

# Exhibit 27

## HEALD JOB PLACEMENT RATE FINDINGS

## List of HEALD COLLEGE Programs and Enrollment Dates Covered by Department of Education Findings

CAMPUS NAME	CAMPUS PROGRAM	ENROLLMENT ON OR AFTER
CONCORD	Accounting	7/1/2010
	Business Accounting	7/1/2010
	Business Administration	7/1/2010
	Business Administration – Accounting Emphasis	7/1/2010
	Business Administration – Criminal Justice	7/1/2010
	Business Administration - Software Technologies Emphasis	7/1/2010
	Entrepreneurship	7/1/2010
	Construction Management	7/1/2012
	Criminal Justice	7/1/2010
	Dental Assisting	7/1/2010
	IT – Network Security	7/1/2010
	IT – Network Systems Administration	7/1/2010
	Medical Administrative Asst	7/1/2010
	Medical Assisting	7/1/2010
	Medical Insurance Billing & Coding	7/1/2010
	Medical Office Administration	7/1/2010
	Office Skills	7/1/2011
	Paralegal	7/1/2011
	Pharmacy Technology	7/1/2012
	FRESNO	Accounting
Business Administration		7/1/2010
Business Administration – Accounting Emphasis		7/1/2010
Business Administration – Criminal Justice		7/1/2010
Business Administration - Software Technologies Emphasis		7/1/2010
Entrepreneurship		7/1/2010
Criminal Justice		7/1/2010
IT Network Systems Administration		7/1/2010
Medical Assisting		7/1/2010
Medical Insurance Billing & Coding		7/1/2010
Medical Office Administration		7/1/2010
Office Skills		7/1/2010
Paralegal		7/1/2011
Pharmacy Technology		7/1/2012
HAYWARD	Accounting	7/1/2010

	Business Accounting	7/1/2010
	Business Administration	7/1/2010
	Business Administration – Accounting Emphasis	7/1/2010
	Business Administration – Sales/Marketing Emphasis	7/1/2010
	Business Administration - Software Technologies Emphasis	7/1/2010
	Entrepreneurship	7/1/2010
	Construction Management	7/1/2012
	Criminal Justice	7/1/2010
	Dental Assisting	7/1/2010
	IT – Network Security	7/1/2010
	IT – Network Systems Administration	7/1/2010
	Medical Assisting	7/1/2010
	Medical Insurance Billing & Coding	7/1/2010
	Medical Office Administration	7/1/2010
	Office Skills	7/1/2011
	Paralegal	7/1/2011
	Pharmacy Technology	7/1/2012
HONOLULU	Accounting	7/1/2010
	Business Accounting	7/1/2010
	Business Administration	7/1/2010
	Business Administration – Accounting	7/1/2010
	Business Administration – Hospitality and Tourism	7/1/2010
	Business Administration – Sales and Marketing	7/1/2010
	Business Administration – Software Technologies	7/1/2010
	Business Administration – Accounting Emphasis	7/1/2010
	Business Administration – Hospitality/Tourism Emphasis	7/1/2010
	Business Administration – Sales/Marketing Emphasis	7/1/2010
	Business Administration - Software Technologies Emphasis	7/1/2010
	Entrepreneurship	7/1/2010
	Construction Management	7/1/2012
	Criminal Justice	7/1/2012
	Dental Assisting	7/1/2010

	Electronics Technology	7/1/2010
	Health Information Technology	7/1/2010
	IT – Network Systems Administration	7/1/2010
	Medical Assisting	7/1/2010
	Medical Office Administration	7/1/2010
	Networking Technology (all emphases)	7/1/2010
	Office Skills	7/1/2010
	Paralegal	2/13/2014
	Pharmacy Technology	7/1/2012
	Web Design	7/1/2010
MILIPITAS / SAN JOSE	Accounting	7/1/2010
	Business Accounting	7/1/2010
	Business Administration	7/1/2010
	Business Administration – Accounting	7/1/2010
	Business Administration – Criminal Justice	7/1/2010
	Business Administration – Accounting Emphasis	7/1/2010
	Entrepreneurship	7/1/2010
	Construction Management	7/1/2012
	Criminal Justice	7/1/2010
	Electronics Technology	7/1/2010
	IT – Network Security (all emphases)	7/1/2010
	Medical Assisting	7/1/2010
	Medical Insurance Billing & Coding	7/1/2010
	Medical Office Administration	7/1/2010
	Office Skills	7/1/2010
	Paralegal	7/1/2011
	Pharmacy Technology	7/1/2012
PORTLAND	Accounting	7/1/2010
	Business Administration	7/1/2010
	Business Administration – Accounting	7/1/2010
	Business Administration – Criminal Justice	7/1/2010
	Business Administration – Accounting Emphasis	7/1/2010
	Entrepreneurship	7/1/2010
	Construction Management	7/1/2012
	Criminal Justice	7/1/2010
	Dental Assisting	2/3/2014
	IT – Network Systems Administration	7/1/2010
	Medical Assisting	7/1/2010

	Medical Insurance Billing & Coding	7/1/2010
	Medical Office Administration	7/1/2010
	Office Skills	7/1/2011
	Paralegal	7/1/2011
	Pharmacy Technology	7/1/2012
RANCHO CORDOVA	Accounting	7/1/2010
	Business Administration	7/1/2010
	Business Administration – Accounting	7/1/2010
	Business Administration – Criminal Justice	7/1/2010
	Business Administration – Accounting Emphasis	7/1/2010
	Entrepreneurship	7/1/2010
	Construction Management	7/1/2012
	Criminal Justice	7/1/2010
	IT – Network Security	7/1/2010
	Medical Assisting	7/1/2010
	Medical Insurance Billing & Coding	7/1/2010
	Medical Office Administration	7/1/2010
	Office Skills	7/1/2010
	Paralegal	7/1/2011
	Pharmacy Technology	7/1/2012
ROSEVILLE	Accounting	7/1/2010
	Business Accounting	7/1/2010
	Business Administration	7/1/2010
	Business Administration – Accounting	7/1/2010
	Business Administration – Criminal Justice	7/1/2010
	Business Administration – Accounting Emphasis	7/1/2010
	Entrepreneurship	7/1/2010
	Construction Management	7/1/2012
	Criminal Justice	7/1/2010
	IT – Network Security	7/1/2010
	Medical Assisting	7/1/2010
	Medical Insurance Billing & Coding	7/1/2010
	Medical Office Administration	7/1/2010
	Office Skills	7/1/2012
	Paralegal	7/1/2011
	Pharmacy Technology	7/1/2012
SALIDA / MODESTO	Accounting	2/13/2014

	Business Administration	2/13/2014
	Criminal Justice	7/1/2012
	Dental Assisting	7/1/2011
	Medical Assisting	7/1/2011
	Medical Insurance Billing & Coding	7/1/2012
	Medical Office Administration	2/13/2014
	Paralegal	2/13/2014
SALINAS	Accounting	7/1/2010
	Business Accounting	7/1/2010
	Business Administration	7/1/2010
	Business Administration – Accounting	7/1/2010
	Business Administration – Criminal Justice	7/1/2010
	Business Administration – Accounting Emphasis	7/1/2010
	Entrepreneurship	7/1/2010
	Criminal Justice	7/1/2010
	Medical Assisting	7/1/2010
	Medical Insurance Billing & Coding	7/1/2010
	Medical Office Administration	7/1/2010
	Office Skills	7/1/2010
	Paralegal	7/1/2011
	Pharmacy Technology	7/1/2012
SAN FRANCISCO	Accounting	7/1/2010
	Business Accounting	7/1/2010
	Business Administration	7/1/2010
	Business Administration – Accounting	7/1/2010
	Business Administration – Criminal Justice	7/1/2010
	Business Administration – Software Technologies	7/1/2010
	Business Administration – Accounting Emphasis	7/1/2010
	Business Administration – Software Technology Emphasis	7/1/2010
	Entrepreneurship	7/1/2010
	Construction Management	7/1/2012
	Criminal Justice	7/1/2010
	Electronics Technology	7/1/2010
	IT – Network Security (all emphases)	7/1/2010
	IT – Network Systems Administration	7/1/2010
	Medical Assisting	7/1/2010
	Medical Insurance Billing & Coding	7/1/2010

	Medical Office Administration	7/1/2010
	Office Skills	7/1/2010
	Paralegal	7/1/2011
	Pharmacy Technology	7/1/2012
STOCKTON	Accounting	7/1/2010
	Business Administration	7/1/2010
	Business Administration – Accounting	7/1/2010
	Business Administration – Criminal Justice	7/1/2010
	Business Administration – Accounting Emphasis	7/1/2010
	Entrepreneurship	7/1/2010
	Construction Management	7/1/2012
	Criminal Justice	7/1/2010
	Dental Assisting	7/1/2010
	IT – Network Systems Administration	7/1/2010
	Networking Technology – all emphases	7/1/2010
	Medical Assisting	7/1/2010
	Medical Insurance Billing & Coding	7/1/2010
	Medical Office Administration	7/1/2010
	Office Skills	7/1/2010
	Paralegal	7/1/2011
	Pharmacy Technology	2/3/2014



CORINTHIAN OPEID CHART

**Heald/Everest/WyoTech Campuses – By State\***

Source: Corinthian Colleges, Inc. FY 2011 10-K, available at

<https://www.sec.gov/Archives/edgar/data/1066134/000104746911007635/a2205217z10-k.htm>

STATE	CAMPUS	DATE OF ACQUISITION/ OPENING	DATE OF DIVESTMENT/ CLOSING	OPEID(s)
AZ	Everest Mesa (no JPR findings) 5416 E. Baseline Road, Suite 200, Mesa, AZ 85206	11/15/2005	04/27/2015, closed (not bought by Zenith)	02295000; 02295001; 02295002; 02295003 "A branch of the Phoenix Campus"
AZ	Everest Phoenix (no JPR findings) 10400 N. 25th Ave, Suite 190 Phoenix, AZ 85021	6/1/2000	04/27/2015, closed (not bought by Zenith)	02295000/01/02/03
CA	Everest Alhambra 2215 W Mission Rd, Alhambra, CA 91803	1/1/1996	04/27/2015, closed (not bought by Zenith)	00809000
CA	Everest Anaheim 511 N Brookhurst St #300, Anaheim, CA 92801	7/1/1995	04/27/2015, closed (not bought by Zenith)	01110700
CA	Everest City of Industry 12801 Crossroads Pkwy, South City of Industry, CA 91746 (Identified as a WyoTech campus on the closure list)	10/1/2000	04/27/2015, closed (not bought by Zenith)	01287302 "A Branch of WyoTech, Long Beach, CA"
CA	Everest Gardena 1045 W. Redondo Beach Blvd., Suite 275, Gardena, CA 90247	1/1/1996	04/27/2015, closed (not bought by Zenith)	01112300
CA	Everest Hayward 22336 Main Street, Hayward, CA 94541	9/1/2001	Closed 07/24/2014	00853200; 00853201
CA	Everest Los Angeles Wilshire 3460 Wilshire Boulevard, Suite 500, Los Angeles, CA 90010	1/1/1996	Closed 07/24/2014	00760600
CA	Everest Ontario 1460 S. Milliken Ave., Ontario, CA 91761	10/1/2000	04/27/2015, closed (not bought by Zenith)	03072300
CA	Everest Ontario Metro 1819 South Excise Avenue, Ontario, CA 91761-8525	1/1/2001	04/27/2015, closed (not bought by Zenith)	02250602 ("An Additional Location of Everest College, Springfield, MO")
CA	Everest Reseda 18040 Sherman Way, Suite 400, Reseda, CA 91335	7/1/1995	04/27/2015, closed (not bought by Zenith)	01110900
CA	Everest San Bernardino 217 E. Club Center Drive, Suite A San Bernardino, CA 92408-3752	7/1/1995	04/27/2015, closed (not bought by Zenith)	00449400
CA	Everest San Francisco 814 Mission St, San Francisco, CA 94103	10/1/1995	Closed 07/24/2014	01102400
CA	Everest San Jose 1245 S Winchester Blvd #102, San Jose, CA 95128	10/1/1995	Closed 07/24/2014	01206100

\* Campuses that did not have Job Placement Rate (JPR findings) are noted within this document.

CA	Everest Santa Ana (no JPR findings) 500 West Santa Ana Blvd. Santa Ana, CA92701-4559	9/20/2010	04/27/2015, closed (not bought by Zenith)	00450302
CA	Everest Torrance 1231 Cabrillo Ave., Torrance, CA 90501-2867	1/1/2000	04/27/2015, closed (not bought by Zenith)	03195400
CA	Everest West Los Angeles 3000 Robertson Blvd Ste. 300, Los Angeles, CA 90034 (Identified as a WyoTech campus on the closure list)	10/1/2000	04/27/2015, closed (not bought by Zenith)	01287301
CA	Heald Concord 5130 Commercial Circle, Concord CA 94520	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723404
CA	Heald Fresno 255 West Bullard, Fresno, CA 93704-1706	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723412
CA	Heald Hayward 25500 Industrial Blvd., Hayward, CA 94545-2352	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723406
CA	Heald Milpitas (San Jose) 341 Great Mall Parkway, Milpitas, CA95035-8008	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723405
CA	Heald Modesto (Salida) 5260 Pirrone Court, Salida, CA 39568-9095	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723407
CA	Heald Rancho Cordova 2910 Prospect Park Drive, Rancho Cordova, CA 95670-6005	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723411; 00747700
CA	Heald Roseville Seven Sierra Gate Plaza, Roseville, CA 95678-5303	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723408
CA	Heald Salinas 1450 North Main Street, Salinas, CA 93906-5100	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723409
CA	Heald San Francisco 875 Howard St., San Francisco, CA 94103-3032	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723400
CA	Heald Stockton 1605 East March Lane, Stockton, CA 95210-5667	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723410
CA	WyoTech Fremont 200 Whitney Place, Fremont, CA 94539-7663	8/7/2003	04/27/2015, closed (not bought by Zenith)	00719000
CA	WyoTech Long Beach 2161 Technology Place, Long Beach, CA 90810-3800	10/1/2000	04/27/2015, closed (not bought by Zenith)	01287300
CA	WyoTech West Sacramento 980 Riverside Pkwy, West Sacramento, CA 95605	1/27/2004	Closed 11/06/2013 (not bought by Zenith)	00915707; 00915706
CO	Everest Aurora 14280 East Jewell Ave., Aurora CO 80012-5692	10/1/1996	02/02/2015, acquired by Zenith	00450701
CO	Everest Colorado Springs 1815 Jet Wing Drive, Colorado Springs, CO 80916	10/1/1996	02/02/2015, acquired by Zenith	00450300

CO	Everest Thornton 9065 Grant St., Thornton, CO 80229-4339	10/1/1996	02/02/2015, acquired by Zenith	00450700
FL	Everest Brandon 3924 Coconut Palm Dr., Tampa FL 33619-1354	10/1/1996	02/02/2015, acquired by Zenith	00149905; 00153408
FL	Everest Fort Lauderdale 1040 Bayview Dr., Fort Lauderdale, FL 33304	9/30/2003	Closed 03/20/2012	3003201
FL	Everest Hialeah 530 W 49th St, Hialeah, FL 33012	4/1/2002	Closed 07/13/2013 (not bought by Zenith)	02121801
FL	Everest Jacksonville 8226 Phillips Highway Jacksonville, FL 32256	7/1/2000	02/02/2015, acquired by Zenith	00149909; 02599805
FL	Everest Kendall (Miami) 9020 SW 137th Avenue, Miami, FL 33186	4/1/2002	Closed 10/30/2014 (not bought by Zenith)	00149914; 03003200
FL	Everest Lakeland 995 East Memorial Blvd., Lakeland FL 33801-3801	10/1/1996	02/02/2015, acquired by Zenith	00149908; 02599801
FL	Everest Largo 1199 East Bay Dr., Largo, FL 33770-2556	10/1/1996	02/02/2015, acquired by Zenith	00149907; 02599800
FL	Everest Melbourne 2401 North Harbor City Blvd, Melbourne, FL 32935	10/1/1996	02/02/2015, acquired by Zenith	00149902 ("Additional Location of Everest University, N. Orlando, FL")
FL	Everest Miami 111 Northwest 183 <sup>rd</sup> Street, Miami, FL 33169-4759	4/1/2002	Closed 11/14/2014 (not bought by Zenith)	00149913; 02121800
FL	Everest Orange Park 805 Wells Rd, Orange park, FL 32073-1111	3/3/2004	02/02/2015, acquired by Zenith	00149906; 00153409
FL	Everest Orlando North 541 Diplomat Circle, Orlando FL 32810-5601	10/1/1996	02/02/2015, acquired by Zenith	00149900; 00149915
FL	Everest Orlando South 9200 South Park Center Loop, Orlando, FL 32819	10/1/1996	02/02/2015, acquired by Zenith	00149901
FL	Everest Pompano Beach 225 North Federal Highway Pompano Beach, FL 33062- 2522	10/1/1996	02/02/2015, acquired by Zenith	00814600; 00149910
FL	Everest Tampa 5701 E. Hillsborough Avenue, Suite 2300, Tampa, FL 33610	10/1/1996	02/02/2015, acquired by Zenith	00149904; 00153400
FL	WyoTech Ormond Beach (Daytona Beach) (no JPR findings) 470 Destination Daytona Lane, Ormand Beach, FL 32174- 1010	8/4/2004	02/02/2015, acquired by Zenith	02346200
GA	Everest Atlanta (Greenbriar) 2841 Greenbriar Parkway SW, Atlanta, GA 30331-2620	11/15/2010	02/02/2015, acquired by Zenith	01110902; 00982808
GA	Everest Atlanta (West) (no JPR findings) 101 Marietta Street NW Suite 600, Atlanta, GA 30303-8340	10/17/1996	Closed 07/25/2008	02318600
GA	Everest Decatur 2460 Wesley Chapel Rd, Ste 25A Decatur, GA 30035	5/1/2000	Closed or 12/31/2012	1035601
GA	Everest Jonesboro 6431 Tara Blvd., Jonesboro, GA 30236	4/1/2000	02/02/2015, acquired by Zenith	03372304
GA	Everest Marietta 1600 Terrell Mill Road, Suite G, Marietta, GA 30067-4163	4/1/2000	02/02/2015, acquired by Zenith	01110901

GA	Everest Norcross 1750 Beaver Run Rd., Suite 500, Norcross, GA 30093	3/31/2003	02/02/2015, acquired by Zenith	01112301 ("A Branch of Everest Institute, Southfield, MI"); 00982811
HI	Heald Honolulu 1500 Kapliolani Blvd., Honolulu, HI 96814-3704	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723401
IL	Everest Bedford Park (no JPR findings) 7414 South Cicero Ave., Bedford Park, IL 60629-5819	1/26/2011	02/02/2015, acquired by Zenith	00809003
IL	Everest Burr Ridge 6880 North Frontage Road, Suite 400, Burr Ridge, IL 60527-7826	7/2/2002	02/02/2015, acquired by Zenith	01185802
IL	Everest Chicago 247 South State Street #400; Chicago, IL 60604 (needs to be verified)	6/26/2003	06/20/2012	1102401
IL	Everest Melrose Park 1101 West North Avenue, Suite 1, Melrose park, IL 60160-1516	2/24/2011	02/02/2015, acquired by Zenith	01185803
IL	Everest Merrionette Park 11560 South Kedzie Ave., Merrionette Park, IL 60803-4517	10/19/2005	02/02/2015, acquired by Zenith	0014991; 00814604
IL	Everest North Aurora 150 South Lincoln Way, Suite 100, North Aurora, IL 60542-1610	2/1/2005	Closed 10/27/2014 (not bought by Zenith)	01151002
IL	Everest Skokie 9811 Woods Drive, Suite 200, Skokie, IL 60077-1074	5/1/2001	02/02/2015, acquired by Zenith	01185800
IN	Everest Merrillville 8585 Broadway, Suite 200, Merrillville, IN 46410	2/1/2001	02/02/2015, acquired by Zenith, teach-out	02100402 ("A Branch of Everest Institute, Grand Rapids, MI 49525")
MA	Everest Brighton 1505 Commonwealth Avenue, Brighton, Massachusetts 02135	1/1/1996	Closed 10/27/2014 (not bought by Zenith)	01151000
MA	Everest Chelsea 70 Everett Avenue, Chelsea, Massachusetts 02150	3/30/2004	02/02/2015, acquired by Zenith, teach-out	00809002; 00982809
MD	Everest Silver Spring (no JPR findings) 8757 Georgia Ave, Silver Spring, MD 20910	2/8/2005	02/02/2015, acquired by Zenith, teach-out	00907906
MI	Everest Dearborn 23400 Michigan Ave., Dearborn, MI 48124-1927	3/1/2001	02/02/2015, acquired by Zenith	00982801
MI	Everest Detroit 300 River Place Drive, Suite 1000, Detroit 48207-4297	12/23/2003	02/02/2015, acquired by Zenith	00982803
MI	Everest Grand Rapids 1750 Woodworth St NE, Grand Rapids, MI 49525	2/2/2001	02/02/2015, acquired by Zenith, teach-out	02100400
MI	Everest Kalamazoo 5177 W Main St, Kalamazoo, MI 49009	2/1/2001	02/02/2015, acquired by Zenith, teach-out	02100401

MI	Everest Southfield 21107 Lahser Road, Southfield, Michigan 48033-4400	1/1/1996	02/02/2015, acquired by Zenith	00982800
MN	Everest Eagan 1000 Blue Gentian Rd #250, Eagan, MN 55121	6/17/2004	02/02/2015, acquired by Zenith, teach-out	01035602
MO	Everest Kansas City (no JPR findings) 1740 West 92 <sup>nd</sup> St., Kansas City, MO 64114-3246	01/27/2012	02/02/2015, acquired by Zenith	00149912
MO	Everest Springfield 1010 West Sunshine, Springfield, MO 65807-2446	10/1/1996	02/02/2015, acquired by Zenith	02250600
MO	Everest St. Louis (Earth City) 3420 Rider Trail S, Earth City, MO 63045	3/31/2005	02/02/2015, acquired by Zenith, teach-out	02300105
NJ	Everest South Plainfield 5000 Hadley Road, Suite 100, South Plainfield, NJ 07080-1125	12/13/2005	02/02/2015, acquired by Zenith	00982804
NV	Everest Henderson 170 North Stephanie Street, Henderson, NV 89014-8810	10/1/1996	02/02/2015, acquired by Zenith	02237501; 02237500
NY	Everest Rochester 1630 Portland Ave., Rochester, NY 14621-3007	10/1/1996	04/27/2015, closed (not bought by Zenith)	00481100
OH	Everest Columbus (Gahanna) 825 Tech Center Drive, Gahanna, OH 43230	9/7/2004	02/02/2015, acquired by Zenith	03072303 ("A Branch of Everest Institute, Southfield, MI"); 00982805
OR	Everest Portland 425 SW Washington Ave., Portland OR 97204-2296	10/1/1996	02/02/2015, acquired by Zenith	00907900
OR	Everest Tigard 9600 Southwest Oak Street, 4th Floor, Tigard, OR 97223	8/4/2003	02/02/2015, acquired by Zenith	02617506
OR	Heald Portland 6035 Northeast 78 <sup>th</sup> Court, Portland, OR 97218-9852	01/04/2010	04/27/2015, closed (not bought by Zenith)	00723402
PA	Everest Bensalem 3050 Tillman Drive Bensalem PA 19020	08/23/2011	02/02/2015, acquired by Zenith, teach-out	02617507
PA	Everest Pittsburgh Town Place, Suite 1200, 100 Forbes Avenue Pittsburgh, Pennsylvania 15222	10/1/1996	02/02/2015, acquired by Zenith	00709100
PA	WyoTech Blairsville 500 Innovation Drive, Blairsville, PA 15717-8060	7/1/2002	02/02/2015, acquired by Zenith	00915705
TX	Everest Arlington (Mid Cities) 300 Six Flags Dr., Suite 100, Arlington, TX 76011-6630	6/9/2003	02/02/2015, acquired by Zenith	00481102; 02250603
TX	Everest Austin 9100 US Highway 290 East, Suite 100, Austin, TX 78754	10/2/2002	02/02/2015, acquired by Zenith	00982802

TX	Everest Dallas 6080 North Central Expressway, Dallas, TX 75206-5209	2/3/2003	02/02/2015, acquired by Zenith	00907905
TX	Everest Fort Worth 5237 North Riverside Drive, Suite 100, Fort Worth, TX 76137	8/24/2004	02/02/2015, acquired by Zenith, teach-out	02298501
TX	Everest Fort Worth South 4200 South Freeway, Suite 1940, Fort Worth, TX 76115- 1407	3/22/2010	02/02/2015, acquired by Zenith	00450303
TX	Everest Houston (Bissonnet) 9700 Bissonnet Street, Houston, TX 77036-8014	6/30/2004	02/02/2015, acquired by Zenith	02606202; 00982812
TX	Everest Houston (Greenspoint) 255 Northpoint Dr., Houston, TX 77060-3249	1/1/2000	02/02/2015, acquired by Zenith	02261302
TX	Everest Houston (Hobby) 7151 Office City Dr., Houston, TX 77087-2737	12/1/2001	02/02/2015, acquired by Zenith	02261303
TX	Everest San Antonio 6550 First Park Ten Blvd., San Antonio, TX 78213-3841	7/1/1995	02/02/2015, acquired by Zenith	02261300
UT	Everest Salt Lake City 3280 3500 S, Salt Lake City, UT 84119	10/1/1996	02/02/2015, acquired by Zenith, teach-out	02298500
VA	Everest Arlington 801 N Quincy St-Ste 500, Arlington, VA 22203	1/2/2002	Closed 04/7/2013	00450702
VA	Everest Chesapeake 825 Greenbrier Circle, Chesapeake VA 23320-2637	3/1/1999	02/02/2015, acquired by Zenith	00926701
VA	Everest Newport News 803 Diligence Dr., Newport News, VA 23606-4203	10/1/1995	02/02/2015, acquired by Zenith	00926700
VA	Everest Tyson's Corner (McLean/Vienna) 8620 Westwood Center Dr, Vienna, VA 22182	6/2/2004	02/02/2015, acquired by Zenith, teach-out	00450301
VA	Everest Woodbridge (no JPR findings) 14555 Potomac Mills Road, Woodbridge, VA 22192-6808	07/01/2011*	02/02/2015, acquired by Zenith	02617508
WA	Everest Bremerton 155 Washington Ave., Suite 200, Bremerton, WA 98367- 1835	8/4/2003	02/02/2015, acquired by Zenith	02300100
WA	Everest Everett 906 SE Everett Mall Parkway, Everett, WA 9808-2610	8/4/2003	02/02/2015, acquired by Zenith	02300103
WA	Everest Renton 981 Powell Avenue SW, Renton WA 98055-2990	7/1/1996	02/02/2015, acquired by Zenith	02606200
WA	Everest Seattle 2111 N Northgate Way, Suite 218, Seattle, WA 98133-9018	8/4/2003	02/02/2015, acquired by Zenith	02617500
WA	Everest Tacoma 2156 Pacific Avenue, Tacoma, WA 98402-3004	8/4/2003	02/02/2015, acquired by Zenith	02300104
WA	Everest Vancouver 120 Northeast 136 <sup>th</sup> Ave., Vancouver, WA 98684-6950	10/1/1996 8/4/2003	02/02/2015, acquired by Zenith	00907901
WI	Everest Milwaukee 1311 N 6th St, Milwaukee, WI 53212	10/18/2010	Closed 07/15/2013	00153410
WV	Everest Cross Lanes 5514 Big Tyler Rd, Cross Lanes, WV 25313	7/1/1995	02/02/2015, acquired by Zenith, teach-out	01035600

WY	WyoTech Laramie 4373 North 3 <sup>rd</sup> Street, Laramie, WY 82072-9519	7/1/2002	02/02/2015, acquired by Zenith	00915700

109 Campuses total

- 28 campuses closed 04/27/2015, not purchased by Zenith  
<https://studentaid.ed.gov/sites/default/files/corinthian-accreditors-state-agencies.pdf>
- 53 Campuses acquired by Zenith, 02/02/2015, for continued operation  
<https://studentaid.ed.gov/sites/default/files/corinthian-sale-list.xlsx>
- 12 campuses acquired by Zenith, 02/02/2015, for teach out  
<https://studentaid.ed.gov/sites/default/files/corinthian-teach-out-list-zenith.xlsx>
- 16 closed prior to 2015  
<https://www2.ed.gov/offices/OSFAP/PEPS/docs/closedschoolsearch.xlsx>

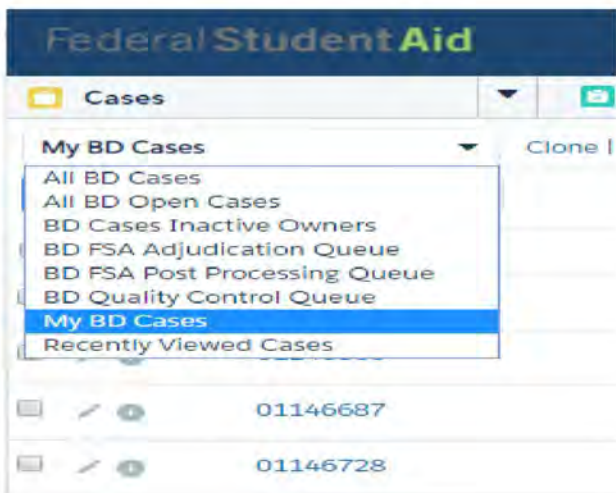


## JOB PLACEMENT RATE QC PROCESS

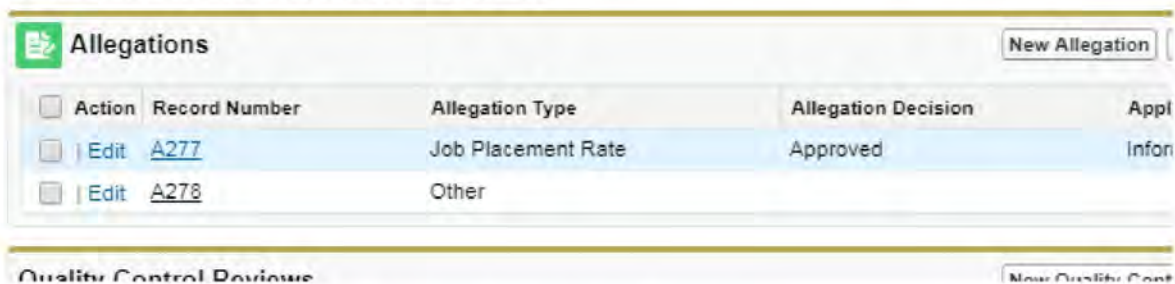
**Contractor QC Process**

**100% QC:**

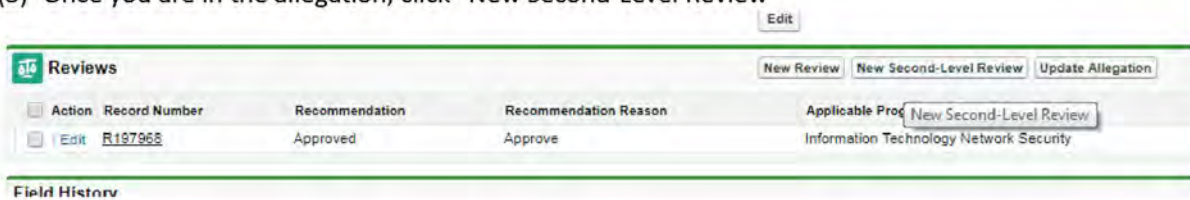
- (1) During 100% QC contractors will be tasking completed cases to you for a QC review. To access these claims click on “Cases” and select “My BD Cases” from the drop down.



- (2) Click into your first case by selecting the first case number. Scroll down to the “Allegations” section and click into the first allegation you are QCing:



- (3) Once you are in the allegation, click “New Second-Level Review”



- (4) In the second level review, select the first level reviewer as the initial reviewer and fill in the applicable sections in the "Review" section. If your review matches the first level review change the "Outcome" to "Pass" and save your review.

If your review does NOT match the first level review change the "Outcome" to "Fail."

Repeat this step for all applicable allegations (JPR/Guaranteed Employment/Transferability).

Review Edit Save Cancel

---

**Assessment** ! = Required Info

Initial Reviewer User

Outcome --None--

Resolution Details

---

**Review**

Recommendation --None--

Recommendation Reason --None--

Suggested Relief --None--

Controlling Begin Date  [ 4/10/2018 ]

Controlling End Date  [ 4/10/2018 ]

Controlling Date Source --None--

Applicable Program

Applicable Program Source --None--

Relevant State Law --None--

Statute of Limitations Date  [ 4/10/2018 ]

Review Notes

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**System Information**

Allegation A277

Save Cancel

(5) Note the case number/reviewer name/error in your QC report. \*\*You do not need to make a note of every case you review; only those with major errors.\*\* Major errors would be anything that changes the relief:

- Wrong controlling date *that changes the relief*. If the reviewer incorrectly used the CCI date instead of the borrower date, or vice versa, but either date is before the corresponding NSLDS date, then no harm no foul. We only care about a wrong controlling date when there are earlier loans that should be forgiven that would not be with the wrong date. (Or the opposite situation, where the controlling date is too early, thus forgiving loans that shouldn't be forgiven.)
- Wrong controlling program or wrong relief percentage
- Wrong recommendation *that changes the relief*. So yes, we absolutely want to know if a reviewer approved a claim that should be a denial, or vice versa. We want to know if a claim was marked approved that should be non-reliance or incomplete, or vice versa. We also want to know if a claim was marked dual program but should be full approval, or vice versa. But we do not care if a claim was marked "approve" but should be "in due to QC" as those recommendations lead to the same result.
- Wrong person is associated with the claim. (Eg: the claim was submitted for Mary Smith but the Tool information is for Joe Schmoe.)
- Adjudicated as a JPR claim but makes a non-JPR allegation that would potentially change the relief percentage or controlling date.
- Any missing information – eg: there is a correct review controlling date but the reviewer forgot to add it into the global controlling date.

(6) Please use the template below for your QC report. Please send all reports you've completed for the week to John Stephenson at the end of each week. In the feedback column, please briefly describe the error. If you have discovered no major errors, then the spreadsheet portion of the report can remain blank.

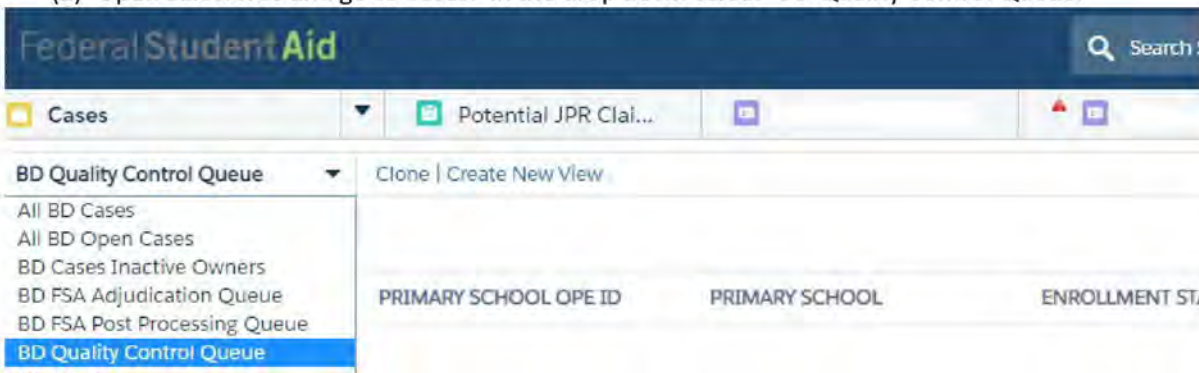
MAJOR ERRORS:

BD#	Reviewer Name	Feedback

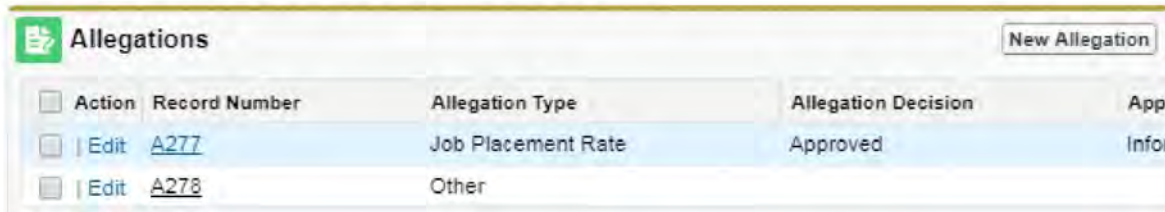
(7) Move the case to status 2.3 and change the owner to "BD Adjudication Queue"

**Non-100% QC Process**

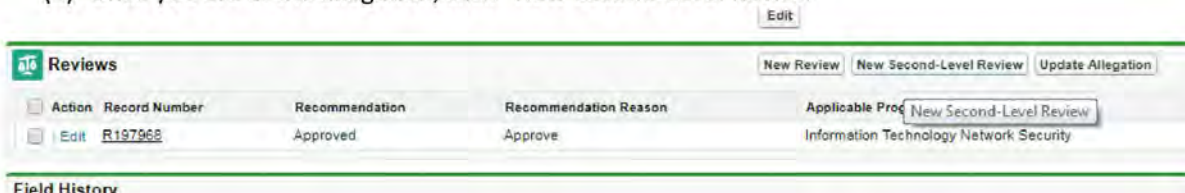
(1) Open Salesforce and go to Cases. In the drop down select "BD Quality Control Queue."



(2) Click into your first case by selecting the first case number. Scroll down to the "Allegations" section and click into the first allegation you are QCing:



(3) Once you are in the allegation, click "New Second-Level Review"



(4) In the second level review, select the first level reviewer as the initial reviewer and fill in the applicable sections in the "Review" section. If your review matches the first level review change the "Outcome" to "Pass" and save your review.

If your review does NOT match the first level review change the "Outcome" to "Fail."

Repeat this step for all applicable allegations (JPR/Guaranteed Employment/Transferability).

Review Edit Save Cancel

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**Assessment** Required Input

Initial Reviewer:

Outcome:

Resolution Details:

---

**Review**

Recommendation:

Recommendation Reason:

Suggested Relief:

Controlling Begin Date:  [ 4/10/2012 ]

Controlling End Date:  [ 4/10/2012 ]

Controlling Date Source:

Applicable Program:

Applicable Program Source:

Relevant State Law:

Statute of Limitations Date:  [ 4/10/2012 ]

Review Notes:

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**System Information**

Allegation:

Save Cancel

(5) Click back to the case back and scroll down to “New Quality Control Review”

**Allegations** New Allegation Update Case

Action	Record Number	Allegation Type	Allegation Decision	Applicable Program
<input type="button" value="Edit"/>	<a href="#">A277</a>	Job Placement Rate	Approved	Information Technol
<input type="button" value="Edit"/>	<a href="#">A278</a>	Other		

---

**Quality Control Reviews** New Quality Control Review

No records to display

Select the initial reviewer as the user, change the outcome to “Pass” or “Fail” depending on your review of the allegations (Note – if even one allegation is incorrect you should mark the outcome here as “Fail”). If there is an error, add a note to the “Resolution Details” section for the initial reviewer regarding what was incorrect with the claim.

Quality Control Review Edit Save Save & New Cancel

---

Quality Control

Outcome    
 Resolution Details

---

System Information

Save Save & New Cancel

(6) If the case fails the QC review, select the allegation that should drive the case. The update the case select the appropriate allegation by checking the box next two the allegation and selecting "Update Case."

**Allegations** New Allegation Update Case

<input type="checkbox"/>	Action	Record Number	Allegation Type	Allegation Decision	Applicable Program	Sugg
<input checked="" type="checkbox"/>	Edit	<a href="#">A772</a>	Employment Prospects			
<input type="checkbox"/>	Edit	<a href="#">A773</a>	Program Cost and Nature of Loans			
<input type="checkbox"/>	Edit	<a href="#">A774</a>	Transferring Credits			
<input type="checkbox"/>	Edit	<a href="#">A775</a>	Admissions and Urgency to Enroll			
<input type="checkbox"/>	Edit	<a href="#">A776</a>	Other			

(7) Note the case number/reviewer name/error in your QC report. \*\*You do not need to make a note of every case you review; only those with major errors.\*\* Major errors would be anything that changes the relief:

MAJOR ERRORS:

BD#	Reviewer Name	Feedback

(8) Move the case to status 2.3. and change the case owner to "BD Adjudication Queue"

(9) E-mail John Stephenson the QC Batch ID for every 5<sup>th</sup> batch you complete.

TYPES OF BD CLAIMS



## How to Review a Borrower Allegation in a One-off or Small Batch Application

### Step One: Did the borrower allege an act or omission by their school

- In order to make a borrower defense claim the borrower must allege an act or omission by the school listed on their application.
  - If a borrower alleges an act or omission by someone or something other than the school on their application (for example another school, their loan servicer, or another student) then use the “borrower makes no allegations regarding the school” stock language from the protocol. Otherwise move to step two.

### Step Two: Does the act or omission by their school violate state law

- The most common type of allegation we see allegations of misrepresentations. In order to allege a misrepresentation that states a claim under state law the borrower must allege both a representation and the falsity of that representation in their application. Further, the falsity alleged must match the representation.<sup>1</sup>
  - If the borrower has not alleged an act or omission by their school that violates state law use the “Allegation does not state a claim” stock language. Otherwise move to step three.
    - **NOTE:** The representation and the falsity may appear in different parts of the application
    - **NOTE:** Checking the box on the universal form does not meet either the representation or falsity requirements, with the exception of Transfer claims. If a the borrower checks the transfer claim box this checked box can be used to either meet the representation element or the falsity element for a transfer claim, but not both.

### Step Three: Is the act or omission by the school covered by the borrower defense regulation

- A borrower is not eligible for borrower defense relief based on claims that are not directly related to their loans or the educational services provided by the school. For example personal injury claims or claims based on allegations of harassment are not bases for a borrower defense claim.
  - If the borrower alleges one of these violations of state law then we use the “not a BD type claim” stock language or, if there is the potential that the borrower can receive a different type of discharge, the appropriate stock language for that type of discharge. Otherwise move to Step four.

### Step Four: Does the borrower provide evidence to support his/her claim

- In order to be approved for a borrower defense claim the department must have evidence that proves all elements of the borrower’s allegation.
  - If you think the borrower’s allegation is proved by attached evidence or that the attached evidence would allow the department to discover additional material evidence through a limited targeted investigation then this allegation cannot be denied and you must contact your QCer for further direction.
  - If the borrower’s allegation is not supported by sufficient evidence then the claim should be denied using the “insufficient evidence” stock language.

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<sup>1</sup> Example: “I was told that 85% of students have a job upon graduation, but in reality the percentage is much lower” states a claim. However, “I was told that 85% of students have a job upon graduation, but I don’t have a job” does not state a claim because the fact that the borrower doesn’t have a job does not mean that the statement that 85% of students have a job upon graduation is false.

## Treatment of Common Allegations - DRAFT

### Employment Prospects

Regardless of which narrative box someone uses, Employment Prospects claims are about representations regarding someone's employment outcomes as a result of going to that school/program – a guarantee of employment, the % of graduates working/working in the field, the salary they can expect to earn, the kinds of jobs for which they would be eligible with that degree, eligibility to sit for licensing examinations, etc.

#### **Employment Prospects allegations that potentially state a claim and therefore should be denied only if there is insufficient evidence to support the allegation:**

- Misrepresentations of guaranteed jobs
  - Ex. "My school promised me a job after I graduated, but I never got a job"
- Misrepresentations regarding salary/wages
  - Ex. "My school told me I would make \$60K a year upon graduation, but I only made minimum wage"
  - Ex. "My school told me dental assistants earn \$30 per hour; but actually they only earn \$12 per hour."
- Misrepresentations of Job Placement Rates
  - Ex. "My school told me 85% of graduates have jobs within 6 months of graduation, but that isn't true."
- Misrepresentations regarding a graduate's ability to work in field or sit for licensing exam
  - Ex. "My school said they were fully accredited, but when I graduated I was not eligible to get a job in my field of study."
  - Ex. "My school told me that once I got this degree I could immediately get hired as a nurse; that's not true. I need to have one year of clinical work before I can be hired."
  - Ex. "My school told me that after I graduated I could sit for the licensing exam, however when I went to take the exam I was told that my school was not properly accredited so I can't sit for the exam."
- Misrepresentations regarding an externship resulting in job placement
  - Ex. "My school promised me they would place me in an externship that would hire me after it ended. My externship did not hire me."

#### **Employment Prospects Allegations that Do Not State a Claim and therefore should be denied for failure to state a claim:**

- Allegations that include only one element of a misrepresentation
  - Ex. "The school promised me a job"
  - Ex. "I never got a job"
  - Ex. "There were no jobs available in my program when I graduated"
  - Ex. "I thought that I would get a job, but I'm working fast food instead"
- Allegations of misrepresentations where the falsity doesn't match the representation
  - Ex. "My school told me 85% of graduates have a job upon graduation, but I didn't have a job upon graduation."
- Pure omissions without the student alleging that the school had a duty to inform the student of the pertinent information
  - Ex. "My school never told me it would be hard to get a job as an underwater basket weaver"
  - Ex. "My school never told me that underwater basket weavers don't get paid well"

- General Claims regarding the value of education in getting a job, even if framed as misrepresentations
  - Ex. “My school told me that it is easier to get hired with a bachelors degree than with just a high school diploma”
  - Ex. “My school told me that people with masters degrees often have higher salaries than people with bachelors degrees”

### **Program Cost and Nature of Loan**

Regardless of which narrative box someone uses, Program Cost and Nature of Loan claims are about how much the program cost, how it was to be paid for, loans, repayment terms, etc.

**Program Cost and Nature of Loan allegations that potentially state a claim and therefore should be denied only if there is insufficient evidence to support the allegation:**

- Misrepresentations of program cost
  - Ex. “My school told me one price but then I was charged a higher price”
- Misrepresentation of the nature of the financial aid (grants vs. loans)
  - Ex. “My school made me think I was getting all grants, but instead it turned out to be loans”
- Misrepresentation of loan repayment terms
  - Ex. “My school told me that I wouldn’t have to start paying back my loans until six months after graduation, but after I graduated my loans became due immediately.”
- Misrepresentations regarding what equipment was provided with tuition/fees
  - Ex. “My school promised that haircutting supplies were part of the tuition, but I never got the supplies and instead had to pay for them separately.”

**Program Cost and Nature of Loan Allegations that Do Not State a Claim and therefore should be denied for failure to state a claim:**

- Omissions
  - Ex. “My school didn’t let me know that there were additional fees in addition to tuition”
- Misrep claims that leave out an element
  - Ex. “My school promised me that tuition would only be \$10K a year”
- Misrep claims where falsity doesn’t match the rep
  - “My school promised me that tuition would only be \$10K a year, but when I got to school my dorm room was in bad condition”
- Complaints about school cost
  - Ex “the school cost too much”
- Complaints regarding value of school, even if framed as misrepresentations
  - Ex. “the school shouldn’t have cost so much, I could have gotten the same education at as state school for half the tuition.
- Failure to inform borrower of other available forms of financial aid
  - Ex. “Nobody told me I could have gotten a grant from a private charity or from the state.”
- Complaints about having to take out loans
  - “I couldn’t afford this school so I had to take out massive loans”
- Failure to inform borrower of basic loan information
  - Ex. “The school never told me that my loans would accrue interest”
- Misrep re: loan counseling or failure to provide loan counseling
  - Ex. “The school did not provide me loan counseling.”
  - Ex. “The school promised me loan counseling, but it wasn’t useful”
  - Ex. “The school promised me loan counseling, but I never got it”

### Transferring Credits

Regardless of which narrative box someone uses, Transferring Credits claims are typically about whether a borrower is able to transfer credits from, or into, that school.

#### **Transfer of Credits allegations that potentially state a claim and therefore should be denied only if there is insufficient evidence to support the allegation:**

- Misrepresentations of whether credits earned would be accepted by other schools
  - Ex. “[checked box] my credits didn’t transfer”
  - Ex. “[checked box] my school told me my credits would transfer”
  - Ex. “[NO checked box] my school told me my credits would transfer to any other school, but when I tried to transfer nobody would accept my credits”
- Misrepresentations of whether degrees earned at that school would allow continuation into grad school
  - Ex. “My school told me that this degree would let me go on to any law school in the country”
- Misrepresentations that previously earned credits would transfer into this school
  - Ex. “My school told me that that they would accept all my community college credits, but when I enrolled only some credits were accepted.”
  - Ex. “My school told me that they would accept all my community college credits, but when I enrolled I had to retake classes.”
- Misrepresentations regarding institutional accreditation
  - Ex. “My school said they were fully accredited, but when I tried to transfer my credits not school would accept them.”

#### **Transfer of Credits Allegations that Do Not State a Claim and therefore should be denied for failure to state a claim:**

- Pure omission regarding transfer of credits
  - Ex. “My school never told me my credits wouldn’t be accepted by other schools”
- Withholding transcripts
  - Ex. “I couldn’t transfer because my school won’t release my transcript until I pay them the balance of the tuition cost.
- Misrepresentation missing an element about transferring into a school
  - Ex. “[checked box] my former credits did not transfer into this school”
- School failed to assisted with the transfer process
  - Ex. “I was confused about how to transfer credits, when I asked the school to help me with the process nobody would help me.”
- Transferability of some credits
  - Ex. “I tried to transfer my credits to [community college/state college], but they would only take 6 out of my 72 credits.”

### Career Services

Regardless of which narrative box someone uses, Career Services claims are about what the school promised to do to *help* the borrower find a job – not through the education itself, but through Career Services representatives, job fair, resume workshops, industry connections, etc.

#### **Career Services allegations that potentially state a claim and therefore should be denied only if there is insufficient evidence to support the allegation:**

- Misrepresentations of the nature/type or availability of career services
  - Ex. “My school told me they would help me find a job, but when I went to the career services office nobody was ever there. When I called nobody ever picked up the phone.”
  - Ex. “My school told me they would provide resume help and have job fairs, but they never did either of those things. All they did was send me links to job postings”
- Misrepresentations of the relationships the school has with employers
  - Ex. “My school promised me that they had strong relationships with local business, but when I contacted them they said they never heard of my school.”

#### **Career Services Allegations that Do Not State a Claim and therefore should be denied for failure to state a claim:**

- Omission
  - Ex. “My school never told me that they did not have a career services office”
- Misrepresentation allegation with missing element
  - Ex. “My school promised me that career services would help me find a job”
- Misrepresentation allegation where falsity doesn’t match the representation
  - Ex. “My school promised to help me find a job, but I don’t have a job”
- Complaints about quality of career services, even if framed as misrepresentations
  - Ex. “My school promised me that they had great career services, but it wasn’t useful”

### Educational Services

Regardless of which narrative box someone uses, Educational Services claims are about curriculum, methods, instruction and instructors, etc.

#### **Educational Services allegations that potentially state a claim and therefore should be denied only if there is insufficient evidence to support the allegation:**

- Specific misrepresentations regarding what will be taught/how classes will be taught
  - Ex. “the school promised to teach me programming language X, but instead they taught me programing language Y”
  - Ex. “the school promised hands on training, but we were never allowed to use any of the equipment. We only learned by reading a book.”
- Misrepresentations regarding to qualifications/certifications of the instructors
  - Ex. “My school told me that all of the instructors in the paralegal program were attorneys; that wasn’t true”
- Misrepresentations of the availability of services such as tutoring
  - Ex. “I was told there would be tutoring opportunities if I needed extra help with classes, but when I tried to get a tutor there weren’t any.”
- Allegations that teachers were not licensed to teach in state or otherwise does not meet state’s statutory or regulatory standards
  - “I found out that my teachers were not licensed to teach in the state of Massachusetts.”
- Allegations that a given class did not have a teacher
  - Ex. “Our class had no teacher, meaning there was no instruction. We would just show up to a class room and nobody was there. We just read our textbooks to ourselves. ”
  - Ex. “Our teacher was absent the second half of the semester and there was no substitute”
- Misrepresentations about program length/time to complete, number of credits necessary to complete, or number of hours of instruction that would be provided
  - Ex. “I told the school that I was being deployed in 9 months, and was told that the program only lasted 6 months. I enrolled, but a few months in learned that the program was actually 12 months long, which meant I couldn’t complete the course.
- Misrepresentations regarding internship/externship availability or nature
  - Ex. “My school promised to place me in an externship, but they never did
  - Ex. “My school promised to place me in a nursing externship, but they placed in a record keeping position”
- Misrepresentation regarding which program a student is enrolling in
  - Ex. “I signed up for a medical billing and coding program, but I later found out that they enrolled me in a Pharmacy tech program”
- Misrepresentations regarding medical or other accommodations
  - Ex. “My school told me that because of my medical condition I would get extra time on tests. However, once I enrolled nobody gave me extra time on tests.”
  - Ex. “My school told me I would be able to take a leave of absence for my pregnancy but instead they failed me and made me pay for the classes again”
  - Ex. “I was told that the school had flexible schedules and that it was not a problem that I worked during the day. After I enrolled I learned that most of their classes are only taught during the day making it impossible to take the classes I need to take.”

#### **Educational Services Allegations that Do Not State a Claim and therefore should be denied for failure to state a claim:**

- Omission
  - Ex. “The school didn’t tell me how redundant the classes would be”
  - Ex. “The school didn’t tell me that the teachers had little experience in the field”

- Misrep that is missing an element
  - Ex. “The school promised that the my teachers would be ivy league educated”
- Misrep where falsity doesn’t match the representation
  - Ex. “My school promised that my teachers would be ivy league educated, but they didn’t seem to know anything”
- Complaints about how a class is taught
  - Ex. “The school taught me programing language X, but after graduation I realized it would have been more helpful if they taught me programing language Y”
  - Ex. “I would have learned more if I got more hands on experience”
  - Ex. “They promised me that this was the best program. That was a lie”
- Complaints about quality of instructors, even if framed as misrepresentations
  - Ex. “My teachers didn’t seem to know very much and couldn’t answer my questions”
  - Ex. “My school said they had the best teachers, but that is a lie”
- Complaints about instructors not being helpful or playing favorites, even if framed as misrepresentations
  - Ex. “The professor in my econ 101 course did not seem interested in teaching the class. All he did was read off a power point”
  - Ex. “My teacher didn’t answer my questions and just told me to look up the answer in the book”
  - Ex. “My teacher liked certain students more than others and always gave them more attention”
- Complaints about normal instructor absences
  - Ex. “Our teacher was sick and had to cancel a day of class”
  - Ex. “Our teacher went on maternity leave and the sub wasn’t as good”
  - Ex. “The school had high teacher turnover”
- Complaints that a specific instructor wasn’t available, even if framed as misrepresentations
  - Ex. “I enrolled at the school to take classes with a certain professor but she retired before I could take a class with her”
- Deviations from the syllabus or student handbook, even if framed as misrepresentations
  - Ex. “we were supposed to learn about X in the third week, but we fell behind and didn’t get to it until week 4. That meant the last week of class was rushed”
  - Ex. “According to the student handbook you are allowed three make up tests, but I never got one”
- Complaints about internship quality
  - Ex. “I didn’t learn anything in my internship”
- Grading unfairness
  - Ex. “I think my work was great and I should have gotten an A. the only reason I didn’t was because the teacher didn’t like me.”
- Difficulty or ease of the program
  - Ex. “The class was too easy, I already knew everything”
  - Ex. “The class was too hard for an intro class”



Other

**Other Allegations that Do Not State a Claim and therefore should be denied for failure to state a claim**

- Loss of accreditation
  - Ex. “My school lost its accreditation while I was there”
- Mere existence of lawsuits against the school
  - Ex. “My school is being sued by its former dining services provider”
- Borrower was expelled
  - Ex. “My school wrongfully expelled me for not following safety procedures in the lab”
- School didn’t mail diploma
  - Ex. “I never received my paper diploma”
- School or program closure
  - Ex. “My school had to cancel the program I was in due to lack of interest”
  - Ex. “My school closed”
- Urgency to enroll
  - Ex. “I was told that I should enroll in class today so that I could begin schooling as soon as possible.”

**Other Allegations that are not covered by the Borrower Defense Regulation:**

- Discrimination claims
  - Ex. “My teacher failed me because of my [race, gender, sexual orientation, etc]”
- False Certification claims
  - Ex. “I never signed up for loans, but later found out that my school took loans out in my name”
- Teacher harassment
  - Ex. “My teacher was verbally abusive to me”
  - Ex. “My teacher sexually harassed me”
- Violence by teachers or Students
  - Ex. “I got into a fist fight with my teacher”
- Drug use
  - Ex. “My teacher was high during class”
- School sanctioned cheating on tests
  - Ex. “The school had a policy of letting students cheat on tests so that we could graduate with good grades”

## TYPES OF BD CLAIMS WORKSHEETS

## Transferring Credits

The following five claims appeared in the educational services section of BD applications. Assuming there is no evidence to support these claims please determine which denial reason to use in order to deny these allegations:

## Transferring Credits

Borrower Narrative	They told me that the community college or state university would accept credits from this school and they do not... no one does.
Denial Reason	Insufficient evidence
Reason	Borrower explicitly alleges both the representation (general transferability) and the falsity of that representation, but provides no evidence
Letter	You allege that LMU misrepresented the transferability of credits to other schools. You wrote that “they told me that the community college or state university would accept credits from this school and they do not... no one does.” This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.

## Transferring Credits

Borrower Narrative	<p>When I went to the school to visit it, the admissions lady asked me what I was interested in, I told her what I really wanted to do was get a nursing masters someday. She told me that the AS in medical assisting was the best bet for that, that the medical assisting degree would give me a head start into nursing school. That's not true at all.</p>
Denial Reason	Insufficient evidence
Reason	Borrower explicitly alleges both the representation (general transferability) and the falsity of that representation, but provides no evidence
Letter	<p>You allege that LMU misrepresented the ability to use a degree earned there to continue your education at other schools. Specifically, you wrote that you were told that "the AS in medical assisting was the best bet" to continue into a masters program in nursing, and that "the medical assisting degree would give [you] a head start into nursing school." This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.</p>

## Transferring Credits

Borrower Narrative	And now after all of that and all my hard work I'm left with nothing and I can't even transfer my credits because I can't get my transcripts because I owe the school money and I wish I never made this mistake.
Denial Reason	Doesn't state a claim
Reason	Withholding of transcript and/or school closure do not constitute a violation of state law.
Letter	You allege that LMU is withholding your transcripts, due to an unpaid balance. You wrote that you "can't even transfer [your] credits because [you] can't get [your] transcripts because [you] owe the school money." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Transferring Credits

Borrower Narrative	I already had an associate degree from the community college when I started at LMU, but I ended up having to take all those classes over again even though they told me that I wouldn't.
Denial Reason	Insufficient evidence
Reason	Borrower explicitly alleges both the representation (that previously earned credits would be accepted) and the falsity of that representation.
Letter	You allege that LMU misrepresented your ability to transfer previously earned credits into LMU. You wrote that you "already had an associate degree from the community college" but you "ended up having to take all those classes over again even though they told [you] that [you] wouldn't." This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.

## Transferring Credits

LMU lied to me about being accredited. They said they were but no other schools will take my LMU credits and I have to take those classes again if I ever want to finish my degree

Insufficient evidence

Borrower alleges a misrepresentation of the nature and/or value of the school's accreditation, combined with an allegation of an inability to transfer credits.

You allege that LMU misrepresented the nature and value of its accreditation. You wrote that "they said they were [accredited] but no other schools will take [your] LMU credits." This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.



- **Program Cost and Nature of Loan**
- The following five claims appeared in the program cost and nature of loan section of BD applications. Assuming there is no evidence to support these claims please determine which denial reason to use in order to deny these allegations

## Program Cost and Nature of Loan

Borrower Narrative I never knew I would have to pay these loans back. When I filled out the forms, they told me they were for grants, so I did it.

Denial Reason Insufficient evidence

Reason Borrower alleges a misrepresentation of the nature of the aid.

Letter You allege that LMU misrepresented the nature of your financial aid. Specifically, you wrote that when you “filled out the forms, they told [you] they were for grants, so [you] did it,” and that you “never knew [you] would have to pay these loans back.” This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.

## Program Cost and Nature of Loan

### Borrower Narrative

All the hair styling materials were supposed to be included in the tuition, but I had to spend an extra \$200 buying dyes and colors. I feel ripped off.

### Denial Reason

Insufficient evidence

### Reason

Borrower alleges a misrepresentation regarding what materials were included with the tuition.

### Letter

You allege that LMU misrepresented what was included with your tuition. Specifically, you wrote that “all the hair styling materials were supposed to be included in the tuition, but [you] had to spend an extra \$200 buying dyes and colors.” This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.

## Program Cost and Nature of Loan

The school did not inform me about The National Defense Student Loan Discharge Program. When applying for financial aid, I was told programs like this do not exist. After trying to find programs like these, the school could not provide me with the information. I was told that I do not qualify for any special programs relating to military service.

Doesn't state a claim

Basis of allegation is that the school did not inform the borrower of other financial aid options.

You allege that LMU failed to inform you of other financial aid programs. Specifically, the failed to inform you "about the National Defense Student Loan Discharge Program." You wrote that "when applying for financial aid, [you were] told programs like this do not exist." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Program Cost and Nature of Loan

Borrower Narrative	I never knew how interest worked. The school should have given me loan counseling before I finished but they didn't
Denial Reason	Doesn't state a claim
Reason	Failure to provide loan counseling does not state a claim.
Letter	You allege that LMU failed to provide loan counseling. You wrote that as a result, you "never knew how interest worked." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Program Cost and Nature of Loan

This school was a total rip-off! People laugh at my degree I paid \$10K for and I could have gone to the same program at LCC for half the tuition.

Doesn't state a claim

Basis of allegation is the price and/or comparative lack of value of program.

You allege that LMU was overpriced and failed to deliver appropriate value for the cost. You wrote that "people laugh at [the] degree [you] paid \$10K for" and that you could have attended a similar program at the local community college for "half the tuition." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

- **Employment Prospects**
- The following five claims appeared in the employment prospects section of BD applications. Assuming there is no evidence to support these claims please determine which denial reason to use in order to deny these allegations:

## Employment Prospects

Borrower Narrative	My school engaged in misleading marketing. I thought I was going to get a job. My recruiter Josephine told me overly optimistic statistics about graduation and employment rates— all the while just wanted to overcharge the federal government and me loans that perpetuated their lies of higher earnings and job prospects. I owe tons of debt, with a monthly payment of 800 dollars.
Denial Reason	Insufficient evidence
Reason	Misrepresented employment statistics and future earnings
Letter	You allege that your school misrepresented your employment prospects. Specifically, you allege that your school presented “overly optimistic statistics about graduation and employment rates.” You further allege that your school “perpetuated their lies of higher earnings.” This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.



## Employment Prospects

I was supposed to get a job. They told me 80% of students get jobs but I never got one. I did everything they told me to. I studied hard, got good grades. Still, no job.

Doesn't state a claim

Potential misrepresentation where the falsity doesn't match the representation

You allege you never found a job, despite the school advertising high placement rates. Specifically, you allege that your school "told [you] 80% of students get jobs but [you] never got one." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Employment Prospects

**Borrower Narrative**  
 They told me it would be easy, that if I signed up they were gonna give me a quality education so I could be successful. But they never told me how hard it would be to get a job. It took me 3 months just to get a job and then I barely got paid any more money. This was such a rip off.

**Denial Reason**  
 Doesn't state a claim

**Reason**  
 Pure omissions without the student alleging that the school had a duty to inform the student of the pertinent information

**Letter**  
 You allege that your school failed to provide information about the job market. Specifically, you allege that your school told that “if [you] signed up they were gonna [sic] give [you] a quality education so [you] could be successful,” but that your school never informed you “how hard it would be to get a job.” You further stated that, when you got a job, you “barely got paid any more money.” This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Employment Prospects

When I signed up at Lemur U they told me I would for sure get a job. They never helped me at all and I never got a job.

Insufficient evidence

Guaranteed Job

You allege that Lemur University falsely guaranteed you a job after graduation. You wrote that “they told [you that you] would for sure get a job” but you “never got a job.” This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.

## Employment Prospects

Borrower Narrative	I went to Lemur University (Go LMU!) because of the awesome externships they offered. They told me that I was guaranteed to get an externship that would turn into a full-time phlebotomist gig. I couldn't get the externship so I never got a job.
Denial Reason	Insufficient evidence
Reason	Misrep regarding an externship resulting in job placement
Letter	You allege that your school misrepresented your employment prospects. Specifically, you allege that your school misrepresented that you were "guaranteed to get an externship that would turn into a full-time phlebotomist gig." This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.

- **Career Services [worksheet with questions and answers]**

- The following five claims appeared in the career services section of BD applications. Assuming there is no evidence to support these claims please determine which denial reason to use in order to deny these allegations:

## Career Services

Borrower Narrative	When I met with Nancy the recruiter she said this would change my life and not to worry because they would help me find a job.
Denial Reason	Doesn't State a claim
Reason	No allegation of falsity
Letter	You allege that your school's recruiter promised the school would provide career services assistance. Specifically, you allege that your school told you "they would help [you] find a job This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Career Services

We were assured the school had partnerships with top employers to recruit graduates. The career services office would meet with me but none of the top employers would hire Lemur U graduates.

Insufficient evidence

Misrep of the relationships the school has with employers

You allege that your school misrepresented its relationship with employers. Specifically, you allege that your school represented that it “had partnerships with top employers to recruit graduates,” but that, in reality, “none of the top employers would hire Lemur U graduates.” This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.

## Career Services

Borrower Narrative	Lemur U told me that its career services department was what set it apart, but all they did was send me to Monster.com!
Denial Reason	Doesn't State a claim
Reason	Complaints about quality of career services
Letter	You allege that your school misrepresented the quality of its career services. Specifically, you allege that your school represented that "its career services department was what set it apart, but all they did was send me to Monster.com!" This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.



## Career Services

Borrower Narrative	They PROMISED they would help me get a job. I worked my butt off and got perfect grades. No job.
Denial Reason	Doesn't State a claim
Reason	Misrep allegation with missing element
Letter	You allege that you have not found a job, despite the school's promise of career services assistance. You wrote that your school "promised they would help [you] get a job," but you have not found a job. This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Career Services

Borrower Narrative	Career services was terrible. They never helped me at all and I never got a job.
Denial Reason	Doesn't State a claim
Reason	Misrep allegation with missing element
Letter	You allege that Lemur University had poor career services. Specifically, you wrote "[c]areer services was terrible" at your school. You further allege that your school's career services "never helped [you] at all." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

- **Educational Services**

- 
- The following five claims appeared in the educational services section of BD applications. Assuming there is no evidence to support these claims please determine which denial reason to use in order to deny these allegations:

## Educational Services

Borrower Narrative	My school told me that there would be many opportunities to get extra help from teachers. However, when I tried to get extra help nobody was ever available to help me.
Denial Reason	Insufficient evidence
Reason	Misrepresentation regarding the availability of services such as tutoring
Letter	You allege that your school misrepresented the availability of extra help from your teachers. Specifically, you state that your school told you that “there would be many opportunities to get extra help from teachers.” However, you further state that “when [you] tried to get extra help nobody was ever available to help [you].” This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.

## Educational Services

Borrower Narrative	When I was first deciding whether on whether to attend this school an admissions office told me that the teachers loved teaching and always worked to make sure all students would succeed. However, once I started classes I quickly learned that this was a lie. The teachers did not seem invested in our future and only seemed to help the students they personally liked or the students who already knew the material. If you fell behind in class the teachers basically ignored you.
Denial Reason	Doesn't state a claim
Reason	Complaint about teachers not being helpful or playing favorites
Letter	You allege that your school misrepresented how helpful and supportive your teachers would be. Specifically, you state that an admissions officer told you that "the teachers loved teaching and always worked to make sure all students would succeed." However you go on to state that "the teachers did not seem invested in [your] future and only seemed to help the students they personally liked or the students who already knew the material." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Educational Services

**Borrower Narrative**  
 My school promised to assign me to an externship so that I could get hands on training in the field. My externship was terrible. There was hardly any work to do and almost no supervision. The closest thing to work I did was sort through mail, but most of the time I was just sitting around with nothing to do.

**Denial Reason**  
 Doesn't state a claim

**Reason**  
 Externship Quality

**Letter**  
 You allege that your school placed you in a low quality externship. Specifically you state that your school "promised to place [you] into an externship so that [you] could get hands on training in the field." However, you go on to state that "there was hardly any work to do and almost no supervision." Further, you state that "the closest thing to work [you] did was sort through mail." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Educational Services

I am a single parent and work a full time job so that I can support my kids. Before I enrolled at BDU I asked the school whether I could take all my classes at night because I work during the day. John Doe, an admissions officer, told me that their schedules are very flexible and that I would have no problem designing my class schedule around my work schedule. After two years of classes I learned that in order to graduate you have to take a course that is only offered during the day.

Insufficient evidence

Misrepresentation regarding class schedule

You allege that your school misrepresented the flexibility of its class schedule. Specifically, you state that before you enrolled you asked “whether [you] could take all [your] classes at night because [you] work during the day” and you state that you were told that you “would have no problem designing [your] class schedule around [your] work schedule.” However, you further state that “after two years of classes [you] learned that in order to graduate you have to take a course that is only offered during the day.” This claim fails because you have provided insufficient evidence to support this allegation. Your claim for relief on this basis, therefore, is denied.

## Educational Services

Borrower Narrative  
 BDU advertises that their teachers have years of in field experience and are experts in the field. My experience at BDU is that the teachers are terrible and don't know anything. I knew more than my diesel repair teacher and would have done a better job teaching the class. The school was a total waste of money.

Denial Reason  
 Doesn't state a claim

Reason  
 Teacher Quality/falsity not matching the misrep

Letter  
 You allege that Borrower Defense University had poor quality teachers despite the school claiming that their teachers were experts in the field. Specifically, you state that the school "advertises that their teachers have years of in field experience and are experts in the field," but that you felt that that "the teachers are terrible" and that you "knew more than [your] diesel repair teacher." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.



- **Other Allegations**

- 
- The following five claims appeared in various sections of BD applications. Assuming there is no evidence to support these claims please determine which denial reason to use in order to deny these allegations:

## Other Allegations

Borrower Narrative	After I graduated my school lost its accreditation. Now nobody wants to hire me.
Denial Reason	Doesn't state a claim
Reason	Loss of accreditation
Letter	You allege that after you graduated your school lost its accreditation. Specifically, you state that because your school lost its accreditation "nobody wants to hire [you]." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Other Allegations

**Borrower Narrative**  
 My school promised to that its teachers would help all students excel in class. However, my teacher only helped white students. Anytime myself or any other minority student tried to get extra help my teacher would say he was too busy. But when a white student asked for help he would provide extra help.

**Denial Reason**  
 Not a BD type Claim

**Reason**  
 Discrimination

**Letter**  
 You allege that your professor at Borrower Defense University discriminated against you on the basis of race. Specifically, you state that your teacher “only helped white students” and that “anytime [you] or any other minority student tried to get extra help [your] teacher would say he was too busy.” This claim fails because this allegation, even if true, does not directly relate to the reason you took out your loan or the educational services for which it was intended to pay and, therefore, does not provide a basis for a borrower defense discharge. Your claim for relief on this basis therefore is denied. Please note that allegations regarding discrimination are handled by the Department’s Office of Civil Rights. For more information, please go to: <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>

## Other Allegations

Borrower Narrative	After I graduating from BDU I never received my diploma. I was told they would mail me my paper diploma a few weeks after graduation. When I called the school they told me that I graduated and that paper diploma isn't important.
Denial Reason	Doesn't State a Claim
Reason	Failure to receive hard copy of diploma
Letter	You allege that Borrower Defense University failed to provide you with a paper diploma. Specifically, you state that you were told that Borrower Defense University "would mail [you your] paper diploma a few weeks after graduation," but that you "never received [your] diploma." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## Other Allegations

I was sexually harassed in the school dorm. When I reported the incident to the school the school did nothing to investigate my claim or punish my assaulter.

Not a BD type Claim

Sexual harassment

You allege that you were sexually harassed while attending Borrower Defense University. Specifically, you state that you were “sexually harassed in the school dorm” and that “the school did nothing to investigate [your] claim or punish [your] assaulter. This claim fails because this allegation, even if true, does not directly relate to the reason you took out your loan or the educational services for which it was intended to pay and, therefore, does not provide a basis for a borrower defense discharge. Your claim for relief on this basis, therefore, is denied.

## Other Allegations

Borrower Narrative	A recruiter for BDU came to an event at my work. The recruiter pressured me to sign up for classes saying that a degree would help my career. He said that I could start classes as soon as the next week if I signed up that day. The recruiter didn't give me a chance to read the forms before I signed them.
Denial Reason	Doesn't state a claim
Reason	Urgency to Enroll
Letter	You allege that Borrower Defense University pressured you into enrolling. Specifically, you state that a recruiter told you that you "could start classes as soon as the next week if [you] signed up that day." Further you state the recruiter "didn't give [you] a chance to read the forms before [you] signed them." This claim fails because this allegation, even if true, does not amount to an act or omission by the school that violates state law. Your claim for relief on this basis, therefore, is denied.

## STANDARD CLAIM REVIEW PROTOCOL

## STANDARD PROTOCOL

1. Open Salesforce, go to Reports -> BD Enforcement Unit Reports, and open/run the report that has been assigned to you.
2. Open the files and/or attachments for the case you are reviewing. Confirm the application is actually against your school (if not, send to 1.4 with a task to the Tier 1 reviewer identifying the school claimed against for correction and/or asking whether there are outstanding loans against the school). Review any documents provided, noting anything that may support a BD claim.
3. Review all the allegations individually, using the [Types of Claims 10.23.2018](#) document as a guide to identify allegations that do not state a claim, allegations that do not state a BD claim, and allegations which state a potentially approvable claim.
  - a. Make sure the allegations are properly labeled, i.e., that allegations in the “Educational Services” narrative box relate to Educational Services, and not another type of allegation. You can either edit the allegation type dropdown or create new allegations, as appropriate.
  - b. If the allegations have not been transcribed, you do not need to transcribe the application into the tool. Create a new allegation of the appropriate type(s), and enter the narrative “See attached.” Identify the page number and, if there are multiple documents, identify which document to refer to (“[Transfer of Credits]: See attached, ‘John Smith Letter,’ p. 3”).
4. If the borrower attaches any evidence that indicates a larger attorney general action or class action or any lawsuit has been undertaken against the school,
  - a. Email your assigned QC attorney with the case # and explanation of the evidence/action
  - b. Stop work on the school. Do not open another case for this school at this time.
5. If the borrower attaches any evidence that supports that borrower’s particular allegation, but does not indicate any larger action against the school,
  - a. Email your assigned QC attorney with the case # and why you think the evidence supports the allegation
  - b. Stop work on the case. Move onto the next case.
6. If the allegation does not state a claim, does not state a BD claim, or does not have sufficient evidence to support a claim,
  - a. set the allegation review recommendation as “denied”
  - b. select the appropriate denial reason:
    - i. does not state a claim = “No claim stated”
    - ii. does not state a BD claim = “Failure to state a claim actionable under BD reg”
    - iii. insufficient evidence = “Lack of evidence”
  - c. Update the allegation.
  - d. Move onto the next allegation.



7. Once all the allegations have been reviewed, update the application decision and status
  - a. Set the application decision to “Flagged for Denial,” and select the appropriate denial reason (use “other” if there are multiple allegations that were denied for different reasons):
    - i. If all allegations were denied for the same reason, select that reason;
    - ii. If the allegations were denied for multiple reasons, one of which was “Lack of Evidence”, select “Lack of Evidence”;
    - iii. If the allegations were denied for a combination of “No Claim Stated” and “Failure to state a claim actionable under BD reg”, select “No Claim Stated.”
  - b. Update the status to 2.22 and assign the case to your QC attorney (please choose the option to not send an email).
8. Move on to the next case in the list, periodically running the report again so that cases that have been reviewed drop out.

DRAFT

STANDARD CLAIM REVIEW PROTOCOL TEMPLATE

## Initial Review of Medium Batch Applications

### BACKGROUND

<b>Name of Institution</b>	
<b>Corporate Owner(s)</b>	
<b>Open or Closed</b>	
<b>Total Number of Applications</b>	
<b>Patterns of Alleged Misconduct</b>	
<b>Evidence/Litigation</b>	
<b>Name of Reviewer</b>	
<b>Date Review Completed</b>	

### SUMMARY APPLICATION OVERVIEW

BD Case Number	School/Campus listed on App	Program(s)	Year of Enrollment	Nature of Allegation(s)	Evidence

### RECOMMENDATION:

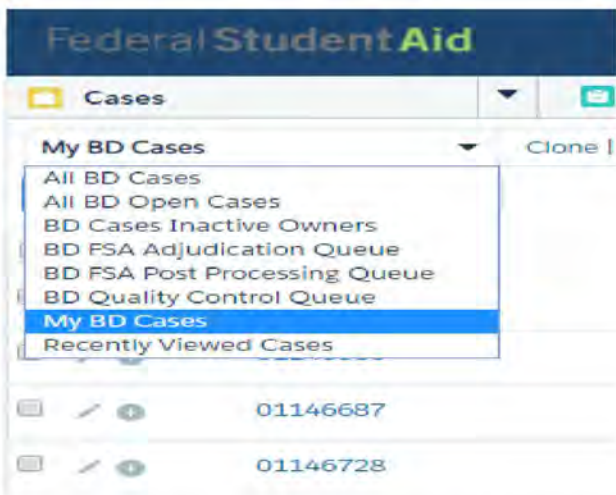
APPROVED BY:

DATE:

## STANDARD CLAIM REVIEW QC PROTOCOL

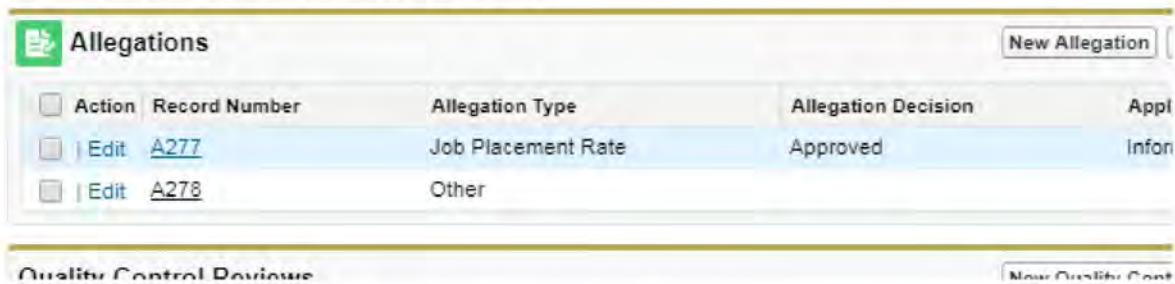
**Standard Protocol QC Process**

- (1) During 100% QC contractors and staff will be tasking completed cases to you for a QC review. To access these claims, click on “Cases” and select “My BD Cases” from the drop down.



During non-100% QC the designated QCer will review all medium batch claims in 2.22 not assigned to a BD attorney.

- (2) Click into your first case by selecting the first case number. Scroll down to the “Allegations” section and click into the first allegation you are QCing:



- (3) Once you are in the allegation, click “New Second-Level Review”



- (4) In the second level review, select the first level reviewer as the initial reviewer and fill in the applicable sections in the "Review" section. If your review matches the first level review change the "Outcome" to "Pass" and save your review.

If your review does NOT match the first level review change the "Outcome" to "Fail."

Repeat this step for all applicable allegations (JPR/Guaranteed Employment/Transferability).

Review Edit
Save Cancel

---

**Assessment** ! Required Info

Initial Reviewer User

Outcome --None--

Resolution Details

---

**Review**

Recommendation --None--

Recommendation Reason --None--

Suggested Relief --None--

Controlling Begin Date  [ 4/10/2012 ]

Controlling End Date  [ 4/10/2012 ]

Controlling Date Source --None--

Applicable Program

Applicable Program Source --None--

Relevant State Law --None--

Statute of Limitations Date  [ 4/10/2012 ]

Review Notes

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**System Information**

Allegation A277

Save Cancel

- (5) Ensure that the case level information (i.e. application decision and decision reason) is completed correctly. If this information is incorrect, correct it.
- (6) Add a QC review following steps (5) - (7) of the "Contractor QC Process for Salesforce" protocol.
- (7) Move the case to status 2.3 and change the owner to "BD Adjudication Queue"

## RECONSIDERATION DENIAL TEMPLATE

[DATE]

Sally Jones  
123 Fake Street  
Apt. 5C  
Washington, DC 20002

Case: 0000001

Dear Sally Jones:

The U.S. Department of Education (the Department) has completed its review of your application under the Borrower Defense regulations for discharge of your Federal student loans taken out in connection with your enrollment at [School]. Your application has been denied, which means that your Federal student loans will not be discharged.

### **Why was my application denied?**

The Department reviewed your application, any evidence attached to your application, as well as loan documents and associated data from the National Student Loan Data System (NSLDS).

#### Allegation 1: Employment Prospects

You allege that SCHOOL \_\_\_\_\_. Specifically you state [quote to the extent possible]. This claim fails because [insert denial reason]. Your claim for relief on this basis, therefore, is denied.

Additionally you allege that SCHOOL \_\_\_\_\_. Specifically you state [quote to the extent possible ALLEGATION 1]. This claim fails because [insert denial reason]. Your claim for relief on this basis, therefore, is denied.

#### Allegation 2: Cost and Nature of the Loan

You allege that SCHOOL \_\_\_\_\_. Specifically you state [quote to the extent possible]. This claim fails because [insert denial reason]. Your claim for relief on this basis, therefore, is denied.

### **Applicable Law**

A borrower may be eligible for a discharge (forgiveness) of one or more Direct Loans if the borrower's school engaged in acts or omissions that would give rise to a cause of action against the school under applicable State law. See § 455(h) of the Higher Education Act, 20 U.S.C. § 1087e(h), and 34 C.F.R. § 685.206(c)(1) (the Borrower Defense regulation). The Department will recognize a borrower's defense to repayment



of a loan only if the cause of action directly relates to the loan or to the school's provision of educational services for which the loan was provided. U.S. Department of Education, Notice of Interpretation, 60 Fed. Reg. 37,769 (Jul. 21, 1995).

**What if I do not agree with this decision?**

This is the Department's final decision on all allegations raised to date in connection with your Federal student loans for your attendance at [SCHOOL]. If you disagree with this decision, you may file a lawsuit in U.S. District Court.

**Can I apply for borrower defense if I have additional claims?**

If you wish to file a new application regarding acts or omissions by the school other than those described in the application (Case: [Click here to enter text](#)) that you believe support a valid borrower defense claim, please refer to the information and application available on the Department's website on borrower defense at [StudentAid.ed.gov/borrower-defense](https://studentaid.ed.gov/borrower-defense). In that application, you should explain in the relevant section(s) the basis for your new borrower defense claim and submit all supporting evidence.

**What should I do now?**

Because the Department has denied your borrower defense claim, you are responsible for repayment of your loans. If your loans were placed in forbearance as a result of your borrower defense application, those loans will be removed from forbearance by your servicer.

If your loans are in default and are currently in stopped collections, your loans will be removed from stopped collections. Failure to begin or resume repayment could result in collection activity such as administrative wage garnishment, offset of State and Federal payments you may be owed, and litigation.

If your application was pending for more than one year and your applicable loans are owned by the Department, the Department will take steps to reduce the amount of interest that has accrued on your loan(s). Your servicer will provide additional information in the coming months regarding the specific amount of interest adjusted.

If you have questions about the status of your loans or questions about repayment options, please contact your servicer(s) or the Default Resolution Group (if your loan is in default) at 1-800-621-3115. If you do not know the name of your loan servicer, you can find that information at [nslds.ed.gov](https://nslds.ed.gov). For further information on Federal Student Loan repayment and discharge, please visit: <https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation>.

Sincerely,

Borrower Defense Unit  
Federal Student Aid  
U.S. Department of Education



## REPORTING

### Reporting

The designated team lead will be responsible for creating the following reports:

**Daily Report:** Each contractor is expected to keep track of the number of hours worked per day, the number of JPR claims moved to 2.21, the number of JPR claims moved to 1.4/2.2, the number of non-JPR cases reviewed, the number of files reviewed if on evidence review, the number of cases QCd if applicable, and any other workstream at the direction of FSA. Each contractor must track the number of hours devoted to each workstream. At the end of each day contractors must send their data to the team lead. The following day the team lead will compile a daily report, using the template provided by FSA.<sup>1</sup> The daily report will be sent to individuals designated by FSA and the vendor company. A copy of the report will also be uploaded to a designated folder.

**Error Report:** At the end of each week the designated QCer will send the errors found during QC to the team lead. The team lead will review the errors for accuracy and categorize the errors as major or minor using the established criteria. The team lead will compile the errors into a report, using a template provided by FSA. The error report will be sent to FSA and the vendor company weekly with the weekly report. A copy of the report will also be uploaded to a designated folder.

**Weekly Report:** At the end of each week the team lead will compile the daily reports into a weekly report, using a template provided by FSA. The team lead will review the report to ensure it accurately reflects the week's work by contractors. The team lead will address anticipated concerns, such as a contractor underperforming or lost time due to technical issues, in the comments section of the report. The team lead will send the weekly report to individuals designated by FSA and the vendor company. A copy of the report will also be uploaded to a designated folder.

**Monthly Report:** At the end of each month the team lead will compile the weekly reports into a monthly report, using a template provided by FSA. The team lead will send the monthly report to individuals designated by FSA and the vendor company. A copy of the report will also be uploaded to a designated folder.

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<sup>1</sup> All report templates are subject to change at FSA's request.

## QUALITY CHECKS OF CONTRACTOR RESOURCES

### Quality Checks on Contractor Resources

The Borrower Defense Unit has implemented several systems to ensure cases are reviewed accurately and proper oversight is given to contractor resources.

#### QC of the QC

A BDU team member is responsible for checking the accuracy of the designated QCer. The QCer will inform the designated team member of every 5<sup>th</sup> batch of claims they QCd. The team member is responsible for ensuring the accuracy of the batch. If the designated team member discovers an error during QC the team lead will send the case number and a description of the error to individuals designated by FSA. The team lead will also inform FSA if no errors are found.

#### Check of Relativity

If any evidence review is conducted in a week, a BDU team member will spot check a randomly selected contractor's self-reported hours and files reviewed. To perform this check the designated team member will log into Relativity and select the database currently being reviewed. The designated team member will select "Reporting" and then select "History." The team member is then able to filter down to a selected day and contractor to review how many files were tagged as "1<sup>st</sup> Pass Review Complete." If there is a discrepancy with the number reported by the contractor remedial action may be taken.

#### Spot Check of Claims Adjudicated

Once per week a BDU team member will spot check two randomly selected contractors self-reported hours and claims adjudicated. To perform this check, the team member will open Salesforce and go to the "Latest Contractor Work" report in the "BD Enforcement Unit" report folder. The team member will change the date field to "Reviews: Created Date" and modify the date range to the appropriate date. The report will show the number of reviews created by each contractor for the selected date. If there is a discrepancy with the number reported by the contractors remedial action may be taken.

**FORMS**

SALESFORCE WEBFORM





**U.S. DEPARTMENT OF EDUCATION  
APPLICATION FOR BORROWER DEFENSE  
TO LOAN REPAYMENT**

OMB Number: 1845-0146  
Expiration Date: 12/31/2019

If your school misled you or engaged in other misconduct, you may be eligible for "borrower defense to repayment," which is the forgiveness of some or all of your federal student loan debt.

**FORM INSTRUCTIONS:** To apply, you must complete, sign, and submit this form to the U.S. Department of Education for review.

You may attach additional documents, such as transcripts, enrollment agreements, and promotional materials from your school. Once completed, please submit this form and any additional documents you believe will help us review your application by email to [BorrowerDefense@ed.gov](mailto:BorrowerDefense@ed.gov) or mail to US Department of Education - Borrower Defense to Repayment, PO Box 1854, Monticello, KY 42633.

Fields marked with an asterisk (\*) are required for your application to be considered complete.

**SECTION I: BORROWER INFORMATION**

Please provide contact information for the borrower:

*Name (First, Middle, Last)		*Date of Birth (mm/dd/yyyy)	*Social Security Number	
*Telephone Number	*Email Address			
*Street Address	*City	*State	*Zipcode	

\*Are you a PARENT who took out a federal loan on behalf of the student?

Yes     No

\*If yes, please enter the full name of the student (Last, First, Middle):

\*If yes, please enter the student's Social Security Number:

**SECTION II: SCHOOL INFORMATION**

\*School

Campus (including on-line campuses for distance education borrowers)

\*Location (City, State)

\* Enrollment Dates at this school:

\*From (month/year):

\*To (month/year):

If you are still attending this school/campus, please indicate by checking the box.

Check if the enrollment dates above are approximate, or if you are unsure of them.

If your attendance at the school listed above was not or has not been continuous (for example, from October 2015 to March 2016, then again from August 2016 to November 2016), please describe all dates that you attended.

\*Program Name or Major (e.g. *Nursing, Medical Assistant, Paralegal*).

Credential/Degree Sought (e.g. *Certificate, Diploma, Associates, Bachelors, Masters*).

If you enrolled in multiple programs at the school listed above, please describe all programs that you were enrolled in.

\*Current Status at school listed above

Graduated     Transferred Out     Withdrew     Attending

### SECTION III: OTHER LOAN REDUCTION OR TUITION RECOVERY REQUESTS

\*Have you made any other requests to have your Federal loans forgiven (for example, under a closed school discharge or false certification discharge from the U.S. Department of Education)?

Yes     No

\*If yes, please describe these other request(s), including the amount of any loan forgiveness that you received, and attach any documentation about the requests, if available.

\*Have you made any requests to anyone else to recover tuition amounts that you paid to your school (for example, a lawsuit against the school or a claim made to a tuition recovery program)?

Yes     No

\*If yes, please describe these other request(s), including the amount of the payment that you received (if any), and attach any documentation about the requests, if available.

### SECTION IV. BASIS FOR BORROWER DEFENSE

Answer the questions for each section below that applies to you.

For each section below that applies to you, please provide a **detailed** description of why you believe you are entitled to borrower defense, including the following information:

1. How the school communicated with you, whether in a brochure, online, over the phone, by email, or in person
2. The name/title of people who you believe misled you (if known)
3. What the school told you or failed to tell you.
4. Why you believe you were misled.

Attach any related documents, such as transcripts, enrollment agreements, promotional materials from the school, emails with school officials or your school's manual, or course catalog.

**Note: You only need to provide information for the sections below that apply to you, but you must complete at least one section. If you are a Parent PLUS borrower, the word "you" in the following sections also refers to the student.**

If you need more space to complete any section, please attach additional pages to your application.

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EMPLOYMENT PROSPECTS

Did the school mislead you *(or fail to tell you important information)* about promises of future employment, likelihood of finding a job, eligibility for certification or licensure in your field of study, how many students graduate, and/or earnings after graduation?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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PROGRAM COST AND NATURE OF LOAN

Did the school mislead you *(or fail to tell you important information)* about how much your classes would cost, how you would pay for your education, the terms of loan repayment, and/or other issues about the cost of your education?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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TRANSFERRING CREDITS

Did the school mislead you *(or fail to tell you important information)* about transferring your credits from this school to other schools?

Yes     No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes     No

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CAREER SERVICES

Did the school mislead you *(or fail to tell you important information)* about the availability or quality of job placement, career services assistance, or the school's connections to employers within your field of study?

Yes     No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes     No

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EDUCATIONAL SERVICES

Did the school mislead you *(or fail to tell you important information)* about educational services, such as the availability of externships, qualifications of teachers, instructional methods, or other types of educational services?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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ADMISSIONS AND URGENCY TO ENROLL

Did the school mislead you *(or fail to tell you important information)* about the importance of enrolling immediately, the consequences of failure to enroll, how difficult it was to be admitted, or anything else about the admission process?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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**OTHER**

Do you have any other reasons relating to your school that you believe qualify you for borrower defense, such as your school failing to perform its obligations under its contract with you, or that there is a judgment against your school in a Federal court, a State court, or in front of an administrative board or that you believe that you have a state law cause of action against the school?

Yes  No

Is there some other reason you feel your school misled you?

Yes  No

If yes, you must provide detailed information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

\*Did you choose to enroll in your school based in part on the issues you describe above?

Yes  No

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**SECTION V: FORBEARANCE/STOPPED COLLECTIONS**

If you are not currently in default on your federal student loans, you may request to have them placed into **forbearance** status while your application is under review. **Forbearance means that you do not have to make loan payments and your loans will not go into default.** Forbearance will continue until the borrower defense review process of your application is completed. Your servicer will notify you when your loans have been placed into forbearance status.

If your federal student loans are in **default**, you may request to have debt collection on your loan stopped ("**stopped collections status**"). **This means that the federal government or debt collection companies will stop attempting to collect on the loans, including by not withholding money from your wages or income tax refunds.** Stopped collections status will continue until the borrower defense review process of your application is completed.

Please see the "Common Questions and Answers Regarding Forbearance/Stopped Collections" section on the Borrower Defense website (<https://studentaid.ed.gov/borrower-defense>) if you have any questions regarding choosing to enter forbearance or stopped collections.

**Note that interest will continue to accumulate on federal loans regardless of what status they are in, including subsidized loans. If your application for borrower defense is denied, or partially approved, the total amount you owe on those loans may be higher.**

**PLEASE NOTE:** You do not have to place your loans in forbearance or stopped collections to apply for borrower defense relief.

For the most current information with regard to your rights and obligations regarding forbearance and stopped collections, please visit the Borrower Defense website at <https://studentaid.gov/borrower-defense>.

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\*Are you requesting forbearance/stopped collections?

- Yes, I want all of my federal loans currently in repayment to be placed in forbearance and for collections to stop on any loans in default while my borrower defense application is reviewed. During this time period, I understand that interest will continue to accrue.
- No, I do not want all of my federal loans currently in repayment to be placed in forbearance and for collections to stop on any loans in default while my borrower defense application is reviewed. During this time period, I understand that interest will continue to accrue and that I must continue to make loan payments.

If you do not select one of the options immediately above, your federal loans currently in repayment will automatically be placed into forbearance and collections will stop for any defaulted loans, and the Department will request forbearance for any commercially held Federal Family Education Loan (FFEL) program loans currently in repayment and for debt collection to stop for any defaulted, commercially held FFEL program loans that you have currently (*as applicable*).

## SECTION VI. CERTIFICATION

By signing this attestation I certify that:

All of the information I provided is true and complete to the best of my knowledge. Upon request, I agree to provide to the U.S. Department of Education information that is reasonably available to me that will verify the accuracy of my completed attestation.

I agree to provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the U.S. Department of Education or its designee that I meet the qualifications for borrower defense.

I certify that I received proceeds of a federal loan, in whole or in part, to attend the school/campus identified in Section II (above).

I understand that if my application is approved and some or all of my loans are forgiven, I am assigning to the U.S. Department of Education any legal claim I have against the school for those forgiven loans. By assigning my claims, I am effectively transferring my interests in any claim that I could make against the school relating to the forgiven loans (including the ability to file a lawsuit over those forgiven loans and any money ultimately recovered in compensation for those forgiven loans in court or other legal proceedings) to the U.S. Department of Education. I am not assigning any claims I may have against the school for any other form of relief --including injunctive relief or damages related to private loans, tuition paid out-of-pocket, unforgiven loans, or other losses.

I understand that the U.S. Department of Education has the authority to verify information reported on this application with other federal or state agencies or other entities. I authorize the U.S. Department of Education, along with its agents and contractors, to contact me regarding this request at the phone number above using automated dialing equipment or artificial or prerecorded voice or text messages.

I understand that any rights and obligations with regard to borrower defense to repayment are subject to the provisions currently in effect under Title 34 of the Code of Federal Regulations.

I understand that if I purposely provided false or misleading information on this application, I may be subject to the penalties specified in 18 U.S.C. § 1001, including fines. I understand that I may be asked to confirm the truthfulness of the statements in this application to the best of my knowledge under penalty of perjury.

\*Signature

Date

Submit this form and any additional documents you believe will help us review your application by email to [BorrowerDefense@ed.gov](mailto:BorrowerDefense@ed.gov) or by mail to: U.S. Department of Education - Borrower Defense to Repayment, PO Box 42633, Monticello, KY 42633.

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## PRIVACY ACT NOTICE

Information required by subsection (e)(3) of the *Privacy Act of 1974*, as amended (*Privacy Act*) (5 U.S.C. 552a(e)(3)) requires the following notice be provided to you:

The authorities for collecting the requested information from and about you are Section 455(h) of the *Higher Education Act of 1965*, as amended (*HEA*) (20 U.S.C. 1087e(h)) and 34 C.F.R. § 685.206(c) and the authorities for collecting and using your Social Security Number (SSN) are the same but also include 31 U.S.C. 7701(b). The primary purpose of the information collected is for the use and administration of the U.S. Department of Education's office of Federal Student Aid (ED/we) for borrower defense to loan repayment program. The information you provide ED on this form and your SSN are voluntary, but you may need to provide the requested information on this form, including your SSN and/or a Federal Student Aid ID (FSA ID) that provides ED your verified SSN and other individual information pertaining to a student's or parent's Student Financial Assistance Programs account(s), for ED to process or complete our review of your borrower defense to loan repayment application. You may submit a form without your SSN or an FSA ID by filling out a form and sending it to ED via email or physical mail because disclosure of the information requested on this form is voluntary. However, without providing all the requested information on this form, ED may not be able to conduct a full investigation and complete the review of your application.

We use the information that you provided on this form including your name, SSN, date of birth, address, email address, telephone number(s), and / or an FSA ID, to receive, review, evaluate, and process requests for relief under the borrower defense to loan repayment regulations, to render decisions on the merits of such requests for relief, and, where requests for borrower defense to loan repayment are successful, to determine the relief that is appropriate to borrowers under the circumstances as well as to initiate appropriate proceedings to require schools whose acts or omissions resulted in the successful defenses against repayment to pay ED the amounts of the loans that apply to the defenses. Without your consent, ED may disclose the information that you provided and as otherwise allowed by the *Privacy Act*, pursuant to the routine uses identified in the system of records notice (SORN) entitled "Customer Engagement Management System (CEMS)" (18-11-11) and published in the Federal Register as [83 FR 27587-27591 \(June 13, 2018\)](#). These routine uses include, but are not limited to, a routine use that permits ED to disclose your information to foreign agencies, Federal agencies, State agencies, Tribal, or local agencies, accreditors, schools, lenders, guaranty agencies, servicers, and private collection agencies when further information is relevant to ED's resolution of your complaint, request, or other inquiry, tracking your application or your inquiry, and, where a request for borrower defense to loan repayment is successful, to determine the relief that is appropriate under the circumstances as well as to initiate the appropriate proceeding to require the school whose acts or omissions resulted in the successful defense against loan repayment to pay ED the amount of the loan that apply to the defenses. We may use your information for reporting, analyzing the data to make recommendations in student financial assistance programs, and assisting in the informal resolution of disputes. Disclosure of relevant information also may be made to the responsible foreign, Federal, State, Tribal or local agencies charged with investigating or prosecuting a violation or potential violation of law in the event that information indicates, either on its face or in connection with other information, a violation or potential violation of any applicable statute, regulation, or order of a competent authority.

In the event of litigation or alternative dispute resolution (ADR) involving ED or that we have an interest in and if that a party is either any component of ED, any ED employee in his or her official capacity, any ED employee in his or her individual capacity where representation for the employee has been requested or has been agreed to by ED or the Department of Justice (DOJ), or the United States where ED determines that the litigation is likely to affect ED or any of its components, we may disclose your information to DOJ, a court, adjudicative body, a person or an entity designated by ED or otherwise empowered to resolve or mediate disputes, or a counsel, party, representative, or witness if the disclosure is relevant and necessary to the litigation or ADR. ED also may disclose your information to DOJ to the extent necessary for obtaining DOJ's advice on any matter relevant to an audit, inspection, or other inquiry. We may send information to members of Congress if you ask them to help you with federal student aid or Student Financial Assistance Programs account(s) questions. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. As part of such a contract, we will require the contractor to maintain safeguards to protect the security and confidentiality of the records that are disclosed to the contractor. If a record is relevant and necessary to a borrower complaint regarding participants in any Federal Student Financial Assistance Programs under title IV of the *HEA*, ED may disclose a record only during the course of



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processing, reviewing, investigating, fact-finding, or adjudicating the complaint to: any party to the complaint; the party's counsel or representative; a witness; or a designated fact-finder, mediator, or other person designated to resolve issues or decide the matter. ED also may disclose records to the DOJ or Office of Management and Budget (OMB) if ED concludes that disclosure is desirable or necessary in determining whether particular records are required to be disclosed under the *Freedom of Information Act (FOIA)* or the *Privacy Act*. ED may disclose your information to appropriate agencies, entities, and persons when ED suspects or has confirmed that there has been a breach of the system maintaining your information; which poses a risk of harm to individuals, ED (including its information systems, programs, and operation), the Federal agencies, or national security and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist ED's efforts to respond to the suspected or confirmed breach or to prevent, minimize, or remedy such harm. ED also may disclose your information to another Federal agency or Federal entity, when ED determines that your information is reasonably necessary to assist the recipient agency or entity in responding to a suspected or confirmed breach or preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal agencies, or national security, resulting from a suspected or confirmed breach.

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#### **PAPERWORK REDUCTION ACT NOTICE**

According to the *Paperwork Reduction Act of 1995*, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0146. Public reporting burden for this collection of information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain a benefit (20 U.S.C. 1087e(h)). If you have comments or concerns regarding the status of your individual submission of this application, please contact [BorrowerDefense@ed.gov](mailto:BorrowerDefense@ed.gov) directly.

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UNIVERSAL FORM

**U.S. DEPARTMENT OF EDUCATION**  
**APPLICATION FOR BORROWER DEFENSE TO LOAN REPAYMENT**

If your school misled you or engaged in other misconduct, you may be eligible for “borrower defense to repayment,” which is the forgiveness of some or all of your federal student loan debt, and may include reimbursement for amounts paid.

**FORM INSTRUCTIONS:** To apply, you must complete and sign this form. Submit this form and any additional documents you believe will help us review your application by email to [FSAOperations@ed.gov](mailto:FSAOperations@ed.gov) or by mail to: U.S. Department of Education, PO Box 194407, San Francisco, CA 94119.

**SECTION I. BORROWER INFORMATION**

Name (Last, First, Middle) \_\_\_\_\_

Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Social Security Number (last 4 digits only - XXXX) \_\_\_\_\_

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

Email Address \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Are you a PARENT who took out a federal loan on behalf of the student?  Yes  No

If yes, please enter the full name of the student (Last, First, Middle): \_\_\_\_\_

**SECTION II. PROGRAM INFORMATION**

School Name: \_\_\_\_\_

Campus Name: \_\_\_\_\_

Location (City, State): \_\_\_\_\_

Dates of Enrollment: From (Month, Year): \_\_\_\_\_ To (Month, Year): \_\_\_\_\_ (if you are still attending this school/campus, please indicate “still enrolled”)

Program Name or Major (e.g. Nursing, Medical Assistant, Law) \_\_\_\_\_

Credential/Degree Sought (e.g. Certificate, Diploma, Associates, Bachelors, Masters) \_\_\_\_\_

Current Status at school: \_\_\_ Graduated \_\_\_ Transferred \_\_\_ Withdrew \_\_\_ Attending

Have you made any claims for loan relief from anyone else (for example, a tuition recovery program or a closed school discharge from the U.S. Department of Education)?  Yes  No

If yes, please describe the other claim(s), including the amount of any payment or loan relief that you received: \_\_\_\_\_

**SECTION III. BASIS FOR BORROWER DEFENSE**

Provide a **detailed** description of why you believe you are entitled to borrower defense:

1. Details about what the school told you or failed to tell you.
2. Details about how the school communicated with you, whether in a brochure, online, over the phone, or in person.
3. The name/title of people who you believe misled you (if known).
4. Details about why you believe you were misled.

You should also attach any documents related to your application. **Please note that you only need to provide information for the sections below that apply to you.**

**EMPLOYMENT PROSPECTS**

Did the school mislead you (or fail to tell you important information) about future employment, job placement rates, graduation rates, and/or post-graduate earnings?  Yes  No

If yes, please provide detailed information in this section.

Did you choose to enroll in your school based in part on the issues you describe above?  Yes  No

**PROGRAM COST AND NATURE OF LOANS**

Did the school mislead you (or fail to tell you important information) about tuition and fees, how you would repay the loan, the terms of repayment, and/or other issues about the cost of your education?

Yes  No

If yes, please provide detailed information in this section.

Did you choose to enroll in your school based in part on the issues you describe above?  Yes  No

**TRANSFERABILITY OF CREDITS**

Did the school mislead you (or fail to tell you important information) about the transferability of credits?

Yes  No

If yes, please provide detailed information in this section.

Did you choose to enroll in your school based in part on the issues you describe above?  Yes  No

**CAREER SERVICES**

Did the school mislead you (or fail to tell you important information) about the availability of job or career services assistance?  Yes  No

If yes, please provide detailed information in this section.

Did you choose to enroll in your school based in part on the issues you describe above?  Yes  No

**EDUCATIONAL SERVICES**

Did the school mislead you (or fail to tell you important information) about educational services, such as the availability of externships, teachers qualifications, the method of instruction, or other types of educational services?  Yes  No

If yes, please provide detailed information in this section.

Did you choose to enroll in your school based in part on the issues you describe above?  Yes  No

**ADMISSIONS & THE URGENCY TO ENROLL**

Did the school mislead you (or fail to tell you important information) about the importance of enrolling immediately, the consequences of failure to enroll, how difficult it was to be admitted, or anything else about the admission process?  Yes  No

If yes, please provide detailed information in this section.

Did you choose to enroll in your school based in part on the issues you describe above?  Yes  No

**OTHER**

Do you have any other reasons relating to your school that you believe qualify you for borrower defense, such as your school failing to perform its obligations under its contract with you, or that there is a judgment against your school in a Federal court, a State court, or in front of an administrative board? For more information about the basis for borrower defense relief, see [StudentAid.gov/borrower-defense](https://StudentAid.gov/borrower-defense).

If yes, please provide detailed information in this section.

Did you choose to enroll in your school based in part on the issues you describe above?  Yes  No

## **SECTION IV. FORBEARANCE/STOPPED COLLECTIONS**

By completing this form, you may have all of your federal loans placed into forbearance and have collections on any federal loans in default stopped (“stopped collections”) while we review your application. **However, please note that interest will continue to accrue (accumulate) on all of these federal loans, including subsidized loans. If your application for borrower defense is denied, then when you are taken out of forbearance or stopped collections, the interest that accumulated will be added to the amount you owed when you entered forbearance or stopped collections, and the total amount you owe in the future will be higher.**

**You do not have to place your loans in forbearance or stopped collections to apply for borrower defense relief.** Please read the following question and answer (“Q & A”) section carefully before you choose whether you want the U.S. Department of Education to place your loans into forbearance or stopped collections.

**Q. What does forbearance or stopped collections status mean?**

A. During any period that your loans are in forbearance, you do not have to make payments on those loans, and the loans will not go into default. If your loans are already in default, when you enter stopped collections status, collections on your loans will stop. This will continue until the borrower defense review process of your application is completed. Your servicer will notify you when your loan has been placed into forbearance or stopped collections status. Until you receive that notice, you should continue to make payments.

**Q. Which of my loans are eligible to go into forbearance or stopped collections status?**

A. Initially, if you choose forbearance or stopped collections, it will affect all of your federal student loans that are owned by the U.S. Department of Education and are being serviced by a federal loan servicer, including loans that are not eligible for borrower defense loan forgiveness, such as (1) loans taken out to attend another institution, and (2) any loans you have for which you are not asserting borrower defense. If you select forbearance and you have commercially held Federal Family Education Loans (FFEL) loans, the Department will request forbearance on your behalf.

**Q. Can I remove some or all of my loans from forbearance or stopped collections status?**

A. If you want the forbearance or stopped collections to apply only to those loans related to your borrower defense application, you must contact your loan servicer after you hear from them confirming the forbearance or stopped collection. Also, after your loans enter forbearance or stopped collection status, if at any time you want to remove all of your loans from forbearance or stopped collections, you must also contact your loan servicer.

**Q. Can I make payments on my loans that are in forbearance or stopped collections?**

A. Yes. While your federal loans are in forbearance or stopped collections, you are not required to pay your loans. However, you are allowed to make payments on any of your loans that are in forbearance or stopped collections, including payments for accrued interest. As noted above, interest will continue to accrue on all of these loans while they are in forbearance or stopped collections.



**Q. What happens if my borrower defense application against the school noted in Section II (above) is successful?**

A. Your federal loans related to your application may be discharged partially or completely. If you receive a partial discharge, you will be responsible for repaying any amounts that are not discharged through borrower defense. Also at that time, the forbearance or stopped collections period for any of your other federal loans will end. You will be responsible for repaying those other loans, if applicable, including interest that accrued during the forbearance or stopped collections period.

**Q. What happens if my borrower defense application against the school noted in Section II (above) is denied?**

A. You will not receive a discharge of any of your loans and the forbearance or stopped collections period will end for all of your loans. You will be responsible for repaying these loans, including interest that accrued during the forbearance or stopped collections period.

**Are you requesting forbearance or stopped collections?**

**Yes, I want all of my federal loans to be placed in forbearance and for collections to stop on any loans in default while my borrower defense application is reviewed. During this time period, I understand that interest will continue to accrue.**

**No, I do not want all of my federal loans to be placed in forbearance and for collections to stop on any loans in default while my borrower defense application is reviewed. During this time period, I understand that interest will continue to accrue.**

**If you do not select one of the forbearance or stopped collection options immediately above, your federal loans will be placed into forbearance or stopped collection, and the Department will request forbearance or stopped collection for any commercially held FFEL program loans that you have currently.**

## **SECTION V. CERTIFICATION**

By signing this attestation I certify that:

I agree to provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the U.S. Department of Education or its designee that I meet the qualifications for borrower defense.

All of the information I provided is true and complete to the best of my knowledge. Upon request, I agree to provide to the U.S. Department of Education information that is reasonably available to me that will verify the accuracy of my completed attestation.

I certify that I received proceeds of a federal loan, in whole or in part, to attend the school/campus in Section II (above).

I understand that if my application is granted, I am deemed to have assigned my claim to, and relinquished it in favor of, the Secretary of the U.S. Department of Education.

I understand that the U.S. Department of Education has the authority to verify information reported on this application with other federal or state agencies or other entities. I authorize the U.S. Department of Education, along with its agents and contractors, to contact me regarding this request at the phone number above using automated dialing equipment or artificial or prerecorded voice or text messages.

I understand that if I purposely provided false or misleading information on this application, I may be subject to the penalties specified in 18 U.S.C. § 1001. I understand that I may be asked to confirm the truthfulness of the statements in this application to the best of my knowledge under penalty of perjury.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit this form and any additional documents you believe will help us review your application by email to [FSAOperations@ed.gov](mailto:FSAOperations@ed.gov) or by mail to: U.S. Department of Education, PO Box 194407, San Francisco, CA 94119.

### **PRIVACY ACT NOTICE**

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you: The authorities for collecting the requested information from and about you are §421 *et seq.*, §451 *et seq.* and §461 *et seq.* of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087a *et seq.*, and 20 U.S.C. 1087aa *et seq.*) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Family Education Loan (FFEL) Program, or the Federal Perkins Loan (Perkins Loan) Program, and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate. The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan Program, FFEL, or Perkins Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or defaults. We also use your SSN as an account identifier and to permit you to access your account information electronically. The information in your file may be disclosed, on a case- by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty

agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies. In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

### **PAPERWORK REDUCTION ACT NOTICE**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-NEW. Public reporting burden for this collection of information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain a benefit (20 U.S.C. 1087e(h)). If you have comments or concerns regarding the status of your individual submission of this application, please contact [FSAOperations@ed.gov](mailto:FSAOperations@ed.gov) directly.

## EVEREST/WYOTECH ATTESTATION FORM



## UNITED STATES DEPARTMENT OF EDUCATION

### ATTESTATION FOR CERTAIN EVEREST AND WYOTECH STUDENTS APPLICATION FOR BORROWER DEFENSE TO REPAYMENT LOAN DISCHARGE

FORM APPROVED  
OMB NO: 1845-0132  
Exp 11/30/2018

The Department of Education has found that at various times between 2010 and 2014, Everest Institute, Everest College, and Everest University ("Everest"), and WyoTech published misleading job placement rates for many of its programs of study. This form is designed to expedite the process of obtaining loan forgiveness based on borrower defense to repayment for loans taken out by Everest and WyoTech students to enroll in these programs. This form covers federal Direct Loans (including Parent PLUS loans issued to parents of Everest and WyoTech students) received on or after July 1, 2010. A list of covered programs and dates of enrollment is available at <https://studentaid.ed.gov/ev-wy-findings>. Please fill out this attestation ONLY IF your program and dates of enrollment are included on this list.

Everest and WyoTech students who did not attend programs where the Department of Education found misleading job placement rates, or whose decision to enroll was not influenced by those job placement rates, may still be eligible for loan forgiveness based on borrower defense to repayment. Additional instructions to file a claim for loan forgiveness can be found at <https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/borrower-defense>.

**Instructions:** Please complete this form. To sign the form, insert a digital image of your signature in the appropriate field below or print a hard copy of the form and sign. Submit your form and all supplementary documents referenced in question #4 via email to [FSASOperations@ed.gov](mailto:FSASOperations@ed.gov) or mail to Department of Education, PO Box 429060, San Francisco, CA 94142.

#### SECTION I: BORROWER INFORMATION

<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>	<b>Date of Birth</b>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<b>Social Security Number (last 4 digits)</b>	<b>Telephone Number</b>	<b>Email Address</b>	
<input style="width: 20%;" type="text"/> <input style="width: 20%;" type="text"/> <input style="width: 20%;" type="text"/> <input style="width: 20%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
<b>Home Address</b>	<b>City</b>	<b>State</b>	<b>Zipcode</b>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

I, \_\_\_\_\_, attest to the following:

I am submitting this attestation and additional materials in support of my application for a borrower defense to repayment discharge of my Direct Loans under 34 C.F.R. § 685.206 (c).

#### SECTION II: PROGRAM INFORMATION

If you enrolled in more than one covered Everest/WyoTech program, you will need to complete the following for each covered program you attended. For example, if you were a criminal justice student in 2011 and returned in 2012 for an accounting program, you should complete the first Campus Program section based on your enrollment in criminal justice and the second Campus Program section based on your enrollment in accounting.

If you have more than one program, click the Add Campus Program button that appears at the bottom of the Campus Program section.

**Note:** This form applies to students who enrolled in a program after misleading placement rates were published for the program. A list of covered programs and dates of enrollment is available at <https://studentaid.ed.gov/ev-wy-findings>. The earliest enrollment date covered is July 1, 2010.

CAMPUS PROGRAM			
Campus		Enrollment Start Date* (MM/YYYY)	Enrollment End Date* (MM/YYYY)
Program Name			Credential

- Prior to my enrollment in this Everest/WyoTech program, I received information about job placement rates related to my program of study through one or more of the following ways (check each that applies)

  - Brochures advertising Everest/WyoTech academic programs or other printed materials, including those provided by Everest/WyoTech representatives or recruiters;
  - Emails, online materials, or online disclosures from or by Everest/WyoTech.
- I believed that the job placement rates related to my program of study indicated the level of quality an Everest/WyoTech education offered to students. I chose to enroll at Everest/WyoTech based, in substantial part, on the information I received about job placement rates related to my program of study and the quality of education I believed those placement rates represented.
- I applied for and received a federal Direct Loan to cover the cost of attendance of the Everest/WyoTech program in which I enrolled.
- As an attachment to this attestation, I have included document(s) with additional information to confirm that I was enrolled in the program of study at Everest/WyoTech that I identified above, and was enrolled for the dates I provided above. (Suggested documents include transcripts and registration documents indicating your specific program of study at Everest/WyoTech and dates of enrollment.)  
The document(s) I have attached are:

- \*Select the check box if you had multiple periods of enrollment in a program, that is, if you enrolled in a program but subsequently discontinued enrollment, and then reenrolled in the same program at a later date, please provide all start and end dates applicable to this program. (Deselect the check box to remove any enrollment dates added in error.)

<b>Add Campus Program</b>	<b>Remove Campus Program</b>
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**SECTION III: OTHER INFORMATION**

Please provide or attach any other information about your experience at Everest/WyoTech that you believe is relevant: (2,000 characters max)

**SECTION IV: DIRECT LOAN FORBEARANCE**

By completing this form, you are eligible to have all of your federal loans placed into forbearance and for collections on any federal loans in default to stop while your claim is reviewed by the Department of Education. Please read the following information carefully before making your selection below.

During any period that your loans are in forbearance, you do not have to make payments on those loans, and the loans will not go into default. If your loans are already in default, collections will stop. This will continue until the loan discharge review process is completed. Your servicer will notify you when your loan has been placed into forbearance or stopped collections. Until you receive that notice, you should continue to make payments.

The forbearance or stopped collections will affect all of a borrower's federal loans, including loans that are **not** eligible for discharge through this form, such as Federal Family Education Loans (FFEL), loans taken out to attend an Everest and/or WyoTech program not on the enclosed list of covered programs, or loans taken out to attend another institution.

**Note that interest will continue to accrue on all of these federal loans, including subsidized loans, during the forbearance or stopped collections period.**

If you want the forbearance or stopped collections to apply only to those loans that may be eligible for a discharge using this form (federal Direct Loans received on or after July 1, 2010 to attend Everest and/or WyoTech programs covered by the enclosed list), you must notify your loan servicer. At any time during the forbearance or stopped collections period, you may voluntarily make payments on your loans, including payments for accrued interest, or end the forbearance or stopped collections by contacting your servicer.

If your claim made using this form is successful, your federal Direct Loans borrowed to attend a covered Everest/WyoTech program will be discharged. Also at that time, the forbearance or stopped collections period for your other federal loans will end. You will be responsible for repaying these other remaining loans, including interest that accrued during the forbearance or stopped collections period, under the terms of your promissory note.

If your claim is denied, you will not receive a discharge of any of your loans and the forbearance or stopped collections period will end for all of your loans. You will be responsible for repaying these loans, including interest that accrued during the forbearance or stopped collections period, under the terms of your promissory note.

- Yes, I want my federal loans to be placed in forbearance and for collections to stop on any loans in default while my loan discharge claim is reviewed.
- No, I do **not** want my federal loans to be placed in forbearance and for collections to stop on any loans in default while my loan discharge claim is reviewed.

**SECTION V: CERTIFICATION**

By signing this attestation I certify that:

I agree to provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the Department of Education or its designee that I meet the qualifications for borrower defense to repayment loan discharge.

All of the information I provided is true and complete to the best of my knowledge and I agree, if asked, to provide information reasonably available to me to the Department of Education that will verify the accuracy of my completed attestation.

I understand that the Department of Education has the authority to verify information reported on this application with other federal or state agencies or other entities. I authorize the Department of Education, along with its agents and contractors, to contact me regarding this request at the phone number above using automated dialing equipment or artificial or prerecorded voice or text messages.

I understand that if I purposely provided false or misleading information on this application, I may be subject to the penalties specified in 18 U.S. Code § 1001.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Privacy Act Notice.** The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you: The authorities for collecting the requested information from and about you are §421 *et seq.*, §451 *et seq.* and §461 *et seq.* of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087(a) *et seq.*, and 20 U.S.C. 1087(a) *et seq.*, and the authorities for collecting and using your Social Security Number (SSN) are §428B(f) and §484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 20 U.S.C. 1091(a)(4) and 31 U.S.C. 7701(b)). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Family Education Loan (FFEL) Program, or the Federal Perkins Loan (Perkins Loan) Program, and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate. The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan Program, FFEL, or Perkins Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or defaults. We also use your SSN as an account identifier and to permit you to access your account information electronically. The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies. In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Act Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0132. Public reporting burden for this collection of information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain a benefit (20 U.S.C. 1087e(h)). If you have comments or concerns regarding the status of your individual submission of this application, please contact [FSASOperations@ed.gov](mailto:FSASOperations@ed.gov).



HEALD ATTESTATION FORM



## UNITED STATES DEPARTMENT OF EDUCATION

### ATTESTATION FOR CERTAIN HEALD COLLEGE STUDENTS APPLICATION FOR BORROWER DEFENSE TO REPAYMENT LOAN DISCHARGE

FORM APPROVED  
OMB NO: 1845-0132  
Exp. 12/31/2015

The Department of Education has found that at various times between 2010 and 2014, Heald College published misleading job placement rates for many of its programs of study. This form is designed to expedite the process of obtaining loan forgiveness based on borrower defense to repayment for loans taken out by Heald College students to enroll in these programs. This form covers federal Direct Loans received on or after July 1, 2010. A list of covered programs and dates of enrollment is available at <https://studentaid.ed.gov/sa/sites/default/files/heald-findings.pdf>. Please fill out this attestation ONLY IF your program and dates of enrollment are included on this list.

Heald College students who did not attend programs where the Department of Education found misleading job placement rates, or whose decision to enroll was not influenced by those job placement rates, may still be eligible for loan forgiveness based on borrower defense to repayment. Additional instructions to file a claim for loan forgiveness can be found at [studentaid.ed.gov](https://studentaid.ed.gov).

**Instructions:** Please complete this form. To sign the form, insert a digital image of your signature in the appropriate field below or print a hard copy of the form and sign. Submit your form and all supplementary documents referenced in question #4 via email to [FSAOperations@ed.gov](mailto:FSAOperations@ed.gov) or mail to Department of Education, PO Box 429060, San Francisco, CA 94142.

#### SECTION I: BORROWER INFORMATION

<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>	<b>Date of Birth</b>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<b>Social Security Number (last 4 digits)</b>	<b>Telephone Number</b>	<b>Email Address</b>	
<input style="width: 25%;" type="text"/> <input style="width: 25%;" type="text"/> <input style="width: 25%;" type="text"/> <input style="width: 25%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
<b>Home Address</b>	<b>City</b>	<b>State</b>	<b>Zipcode</b>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

I, \_\_\_\_\_, attest to the following:

I am submitting this attestation and additional materials in support of my application for a borrower defense to repayment discharge of my Direct Loans under 34 C.F.R. § 685.206 (c).

#### SECTION II: PROGRAM INFORMATION

If you enrolled in more than one covered Heald program, you will need to complete the following for each covered program you attended. For example, if you were a criminal justice student in 2011 and returned in 2012 for an accounting program, you should complete the first Campus Program section based on your enrollment in criminal justice and the second Campus Program section based on your enrollment in accounting. If you have more than one program, click the Add Campus Program button that appears at the bottom of the Campus Program section.

**Note:** This form applies to students who enrolled in a program after misleading placement rates were published for the program. A list of covered programs and dates of enrollment is available at <https://studentaid.ed.gov/sa/sites/default/files/heald-findings.pdf>.  
**The earliest enrollment date covered is July 1, 2010.**

CAMPUS PROGRAM			
Campus		Enrollment Start Date* (MM/YYYY)	Enrollment End Date* (MM/YYYY)
Program Name			Credential

- Prior to my enrollment in this Heald College program, I received information about job placement rates related to my program of study through one or more of the following ways (check each that applies)

  - Brochures advertising Heald College's academic programs or other printed materials, including those provided by Heald College representatives or recruiters;
  - Emails, online materials, or online disclosures from or by Heald College.
- I believed that the job placement rates related to my program of study indicated the level of quality a Heald education offered to students. I chose to enroll at Heald based, in substantial part, on the information I received about job placement rates related to my program of study and the quality of education I believed those placement rates represented.
- I applied for and received a federal Direct Loan to cover the cost of attendance of the Heald program in which I enrolled.
- As an attachment to this attestation, I have included documents(s) with additional information to confirm that I was enrolled in the program of study at Heald College that I identified above, and was enrolled for the dates I provided above. (Suggested documents include transcripts and registration documents indicating your specific program of study at Heald College and dates of enrollment.) The document(s) I have attached are:

\*Select the check box if you had multiple periods of enrollment in a program, that is, if you enrolled in a program but subsequently discontinued enrollment, and then reenrolled in the same program at a later date, please provide all start and end dates applicable to this program. (Deselect the check box to remove any enrollment dates added in error.)

<b>Add Campus Program</b>	<b>Remove Campus Program</b>
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**SECTION III: OTHER INFORMATION**

Please provide or attach any other information about your experience at Heald College that you believe is relevant: (2,000 characters max)

**SECTION IV: DIRECT LOAN FORBEARANCE**

By completing this form, you are eligible to have all of your federal loans placed into forbearance and for collections on any federal loans in default to stop while your claim is reviewed by the Department of Education. Please read the following information carefully before making your selection below.

During any period that your loans are in forbearance, you do not have to make payments on those loans, and the loans will not go into default. If your loans are already in default, collections will stop. This will continue until the loan discharge review process is completed. Your servicer will notify you when your loan has been placed into forbearance or stopped collections. Until you receive that notice, you should continue to make payments.

The forbearance or stopped collections will affect all of a borrower's federal loans, including loans that are **not** eligible for discharge through this form, such as Federal Family Education Loans (FFEL), loans taken out to attend a Heald College program not on the enclosed list of covered programs, or loans taken out to attend another institution.

**Note that interest will continue to accrue on all of these federal loans, including subsidized loans, during the forbearance or stopped collections period.**

If you want the forbearance or stopped collections to apply only to those loans that may be eligible for a discharge using this form (federal Direct Loans received on or after July 1, 2010 to attend Heald College programs covered by the enclosed list), you must notify your loan servicer. At any time during the forbearance or stopped collections period, you may voluntarily make payments on your loans, including payments for accrued interest, or end the forbearance or stopped collections by contacting your servicer.

If your claim made using this form is successful, your federal Direct Loans borrowed to attend a covered Heald College program will be discharged. Also at that time, the forbearance or stopped collections period for your other federal loans will end. You will be responsible for repaying these other remaining loans, including interest that accrued during the forbearance or stopped collections period, under the terms of your promissory note.

If your claim is denied, you will not receive a discharge of any of your loans and the forbearance or stopped collections period will end for all of your loans. You will be responsible for repaying these loans, including interest that accrued during the forbearance or stopped collections period, under the terms of your promissory note.

- Yes, I want my federal loans to be placed in forbearance and for collections to stop on any loans in default while my loan discharge claim is reviewed.
- No, I do **not** want my federal loans to be placed in forbearance and for collections to stop on any loans in default while my loan discharge claim is reviewed.

**SECTION V: CERTIFICATION**

By signing this attestation I certify that:

I have read and understand all of the information in this form.

I agree to provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the Department of Education or its designee that I meet the qualifications for borrower defense to repayment loan discharge.

All of the information I provided is true and complete to the best of my knowledge and I agree, if asked, to provide information reasonably available to me to the Department of Education that will verify the accuracy of my completed attestation.

I understand that the Department of Education has the authority to verify information reported on this application with other federal or state agencies or other entities. I authorize the Department of Education, along with its agents and contractors, to contact me regarding this request at the phone number above using automated dialing equipment or artificial or prerecorded voice or text messages.

I understand that if I purposely provided false or misleading information on this application, I may be subject to the penalties specified in 18 U.S. Code § 1001.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Privacy Act Notice.** The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you: The authorities for collecting the requested information from and about you are §421 *et seq.*, §451 *et seq.* and §461 *et seq.* of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087(a) *et seq.*, and 20 U.S.C. 1087(a) *et seq.*, and the authorities for collecting and using your Social Security Number (SSN) are §428B(f) and §484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 20 U.S.C. 1091(a)(4) and 31 U.S.C. 7701(b)). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Family Education Loan (FFEL) Program, or the Federal Perkins Loan (Perkins Loan) Program, and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate. The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan Program, FFEL, or Perkins Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or defaults. We also use your SSN as an account identifier and to permit you to access your account information electronically. The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies. In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Act Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0132. Public reporting burden for this collection of information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain a benefit (20 U.S.C. 1087e(h)). If you have comments or concerns regarding the status of your individual submission of this application, please contact [FSASOperations@ed.gov](mailto:FSASOperations@ed.gov).

DEBT COLLECTIVE FORM

# Borrower Defense to Repayment

Pursuant to 20 U.S.C. § 1087e(h), 34 C.F.R. § 685.206(c)(1), and Master Promissory Note (MPN) under the William D. Ford Federal Direct Loan (Direct Loan) Program and Federal Family Education Loan (FFEL) Program

As detailed below, I, [sample], am hereby applying for a full discharge of my federal student loans according to the “Defense to Repayment” provisions of the Higher Education Act and promulgating regulations.

---

## Section 1: Borrower Information

SSN - -

Name

Address

City

State

Zip Code

Telephone (primary) - -

Telephone (alternate) - -

Email (optional)

Borrower is  Employed

In field of study

Out of field of study

Unemployed

Loan Servicer

## Section 2: School Information

School Name

School Address

Dates of Attendance From 01 / To 01 /

Name of program

Type of Credential

---

Status

Completed

Withdrew

---

## Section 3: Illegal Conduct Of School

I assert that certain acts and omissions by [school] and/or its agents/representatives give me a defense to repayment of my federal student loan(s) under state and federal law and the terms of my federal student loan agreement(s).

The illegal conduct by [school] includes:

Misleading me about how this program would affect my job prospects, including:

Citing false and/or misleading job placement statistics and salary information to convince me to enroll in [school]. Explain:



Misleading me about the type of job placement assistance the school intended to provide me. Explain.

Other false/misleading conduct relating to job prospects. Explain:

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Misleading me about the quality of the program, including:

The pass rate of program graduates in required licensing exams/certifications. Explain:

The fact that my program lacked the required accreditation to allow me to work in my field and/or transfer my credits to another college. Explain:

Other false/misleading conduct relating to the quality of the program. Explain:

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Misleading me about how I would pay for the program, including:

Misleading me about the true cost of the program. Explain:

Misleading me about whether I would have to borrow money to attend [school] ,  
rather than having it paid for entirely in grants. Explain:

Misleading me about the amount of student loans I was borrowing. Explain:

Misleading me about whether my loans were federal or private. Explain:

Misleading me about the terms of repayment on my federal student loans, including what my monthly payments would be. Explain:

Other false/misleading conduct in relation to financial aid. Explain:

Misleading me about my options as the school shut down, including:

Misleading me about the likelihood that the school would shut down. Explain:

Misleading me about my rights and options regarding the teach-out at School, including failing to inform me that I had a right to decline the teach out and receive a full discharge of my federal student loans. Explain:

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Other misleading behavior, including:

Furthermore, the long history of systematic illegal activity and inadequate programs created a high likelihood that school's reputation would be irreparably damaged to the point where the degrees they issued would be worthless. [school] never notified me or otherwise made me aware that that my degree would be worthless due to [school] 's misconduct.

Absent this conduct, I would not have chosen to attend and/or continue attending [school] I decided to pursue a postgraduate education because I wanted to gain the relevant skills to find a more fulfilling career with higher earning potential than I was able to obtain previously. I chose to attend [school] because they represented to me that their program would give me useful skills, that their degree would allow me to earn more than I did previously, and that these benefits would outweigh the burden of paying off the obligations I would incur to finance the degree.

Because of this conduct, I have suffered injury, including:

Federal student loan debt, which has caused me stress, forced me to divert funds from other aspects of my life and otherwise unduly burdened me. Explain:

The inability to enroll in another degree-granting program. Explain:

A difficult time finding employment, either in the field I went to school for or otherwise. Explain:

Missing the opportunity to go to another, better higher education institution and lacking the eligibility for enough federal loans to do so now.

Other injury, including pain and suffering. Explain:

#### Section 4: Defense To Repayment of Federal Student Loans

The above conduct gives rise to a cause or causes of action under [state] law, which relate(s) directly to my loan and/or the provision of educational services for which the loan was given, including:

[state law description]

Common law action for Fraudulent Misrepresentation;  
and/or common law action for Fraudulent Concealment.

Additionally, the above conduct violates federal law, including:

1. The Federal Trade Commission Act and Federal Trade Commission regulations, which prohibit “a school, in promoting a course of training, to misrepresent the availability of employment after graduation from a course, the success that the member graduates have realized in obtaining such employment, or the salary that the member’s graduates will receive in such employment.” 16 C.F.R. § 254.4(d).
2. Title IV of the Higher Education Act and Amendments, and Department of Education regulations, which prevent schools from participating in Title IV programs from committing “substantial misrepresentation” in interactions with students and prospective students.

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#### Section 5: Requested Relief

Therefore, I request that the Servicer and/or Department of Education take the following steps:

1. Cancel any remaining principal, interest, fees and costs associated with my federal student loans, borrowed to attend [school]
2. Cease any collection actions against me in relation to my federal student loans, borrowed to attend [school]
3. Return any sums paid, whether voluntarily or involuntarily, toward my federal student loans, borrowed to attend [school]
4. Remove any adverse reports related to my federal student loans, borrowed to attend School, from all consumer credit reporting agencies.
5. Restore my eligibility to receive funds under Title IV, including by restoring any portions of my lifetime eligibility for Pell Grants and federal student loans previously used in order to attend [school]

I request a notification of a hearing or a determination of my asserted defense to repayment within thirty (30) days, in writing. Should you deny any or all of my defense, please inform me of the process for appealing this decision, in writing. I reserve the right to submit supplementary information in support of this application.

## Section 6: Borrower Acknowledgment, Certifications, Assignment, And Authorization

I acknowledge that any person who knowingly makes a false statement or misrepresentation on this form or any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. § 1097.

I certify, under penalty of perjury, that all of the information I have provided on this form and in any accompanying documentation is true and accurate to the best of my knowledge and belief.

I certify that I will provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the Department that I meet the qualifications for defense to repayment of my student loans.

I certify that, if my defense is successful, upon request I will provide assistance and cooperation to the U.S. Department of Education (the Department) in any proceedings or enforcement actions against the school related to my defense or the conduct asserted herein.

I hereby assign and transfer to the U.S. Department of Education (the Department) any right to a refund on the amount discharged that I may have received from the school and/or any owners, affiliates, or assignees of the school, and from any third party that may pay claims for a refund because of the actions or omissions of the school, up to the amount discharged by the Department on my loan(s).

I authorize the loan holder to which I submit this request (and its agents or contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the number that I provide on this form or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_



**ONBOARDING INFORMATION**

CEMS USER ACCESS FORMS

**Instructions for Filling Out and Submitting the  
CEMS User Access Request Form  
For Department of Education and Contract Users**

Please find embedded the **Customer Engagement Management System (CEMS) User Access Request Form and Rules of Behavior**. Please note the CEMS User Access Request Form includes options for the Feedback and Dispute Management System, Borrower Defense, Office of the Inspector General, Awareness and Outreach and Minority Serving and Under Resourced Schools Division. Below are some important notes for completing your form.

**Background Investigations**

To be granted access to CEMS as a user, you must have an active background investigation at the minimum level of a 5C. The background investigation must have originated within the last 5 years. If your last background investigation was not initiated in the last 5 years, you may be denied access. To be granted access to CEMS as an ISSO or System administration you must have an active background investigation at the minimum level of 6C.

**Completing the Forms**

**AIMS ID**

If you already have an AIMS ID (NSLDS login ID), provide it in the necessary field on the form. If you do not have an AIMS ID, after the processing of your request form, a separate email will be sent from the AIMS team providing you your assigned AIMS username and password. Please keep an eye out for the email from the AIMS team after you submit your form, as you will need the information to log in the application. If you know you have an AIMS ID but don't know what it is, you can obtain the information by contacting the AIMS team at [Aimssupport@ed.gov](mailto:Aimssupport@ed.gov).

**Selecting Roles**

Please see the below table of CEMS roles to determine your selection when completing the form. Questions about selecting your role should be addressed with your business unit's lead.

<b>Role</b>	<b>Description</b>
A&Q User	Awareness and Outreach staff only
Borrower Defense Enforcement Unit	Borrower Defense Enforcement Unit staff only
Borrower Defense Tier 1 Specialist	Borrower Defense Tier 1 Specialists only
DC Team Lead	FDMS Ombudsman Group Team Leads only
Dispute Management	FDMS Ombudsman Group Management staff only
ED External User	Staff with read-only access to records with the ability to create tasks
FDMS Tier 1 Supervisor	FDMS Tier 1 Supervisors only
FDMS Tier 1 Specialist	FDMS Tier 1 Specialists only
Feedback Management	Feedback Management staff only
Feedback Tier 2 – Controlled Correspondence	Oversees cases that come in with controlled correspondence associated
Feedback Tier 2 – CPS	Oversees cases that involve school additions/deletions to the FAFSA, orrecting a processed FAFSA, EFC calculations and Student Aid Reports.
Feedback Tier 2 – DMCS	Oversees cases that involve defaulted ED-held loans and are handled by the DMCS Contractor
Feedback Tier 2 – Escalated Issues	Oversees escalated cases, Suspicious Activity cases, and triage for cases in question
Feedback Tier 2 – FSAIC	Oversees cases in relation to the Federal Student Aid Information Center
Feedback Tier 2 – Grant & Loan Program	Oversees cases that involve issues related to the origination and disbursement of federal aid
Feedback Tier 2 – ISE	Oversees cases related to the website/online experience for StudentAid.gov
Feedback Tier 2 – NSLDS	Oversees case that involve data issues that can be corrected by the NSLDS team or contractor
Feedback Tier 2 – PCA Monitoring	Oversees cases that involve defaulted loans and are handled by private collection agencies
Feedback Tier 2 – Program Compliance	Oversees cases that involve complaints against schools

Feedback Tier 2 – PSLF	Oversees cases that relate to Public Service Loan Forgiveness
Feedback Tier 2 – Servicer Liaison	Oversees cases that involve non-defaulted loans and are handled by ED’s servicers
Feedback Tier 2 – Technology Office/FSA ID	Oversees cases related to FSA IDs, including the FSA ID website and help desk
OIG Content User	OIG staff who oversees the uploading of content
OIG Fraud Analyst	OIG staff and contractors who oversee the processing of allegations of fraud
SE/MSURSD User	MSURSD staff who oversee identifying service needs of all postsecondary education institutions

### **Providing Comments**

For FDMS Feedback users, specify if additional **queue** access is required (other than the system role specified). If you are unsure if you require additional queue access, please contact your FDMS point of contact. For OIG and SE users, specify if the **enhanced user permission** is required. For OIG, this will allow users to edit the Final Disposition field. For SE, this will give data loader access as well as edit access to certain objects/fields.

### **Submitting Forms**

Please submit the below list of completed documents to Victoria Malone, Lisa D. Washington, Krystle Wright and ShaVon Holland at [victoria.malone@ed.gov](mailto:victoria.malone@ed.gov); [lisa.s.washington@ed.gov](mailto:lisa.s.washington@ed.gov); [krystle.wright@ed.gov](mailto:krystle.wright@ed.gov) and [shavon.holland@ed.gov](mailto:shavon.holland@ed.gov) :

- The completed and signed CEMS User Access Request Form
- Signed and checked Rules of Behavior
- Your most recent Cyber Security and Privacy Awareness Certificate (Obtain a copy of your Cyber Security and Privacy Awareness Certificate from the TMS system or provide a screenshot of the completed training from Fed Talent.)
- Save your files in the following formats:
  - **Lastname\_Firstname CEMS Access Form**
  - **Lastname\_Firstname CEMS Rules of Behavior**
  - **Lastname\_Firstname Cyber Security Certificate**
- The information requested on the form is considered personally identifiable information (PII) and to protect your information, we recommend you **send all three separate documents in 1 zip file and password protect** it before sending. Please do not scan all the documents into 1 PDF, there should be 3 separate files within your zip file saved in the format provided above.
- Send the password to unzip the files in a separate email

### **Receiving Emails from the Service Desk**

To receive email messages from the CEMS Service Desk (and avoid them going to spam), please add the email address as a “safe sender.” The email address for the CEMS Service Desk is currently [FDMS.Support@accenturefederal.com](mailto:FDMS.Support@accenturefederal.com). Instructions on how to add an email address to your safe senders list in Outlook are below:

1. In Outlook, go to the Home tab
2. Click Junk > Junk Email Options
3. Select Safe Senders tab and Click Add
4. In the Add address or domain box, enter [FDMS.Support@accenturefederal.com](mailto:FDMS.Support@accenturefederal.com)
5. Select Safe Recipients tab and Click Add
6. In the Add address or domain box, enter [FDMS.Support@accenturefederal.com](mailto:FDMS.Support@accenturefederal.com)
7. Click OK and close the window

### **What to Expect Next**

- Keep an eye out for any emails from [FDMS.Support@accenturefederal.com](mailto:FDMS.Support@accenturefederal.com).
- If you do not have an AIMS ID, look out for an email from their email address, [aimssupport@ed.gov](mailto:aimssupport@ed.gov) that will provide your AIMS ID.

- After your access has been granted, you will receive an email from one of the CEMS ISSO's (Victoria, Lisa, Krystle or ShaVon) with instructions on logging into the application. **Upon the receipt of that email, you will have 7 days to log in to your account to avoid deactivation.**
- Please have your departmental issued token readily available, it will be needed to login to the application.
- Issues with logging in should be sent to [FDMS.Support@accenturefederal.com](mailto:FDMS.Support@accenturefederal.com)

#### **Deactivation/Departed Staff**

To maintain your access, you are required to login to CEMS at least every **90 days**. If you do not login with the designated 90 days, you will be deactivated due to inactivity. To be reactivated, you will be required to complete the access request process again.

If a user is no longer associated with the Department of Education, the user or the responsible party should complete the user access request form, with selection "**deactivation**" selected. Deactivation forms should be submitted with 24 hours of the user's departure. Signatures are not required for deactivation.

Submit the CEMS User Access Request Form to Victoria Malone, Lisa D. Washington, Krystle Wright and ShaVon Holland at [victoria.malone@ed.gov](mailto:victoria.malone@ed.gov); [lisa.d.washington@ed.gov](mailto:lisa.d.washington@ed.gov); [krystle.wright@ed.gov](mailto:krystle.wright@ed.gov) and [shavon.holland@ed.gov](mailto:shavon.holland@ed.gov). In addition:

- Save your files in the following formats:
  - **Lastname\_Firstname CEMS Access Form - Deactivation**
- The information requested on the form is considered personally identifiable information (PII) and to protect your information, we recommend you **zip the file and password protect** before sending.
- Send the password to unzip the files in a separate email

#### **Forms**

Below are the embedded Customer Engagement Management System (CEMS) User Access Request Form and Rules of Behavior. Please download, complete and submit using the above guidelines.



CEMS\_User\_Request  
\_Form\_16Nov18.doc



CEMS\_Rules of  
Behavior\_15June18.c

RELATIVITY ACCESS FORMS

**Civil Division MEGA4 Automated Litigation Support System  
Account Request and Approval Form  
For Non-Civil Division Users  
Experts, Other Agency Users, Non-Civil Users**

**Case/Project Information:**

DJ NUMBER: N/A

OLS CASE NAME: Dept of Education FSA

LEAD CIVIL DIVISION ATTORNEY NAME AND PHONE NUMBER:

CIVIL/OLS CASE MANAGER NAME AND PHONE NUMBER:

Leonard Caston 202-616-5014

**Application Information:**

OMEGA- MEGANOC- PCTS- PHARMA- CORA- LAWeb- OTHER \_\_\_\_\_  
ORCA- MARS- MORE- LARS-

LIST OF SPECIFIC CASES/PROJECTS FOR WHICH ACCESS IS REQUIRED:

Dept of Education FSA

**End User Information:**

FULL NAME:	TELEPHONE NUMBER:
COMPANY/ORGANIZATION:	JOB TITLE:
DATE OF BIRTH:	EMAIL ADDRESS:
SSN* *PLEASE CALL AND GIVE THIS INFORMATION TO THE OLS SECURITY PROJECT MANAGER, DEBBIE POWELL AT (202) 305-0084.	WORK MAILING ADDRESS:
PLACE OF BIRTH:	COUNTRY OF CITIZENSHIP:
DO YOU HAVE A GOVERNMENT CLEARANCE? <i>If you answered "Yes", please complete items below. If you answered "No", proceed to the next section.</i>	
CLEARANCE LEVEL/TYPE:	GRANTING AUTHORITY:
DATE OF CLEARANCE:	STATUS (ACTIVE/INACTIVE):
ACTIVATION DATE	

APPROVED BY: OLS CASE MANAGER \_\_\_\_\_

Date \_\_\_\_\_

OLS SECURITY: PSTS  DOJ/CIVIL/OA  OTHER \_\_\_\_\_

Date: \_\_\_\_\_

**U.S Department of Justice - Civil Division**  
**General Rules of Behavior**  
**Revised: April 8, 2013**

***Introduction***

As a user of Department of Justice (DOJ) Information Technology (IT) data and systems, you are the first line of defense in support of Department and Component IT security. As a knowledgeable user, you are the foundation of a successful security program. The Rules of Behavior (ROB) for General Users concern use, security, and acceptable level of risk for Department systems. The rules also highlight that taking personal responsibility for the security of an information system and the data it contains is an essential part of your job. The intent of the ROB is to summarize for you, a user of DOJ IT resources, the applicable laws and requirements from various Federal and DOJ documents. These include, but are not limited to, the Office of Management and Budget (OMB) Circular A-130, DOJ Order 2640.2 (series), DOJ Order 2740.1 (series), and the DOJ IT Security Standard. To remain compliant with all applicable laws, Federal regulations, and DOJ Standards, the Department reserves the right to update these ROB at any time. Your organization may also include additional requirements. Please direct all questions relating to the ROB to your Help Desk, Security Manager, or Supervisor.

***Who is covered by these rules?***

These rules apply to all personnel (government employees and contractors) performing general, non-administrator-type work on DOJ systems, DOJ information, or providing services to DOJ. They also apply to any other persons using DOJ IT or accessing DOJ systems under formally established agreements. These rules are written for the vast majority of people for the vast majority of time. However, some people (e.g. Investigators) may be exempt from a specific item for a specific situation when performing their official duties and with proper authorization. In a similar manner, equipment and/or software limitations may prevent operation in accordance with some of these rules. These situations must be documented, the risks accepted, and the applicable processes approved by the system Authorizing Official. All users are required to review and provide signature or electronic verification acknowledging compliance with these rules. Users with advanced permissions and authorities shall also agree to and sign the ROB for Privileged Users.

***What are the penalties for noncompliance?***

Compliance with applicable laws, policies and standards will be enforced through sanctions commensurate with the level of infraction. Actions may include a verbal or written warning, removal of system access for a specific period of time, reassignment to other duties, or termination, depending on the severity of the violation. In addition, activities that lead to or cause the disclosure of classified information may result in criminal prosecution under the U.S. Code, Title 18, Section 798, and other applicable statutes.

Unauthorized browsing or inspection of Federal Taxpayer Information (Internal Revenue Code Sec. 7213A) is punishable with a fine of up to \$1,000 and/or up to one year imprisonment. Unauthorized disclosure of Tax Return information (Internal Revenue Code Sec. 7213) is a felony punishable with a fine of up to \$5,000 and/or up to five years in prison. In addition to these penalties, any Federal employee convicted under Sec. 7213 or Sec. 7213A will be dismissed from employment.

**Your Responsibilities as a User –**

**General:**

1. Comply with all Federal laws and Department and Component policies and requirements, including DOJ Orders and Standards. Use DOJ information and information systems for lawful, official use, and authorized purposes only.
2. Do not generate, download, store, copy, or send offensive or inappropriate e-mail messages, documents, images, videos, sound files, etc. Limit distribution of e-mail to only those with a “need to know”.
3. Do not open e-mails from suspicious sources (e.g., people you don’t recognize, know, or normally communicate with) and do not visit untrusted or inappropriate Websites (unless authorized). Only download files from known and reliable sources and use virus-checking procedures prior to file use.
4. Protect and safeguard all DOJ information, including that containing personally identifiable information (PII), commensurate with the sensitivity and value of the data at risk. Protect and safeguard all DOJ information and information systems from unauthorized access, unauthorized or inadvertent modification, disclosure, damage, destruction, loss, theft, denial of service, improper sanitization, and/or improper use.
5. Verify that each computer-readable data extract containing sensitive data has been erased within 90 days



of origination or that its use is still required.

6. Upon discovery of a known or suspected security incident, report the incident to your Help Desk, Security Manager, or Supervisor. The incident should be reported regardless of whether data was lost, PII disclosed, or classified information revealed. Immediately report lost or stolen devices (e.g., laptop, phone, tablet, thumb drive).
7. Unless authorized by an approved waiver, encrypt all Departmental Sensitive but Unclassified (SBU) data on mobile computers, laptops, tablets, and/or removable media (e.g., removable hard drives, thumb drives, and DVDs) using Department-approved solutions. Use only authorized removable media (e.g., Component approved thumb drives). For classified environments, follow the procedures required for those networks for data storage and transport. (Remember all data is considered sensitive unless designated as non-sensitive by the Component Director.)
8. Read and understand the DOJ standard security warning banner that appears prior to logging onto the network or mobile device.
9. Screen-lock or log-off your computer when leaving the work area. Log-off when departing for the day.
10. Keep all government-furnished equipment (GFE) mobile devices assigned to you in your physical presence whenever possible. When it is necessary for you to be away from your GFE, particularly at a non-secure location, secure all your portable electronic devices and removable media, preferably out-of-sight (e.g. in a locked container). In some locations, hotel safes are not considered very secure and hotel staff may not be trustworthy.
11. Do not use Peer-to-Peer (P2P) technology on the Internet, such as Skype, BitTorrent, etc. P2P is expressly forbidden throughout the Department unless a waiver is obtained from the Department's Chief Information Officer (CIO) or his/her designee.
12. Do not auto-forward emails from your DOJ email account to your personal email account (e.g., Gmail, Yahoo, and Hotmail).
13. Ensure that individuals have the proper clearance, authorization, and need-to-know before providing access to any DOJ information.
14. Consent to monitoring and search of any IT equipment that is brought into or removed from DOJ owned, controlled, or leased facilities.
15. Properly mark and label classified and sensitive documents, electronic equipment, and media in accordance with the DOJ Security Program Operating Manual (SPOM) and DOJ Order 2620.7.
16. Adhere to Separation of Duties principles. Understand conflict of interest in responsibilities, roles, and functions within a system or application. Duties of the System Administrator and Information System Security Officer (ISSO) should not be combined.
17. Unless specifically authorized, do not change any configurations and/or settings of the operating system and security-related software. Do not attempt to circumvent or test the security controls of the system. Do not bypass native mobile device operating system controls to gain increased privileges (i.e., jailbreaking or rooting the device).
18. Do not use anonymizer sites on the Internet, which bypass the Department security mechanisms designed to protect systems from malicious Internet sites.
19. Follow your organization's telework guidelines when working remotely and/or accessing DOJ information remotely.

**Classified Systems/Information**

20. Do not process classified information on an unclassified system. Send classified email only on systems authorized for that purpose and for the highest level of the classified data involved.
21. When in use, operate IT systems only in those areas or facilities certified for the highest classification or sensitivity level of the information involved. When not in use, store a classified computer, hard drive, removable media, etc. in an approved security container or in a facility approved for open storage.
22. Use classified laptops and similar devices only upon receiving approval from your security office, which must coordinate with the Department Security Officer (DSO) and Chief Information Officer (CIO).

**Passwords:**

23. Adhere to at least the minimum password requirements for the system on which you are working. Change the default password upon using your account for the first time.
24. Do not share account passwords with anyone and protect passwords at the highest classification and sensitivity level of the system to which they apply.
25. Never use the same or similar password for multiple accounts and especially between/among your personal accounts and DOJ or other government systems.

**Hardware:**

26. Unless specifically authorized, do not add, modify, or remove hardware, nor connect unauthorized accessories or communications connections to Department IT resources.
27. Unless specifically authorized, do not access the internal components of the computer, nor remove the computer or its hard drive from DOJ facilities.
28. Wipe all devices prior to reissue. There is no expectation of maintaining any personal information, data, or applications on these devices.

**Software:**

29. Do not copy or distribute intellectual property — including music, software, documentation, and other copyrighted materials — without permission or license from the copyright owner. Only use DOJ-licensed and authorized software.
30. Unless specifically authorized, do not install any software.
31. Unless specifically authorized, do not attempt to access any electronic audit trails that may exist on the computer.

**Travel Users:**

32. While travelling, minimize the information on your IT system to what is required to perform that particular mission and destroy copies of sensitive data when no longer required.
33. Power down IT devices when possible and not needed. If the IT device is needed but not the associated network capability, turn off/disable the network/wireless network functionality. (See the *Secure Use of Wireless Networks FAQ* at [http://dojnet.doj.gov/jmd/irm/itsecurity/ises\\_team.php](http://dojnet.doj.gov/jmd/irm/itsecurity/ises_team.php))
34. In a foreign country or airline, assume your transmissions (including cellular services) and conversations are being intercepted, read, and/or heard.
35. When possible, keep your remote access token separate from the laptop/tablet (preferably on your person).

**Mobile Computing & Remote Access Users:**

36. Use mobile GFE (e.g., laptop, tablet, Smartphone) for official business and authorized uses. Mobile GFE is for use by DOJ personnel only (no spouse or relative) and shall only connect through an authorized DOJ remote access network when accessing the Internet.
37. Software and applications can only be downloaded and installed on Departmental mobile GFE as authorized. Ensure that all software is properly purchased, licensed, and obtained from DOJ approved sources before installing it on mobile GFE.
38. Limit Short Message Service (SMS) messages to non-sensitive information if SMS is approved by the Authorizing Official.
39. Only connect to secure wireless networks where possible and take precautionary measures to prevent the compromise of DOJ data when insecure wireless networks must be used. (See the *Secure Use of Wireless Networks FAQ* at [http://dojnet.doj.gov/jmd/irm/itsecurity/ises\\_team.php](http://dojnet.doj.gov/jmd/irm/itsecurity/ises_team.php))
- Remote Web Access:**
40. Ensure the confidentiality of government information when using remote web access (e.g., OWA) from a non-GFE client (public or private). This includes the following: a. When downloading attachments to registered non-GFE private computers, immediately remove any attachments, encrypt them locally, or transfer them to an approved encrypted USB drive; b. Delete attachments when finished on registered non-GFE private computers; and c. Do not download attachments on non-GFE public computers.
41. Do not print emails in public areas and with public non-GFE printers. Users may print with non-GFE private printers at home. Users will be held responsible for the compromise of Government information through negligence or a willful act.
42. Maintain a reasonable security posture (i.e., updated antivirus, local firewall, updated OS and software patch levels) on registered non-GFE private computers used for remote web access.

**Civil Division Password Requirements -**

- All passwords must be at least twelve characters in length.
- Passwords are case-sensitive.
- Passwords must contain characters from at least three (3) of the following four (4) categories (the table below includes several examples of acceptable and unacceptable passwords):

<u>Description</u>	<u>Example</u>
Upper case letters	A, B, C, ... Z
Lower case letters	a, b, c, ... z
Numerals	0, 1, 2, ... 9

Non-alphanumeric characters \$, #, @, &, \*, !, +, and other punctuation symbols

- Passwords may not contain your username or any part of your full name.
- Passwords will expire no later than every 90 days. You will receive notification before the password expires and will be required to choose a new one.
- The system will track up to the last 24 passwords that you used. It will not permit you to reuse any old passwords within the group of 24. For example, if you have a password of *Civil#4954* then you will be unable to reuse that password until 24 other password changes have occurred.
- A maximum of five failed logon attempts will be permitted. After five attempts, if you still have not logged on successfully, you will be locked out from logging on and will need to have the Help Desk reactivate your account.

**Do not process or store classified information on your PC** – OLS Servers is not approved for handling classified information. Should you need to process or store classified information, please contact Jeff Ryan at 202-305-7969. Classified information shall only be processed in accordance with applicable security procedures. Removable media containing classified information must be stored in approved security containers when not in use.

If you have any questions, please contact:

John Palm  
202-616-5014  
[john.palm@usdoj.gov](mailto:john.palm@usdoj.gov)

I acknowledge receipt of, understand my responsibilities as identified in, and will comply with the DOJ IT Security ROB for General Users. This includes my responsibility to ensure protection of PII that I may handle.

\_\_\_\_\_ Date

\_\_\_\_\_ Email Address

\_\_\_\_\_ Phone

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name

## DOJ/CIVIL MEGA4 ALS System User Security Guide & Confidentiality Agreement

In consideration of being provided access to the Department of Justice (DOJ), Civil Division MEGA4 Automated Litigation Support System (System), the User hereby agrees to the following:

1 The provisions of this agreement shall apply to and be binding upon the User, the User's company, business, employees, agents, officers, successors and assigns, and any person acting upon behalf of the User in relation to the DOJ case(s) or project(s) he or she is authorized to access.

2 Except as required by law, as otherwise provided in this agreement, or as directed in writing by the Department of Justice, no information obtained, developed, gathered, or created as a result of work performed in connection with this matter, including any training materials or guidance concerning the System, shall be provided or disclosed orally, in writing, or in any other form, including the transmission of electronic data, to any third party or person who is not a part of this agreement. In any case in which disclosure of such information is or may be appropriate, no disclosures shall be made without prior written approval of the Department of Justice. This prohibition includes, but is not limited to, communications with any person representing the media, any industry representatives, and any colleagues or fellow researchers. Disclosures may be made to persons who have signed and filed Confidentiality Agreements with the Department of Justice in connection with this case or project, as well as your management, supervisory, or support personnel as they may be necessary to execute your role as an authorized User in connection with this case or project.

3 Except as required by law, as otherwise provided in this agreement, or as directed by the Department of Justice, all documents, information, electronic data, or other work obtained, developed, gathered, or created as a result of System access, including documents or other information provided by the United States or other parties, shall be treated as privileged Sensitive But Unclassified (SBU) information. The User shall not reveal such materials to any third party or person without prior written approval from the Department of Justice, except for those persons who have signed and filed Confidentiality Agreements with the Department of Justice in connection with this case or project.

4 Should any documents, information, or electronic data, provided, obtained, developed, gathered, or created in connection with this System be lost, discovered missing, or mistakenly or inadvertently turned over without DOJ consent to an unauthorized person or third party, the User shall immediately report the details of such incident to the lead Department of Justice attorney responsible for this case or matter and the Office of Litigation Support (OLS) Case Manager assigned to this case or project. In the event the User receives any requests in any form for such information, the User shall immediately notify the lead Department of Justice attorney and OLS Case Manager and await and follow DOJ instructions on how to proceed.

5 The User is responsible for notifying the OLS Case Manager when his or her involvement in this case or matter has concluded, at which time the User will request termination of access to the System. The User shall deliver upon request, within 30 days of notification that System access has been terminated, all documents, devices, electronic data, and other information provided, obtained, developed, gathered, or created in connection with System access and related to the case or project he or she was supporting to the Department of Justice.

6 Notwithstanding the terms of this agreement, documents created by third-parties and gathered as evidence in litigation that are stored as images on the System will not be deemed to be privileged or confidential by virtue of this agreement. Nothing in this agreement limits the authority of agents or attorneys assigned to the matters in which that evidence is, was or will be collected from disclosing that evidence to witnesses, courts, or other persons who are not parties to this agreement in any manner authorized by law as necessary for those assigned agents and attorneys to discharge their duties in investigating and prosecuting the matters.

Should you have any questions regarding these documents or your responsibilities, please contact your OLS Case Manager or John Palm, Information Systems Security Manager, at (202) 616-5014 or at [john.palm@usdoj.gov](mailto:john.palm@usdoj.gov).

**I acknowledge receipt of the "DOJ/CIVIL MEGA4 ALS System Rules of Behavior for General Users" and the "DOJ/CIVIL MEGA4 ALS System User Security Guide & Confidentiality Agreement" and understand my responsibilities as identified. This includes my responsibility to ensure the protection of PII that I may handle.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Employing Organization:** \_\_\_\_\_

## PIV ENROLLMENT FORMS



**DEPARTMENT OF EDUCATION  
REQUEST FOR PERSONAL IDENTIFICATION VERIFICATION**

**PRIVACY ACT STATEMENT:** Department of Education (ED) is authorized to ask for the information requested on this form by Homeland Security Presidential Directive (HSPD)-12, and 31 USC 7701. The information and biometrics collected as part of the Federal identity-proofing program under HSPD-12 are used to verify the personal identity of ED applicants for employment, employees, contractors, and affiliates (such as students or interns) prior to issuing a Department identification credential. The credentials are used to authenticate electronic access requests from ED employees, contractors, and affiliates issued a Department identification credential to gain access to ED facilities and networks (where available) through digital access control systems, as well as to other federal government agency facilities and systems where permitted by law. The information collected on this form is protected by the Privacy Act, 5 USC Section 552(a) and maintained under the authority of 38 USC Section 501 and 38 USC Sections 901-905 in ED system of records.

The Privacy Act (5 U.S.C. § 552a(b)) permits ED to disclose the information you provide on this form in accordance with published routine uses, which include but are not limited to the following: civil or criminal law enforcement, constituent congressional communications initiated at your request, litigation or administrative proceedings, administration of the program, including verification of identity and status, personnel administration by Federal agencies, to contractors performing agency functions, FOIA administration, intelligence activities, employment, benefits, and contracting disclosure, employee grievance, complaint, or conduct, responding to breach of data, safety and security of Department employees, customers, and facilities.

Failure to provide all of the requested information may result in ED being unable to process your request for a Personal Identity Verification Card (PIV), or denial of issuance of a PIV. If you do not have a PIV, you may not be granted access to ED facilities or networks, which could have an adverse impact on your application to become, or status as, an ED employee, contractor or affiliate where such access is required to perform your assigned duties or responsibilities.

**\*\*To complete the PIV enrollment process you must have this completed form and two (2) forms of Photo ID (as listed on Table 1)\*\***

SECTION I – APPLICANT INFORMATION (Completed by Applicant)							
1. LEGAL NAME OF APPLICANT (Last, First, Middle, Suffix Name)				2. DATE OF BIRTH (MM/DD/YYYY)		3. SOCIAL SECURITY NO.	
4. WORK ADDRESS				5. EMPLOYEE TYPE			
				6. WORK PHONE NUMBER (Include Area Code)			
7. HOME ADDRESS (Street, City, State, ZIP)				8. PLACE OF BIRTH (City, State, Country)			
				9. COUNTRY OF CITIZENSHIP			
10. GENDER	11. EYE COLOR	12. HAIR COLOR	13. HEIGHT Feet      Inches		14. WEIGHT (LBS)	15. RACE	16. MARITAL STATUS
17. CONTRACTOR COMPANY NAME (N/A If Not Applicable)				18. COR NAME (N/A If Not Applicable)			
19. Do you currently possess a PIV ID from another agency? <input type="checkbox"/> Yes <input type="checkbox"/> No							
19 a. If yes, what agency issued the ID? _____							
20. What is your Active Directory Login ID or your ED email address? _____							
21. SIGNATURE OF APPLICANT				22. DATE SIGNED			

SECTION II – SECURITY OFFICE USE ONLY				
1. ID DOCUMENT 1			2. ID DOCUMENT 2	
3. PRINCIPAL OFFICE		4. ENROLLMENT OFFICIAL		5. DATE OF ENROLLMENT
6. COMMENTS				

**PIV ACCEPTABLE DOCUMENTS**

**U.S. Department of Justice, Immigration and Naturalization Service, Form I-9**

*All forms of ID must be up-to-date (unexpired).*

*All forms of ID must have the same exact name printed.*

**LIST A**

The primary identity source document shall be one of the following forms of identification:

1. U.S. Passport or a U.S. Passport Card
2. Permanent Resident Card or an Alien Registration Receipt Card (Form I-551)
3. foreign passport
4. Employment Authorization Document that contains a photograph (Form I-766)
5. Driver's license or an ID card issued by a state or possession of the United States provided it contains a photograph
6. U.S. Military ID card
7. U.S. Military dependent's ID card
8. PIV Card (*unexpired*)

**LIST B**

The secondary identity source document may also be one of the following:

1. U.S. Social Security Card issued by the Social Security Administration
2. original or certified copy of a birth certificate issued by a state, county, municipal authority, possession, or outlying possession of the United States bearing an official seal
3. ID card issued by a federal, state, or local government agency or entity, provided it contains a photograph
4. voter's registration card
5. U.S. Coast Guard Merchant Mariner Card
6. Certificate of U.S. Citizenship (Form N-560 or N-561)
7. Certificate of Naturalization (Form N-550 or N-570)
8. U.S. Citizen ID Card (Form I-197);an Identification Card for Use of Resident Citizen in the United States (Form I-179)
9. Certification of Birth Abroad or Certification of Report of Birth issued by the Department of State (Form FS-545 or Form DS-1350)
10. Temporary Resident Card (Form I-688)
11. Employment Authorization Card (Form I-688A)
12. Reentry Permit (Form I-327)
13. Refugee Travel Document (Form I-571)
14. Employment authorization document issued by Department of Homeland Security (DHS)
15. Employment Authorization Document issued by DHS with photograph (Form I-688B)
16. Driver's License issued by a Canadian government entity
17. Native American tribal document

March 15, 2016

HELP DESK INFORMATION



## **HELP DESK CONTACT INFORMATION**

**Main ED Help Desk:** (202) 708-4357

**Relativity Help Desk:** (202) 719-7704

**Salesforce Help Desk:** [CEMS.SUPPORT@accenturefederal.com](mailto:CEMS.SUPPORT@accenturefederal.com)

**John Stephenson:** (202) 377-3836/John.Stephenson@ed.gov

**Brian Bayne:** (202) 377-3807/Brian.Bayne@ed.gov