

**INTRA-AGENCY AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS
AND THE UNITED STATES DEPARTMENT OF EDUCATION, OFFICE OF FEDERAL STUDENT AID**

Introduction

The United States Department of Education (Department or ED) Office for Civil Rights (OCR) and office of Federal Student Aid (FSA) are committed to working collaboratively and efficiently to ensure that institutions that participate in the Federal Student Financial Aid programs comply with their obligations under federal civil rights laws.

To that end, and consistent with the charge to advance racial equity and support for underserved communities through the federal government in Executive Orders 13985 and 14091, OCR and FSA enter into this Intra-agency Agreement (Agreement). This Agreement addresses the collaborative intra-agency effort to vigorously enforce Title VI of the Civil Rights Act of 1964 (Title VI)—which prohibits all recipients of federal financial assistance from discriminating on the basis of race, color, or national origin—as well as ensure that each institution of higher education (institution) participating in the Federal Student Financial Aid programs complies with the terms of its Program Participation Agreement (PPA), which requires compliance with Title VI and other federal civil rights laws.

Accordingly, OCR and FSA will share information related to Title VI administrative and litigative enforcement, compliance reviews, regulations, and policy guidance. However, FSA is not authorized under the Internal Revenue Code to disclose Federal Tax Information received from the Internal Revenue Service for purposes related to this Agreement. While this Agreement addresses only OCR's enforcement of Title VI and FSA's enforcement of the terms of institutions' PPAs, OCR and FSA recognize the immeasurable value of transparency, communication, and collaboration and shall continue to confer in all areas of their shared enforcement authority to protect students in institutions from discrimination.

I. Background and Purpose

- A. This Agreement is entered into between OCR and FSA (collectively, "the Parties").
- B. OCR, led by its Assistant Secretary for Civil Rights, exercises all functions previously administered by or with respect to the Office for Civil Rights at the Department of Health, Education, and Welfare (20 U.S.C. §§ 3413(a), 3441(a)(3)). This includes but is not limited to OCR authority to directly enforce Title VI against recipients of federal financial assistance from the Department through complaint investigations and compliance reviews. OCR has primary responsibility for prompt and vigorous enforcement of Title VI against any educational program or activity that receives financial assistance from ED (20 U.S.C. § 2000d-1; 34 C.F.R. § 100.1).
- C. FSA, which is part of the Department (20 U.S.C. § 1018) and led by its Chief Operating Officer, implements and operates the Federal Student Financial Aid programs authorized by the Higher Education Act of 1965, as amended. FSA oversees institutional participation in the programs and enforces the terms of institutions' PPAs (20 U.S.C. § 1094), which include the institutions' agreement to comply with Title VI.
- D. Recognizing that effective cooperation is important to protect all persons from discrimination, the Parties hereby enter into this Agreement to provide consistent and robust enforcement and implementation of Title VI, increase transparency, and prevent duplication of efforts.

II. Coordination between OCR and FSA

In light of the overlapping jurisdiction of the Parties over institutions that participate in the Federal Student Financial Aid programs, OCR and FSA agree to the following:

- A. It is the goal of both Parties to regularly share with one another information related to actions, investigations, or compliance reviews that involve allegations of discrimination on the basis of race, color, or national origin in matters related to recruitment, admissions, and awarding of financial aid to vigorously enforce Title VI and other federal civil rights laws as well as ensure that each institution complies with its PPA.
- B. Both Parties shall, as appropriate given the resources of the Parties and their respective missions, and to the extent permitted under applicable law and agency policy and consistent with the goals of prompt and effective resolution of complaints and compliance reviews, seek to:
 - i. identify the next steps needed to implement this goal; and
 - ii. minimize duplication of effort; coordinate the course of their respective investigations and reviews; share information and participate jointly in the investigation and review where appropriate; and coordinate any resolution resulting from the investigation and review, including any appropriate remedies.
- C. Staff from each Party assigned to the complaint or compliance review may communicate directly on matters related to the complaint or compliance review. The Parties agree that sharing information will not constitute a waiver of any available privileges and that each Party will use processes that seek both to preserve its respective privileges and to allow information and documents to be shared with the other Party consistent with applicable law.
- D. If FSA obtains information suggesting that an institution is not complying with an existing Title VI obligation (including an obligation created by court order, consent decree, voluntary resolution agreement, or settlement agreement), FSA will share that information with OCR in an appropriate manner to the extent permitted under applicable law and agency policy.
- E. The Parties shall meet regularly, as appropriate, to coordinate all matters that involve discrimination by institutions on the basis of race, color, or national origin on issues related to recruitment, admissions, and awarding of financial aid. Both Parties shall identify a point of contact for coordination purposes. The OCR point of contact is the Deputy Assistant Secretary for Enforcement, the Enforcement Directors, or a designee. The FSA point of contact is the Director of Stakeholder Engagement or a designee.
- F. OCR and FSA will confer on anticipated or draft regulations, policy, and guidance documents that relate specifically to discrimination in recruitment, admissions, or financial aid on the basis of race, color, or national origin.
- G. OCR and FSA will seek to coordinate their public outreach and technical assistance efforts, as possible and appropriate, to maximize dissemination of information to the public regarding discrimination on the basis of race, color, or national origin, including OCR's and FSA's related enforcement and policy efforts.
- H. To the extent reasonably practicable, and at such times and places as might be mutually agreeable, each Party to this Agreement will offer to the other (or work jointly to provide) training and technical assistance to improve understanding of each Party's enforcement of Title VI and related policy activities, as well as the procedures and policies, or any other matters of mutual interest.

III. Additional Information Sharing from OCR to FSA

When there appears to OCR to be a failure or threatened failure of a recipient to comply with Title VI or an existing Title VI resolution agreement between a recipient and OCR, and if the noncompliance or threatened noncompliance cannot be corrected by informal means, OCR may, as appropriate and to the extent permitted under applicable law and agency policy, share information about the matter with FSA’s point of contact, with a copy to FSA’s Administrative Actions and Appeals Service Group Director, with a recommendation that FSA consider taking action, which may include placing the institution on a provisional PPA or a subpart G action (34 C.F.R. § 668.84(a)(1)(i)).

IV. Other Provisions

- A. Nothing in this Agreement is intended to conflict with existing laws, regulations, or other guidance binding on OCR or FSA. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- B. Nothing in this Agreement diminishes either Party’s authority to investigate and resolve complaints that fall within its jurisdiction.
- C. This Agreement does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any individual or organization against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

V. Effective Date

This Agreement will take effect upon the date of the last signature of the approving officials appearing below.

VI. Modification

This Agreement may be modified by the mutual, written consent of the Parties.

VII. Review

The Parties agree to review the Agreement within two (2) years of the effective date to determine whether any modifications are necessary to more effectively accomplish the goals of the Agreement. Failure to conduct a review, however, will not result in the termination of this Agreement.

VIII. Termination

This Agreement will remain in effect unless terminated by either Party upon fourteen (14) days written notice to the other Party.



Catherine E. Lhamon
Assistant Secretary
Office for Civil Rights
U.S. Department of Education

July 29, 2024

Date



Denise Carter
Principal Deputy Chief
Operating Officer
Federal Student Aid
U.S. Department of Education

July 29, 2024

Date