

DEPARTMENT OF EDUCATION
OFFICE OF POSTSECONDARY EDUCATION
NEGOTIATED RULEMAKING
REIMAGINING AND IMPROVING STUDENT EDUCATION (RISE)
SESSION 2, DAY 4, AFTERNOON
November 6, 2025

On the 6th day of November, 2025, the following meeting was held in-person, from 1:00 p.m. to 4:00 p.m.

P R O C E E D I N G S

MS. WEISMAN: Welcome back, everyone for our afternoon session on Thursday. Seeing no cards up at this time, I'm going to turn it over right away to Tamy.

MS. ABERNATHY: Thank you. Welcome back from lunch. I hope you all are having, having a good day and had a nice lunch break. We are going to turn this over to our Undersecretary. We are going to resume our discussion on 685.102, the definition of professional student, the definition of graduate, and the definition of program length. So that's what's in 685.102.

UNDERSECRETARY KENT: Thank you, Tamy. Hope you all had a nice lunch. You know, I -- again, I want to -- before we take a pulse check here, I want to again remind everybody what consensus means in the context of this negotiation. As Tamy had mentioned, the Department came into these negotiations in good faith to negotiate a package that we believe works best for the American people. And in doing so, we heard a lot of good feedback from you all where we made adjustments. Not necessarily because it is a particular policy position that we champion, but because we recognize the sum is greater than the parts oftentimes. And so I want to remind us of the items that the Department made

concessions on as we think about the remainder of the package that we were dealing with. We talked about proration of each borrower's monthly payment based on the amount of loan debt for each borrower when tax filing status is married filing jointly. We heard that that was a big concern for many negotiators, and we conceded on that. The institution's ability to set lower loan limits for certain programs was preserved by not defining the program of study at a particular credential level. The grandfathering of certain health profession loans, and the fact that the Department will provide sub regulatory guidance through a Dear Colleague letter, providing borrowers the ability to opt out of advancing the due date and applying it to principal, and added the ability for default to borrowers to consent to the disclosure of their FTI and choose a repayment plan on the rehab agreement. So these are just examples, some examples of many, where we listened and we made concessions in order to come to consensus as a committee. On the definition of professional student, again, I want to recognize that it is not a perfect definition, but we believe it is a perfect definition for the purposes of consensus. We believe that we started at one side of the spectrum, and you started at another and we met in the middle. Right? That is what a consensus is, is that everybody gives a

little bit. And certainly, the Department has given a little bit in its proposal. We recognize that not every stakeholder group will be thrilled about our proposal, but I want to remind everybody what consensus means. And that means that if you all agree or can live with it, doesn't mean you have to love it, it just means you have to live with it, that we will take that regulatory language and put it into the notice of proposed rulemaking. The public will still have an opportunity to comment on it. It doesn't bind your stakeholders to comment on whether they love a proposal or think that it should change. It still provides them that opportunity, but we are bound to put that proposal out there, as you all agreed to it. If we do not reach consensus on this provision or any provision, the Department has the ability to go back and reconsider all of the proposals that are on the table, including all of the concessions that the Department has made. So we will go back and reconsider whether or not the concessions that we made make sense. That could look like removing all of the concessions that I just read. That could look like going back to the ten programs that we started with at the beginning of the week. So it puts everything at jeopardy if we do not come to consensus here. Now, that is not to bully you into voting. You all will make the best

decision that you believe is appropriate. But I do want a table set that all of the good things that you got for your stakeholder groups that we conceded on, that we put in the rule, we will reconsider those as we go back and write a proposed rule where we are not bound by consensus. So again, I want to start with where we finished. We came in good faith. We believe we have developed a proposal that is logical, that can withstand, you know, legal scrutiny. We have taken proposals that you have given us and moved a little bit. Right? We added the PhD today to the clinical psychology and made other changes along the way. So we believe this is a good proposal and we hope that you will be able to support it. Again, you don't have to love it, but you can just, you know, live with it. So, Annmarie, I think we are ready for a pulse check on this.

MS. WEISMAN: Pulse check on 682.102, if I can see thumbs. I'm sorry, 685. I apologize. 685. 685.102. So just to confirm, I have a thumb up from Andy, Ashley, Alex Ricci, and Alex Holt. I have thumbs in the middle for Jenna, Deborah, Bob, Scott, and Timothy. So we have no thumbs down.

UNDERSECRETARY KENT: Thank you, everybody. I'll turn it back over to Tamy.

MS. ABERNATHY: All right. I believe

we left off with PSLF, so we will resume. If you could get out your discussion draft and we could put the text back up on the screen, please. All right. Discussion draft number 14. I have one modification from what I discussed right before lunch, before I went into the questions. The Department during the break, felt that we should remove the provision in subparagraph (c)(2) romanette three, in 685.209, the cross-reference to (A) one through four, which would then allow a lump sum payment to be counted toward time to forgiveness for PSLF and for RAP as the month approaches right up to the next certification date or up to the month. So they're going to earn it monthly. They can't get it in advance, but they will earn it monthly. So as, as we age through the months, they will get as much credit for PSLF or under the Repayment Assistance Plan forgiveness as they -- as we go through the months. So if they give enough of a payment for six months, they're going to get six months. If they give enough of a payment for 12 months, they're going to get 12 months. It will not go past their certification date. So that's, that's what we do now. So that didn't change. But we have conceded that we should remove the restriction and allow a monthly payment. Excuse me. Allow a lump sum payment to count in both of those provisions. Okay. I'm assuming that's good news. So

we'll go on. I'm sorry. We have questions.

MS. WEISMAN: Alex Holt?

MR. HOLT: Just looking for some clarification. The statute seems pretty clear when it says on-time payment for RAP. Looking for an explanation of how you square that.

MR. LALLO: Yeah. I mean, we could talk about this a little bit more in a caucus if you really want to go into detail on it. But I think the overarching concept here is that, you know, generally we want to interpret everything the same. But we believe that, like, there's a permissible construction here where the interest subsidies are designed to, you know, encourage payment every single month. And we want -- don't want to allow people to pay for it. PSLF doesn't really have that capacity to be gamed in the sense that somebody could pay forward in theory, but you still have to have a -- right, you have to certify your employment every time. So we think that the two things are not in conflict with each other. And we wanted to recognize the fact that, you know, sometimes employers may pay ahead of time for their borrowers. And so we don't want to penalize that. And we think that that's different, again, than the interest subsidy benefit.

MS. ABERNATHY: Right. And for

clarification purposes, the matching payment and interest subsidy would not be applicable. It is only the counting of the forgiveness under PSLF and RAP that we would allow a lump sum payment to qualify for those forgiveness provisions.

MR. HOLT: Seems reasonable. Thank you.

MS. ABERNATHY: All right. We're going to resume back through our proposals quickly just to make sure that we have addressed everything. We were on -- make sure I'm on the right proposal. Give me just a second. I don't want to start where we didn't stop. Okay. So we had asked a series -- we were asked a series of questions, and I'm just going to rip off the band-aid aid, friends. It's very clear in RAP that the times that were allowed to count under a forbearance and a deferment for certain provisions will no longer count under the Repayment Assistance Plan. That is because you have to be making a monthly on-time payment. The statute is extremely clear. It is a statutory requirement, and we have put the reg text in there to make sure that effective July 1, 2026, and forward, that they will not -- forbearance -- certain forbearances and deferments enumerated in the regulations will not count as time toward forgiveness for the purposes of the Repayment

Assistance Plan. In addition, this is not new. We talked about this the other day. The buyback provision equally will not count because those -- obviously those times spent in forbearances and deferments will not be allowed to be purchased back as time toward forgiveness under the Repayment Assistance Plan. So I'm sure that answers some of these questions, Ms. Lilly. So yes, this is -- in the cases where it's the forbearance or deferment, they will not be counted. That was one of your questions. So no, if a borrower is close to reaching their 120th payment prior to July 1, 2026, and they want to purchase forbearance and deferment time to get them to those 120 payments, that's well within their ability to do so. You know, that's still what they can do prior to. It would need to be done before June 30th, on or before, preferably before, so that there's no issues, June 30, 2026. We will -- we have processing forbearances and all of that infrastructure in place already. So I do not believe that should there be an issue with processing, we would look at that and we would ask our operations team to take a look at that, to make sure that -- I'm not sure what the exceptions you would -- you were referencing here for administrative processing delays or servicer-caused errors. But those, those provisions are already in place where our Office of Federal Student Aid takes a look at

those particular provisions when -- those situations when they happen already. So we would continue to have that in place to look at those respective situations should they bubble up. Safeguards to be implemented to ensure borrowers are not improperly steered. We make it very clear to our servicers that forbearance steering and deferment steering, it is a borrower's choice to enter into those -- into a deferment or forbearance. We will continue to work with our servicers and give our expectations that they are to counsel borrowers based on the -- all of the options available for the borrower to choose the best option for themselves. And we would expect that our servicers would honor that. As far as evaluating some of the impacts to those respective groups that are impacted, we are allowing the lump sum payment. AmeriCorps specifically, is one of those that makes a lump sum payment, and we feel like that is one of the ways that mitigates this very impactful provision that we are required by statute to implement. As far as having data or findings, I don't know that we could assess at this moment, not knowing who will choose RAP, the, the Repayment Assistance Plan to pay under. We cannot assess an impact in the future at this time. I'm sure that there are some forecasting, but we don't have that data available. We have been working on the OBBS changes and

reg text changes at this point. This is a statutory requirement. And so we are implementing the statute. We received yet another proposal from our legal aid constituents. And let me see, so we have, we have qualified that a lump sum advance payment would count. So we've kind of answered -- we already know the other types of payments have to be on time under RAP, so we've addressed that. We appreciate the things that you have put forth for us to consider. We have already given you what we are willing to do at this point. So I believe that I have addressed that respective proposal as well from you two. Is there anything in that proposal that you needed a specific answer on, or is the way that we have moved forward with this, answer your proposal? The other thing that you mentioned, we're still working on, the technical correction. We'll have to circle back on 685.209.

MS. WEISMAN: Ashley?

MS. NAPORLEE: I appreciate that, Tamy. We would, at an appropriate time, like to call a caucus to further flesh out the remaining issues with our proposal with some of the other negotiators.

MS. ABERNATHY: Okay, I have one more.

MS. NAPORLEE: Yeah. (inaudible)

MS. ABERNATHY: Then we can do that.

MS. NAPORLEE: Okay. I just wanted to make sure.

MS. ABERNATHY: The appropriate time will be after we get through this (inaudible)

MS. NAPORLEE: Okay.

MS. ABERNATHY: The proposal that you have with changes to limit qualifying time, paid ahead status, deferments, forbearances, PSLF, buyback, we're not going to say that we don't have the same concerns that you have. We know we have to do what the statute tells us to do. And therefore, we've created this language. Punishing people for processing delays, we have, we have things in play to mitigate those. And our office, like I said, our Office of Federal Student Aid will be working with our servicers and making sure that the requirements and all of the pieces and parts of this -- these changes, these implementation pieces that have to be built because of our new regulatory changes, we will continue to work with our servicers in that way. We respectfully disagree with your assessment that these changes are not required by OBBB. We see that there's very clear textual commitment and -- to calculate the monthly payment amount independent of existing structure. That is very clear that they are -- that RAP is committed to on-time monthly payments. And it is a 120-month

requirement for PSLF. I do not know if our Office of General Counsel would like to weigh in on that, or our Deputy Assistant Secretary, but I yield the floor to you.

MR. LALLO: Just real quick. I think we're splicing two things a little bit differently there. I just want to clarify. So with the proposal here, we'd allow the PSLF prepayments to count or the prepayments to count -- the lump sum payments to count towards PSLF, assuming all other eligibility criteria are met. But for the purposes of the interest subsidy, they have to be very specifically on-time monthly payments, not lump-summed payments made in advance. The reason for that is, again, we believe that it's -- you know, employers often pay PSLF any lump sum. We don't want to penalize borrowers for that, especially where there's already an extra check in the sense of the employment certification to ensure that that system can't be gamed. There's no way to basically turn that into an end runway to get PSLF buyback. Whereas we think the interest subsidy is very clearly designed to reward on-time monthly payments and consistent payments.

MS. ABERNATHY: So going back to your -- Mr. -- okay, going back -- your specific concerns were related to the forbearances and deferments and the -- we believe that the code you cited there is not the exact

code for this specific -- we can look at getting them the updated code there for that. (inaudible). I'll get it to you. And going on to the back page, we've already explained that these deferments are -- will not continue July 1. And the one provision that we haven't stated that we need to state now is the economic hardship does not qualify for PSLF forgiveness. It does under RAP, but it does not qualify for PSLF. I know that's a hard hit. It is. You know, I, I can't sit here and say -- you know, we are doing what we, we are supposed to do by the statute and that is what we're doing. So we'll take questions. We could go to a caucus, which would be really good.

MS. WEISMAN: We've got three cards up. I'd like to go first to Alex Holt, then to Deborah, and then to Ashley.

MR. HOLT: Thank you. Sorry. I just want to applaud the Department for where they ended up on this. A few quick things. It's definitely -- appears to be the case from the way RAP was designed that you wouldn't get the interest subsidy or principal subsidy from a lump sum payment because it is a -- that, that is designed to help the borrower from month to month, especially when you're getting an outside lump sum payment. It does make sense to count that PSLF lump sum months forward because the employer helping for PSLF has

nothing to do with the relative income of the person at, at the month, so I agree with that. And I also want to applaud the Department for their interpretation of the statute. The statute is incredibly clear from a textual basis. On, on-time monthly payment is a very unique phrase in statute. And it is, is pretty clear what Congress was trying to do there. And so I think that that is correct. And I think it's quite clear. It's not just like a textual reading. It's quite clear that the congressional intent was that way. So we are -- we're, we're very supportive of that.

MS. ABERNATHY: Thank you.

MS. WEISMAN: Deborah?

MS. LILLY: Definitely appreciate the ability to now allow those lump sum payments to mitigate some of the concerns we expressed previously. And thank you for answering my many, many questions that I had. I appreciate your patience with those. Just to clarify, perhaps operational question, I think I heard that for those individuals who may be close to their requisite 120 monthly payments for qualification, that they would need to submit their buyback request by or before July 2026. Could you speak to the timing of when they would submit a buyback request in general? Does that need to be done close or after they're 120 months, or can that happen at

any time before July 2026?

MS. ABERNATHY: I am going to have Mr. Batman come up. I believe we want it as soon as possible and not to wait, but, Eric?

MR. HARDY: Eric Hardy, FSA. So there's, there's a couple of different things to, to parse out here. So a borrower cannot request a buyback unless they have 120 months of employment. So that's the first thing, right? Like they have to have that, that, that month -- that number of months of employment or else buybacks are not available to them. After they've reached that 120th month, if they're not enrolled in RAP or Tiered Standard, then they can request buyback for any given deferment or forbearance that is not already credited to them. If they enroll in, in RAP or Tiered Standard, they are not eligible to request buyback after enrollment unless they enroll in another Income Driven Repayment Plan.

MS. WEISMAN: Deborah, did you have a follow-up?

MS. LILLY: I do. So just to clarify, if someone has not met their 120 months, in order to submit a buyback request by July 2026, even if they previously had a period of time, a deferment, or forbearance, they would not be able to submit a buyback

request after that date for their 120 months.

MR. HARDY: If they do not have the 120th months, no, they cannot submit a buyback request at all. If they have 120 months, and it's for an earlier period, and the borrower is not enrolled in RAP before that earlier period, I believe we said, yes, that is permissible.

MS. ABERNATHY: Remember, the buyback is a reconsideration. So it's after the -- after you've completed your -- it's after you've basically completed your 120 months and you've been denied and you want to, you know, reconsider and you know, you can buy back that time that you were in there to get you up to the 120th month.

MS. LILLY: Thank you, Eric.

MR. HARDY: Sure.

MS. WEISMAN: Ashley? Bob?

MR. CAREY: So this has nothing to do with any of the things that you're discussing right now. This goes back to week one when student -- when Faisal and I submitted the comments about protection of programs, and there was discussion about you all providing either preambulatory text or sort of a, you know, catch-all text at the end. Where do we stand on that?

MS. ABERNATHY: We will definitely speak to it in the preamble. We are looking at amending our HEROES Federal Register notice to address some of the things. Sorry, sir? Oh, Federal Register notice to address those concerns. So it would not just be in our preamble, but it would also be in a Federal Register notice that would be communicated out to everyone. And then we would also -- if we needed to do a Dear Colleague letter and put publications on our website.

MS. WEISMAN: Bob, did you have a follow-up?

MR. CAREY: I do, so we're not going to see any of that text during this session?

MS. ABERNATHY: You do not see preamble, preamble text prior to us writing it. And so we have not drafted a notice of proposed rulemaking at this point. So there's no way for you to see it. What you will see when we get ready to publish the NPRM, should we reach consensus, is the text that we agreed upon, about a week before -- about a day or so before we publish.

MR. HOUSTON: Hey, everyone. John Houston with the Office of General Counsel. So, Bob, I just wanted to address a point. So the HEROES Act, there's an explicit waiver in the -- to the Administrative Procedure Act. So we publish something in

the Federal Register that has essentially the effect of a rule that doesn't have to go through rulemaking. And in fact, it would be improper to like kind of do it in this, in this medium. So that's the process for using HEROES. It's, it's especially carved out in the rule. You have a question?

MS. WEISMAN: Bob?

MR. CAREY: Yeah, I mean, there is four issues I was raising in, in -- that we were raising in that, in that submission from week one. One of them was HEROES Act. The other was the other loan repayment programs, the other one was SCRA. And so the concerns that we have regarding this regulation unwittingly undercutting those other programs' stance. And I guess I'm -- you're asking me to bet and to come, to use a craps allegory. Can someone explain to me why I'm not?

MR. HOUSTON: Maybe I'll -- hopefully this doesn't sound repetitive, but, like, when we want to use the HEROES, that's, that's how we use it. We can't, we can't -- we don't use it in this context. It's never been used. We've never done rulemaking on HEROES. It directly provides for Federal Register notice that can bypass notice and comment rulemaking. So we intend to kind of stay consistent with best practice on that.

MS. WEISMAN: Deborah? Ashley?

MS. NAPORLEE: I would like to call caucus now with legal aid, student borrowers, military borrowers, state agencies, and loan servicers, and I would like to say 15 minutes, but maybe 20, I'll say 20.

MS. WEISMAN: Ashley, does your caucus include the Department?

MS. NAPORLEE: Yes.

MS. WEISMAN: So we have the Department, we have the legal aid community, those representing borrowers, veterans and military borrowers, states and loan servicers, primary and alternate. All right, 20 minutes. Thank you. Welcome back, everyone. Returning from caucus, we're going to ask Ashley to do a report-out on the results of that caucus.

MS. NAPORLEE: We just had a discussion about the recent changes to 685.209 with regard to PSLF and when a payment under the Repayment Assistance Plan qualifies as qualifying payment towards RAP forgiveness and PSLF. And so we just fleshed out some of our remaining concerns and we appreciated the Department's willingness to work with us to address those.

MS. WEISMAN: Seeing no cards, I'll turn it back to you, Tamy.

MS. ABERNATHY: Annmarie, I'd like to

go to a pulse check, please on 685.219. I'll just remind everyone that's where we have the lump sum payment. Little carrot. Good thing that we gave everybody. (inaudible).

MS. WEISMAN: (inaudible) 85.19. If I can see thumbs, please. Thank you. I see sideways thumbs from Deborah and Ashley, and everyone else is thumbs up.

MS. ABERNATHY: Thank you.

MS. ABERNATHY: (inaudible) read it. Give me a second to pull it up. Give me just a second. Friends, we have gone over all of our provisions. We have, we have gone over all of the provisions. We have taken pulse checks on all of the provisions. There are 17 provisions that we have gone through in two weeks, and we are now gearing towards the end of our week together. Are there any additional concerns that need to be presented to the Department before we provide you with the reg text and time to review it and come back for a potential consensus check? And you know, we've heard from several - - I cannot tell you how many negotiators have come up to me and have already told me that they cannot be here tomorrow already, and there's concerns with flights and all of these other provisions that are happening. We want to make sure that everyone is safe and that there are no additional complications. So as long as, you know, this

is reflecting that because we've already discussed everything, you know, if there's concerns, let's get them on the table now so that we can address them with you.

MS. WEISMAN: Alex Ricci?

MR. RICCI: I thank the Department for acting in good faith and giving us one last time to voice any concerns about the proposal. And I'd be remiss if I didn't revisit something that I failed to close the loop on earlier, which is as it relates to fixed payment repayment plans, which was issue paper number 10, section 685.208. Earlier in our conversations, we discussed minimum monthly payments as it relates to the Tiered Standard Plan. And during that conversation, I had raised how historically the way that Direct Loan programs, terms and conditions had worked is that it was tied back to Part B, and so just to provide that legal authority to folks listening. So that's section 451 B (2) of the Higher Education Act. This is a general provision for Direct Loans that say, unless otherwise specified, the same terms, conditions and benefits of the FFEL program in section 428 apply. And when Congress instituted this new Tiered Standard plan, they did not describe one way or another, a monthly minimum payment. And historically, how this has worked is that in that case, then we'd go back to section 428 to look at, at what the FFEL program

terms and conditions were. And when you do that, 428 (B) (1) (1) establishes that borrowers must pay \$600 over the course of a year, which turns out to be a \$50 monthly minimum payment. And the reason I'm raising this here again is because, first and foremost, I believe that this -- servicers operationalize -- we will make that happen. But the reason I bring it here is because I believe that this monthly minimum proposal protects small balance borrowers in particular, from unnecessary interest accrual, and from what I would characterize as punishingly long repayment terms. And so just to, you know, try and put some meat on the bones here very quickly, if you only borrowed \$1,000, let's say, and you have a 6% interest rate loan with no monthly minimum payment, you're going to pay all the way out nine years, ten months, and you're going to pay hundreds of dollars of interest because there's no monthly minimum payment. That's the default. But with a monthly minimum payment of \$50, that -- you're paying much less interest, it's like \$50 or thereabouts. And if this is particularly impactful when you have a higher interest rate, you could be paying -- and, and with that monthly minimum, you're done paying your loan off within two years as opposed to taking nearly ten. And this is particularly the case with higher interest rates. The higher the interest rate, the more

interest you get charged with when you don't have that monthly minimum. And so what we ended up doing is really making it difficult for borrowers, making it easier for them to go into delinquency and default by not having this monthly minimum. And because this is the way it's worked in all of the other fixed repayment plans, for the most part, you can look at the reg text. I think it's appropriate that we provide for some continuity for borrowers to know with certainty that the standard option has a \$50 monthly minimum, because it aligns with current expectations. And I think it would just be the correct public policy objective, in addition to being just an efficient process for the administration of the student loan program. So I just wanted to flag that here with the whole table before we closed down all of the open things under consideration.

MR. ANDRADE: Thanks. Interested in any other comments and response to Alex's proposal?

MS. WEISMAN: Alex Holt?

MR. HOLT: We don't care that much, but just want to note that it, it, it probably saves the government money to have the -- that minimum payment because they're paying the servicer per month. So if you have really low payments, you're paying the servicer potentially more than the, than the person's even paying,

so just something to note.

MR. ANDRADE: Hearing no other objections, the Department has no objections to this.

MR. LALLO: Yeah. Just to -- for the record, we believe that that's a permissible construction of the parallel term statute. Yeah, the language within 455. We think that that is a read that is definitely possible, given that there's no express provision that says no minimum payment can be applied.

MS. WEISMAN: At this time. I want to mention a swap from primary to alternate from the legal aid community. We have Tamar Hoffman at the table. And right now we have a question from Jenna.

MS. COLVIN: At the appropriate time, I was going to ask for a five-minute caucus with the colleges before a consensus vote. But if we're still discussing other issues --

MS. ABERNATHY: My plan was, hopefully still is, that we provide you with a paper version of the reg text and give you some time to review that reg text. So you could either have a caucus or you could do it during the reg text review. We plan to give you an hour to review. Thank you.

MS. WEISMAN: Tamar?

MS. HOFFMAN: If this is the

appropriate time, we have a few other just small outstanding issues with the text that I have a list I'm happy to provide to the Department. Some of it, I think, is on your radar. Some of it may not be. If now -- is now the time? Okay, great. So the first is in 682.215. The Department had kindly agreed to take a look at (b)(1) to clarify the payment cap, and I don't think we've received language back on that. If we did and I missed it, my apologies.

MS. ABERNATHY: I'm sorry, could you get closer to the mic and say that again? I really could not hear what you said. I'm sorry.

MS. HOFFMAN: No, no. It's okay. I'm sorry. Is that better? Okay. So in 682.215(b)(1), we had requested that the Department make a small tweak to clarify that the payment cap is the ten-year standard repayment amount, not, not the applicable amount at the time that the borrower enters the plan. I think the Department had agreed with that, but we just haven't gotten the updated text yet.

MR. ANDRADE: Annmarie, we just want to do a quick confirmation on that.

MS. ABERNATHY: Tamar, this is under the FFEL provisions, and we do not recall ever saying that we would change 682.215.

MS. HOFFMAN: So the Department drafted new language under (b)(1) on page --

MS. ABERNATHY: I'm sorry, did you say B?

MS. HOFFMAN: Yes.

MS. ABERNATHY: Well, we're in D. No wonder. Okay. Hold on. Did you submit that in a proposal?

MS. HOFFMAN: We did. And we can also send --

MS. ABERNATHY: No, I don't need another proposal. No, no. When did you do that?

MS. HOFFMAN: That's a great question. And I'm going to look and tell you in just a second.

MS. ABERNATHY: I mean, first -- the first session or the second? This session? If it's this session, just let me know which session. I'll look for it. And you can go on to the next things and somebody can take really good notes while I'm looking for it.

MS. HOFFMAN: We submitted it on October 10th.

MS. ABERNATHY: By the deadline for the last session.

MS. HOFFMAN: Correct.

MS. ABERNATHY: That would be me, I think.

MR. ANDRADE: Excuse me. Tamar, is that your only other outstanding issue or do you have a couple more?

MS. HOFFMAN: Okay. So the other outstanding issues, so under 685.209, Income Driven Repayment Plans, I believe the Department is currently still looking into section C, where we had highlighted that there seemed, from our perspective, to be a mistake in Parent PLUS eligibility for IBR prior to 2028. And I believe the Department is currently taking a look at that.

MS. ABERNATHY: So, Tamar, our attorneys did take a look at that. That is not a technical correction. There are some things that they would like to discuss with you about that because it's not a technical correction. There's some things that they need to, to explain to you on that. Okay?

MS. HOFFMAN: Okay, no problem, I just -- you asked for the list, so.

MS. ABERNATHY: I did. Thank you.

MS. HOFFMAN: We, we had a quick clarification that we wanted to make during our last reading of also 209 under (j)(2). We're just seeking on the record clarity that transitioning into IBR is not a capital raising capitalizing event, even if a borrower's

repayment amount under a prior plan is over the ten-year standard repayment plan. We just wanted to make sure that that is correct. And that might be an FSA question, so if it is --

MS. ABERNATHY: We do not capitalize.

MS. HOFFMAN: Great. Thank you for the clarity. And then I think, thankfully, mercifully for everybody, that concludes my list but thanks to the Department for committing to writing in the preamble what we had discussed about making sure that rehabbing borrowers have an easier time doing so, and then transitioning into IBR through Federal tax information sharing, as well as that we're looking into this issue around what happens when you have RAP borrowers who both have paid in advance and continue to make monthly on-time payments, making sure that they get the interest and principal subsidies that they should be getting when they make monthly on*time payments. That's my list.

MS. ABERNATHY: And you are correct. We did talk about that, and we are looking at it.

MS. HOFFMAN: Thank you.

MS. WEISMAN: Jenna?

MS. COLVIN: I think I know the answer, but I just -- in the exercise of completeness, I'm going to ask. In the caucus this morning, we talked

about the six years and the issue around the accelerated three-year undergraduate degree. Did we decide no language on that?

MR. ANDRADE: No, we, we believe in -- within that definition, the requirement for a bachelor's degree stays and so that a shorter bachelor's degree would not impact.

MS. WEISMAN: Deborah?

MS. LILLY: Under 685.209(o)(3), which was formerly designated as (t)(k), this was distributed during the summary paper today. Greatly appreciate the addition of allowing borrowers to opt out of that advanced due date. Additionally, I appreciate the addition of the operational details within the reg text, which I can recognize isn't always done. Even furthermore, I greatly appreciate the opportunity to allow borrowers to do that online, especially with borrowers' challenges, to contact and actually successfully connect with their services over these last few years with everything that's been happening in transitionary periods with the loan period. My question here is, is the expectation that there's intent to work with servicers, to commit to operationalizing that by the effective date of the regulation, or what's your timeline for that?

MS. ABERNATHY: Well, Batman, I don't know what their implementation timeline is. I can't speak to that, but Eric can speak to that. I would really be way out of my realm if I did that.

MR. HARDY: Eric Hardy, FSA. Can you repeat the first part of that? I want to make sure I caught it.

MS. LILLY: All right. So allowing borrowers to opt out of advancing their due date. I think that may be a little bit further away from there. And doing so online, it's my understanding that's not standardized today, although some servicers may already have that in place. So as the expectation that the online ability to opt out of advancing the due date, will that be in place by the regs' effective date?

MR. HARDY: I don't think, I don't think I can commit to that. We can commit that we're certainly going to try to do our best to get it in place by, by the implementation date. But we're going to be focused on core statutory and regulatory requirements before any of the others. I'm going to say nice to have, but it's not a nice to have. It's something we're committed to looking at.

MS. WEISMAN: Tamar? Any other questions?

MS. ABERNATHY: My wonderful team is going to distribute your reg text to you. And then we are going to take a break to allow you to review it. And we're going to come back and take a final consensus. We are taking a final consensus on the whole package. It is not by part. So when we come back, it will be one consensus -- final consensus, because this is an all or nothing. I shouldn't have said it like that. This is an all and all.

MS. WEISMAN: We have a question from Timothy.

MR. KING: Not a question, but I just want to thank your team for being very helpful to me, especially. Thank you so much.

MS. ABERNATHY: You are more than welcome. They're a great group. It's not just my team, it's the whole ED team.

MR. ANDRADE: Yes, and we will be here with any technical questions you have during that hour. So please feel free to, to pull us aside.

MS. WEISMAN: So just to confirm, the Department plans to return at 4:00. We need to let people know when to return. 4:00. Thank you. Welcome back, everyone. I'm going to turn it over to Jeff from the Department.

MR. ANDRADE: Yeah. So during the negotiators' review of the draft -- final draft language that we sent around, a couple of pen and ink changes were identified as needed to be made. We will beam those up on the screen to make you aware. We will then make sure that there's no objection to that new language which will then be -- you know, which, which will then be considered part of the text that you were -- the final text that you were given. And then a final copy of the complete document will then be sent to you. So we wanted to get everybody in agreement on those, on those pen and ink changes, and then we will move to a vote on consensus.

MS. ABERNATHY: Did you have a nice reading hour plus? Thank you, guys. You guys have been great. As soon as that text gets up there, we'll go over it. Largely, I believe they're all, maybe largely in 685.219. And there was a change in 685 -- excuse me. 682.215 is one of them. And then a couple in 685.209. I don't know why I said 219. So we needed to remove something that Tamar pointed, pointed to previously, and Jake and I looked at it and we said, no, we're not going to do that. And then when I went back to a previous version from earlier this week, we did agree that that should have been removed. So if you look at -- well, until she gets it up on the screen. In 682.215(b), number

one, the end of that sentence in red that we added, initially enters the plan, should be deleted. Or when the -- it should end at -- yes, initially when the borrower - - the borrowers aggregate monthly -- so it ends at amount. So when the borrower initially enters the plan "is" should be deleted. That's one change. They're getting ready to show it.

MR. LALLO: While they're doing that. I do want to note briefly, we do have the ability after negotiation to make technical corrections. Obviously, whatever you guys vote on or take consensus on, if you give consensus to -- or we get consensus for the rule, you know, substantively, we will make our best efforts to stay within that rule. But in terms of technical changes, if there are weird little fixes later, because we recognize that, you know, we are making these changes right before the vote or the consensus check, we do reserve the right to make technical corrections where needed.

MS. ABERNATHY: We will be providing you in an email version all of this, including anything that involves the pen and ink changes so that you will get that. I would -- have said if I was not going on vacation tomorrow -- wait, Saturday and Renee wasn't going on vacation, you would have them next week, but if

you would allow us a couple of weeks, we will get those to you, I promise. So here you can see the change that I just mentioned in the green and the red strikeout. That is one change that will be made to the final version of 682.215(b)(1). The next change is in 685.203. We made conforming changes in the aggregate loan limits. And is this where we were making the new change? We're making the same conforming change here. So there's a couple of provisions. So in (G)(6), you can see we're adding the same conforming change. I'm - that is G, right? It's not -- okay, sorry. It's like, oh gosh. So we had talked about adding that change a little earlier in the text. And we just -- we overlooked the fact that we should have added it here as well for clarification. Okay. If we go to 685.209 -- and this is another one, when we discussed in our caucus about -- and we discussed publicly here that we were making changes to the lump sum payment, we were going to allow lump sum payments under the PSLF program to be made, we did not add the additional regulatory text that is below in light blue. This provision will -- does not apply to the Public Service Loan Forgiveness program under 685.219. So what this means is, hey, we've said, you know, your payments have to be on time. And then we just forgot to say, for the purposes of PSLF, they are able to make a lump sum

payment.

MS. WEISMAN: Ashley?

MS. NAPORLEE: It's supposed to -- so the PSLF provisions in 219 were, were correct. It's the fact that it doesn't address forgiveness under RAP. That was, that was the issue.

MS. ABERNATHY: I'm sorry. That's not what they said.

MR. LALLO: No, I see exactly what you're saying. There's a pen and ink change here. We know where we need to make it. Appreciate it.

MS. WEISMAN: Alex Holt.

MR. HOLT: I don't -- I just (inaudible) pen and ink. Can you just explain what this is?

MR. LALLO: Yeah. Yeah, yeah. For clarity, the intention is that on-time payments within this section is supposed to only refer to the matching principal and interest subsidy and to allow prepayment -- payments for RAP outside of the strict, you know, definition of on-time, monthly payment here to still count for PSLF and towards the 360 payments necessary for forgiveness under RAP. So it's in line with the discussion that we had earlier about that exclusion. But Legal Aid raised the concern that the broader -- the

language here did not sufficiently narrowly mean that this only applies to the matching interest and subsidy thing. Yeah. So we just need to add a cross-reference to do that, I believe.

MS. ABERNATHY: This is also where the last sentence -- the sentence before the last, where the Secretary shall disclose to the borrower the potential consequences of electing to advance the due date or not. That's the little electronic process for them to opt out. So that's what this, that's what this -- yeah.

MS. WEISMAN: Alex Ricci?

MR. RICCI: I really don't want to extend the conversation more than we don't have to, but when you say this provision, the -- to start the, the final sentence, what does this provision refer to?

MR. LALLO: So it's referring to the specific limitation of what an on-time monthly payment is within the meaning of this section. Like I said, we need to make a little bit more -- we want to make sure that this language is precise so we can go in and edit that. We can cross-reference to the sections that we need to refer to in terms of making sure that this only applies to the interest and principal matching, or the interest subsidy and the principal matching. But yeah, that's what this is supposed to refer to. And then more broadly to --

yeah, it addresses the point that Tamy had as well, that, you know, the language about contacting servicers and whatnot, but the specific part was designed to limit to the interest and principal issue.

MS. ABERNATHY: I believe it is the overpayment that advances the due date that you are concerned about. That is what this is talking about. We added language to account for that. So we will not say this provision. We will fix that. But what it's talking about is the on-time payment that advances the due date. And our constituents wanted an ability to not advance the due date. And so for the lump sum payment, there'll be action that the borrower -- you know, we can undo things and make sure that they get credit for it. So it's going to -- it may not even -- I can't say for sure that that's where it's going to go. We may have to look exactly where it needs to go. There will be a change that reflects with specificity that under the RAP program, it applies, and they will get the credit towards forgiveness.

MR. RICCI: I think I understand and appreciate the spirit with which that is being made and so look forward to that clarification moving forward.

MS. ABERNATHY: Is there another one?
That's it.

MR. ANDRADE: Are there any objections

to the language as discussed and presented? Hearing none, we'll -- the Department will consider that language incorporated as part of the final language.

MS. ABERNATHY: There are 17 provisions in this package. We have thoroughly reviewed every single one of them a couple of times. The newest was 685.303. We talked about that the other day, just to remind you that that was the 17th one that was added this week. If we are not going to have any objections, I would proceed forward with the final consensus check.

MS. WEISMAN: So it's been a long time coming. You've worked very, very hard this week, and I'd like to thank you all for that. When we had our pre-meetings, me and each of the negotiators, and alternate and primaries individually, we talked about what it meant to come and bargain in good faith. I think we all had very good discussion on that. And I think everybody came and did what they said they would do. So again, I'd like to thank you for that. I'm not one for reading to people, but I don't want to paraphrase here. I want to make sure we get this right. I want to read just one section from the protocols, and that is about consensus. To be considered that the committee have reached agreement, the committee will operate by consensus, which means there must be no dissent by any member of the committee.

Members should not block or withhold consensus unless they have substantive reservations about what is proposed. Abstaining will be equivalent to not dissenting. So the only way to dissent is a thumbs down. For the purpose of consensus check, we will have only thumbs up or thumbs down. Or you may abstain. There is no thumb in the middle. It's thumbs up or thumbs down. Are there any questions about that? Are there any other protocol questions? Then I would ask for your final consensus: thumbs up, down, or abstain. And if you can, please keep your thumbs in the air to make sure that I see them. I'd note we have one abstention, Bob Carey, and otherwise I see thumbs up. So I thank you all and I congratulate you on consensus.

MS. ABERNATHY: Wow, what an accomplishment, guys. Good job. All right. So we started off with 16 provisions for the Reimagining and Improving Student Education. We ended up with 17. Obviously, we appreciate your work. You've been an incredibly fun committee. Having sidebar conversations and really getting to know each one of you has certainly been a privilege for me. So I believe at this point, one of my bosses has a few words that they would like to say. So I think we will turn it over to Mr. --

MR. ANDRADE: Sure. I've been sort of

nursing a sore throat for the last few days, so I'm going to have just a few remarks just to thank all of you for your hard work. And, and also, you know, the -- I think we built a level of trust, and that was helpful. I think in the last few hours in terms of pushing things, in terms of pushing things over the finish line. So, so I, I, I thank all of you for that. And trying to keep -- I'm choked up. I'm choked up. I'm choked up too. No, but again, thank you. And at this point, it's my pleasure to introduce the Undersecretary of Education, Nicholas Kent.

UNDERSECRETARY KENT: Thank you, all. Again, please join me in giving a hearty round of applause to Jeff, Tamy, Jacob, Annmarie, and the entire Department staff for their hard work and facilitating this rulemaking. As I mentioned earlier, there's so much that happens behind the scenes, and these dedicated public servants deserve our true recognition for making these two sessions possible. On behalf of Secretary McMahan and everyone here at the Department, I want to express our sincere gratitude to each of you for serving on the Reimagining and Improving Student Education or RISE Committee. We deeply appreciate the tremendous time and effort that you put into helping us craft regulatory text that will have a positive, lasting, and meaningful impact on our higher education system. We also

acknowledge the significant input and sometimes pressure that you face from stakeholders whose contributions we also value. When I spoke to you in October, I explained why we named this committee RISE, because we see this as an opportunity to rise out of a broken system that has failed too many students for far too long. I also asked you to consider how history will view this moment. Will they say that we simplified, empowered, and made college more affordable, or that we preserved a broken and bloated system? It is undeniable that you did the former. Through your work on this regulatory text, you answered the call to help us imagine a system that is simpler, more accountable, and better aligned with the needs of today's learners, workers, and families. President Trump's One Big Beautiful Bill Act has already brought positive changes to our higher education system. There is clear evidence that institutions are already taking a closer look at their pricing and making the necessary adjustments, including reducing tuition and fees, something both this Administration and families are eager to see more of. We know that the changes agreed upon by this committee will continue this momentum, whether by choice or necessity. We are also confident that the text that you've agreed upon today will help simplify an overly complex student loan system. The new legal

Repayment Assistance Program, or RAP, and the winding down of legacy repayment programs, will create a more understandable and navigable system for borrowers. Because this committee reached consensus, we will move forward with the agreed-upon text and a notice of proposed rulemaking, which we intend to publish early next year. As outlined in the protocols, if there are any deviations from that consensus language, we will provide a written explanation to the negotiators about why those changes were necessary. Importantly, because we've reached consensus, negotiators and their employers will refrain from commenting negatively on the NPRM, as they agreed to do so. Let me say this: I have been a part of many negotiated rulemakings over the years, and without a doubt, this has been the most collegial group that I have ever seen. I sincerely appreciate how you've embraced my call to collaborate, to engage, and to debate, remaining receptive to differing perspectives, and resisting the urge to dig in on opposing views. Although it's hard to believe that we'll be convening a new group in less than a month to kick off the Accountability in Higher Education and Access through the Demand-driven Workforce Pell, or AHEAD Committee, I hope those negotiators, who were notified today, will take notice of the collegiality and preparedness that this group has demonstrated. We

have a lot of work ahead of us to implement the president's One Big Beautiful Bill Act by July 1 of 2026, and Secretary McMahon, myself, Assistant Secretary Barker, and the entire Department team are fully committed to meeting this deadline. Once again, I want to thank you for helping us reach this important milestone, and we look forward to the lasting, positive impact that it will have on our students, our families, and the workforce for years to come ahead. Thank you.

MS. ABERNATHY: Thank you, Undersecretary Kent. What a tremendous support he has been for us this week. Yes? Yes? I thought so. All right. On behalf of the Deputy Assistant Secretary, Jeffrey Andrade, Jacob Lallo, our program attorney, and I, your federal negotiator, thank you. We want to thank our public for their participation in the room, in the constituency groups, and virtually. And thank you all for the -- for teaching us an abundance of patience. We appreciate that. Let's take a few minutes to show our appreciation for our conference and event management team, the technical staff, the staff in the office of the Undersecretary, Office of the General Counsel, Natasha, Katya, John, the staff, Aaron, Aaron, the staff and the Policy, Planning, and Innovation Division, which is this guy over here's division, the administrative and

auxiliaries team, Val, Margo, Amy, my team, the Policy Coordination Group, whoo! Oh, sorry. Dennis, Linnea, Michael, Renee. Our friends from the Office of Federal Student Aid, including our very own Batman, Eric Hardy, along with many others across the Department who have worked hard to coordinate efforts and deliverables for these negotiated rulemaking activities. As you've heard, the next steps are my team gets to start drafting this notice of proposed rulemaking. So you see the guy, Renee, back there, and the other guy, Michael, back there? We were lucky enough to have two additional team members on detail with us to help us get through the negotiations. And one is going somewhere else, and the other is going back to her job in the Federal Student Aid Division. So I want to specifically thank them for stepping up and stepping in and making it happen. They've worked really hard. So we will send you the updated information that we just talked about today. We will also send you, before we publish the notice of proposed rulemaking, the consensus language that we agreed upon today. Monitor the website for additional information. You know, I haven't been doing this, this part of the work for very long. But I have to echo our Undersecretary's remarks when they said this has been one of the best committees I've ever seen. I've been around for a long time, started when I was two,

and I've seen and witnessed many negotiations from afar, participated when I worked in the Office of Federal Student Aid, and now really participating when I'm in the Office of Postsecondary Education. Thanks for making it fun. Thanks for proving to me that we can make a difference, that we can come together, put our differences aside, work collectively, and answer the call that we were given when our Undersecretary told us to rise and take the call and take action. You did that. Thank you. Now, Annmarie, we couldn't do it without you. So, thank you. We appreciate all the many ways you've tried to herd us all around this whole week, and your patience has been incredible to watch. And I hope one day I can be that patient because no, I'm not. But on behalf of everything this week and reaching consensus, go home, celebrate, enjoy. Safe travels. We really appreciate you, and I hope that we keep in touch.

MS. WEISMAN: Thank you all again. I really appreciated working with each of you. And to those who are traveling outside of the DC area, please be safe going home. And thanks to those who tuned in for the live stream, we really appreciate your presence as well. Have a good evening.

MS. ABERNATHY: ED team, we are meeting in a huddle. Sorry.