to obtain the certificate from an entity at any point during the application and/or grant period.





