

# 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 of Institution:

TIN#

DUNS#

DC#

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 shall 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 "DC 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.

### 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. Further, the Institution understands and agrees that it is eligible to participate in the DC Tuition Assistance Grant Program only 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 that:

- (a) it shall use any funds it receives under the Act and any interest or other earnings thereon, solely for the purpose specified in and accordance with the Act;

(b) it shall 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, program assistance;

(c) it shall determine the amount of the annual award for an eligible student in accordance with the program regulations to ensure that the grant received under the Act is used to supplement, and not to supplant, the financial assistance that otherwise would be provided to an eligible student.

(d) it shall establish and maintain such administrative and fiscal procedures and records as may be necessary to ensure proper and efficient administration of funds received from the Mayor under the Act, together with assurances that the institution shall provide to the Mayor, upon request and in a timely manner, information relating to the administration of the funds;

(e) it shall submit reports to the Mayor at such time and containing such information as the Mayor may reasonably require to carry out the purpose of the Act;

(f) the Mayor, the Secretary, and State agencies that legally authorize institutions to provide postsecondary education, have the authority to share with each other any information pertaining to the institution's eligibility for or participation in the Act or any information on fraud and abuse;

(g) it shall not impose any penalty, including, but not limited to, the assessment of late fees, the denial of access to classes, libraries, or other institutional facilities, or the requirement the student borrow additional funds for which interest or other charges are assessed, on any student because of the student's inability to meet his or her financial obligations to the institution as a result of the delayed disbursement of the funds under the College Access Act due to statutory and regulatory requirements of or applicable to the College Access Act or delays attributable to the institution;

(h) it shall comply with the institution's tuition refund policy if the student is entitled to a refund and return the funds to the D.C. Tuition Assistance Grant Program;

(i) it shall be liable for all funds improperly administered by the institution under the College Access Act, this Chapter or the PPA, including any funds administered by its third-party servicer; and

(j) it shall have information about the program, including the application, available in paper or electronic format for interested parties.

The Program Participation Agreement shall:

- (a) become effective on the date that the Mayor 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 of 1965, as amended.

**IN WITNESS WHEREOF**

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

Signature of Institution's  
Chief Executive Officer: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

For the Mayor of the  
District of Columbia: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_