

HEALTHY SCHOOLS ACT EVALUATION GRANT

DOCUMENTS FORM

This form must be completed and submitted to Nancy Katz at nancy.katz@dc.gov before 5 PM EST on September 12, 2014. This form must be in PDF format and attached to an email with the subject line “EvaluationGrant15_Institution/CompanyName_Documents”.

Note that two (2) additional forms are required: the Budget & Timeline and Narrative Form. They can be found on the [Healthy Schools Act Assessment and Evaluation Program](#) webpage.

CERTIFICATIONS

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

CERTIFICATIONS REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, —New Restrictions on Lobbying and 28 CFR Part 67, —Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact.

DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about—
 - (a) The dangers of drug abuse in the workplace;
 - (b) The applicant's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Office of the Senior Deputy Director for Health Promotion, 825 North Capitol St., NW, Room 3115, Washington, DC 20002. Notice shall include the identification number(s) of each effected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).

The applicant may insert in the space provided below the sites for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code)

As the duly authorized representative of the applications, I hereby certify that the applicant will comply with the above certifications.

Grantee Name

Grantee Address

Project Name

Grantee IRS/Vendor Number

Typed Name and Title of Authorized Representative

Signature

Date

ASSURANCES

This document must be signed by the duly authorized officer of the applicant, the truth of which is sworn or attested to by the applicant, and signed in the presence of a notary public.

Name

Title

Name of Applicant Organization

Address of Applicant Organization

Telephone Number of Applicant Organization

Email Address of Named Person Above

We hereby attest the following:

1. We are able to maintain adequate files and records and can and will meet all grant reporting requirements;
2. 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 we give the sponsoring agency through any authorized representative, the right to audit and inspect all records, books, papers, or documents related to the grant;
3. We are current on payment on all federal and District taxes, including Unemployment Insurance taxes and Workers' Compensating premiums. (Except for public or charter schools, this statement of certification shall be accompanied by a Certificate of Good standing from the District of Columbia Office of Tax & Revenue (OTR) stating that the entity has complied with the filing requirements of District of Columbia tax laws and has paid taxed due to the District of Columbia, or is in compliance with any payment agreement with OTR);
4. We have demonstrated administrative and financial capability to provide and manage the proposed services and ensure an adequate administrative performance and audit trail;
5. If required by the grant making Agency, we are able to secure a matching 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;

6. We are not proposed for debarment or presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, —Debarment and Suspension, and implemented by 2 CFR 180, for prospective participants in primary covered transactions and are not proposed for debarment of presently debarred as a result of any actions by the District of Columbia Contract Appeals Board, the Office of Contracting and Procurement, or any other District contract regulating Agency;

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 will insure that the facilities under our school or organization's ownership, lease or supervision, which shall be utilized in the accomplishment of the project are compliant with all District statutes, codes, and regulations;

9. If required by *The Healthy School Act of 2010* (HSA) (D.C. Law 18-209), our school or organization is in compliance of all of the requirements of this act;

10. We know and understand that awarded funds shall be used to support community-based education and activities which may include covering the costs of personnel, transportation, materials, and training. The funds may not be used to support travel. The funds may not be transferred outside of, or within the organization or school, for any unrelated purpose; and

1. We will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly with whom they have family, business, or other ties.

12. We agree to indemnify, defend and hold harmless the Government of the District of Columbia and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this grant, or sub grant from any cause whatsoever, including the acts, errors, or omissions, of any person and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

13. We will provide a sworn written statement by the applicant attesting to the truth whether the applicant, its officers, partners, principals, members associates, or key employees, within the last 3 years, has been indicted or had charges brought against them (if still pending) and/or been convicted of (a) any crime or offense arising directly or indirectly from the conduct of the applicant's organization or (b) any crime or offense involving financial misconduct or fraud, or been the subject of legal proceedings arising directly from the provision of services by the organization. If the response is in the affirmative, the applicant shall fully describe any such indictments, charges, convictions, or legal proceedings (and the status and disposition thereof) and surrounding circumstances in writing and provide documentation of the circumstances.

Authorized Representative Signature

Authorized Representative Title

Date

**APPLICANT ACKNOWLEDGEMENT OF COMPLIANCE WITH APPLICABLE
DISTRICT AND FEDERAL STATUTES AND REGULATIONS**

The applicant shall comply with all applicable District and Federal Statutes and Regulations not limited to those below:

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. The 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, Chap. 314, 24 Stat. 440 (7 U.S.C. 361a 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 (Sub grants over 41000,000) pub. L. 108-201, February 24, 2004, (42 U.S.C. Chap 85et seq.)
6. The Hobbs Act (Anti-Corruption), Chap 537, 60 St. 420 (see 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. The Military Selective Service Act of 1973
11. Title IX of the Education Amendments of 1972, Pub. L. 92-318, June 23, 1972, 86 Stat. 235, (20 U.S.C. 1001)
12. The Immigration Reform and Control Act of 1986, Pub. L. 99-603, Nov 6, 1986, 100 Stat. 3359, (8 U.S.C. 1101)
13. Executive Order 12459 (Debarment, Suspension and Exclusion)

14. The Medical Leave Act of 1993, Pub. L. 103-3, Feb. 5, 1993, 107 Stat. 6 (5 U.S.C. 6381 et seq.)
15. The Drug Free Workplace Act of 1988, Pub. L. 100-690, 102 Stat. 4304 (41 U.S.C. 701 et seq.)
16. Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR 34.20
17. The District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01
18. Title VI of the Civil Rights Act of 1964
19. The District of Columbia Language Access Act of 2004, DC Law 15 -414, (D.C. Official Code § 2-1931 et seq.)
20. Lobbying Disclosure Act of 1995, Pub. L. 104-65, Dec 19, 1995, 109 Stat. 693, (31 U.S.C. 1352)
21. The Individuals with Disabilities Education Act of 2004 (IDEA), 20 USC 1400 et seq.

As the duly authorized representative of the applicant, I hereby assure that the applicant shall comply with the above laws.

Authorized Representative Signature

Authorized Representative Title

Date

**EDUCATIONAL DATA ACCESS AND USE AGREEMENT
BETWEEN THE OFFICE OF THE STATE SUPERINTENDENT OF
EDUCATION AND**

**[ENTER NAME OF RESEARCH ORGANIZATION] FOR
RESEARCH STUDIES**

This **EDUCATIONAL DATA ACCESS AND USE AGREEMENT** (hereinafter “Agreement”), is entered into between the **DISTRICT OF COLUMBIA, OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION**(hereinafter “OSSE”) and

_____ (hereinafter “Researcher”), collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, Researcher is conducting an educational study (hereinafter “Study”) for, or on behalf of _____ (*name of educational agency or institution*), an educational agency or institution; and

WHEREAS, Researcher is conducting the Study for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and/or improving instruction;

WHEREAS, Researcher requires access and use of educational data related to District of Columbia schools and/or students to fulfill the purpose of the Study; and

WHEREAS, Researcher understands the requirements for and agrees to abide by all legal standards for protecting all privileged or confidential information; and

WHEREAS, OSSE is the State educational agency for the District of Columbia; and

WHEREAS, OSSE collects educational data from District of Columbia public schools and, on a limited basis, District of Columbia private schools; and

WHEREAS, OSSE has adopted a policy and procedure for disclosure of educational data to educational researchers for the purposes of carrying out permissible educational studies;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, all terms shall have the meaning ascribed to such terms by the Family Educational and Privacy Rights Act [Pub. L. 90-

247, 80 Stat. 783 (Jan. 2, 1968), as codified at 20 U.S.C. § 20-1232g], and the U.S. Department of Education's implementing regulations [34 C.F.R. § 99 *et seq.*].

2. Study Purpose, Scope, and Duration.

2.1. The purpose of the Study being conducted by Researcher is as follows:

2.2. The scope of the Study being conducted by Researcher is as follows:

2.3. The duration of the Study being conducted by Researcher is as follows: October 1, 2014- September 30, 2017.

3. Data Disclosure.

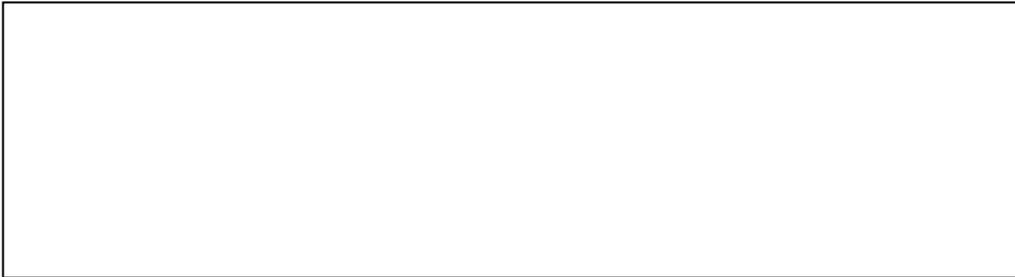
3.1. OSSE shall disclose to the following data to Researcher: Student and school-data to be determined in collaboration with the Researcher.

3.2. OSSE shall disclose the data identified in paragraph 3.1 to Researcher within 15 calendar days of the execution date of this Agreement.

4. Limitations on Use, Access, and Disclosure of Data.

4.1. Researcher shall not use the data identified in paragraph 3.1 for any purpose other than the purpose of the Study identified in paragraph 2.1 of this Agreement.

4.2. Researcher shall conduct the Study in such a manner as will not permit the personal identification of students and their parents by persons other than the following representatives of Researcher that have legitimate interests in the information:



4.3. Researcher shall not re-disclose data identified in paragraph 3.1 to any persons other than those designated in paragraph 4.2 of this Agreement. Researcher will further employ reasonable methods to ensure that the representatives identified in paragraph 4.2 do not re-disclose the data identified in paragraph 3.1.

5. **Institutional Review Board.** Researcher warrants that its research activities comply with the U.S. Department of Education's regulations governing the protection of human subjects in research found in Part 97 of Title 34 of the Code of Federal Regulations. When required by such regulations, Researcher shall obtain approval from the appropriate Institutional Review Board prior to submitting the Study to OSSE for review pursuant to paragraph 6 of this Agreement.

6. **Advance Notice of Publication.**

6.1. At least 14 calendar days prior to the publication of the Study, Researcher shall provide an electronic copy of the Study in its final format to OSSE by emailing the Study to: nancy.katz@dc.gov.

6.2. OSSE shall review the advance copy of the Study for compliance with this Agreement and all applicable laws.

6.3. Upon completion of the compliance review in paragraph 6.2, and prior to the end of the 14-day period in paragraph 6.1, OSSE shall send Researcher written notice of any identified compliance issues. Such written notice may be sent to Researcher in electronic format.

6.4. Upon receipt of the notice identified in paragraph 6.3, Researcher shall coordinate with OSSE to remediate the identified compliance issues. If the process of remediation is not completed to OSSE's satisfaction within the 14-day period identified in paragraph 6.1, Researcher shall delay publication of the Study until such time as all identified issues have been resolved to the satisfaction of OSSE.

6.5. Researcher shall not publish any version of the Study containing information that has been identified by OSSE and for which notice has been sent to Researcher pursuant to paragraph 6.3.

7. **Destruction of Data.**

7.1. Researcher shall destroy all data identified in paragraph 3.1 of this Agreement when the data is no longer needed for the purpose of the Study identified in paragraph 2.1 or by June 20, 2018, whichever occurs first.

7.2. Researcher shall confirm in writing to OSSE its compliance with the terms of paragraph 7.1 within five (5) business days of destroying the data.

7.3. Nothing in this agreement shall be construed to require Researcher to destroy duplicative data or records that Researcher has legitimately received from another source.

8. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia.

9. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement shall not impair the validity of any other provisions. Any provision of this Agreement determined by a court of competent jurisdiction to be unenforceable will be deemed severable, and the Agreement may be enforced with that provision severed or as modified by the court.

10. **Modification.** The terms and conditions of this Agreement may be modified only by prior agreement of the Parties. Such modification must be executed in writing and be signed by the duly authorized signatories of Researcher and OSSE.

11. **Breach.** In the event of a breach of this Agreement in the form of a disclosure of data that is not otherwise permissible pursuant to this Agreement, Researcher shall notify OSSE's Data Custodian identified in paragraph 17.2 of the breach within 2 (two) business days of the date on which Researcher became aware of the breach. OSSE may take any actions authorized it by law to remediate the breach, including, without limitation, exclusion of Researcher from future access to educational data.

12. **Termination.** Either of the Parties may terminate this MOA prior to its expiration. OSSE may terminate this MOA by providing 30-day advance written notice to Nancy Katz. Researcher may terminate this MOA by providing 30-day advance written notice to OSSE, which notice must include Researcher's certification that the data has been destroyed pursuant to paragraph III.A.4 of this MOA. Termination by the Researcher prior to the expiration of this MOA will not be effective until the data has been destroyed pursuant to paragraph III.A.4.

13. **Applicable Laws.** The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

14. **Authority.**

14.1. OSSE warrants that it is the State educational agency (SEA) for the District of Columbia and is authorized to perform all functions of an SEA under applicable federal law, including entering into data sharing agreements with educational researchers.

14.2. Researcher warrants that it is an organization in good standing, including as appropriate a corporation in good standing under the laws of and has its principal place of business in _____ (*state in which researcher is incorporated*), that execution of this Agreement is within its corporate powers, and that all necessary approvals have been obtained prior to execution of this Agreement.

15. **Effective Date.** This Agreement becomes effective as of the date on which all duly authorized individuals have signed the Agreement.

16. **Duration.** This Agreement will expire on June 30, 2018.

17. **Data Custodians.**

17.1. Researcher and OSSE agree to identify Data Custodians, who will be primarily responsible for the transmission and receipt of the data identified in paragraph 3. Data Custodians will coordinate the efficient and timely transfer of data required by this Agreement.

17.2. OSSE identifies the following Data Custodian: Nancy Katz

17.3. Researcher identifies the following Data Custodian:

18. **Notice.** Notices required herein shall be deemed to have been given and received, (i) three (3) business days after having been sent to the appropriate party listed below, by regular and certified mail; (ii) one (1) business day after having been sent by a nationally recognized overnight courier service; (iii) on the date of delivery if by personal delivery; or (iv) on the date of facsimile transmission, provided that any such transmission is made before 5:00 p.m. on a business day (and otherwise, on the next business day). The below addresses may be changed by written notice to the appropriate party.

NOTICE TO OSSE:

Office of Data Management & Reporting
810 First Street, NE, 9th Floor
Washington, D.C. 20001
Attn: Jeffrey Noel
Facsimile: (202) 724-7874

NOTICE TO

Name of Research Organization

Address

Contact Name

Fax Number

with a copy to:

Name of Counsel (if applicable)

Address of Counsel (if applicable)

[remainder of the page left blank intentionally]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their duly authorized officials, properly witnessed and attested, as the case may be, with the corporate seal of the [ENTER NAME OF RESEARCH ORGANIZATION] affixed hereto as of the date and year first above written.

Name of Research Organization: _____

By: _____ Date: _____

Name: _____ Title: _____

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION

By: _____ Date: _____
Jeffrey Noel, Director of Data Management