

Joint Higher Education Memorandum of Understanding

*Among the United States Departments of Defense, Education, Veterans Affairs,
and Consumer Financial Protection Bureau*

1. PARTIES

This Memorandum of Understanding (MOU or agreement) is entered into by the Office of the Deputy Assistant Secretary of Defense for Military Community and Family Policy within Department of Defense (DoD), the Office of Federal Student Aid within Department of Education (FSA), Education Service within the Department of Veterans Affairs (VA), and the Consumer Financial Protection Bureau (CFPB), hereinafter referred to as “the Parties.”

2. BACKGROUND

The Parties have developed a comprehensive strategy to strengthen enforcement and compliance mechanisms in accordance with Executive Order (EO) 13607, dated April 27, 2012: *Establishing Principles of Excellence for Educational Institutions Serving Service Members, Veterans, Spouses, and Other, Family Members* [<http://www.gpo.gov/fdsys/pkg/FR-2012-05-02/pdf/2012-10715.pdf>], hereinafter referred to as “the Principles.”

Public Law (PL) 112-249, Improving Transparency of Education Opportunities for Veterans Act of 2012, amends title 38, United States Code directing the Secretary of Veterans Affairs to develop a comprehensive policy to improve outreach and transparency to veterans and members of the Armed Forces through the provisions of information on institutions of higher learning, and for other purposes. The PL complements the efforts of the EO to provide information to veterans to enable them to be more informed consumers when selecting an educational institution.

3. PURPOSE

This MOU defines the relationship among the Parties and articulates the intent and purpose regarding information sharing in order to:

- a. Provide meaningful information to service members, veterans, and their family members about the financial cost and performance outcomes for educational institutions to assist those who are prospective students in making choices about how to use their Federal, veteran, and military educational benefits;
- b. Prevent abusive and deceptive recruiting practices that target the recipients of Federal, military, and veterans educational benefits; and
- c. Ensure that educational institutions provide high-quality academic and student support services to service members, veterans, and their family members.

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4. RESPONSIBILITIES

To support the Principles:

- A. The Office of the Deputy Assistant Secretary of Defense for Military Community and Family Policy within Department of Defense (DoD) will:
 1. Designate the Chief of the DoD Voluntary Education Office to serve as the point of contact for information sharing processes among the Parties.
 2. Provide information as described in the attached document to each agency represented in this agreement regarding potential significant areas of noncompliance identified in ongoing oversight activities.
 3. Provide complaint data to the Federal Trade Commission's *Consumer Sentinel*.
 4. Refer complaint data to the relevant agencies represented in this agreement.
 5. Provide, as described in the attached document, information on the following to each agency represented in this agreement:
 - a. Planned visits for Third Party Education Assessments or similar risk-based reviews and/or audits of institutions of higher learning;
 - b. Results of previously conducted Third Party Education Assessments and/or audits of institutions of higher learning; and
 - c. Administrative actions and/or eligibility determinations based on proceedings involving institutions of higher learning.
 6. As applicable, maintain all information in accordance with the Privacy Act, section 552a of title 5, United States Code, and DoD Directive 5400.11, *DoD Privacy Program*, including disclosure of information to other parties of the MOU.

- B. The Office of Federal Student Aid for the U.S. Department of Education (FSA) will:
 1. Designate the Senior Advisor to the Director of the School Eligibility Service Group (SESG), to serve as the point of contact for information sharing processes among the Parties. Carolyn White (Carolyn.White@ed.gov) is currently in this position at FSA.
 2. Upon receipt of additional confirmations, as needed, with respect for information about particular institutions, provide information as described in the attached document to each agency represented in this agreement regarding potential significant areas of noncompliance identified in ongoing oversight activities.
 3. Provide complaint data to the Federal Trade Commission's *Consumer Sentinel*.
 4. Exchange complaint data to the relevant agencies represented in this agreement.
 5. Provide as described in the attached document, information on the following with each agency represented in this agreement:
 - a. Planned visits for risk-based reviews;
 - b. Results of previously conducted risk based reviews, and/or audits of institutions of higher learning; and

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- c. Administrative actions and/or eligibility determinations based on proceedings involving institutions of higher learning.
- C. Education Service, Veterans Benefits Administration, Department Veterans Affairs (VA) will:
 - 1. Designate the VA Education Service Compliance Staff as the point of contact for information sharing processes among the Parties. The team may receive information at INCOMING.VBAVACO@va.gov.
 - 2. Provide information as described in the attached document to each agency represented in this agreement regarding potential significant areas of noncompliance identified in ongoing oversight activities.
 - 3. Provide complaint data to the Federal Trade Commission's *Consumer Sentinel*.
 - 4. Refer complaint data to the relevant agencies represented in this agreement.
 - 5. Provide as described in the attached document information on the following with each agency represented in this agreement:
 - a. Planned risk-based reviews of educational institutions suspected of erroneous, deceptive, and misleading practices; and
 - b. Final report for risk based review assessments.
 - c. Administrative actions and/or eligibility determinations based on proceedings involving institutions of higher learning.
- D. The Consumer Financial Protection Bureau (CFPB) will:
 - 1. Designate the Assistant Director for Servicemember Affairs to serve as the point of contact for information sharing processes among the Parties. Hollister Petraeus is currently in this position at the CFPB. The email address that should be used for contact is CFPB_ENF_Students@cfpb.gov.
 - 2. Send alerts to each agency represented in this agreement regarding potential significant trends and patterns of noncompliance identified in ongoing oversight activities.
 - 3. Provide complaint data to the Federal Trade Commission's *Consumer Sentinel*.

5. SHARED INFORMATION

To the extent the Parties' responsibilities in Section 4 call for the sharing of information, the sharing of such information shall be consistent with applicable law, such as the Privacy Act, section 552a of title 5 the United States Code. Shared information may include, but is not limited to de-identified data (personally identifiable information removed when required) regarding complaints from individuals who have received federal educational benefits and may be unsatisfied with their institution of higher education (IHE). Shared information also includes institutional information as identified on the attached addendum.

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6. EFFECTIVE DATE

This MOU will become effective when executed by all Parties and will continue until terminated.

7. CHANGES, REVIEW, and TERMINATION

The MOU may be terminated with respect to a Party at any time upon written notice of withdrawal to the other Parties. Any Party desiring to withdraw from this MOU will endeavor to provide written notification to the other Parties at least 90 days prior to withdrawal.

APPROVED BY:

FOR: Department of Defense



Rosemary Freitas Williams
Deputy Assistant Secretary of Defense
(Military Community and Family Policy)

Date: 18 July 2014

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APPROVED BY:

FOR Office of Federal Student Aid


Robin S. Minor
Robin S. Minor
Chief Compliance Officer

Date: July 16, 2014

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APPROVED BY:

FOR Department of Veterans Affairs

Curtis L. Coy

Deputy Under Secretary for Economic Opportunity

Date: 7/16/14

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APPROVED BY:

FOR Consumer Financial Protection Bureau

Hollister K. Petraeus

Date: July 18, 2014

Hollister K. Petraeus
Assistant Director for Servicemember Affairs