

Brian P. Kemp
GOVERNOR



Georgia Student Finance Commission
Georgia Student Finance Authority
Georgia Higher Education Assistance Corporation
GAfutures.org

Andy Parsons
INTERIM PRESIDENT

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Subject: Postsecondary Institutional Participation Agreement for State Programs and Verification of Lawful Presence within the United States (the "Agreement").

Dear Colleague:

Attached below, please find a copy of the referenced Agreement for review and execution, which is mandatory for your Institution's participation in student financial aid programs administered by the Georgia Student Finance Commission ("GSFC") and the Georgia Student Finance Authority ("GSFA"). The term of the Agreement will be from July 1, 2020 through June 30, 2024.

Please return a signed copy of the agreement to our General Counsel, Brian Annino, at bannino@gsfc.org. Please also contact Brian with any questions regarding the agreement. His direct telephone number is 770.724.9019.

The COVID-19 pandemic has resulted in unprecedented circumstances. I hope you, your institution, and staff are staying safe. Please note that GSFC and GSFA have implemented borrower and student relief efforts, as detailed on our agency websites. Please contact me or our team if you have any questions regarding these efforts and any student program.

Thank you for your institution's service to our state's students.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Parsons".

Andy Parsons
Interim President

**POSTSECONDARY INSTITUTIONAL PARTICIPATION AGREEMENT FOR STATE PROGRAMS AND
VERIFICATION OF LAWFUL PRESENCE WITHIN THE UNITED STATES**

SECTION I: INSTITUTIONAL INFORMATION
NAME OF INSTITUTION:
ADDRESS OF INSTITUTION:
OFFICE OF POSTSECONDARY EDUCATION IDENTIFICATION (OPE ID) NUMBER: (An 8-digit number assigned by the U.S. Department of Education to an institution approved to participate in federal student financial aid programs).
NAME OF EACH ACCREDITING AGENCY APPROVING THE INSTITUTION:

SECTION II: MUTUAL AGREEMENT

This **Institutional Participation Agreement for State Programs** (hereinafter referred to as the "**Agreement**"), is made and entered into by and between the **Georgia Student Finance Commission** (hereinafter referred to as the "**Commission**"), the **Georgia Student Finance Authority** (hereinafter referred to as the "**Authority**"), each of which are instrumentalities of the state of Georgia and located at 2082 East Exchange Place, Tucker, Georgia 30084 and the postsecondary institution identified in Section I of this Agreement (hereinafter referred to as the "**Institution**").

This Agreement shall be effective July 1, 2020 and shall expire on June 30, 2024. Execution of this Agreement is mandatory for participation in one or more of the State Programs. Federal or state law or regulations, as amended, shall prevail if the terms of this Agreement are not consistent with federal or state law or regulations, as amended.

Definitions of certain terms used within this Agreement are set forth on **Appendix "A,"** attached hereto and incorporated herein by reference.

For mutual consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION III: INSTITUTIONAL ASSURANCES

The Institution hereby assures and represents to the Commission and Authority that:

1. The Institution is an eligible institution under the State Programs' rules, regulations, and laws of the State of Georgia.
2. The Institution shall inform the Commission and Authority in writing of any changes to its institutional accreditation status within 10 business days. Such notification shall be directed to the President of each agency at the address set forth above.

3. The Institution understands that its participation in the administration of the State Programs is an institution-wide responsibility. The Institution shall manage its participation in State Programs and coordinate information related to State Programs funds and recipients among all offices (i.e., student financial aid office, accounting/bursar's office, registrar's office, admissions office, third-party servicers, etc.). Information in the possession of any office, division or department of the Institution constitutes information in possession of the Institution.
4. The Institution shall maintain an accounting system that includes, but is not limited to, cash receipts, disbursement journals, bank account reconciliation, evidence of receipt of State Programs funds, and disbursement of State Programs' funds to students, evidenced on an individual basis.
5. The Institution accepts fiduciary responsibility to ensure that State Programs funds are used solely for the benefit of eligible students, in accordance with State Programs regulations. Under no circumstances may the Institution use State Programs funds for any other purpose, including but not limited to, paying operating expenses, collateralizing or otherwise securing a loan, earning interest or generating revenue in a manner that risks the loss of State Programs funds or subjects State Programs' funds to liens or other attachments.
6. The Institution shall maintain data security measures that comply with applicable state and federal law to ensure the security, integrity, privacy, and accuracy of sensitive student data submitted to and received from the Commission and Authority.
7. The Institution shall comply with the State Programs laws, rules, regulations, policies, Dear Colleague Letters and School Updates as amended or modified from time-to-time, and comply with such instructions as may be issued from time-to-time by the Commission and Authority, including but not limited to instructions contained on administrative forms and procedures prescribed by the Commission and Authority for use in the administration of any State Programs in which the Institution is participating.
8. The Institution shall not request State Programs funds from the Commission and Authority unless such funds are properly payable as State Programs awards for specific recipients enrolled in the Institution, and only after the Institution has determined the eligibility of the recipients, where applicable, in accordance with State Programs regulations.
9. The Institution shall comply with the Drug-Free Postsecondary Education Act of 1990 (O.C.G.A. Title 20 Chapter 1 Article 2) by prohibiting the disbursement of State Programs funds to any student convicted, under the laws of this state, the United States or any other state, of a felony offense involving the manufacture, distribution, sale, possession or use of marijuana, a controlled substance, or a dangerous drug, as of the date of conviction. Such denial of State Programs funds shall continue to be effective the first day of the school term for which the student is enrolled immediately following the date of conviction and shall continue through the end of such school term.
10. The Institution shall verify the lawful presence in the United States of any student applying for any State Programs funds (except for students solely participating in the Dual Enrollment program), (i) in accordance with the requirements of O.C.G.A. § 50-36-1, by collecting all required documents and data specified therein; or (ii) by verification of lawful presence through means required by federal law as set forth in O.C.G.A. § 50-36-1(h). Additionally, the Institution shall verify that a student applying for funds under any State Programs is a United States Citizen or Eligible Non-Citizen pursuant to Federal Title IV Programs Regulations (except for students solely participating in the Dual Enrollment program.) **Such verifications shall be required for all students receiving any State Programs' funds (except for those students solely participating in the Dual Enrollment program), regardless of whether the student is applying for any federal assistance.**
11. The Institution shall collect and store all documentation used to support verification of lawful presence in accordance with paragraph ten in such a manner that the Commission and Authority can access such documentation upon request prior to disbursement of State Programs funds to the Institution on behalf of the students for which the funds are invoiced to the Commission and Authority.
12. The Institution shall furnish ready access to all records and personnel required for ensuring compliance with the regulations for any State Programs and to support the Institution's assurances

under this Agreement, as may be requested by the Commission and Authority, in accordance with the Commission's Compliance Program policies and procedures., Such records must be made available for the Commission's review and examination on the campus of the Institution located within the State of Georgia, unless the Commission notifies the Institution that the examination shall be conducted remotely.

13. The Institution shall retain and maintain accurate fiscal records, supporting documentation and other evidence concerning the State Programs and the assurances made in this Agreement including, but not limited to, individual student files for the later of three years after the Award Year in which the aid was awarded, or for such other period as required by an applicable statute, rule, or regulation; or such other time as requested in writing by the Commission and Authority. The Institution may be required to retain student records involved in a Compliance Review, audit, or investigation for more than the three-year retention period described above. If the three-year retention period expires before the issue in question is resolved, the Institution agrees to continue to retain all associated records until resolution is reached.
14. The Commission and Authority will provide written notice to the Institution if the Commission and Authority determine that the Institution is unable to properly manage or account for State Program funds and/or is unable to properly administer or fulfill the commitments and assurances of this Agreement. The Institution shall have thirty (30) days from the date of the notice to cure all deficiencies specified in the notice. The Institution understands that failure to become compliant with the Agreement within the cure period authorizes the Commission and Authority, upon their sole discretion, to remove the Institution from participation in any or all State Programs.
15. The Institution understands that its ability to participate in any specific State Program may be limited by laws and regulations pertaining to that State Program.
16. The Institution agrees that, in accordance with the regulations for each State Program, it will promptly reimburse the Commission and/or Authority for any and all funds disbursed to the Institution that are determined to have been improperly awarded by the Institution to a student. Such reimbursement liability includes, but is not limited to, any funds disbursed to or credited to the accounts of students beyond the amount of funds approved by the Commission and/or Authority, the State Program regulations or applicable Georgia law.
17. The Institution will conduct a student-by-student term reconciliation at the end of each term. The Commission and Authority will not issue additional funds for the following term until the term-reconciliation is complete in accordance with the State Program rules and regulations.
18. The Institution will conduct a student-by-student award-year reconciliation and submit a reconciliation form to the Commission and Authority by July 15 of each year. The Institution must return to the Commission and Authority any funds not awarded according to the July 15 award-year reconciliation by August 15 of that year in accordance with the State Program rules and regulations.
19. If the Institution participates in the Dual Enrollment Program, the Institution agrees to waive all mandatory and non-course related fees for eligible high school students participating in the program until such time as the student reaches the Dual Enrollment Program funding cap established by law and regulation. Furthermore, until such time the student reaches the funding cap, the Institution shall provide course books to eligible high school students participating in the program at no charge to the student; and accept the amount paid by the Commission as full payment for an eligible high school student's tuition, mandatory and non-course related fees, and course books.
20. The Institution shall utilize and comply with all College HOPE Eligibility Calculation Service ("**CHECS**") requirements, including but not limited to, making timely submission of all student academic transcript data for HOPE and Zell Miller Scholarship and Grant GPA, checkpoint and hours calculations, utilizing CHECS academic eligibility determinations regarding student award determinations and disbursements, obtaining transcripts from all other institutions attended by a student, timely submitting transcript data records for each term prior to the Commission paying invoices, and such other

requirements issued by the Commission via regulation, policy or procedure, Dear Colleague Letter, or other communication.

21. The Institution shall submit invoices through GSFC's online invoicing system, Scholarship Up-to-date Records for Electronic Reporting ("**SURFER**"), to be processed and approved by GSFC by the Invoicing Deadline Date and in accordance with all requirements established by the Commission. The Institution shall also submit all required data through Postsecondary Functions ("**PSF**") in a timely manner in order to remain eligible for GSFC's review and payment of invoices.
22. By signing this Agreement, the Institution is not required to participate in each State Program covered by this Agreement.

SECTION IV: COMMISSION AND AUTHORITY ASSURANCES

The Commission and Authority hereby assures the Institution that:

1. The Commission and Authority agree to comply with all applicable federal and State of Georgia privacy and data security laws pertaining to proper access, creation, modification, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information pertaining to the Institution and students.
2. The Commission and Authority agree to post on their websites (www.gsfc.org and www.GAfutures.org) forms, publications, information, training, technical support, a training calendar and ongoing assistance related to the administration of the State Programs. This assurance does not waive or alter the Institution's responsibility to be compliant with all laws and regulations pertaining to the State Programs.
3. The Commission and Authority shall post on their websites any changes to the State Programs due to statute and/or regulations through operational memoranda, *Dear Colleague Letters*, electronic bulletins or other informational materials. This assurance does not waive or alter the Institution's responsibility to be compliant with all laws and regulations pertaining to the State Programs'
4. The Commission shall conduct Compliance Reviews with the Institution in accordance with the Commission's Compliance Program policies and procedures, as may be updated by the Commission from time to time.

(SIGNATURES APPEAR ON NEXT PAGE; REMAINDER OF PAGE INTENTIONALLY BLANK)

In WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the dates set forth below.

INSTITUTION:

**GEORGIA STUDENT FINANCE COMMISSION;
GEORGIA STUDENT FINANCE AUTHORITY**

President/CEO

Interim President

Name

Name

Date

Date

APPENDIX "A": DEFINITIONS

"Agreement" means the document entitled the *Postsecondary Institutional Participation Agreement for State Programs* published by the Georgia Student Finance Commission.

"Authority" means the Georgia Student Finance Authority, a state agency responsible for administering certain postsecondary educational student financial aid loan programs offered by the State of Georgia, and other programs for which funds may be appropriated or assigned to it by the state legislature, or from other sources, from time to time.

"Award Year" means four consecutive quarters or three consecutive semesters, beginning with the summer term and ending with the spring term, or the Non-Standard equivalent, or the Non-Term equivalent.

"Commission" means the Georgia Student Finance Commission, a state agency responsible for administering certain postsecondary educational student financial aid programs offered by the State of Georgia, and other programs for which funds may be appropriated or assigned to it by the state legislature, or from other sources, from time to time.

"Compliance Review" means an assessment by the Commission of an eligible postsecondary institution by evaluating the eligible postsecondary institution's compliance with the regulations governing programs administered by the Commission and Authority, in accordance with the Commission's *Compliance Review Process and Procedures* document.

"Institution" means the postsecondary educational institution identified in Section I of this Agreement.

"State Programs" means the student financial aid programs (scholarships, grants, and service-cancelable loans) administered by the Commission and Authority including but not limited to: HOPE Scholarship, Zell Miller Scholarship, HOPE Grant, HOPE GED Grant, Zell Miller Grant, Dual Enrollment Program, Georgia Tuition Equalization Grant, Georgia HERO Scholarship, Scholarship for Engineering Education for Minorities, Public Safety Memorial Grant, North Georgia College and State University ROTC Grant, North Georgia College and State University Future Officers Grant, North Georgia College and State University Military Scholarship/Loan, Georgia Military College State Service Scholarship/Loan, John R. Justice Student Loan Repayment Program, Scholarship for Engineering Education, Student Access Loan with Service Cancelable Options and other programs for which funds may be made available during the term of this Agreement.