

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

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

<b>SECTION II – MUTUAL AGREEMENT</b>
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This Institutional Participation Agreement for State Programs (hereinafter referred to as the “Agreement”), made by and entered into upon between the Georgia Student Finance Commission (hereinafter referred to as the “Commission”) located at 2082 East Exchange Place, Tucker Georgia 30084, an instrumentality of the State of Georgia, and the postsecondary institution identified in Section I of this Agreement (hereinafter referred to as the “Institution”), for mutual consideration, is hereby mutually agreed, by both parties, as provided in Sections III and IV.

This Agreement shall be effective March 1, 2013 and shall expire on June 30, 2016. 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.

Refer to Appendix A of this Agreement for definitions of terms as used within this Agreement.

### SECTION III - INSTITUTIONAL ASSURANCES

The Institution designated in Section I of this Agreement hereby assures the Commission that:

1. The institution is an eligible institution under the State Programs rules, regulations and laws of the State of Georgia.
2. The Institution understands that participation in the administration of the State Programs is an institution-wide responsibility. The Institution agrees to manage its participation in State Programs and to 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, admission's 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.
3. The Institution agrees to maintain an accounting system that may include, 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.
4. 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 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.
5. The Institution agrees to maintain data security measures that comply with applicable state and federal law to ensure the integrity and accuracy of sensitive student data submitted to and received from the Commission.
6. The Institution agrees to comply with the State Programs rules, regulations and policies, as amended or modified from time-to-time, and comply with such instructions as may be issued from time-to-time by the Commission, including instructions contained on administrative forms and procedures prescribed by the Commission for use in the administration of any State Programs in which the Institution is participating.
7. The Institution shall not request State Programs funds from the Commission unless such funds are 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.

8. The Institution agrees to 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.
9. The Institution shall require all applicants for any State Program funds to submit a Free Application for Federal Student Aid (“FAFSA”) in order to verify their lawful presence in the United States. Once an applicant is deemed eligible by the United States Department of Education to receive student financial aid, the Institution can invoice the Commission for the receipt of State Program funds. **Such verification of lawful presence, as required by O.C.G.A. 50-36-1, shall be required for all students receiving any State Programs funds, regardless of whether the student is applying for any federal assistance.**
10. The Institution shall collect and store all documentation used to support verification of lawful presence in accordance with paragraph 9, specifically all documents indicating student financial aid eligibility, in such a manner that the Commission 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.
11. The Institution agrees to furnish ready access to all records and personnel required for compliance with the regulations for any State Programs, including assurances under this Agreement, as may be requested by the Commission, in accordance with the Commission’s Compliance Program Review Policy, and such records must be available for review by the Commission on the campus of the Institution located within the State of Georgia.
12. The Institution agrees to 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. 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.

The Commission will provide written notice to any institution that demonstrates an inability 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, upon its sole discretion, to remove the Institution from participation in any or all State Programs.

13. The Institution understands that its ability to participate in any specific program may be limited by laws and regulations pertaining to that program.
14. The Institution agrees that, in accordance with the official program regulations for each Program, it will promptly reimburse the Commission 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, the official program regulations or applicable Georgia law.
15. The Institution will conduct a student-by-student term reconciliation at the end of each term. The Commission will not issue additional funds for the following term until the term-reconciliation is complete in accordance with the official Program Rules and Regulations.

The Institution will conduct a student-by-student award-year reconciliation and submit a reconciliation form to the Commission by July 15 of each year. The Institution must return to the Commission any funds not awarded according to the July 15 award-year reconciliation by August 15 of that year in accordance with the official Program Rules and Regulations.

#### SECTION V – COMMISSION ASSURANCES

The Commission hereby assures the Institution designated in Section I of this Agreement that:

1. The Commission agrees 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 agrees to post on its website ([www.gsfc.org](http://www.gsfc.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 the Institution's responsibility to be compliant with State Programs Rules and Regulations.
3. The Commission shall post on its website any changes to the State Programs due to statute and/or regulations through operational memoranda, *Dear Colleague Letters*, or electronic bulletins or other informational materials.
4. The Commission shall conduct Compliance Reviews with the Institution in accordance with the Commission's *Compliance Program Review Policy*.

[SIGNATURES BEGIN ON NEXT PAGE; REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date of final signature.

**INSTITUTION:**

**GEORGIA STUDENT FINANCE COMMISSION:**

\_\_\_\_\_  
President/CEO (Date)

\_\_\_\_\_  
President (Date)

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

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

\_\_\_\_\_  
Director of Financial Aid (Date)

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

## APPENDIX A – DEFINITIONS

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

**“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, the 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, in accordance with the Commission’s *Compliance Review Process and Procedures* document.

**“Institution”** means the private postsecondary educational institution identified in Section I of this Agreement.

**“State Programs”** means the student financial aid programs administered by the Commission (scholarships, grants, and service-cancelable loans) including: HOPE Scholarship, Zell Miller Scholarship, HOPE Grant, HOPE GED Grant, Accel Program, Georgia Tuition Equalization Grant, Georgia HERO Scholarship, 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, Scholarship for Engineering Students, Student Access Loan with Service Cancelable Options and other programs for which funds may be made available from time to time.