UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF HEARINGS AND APPEALS
OFFICE OF ADMINISTRATIVE LAW JUDGES
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In the Matter of

Palmetto Beauty School,

Docket No. 22-50-SP

Federal Student Aid Proceeding
PRCN: 2022-3-04-30511

Respondent.

Appearances: Theodore Conrad III, President, for the Palmetto Beauty School

Christle Sheppard Southall, Office of General Counsel, for Federal Student Aid, U.S. Department of Education

Before: Daniel J. McGinn-Shapiro, Administrative Law Judge

DECISION[1]

Palmetto Beauty School (PBS) is a proprietary postsecondary institution which closed on February 5, 2021.[2] The school is appealing liability assessed in the U.S. Department of Education's ("Department") Final Program Review Determination ("FPRD") dated August 5, 2022. Until it closed in February 2021, PBS participated in student financial assistance programs authorized by Title IV of the Higher Education Act of 1965, as amended (Title IV).[3] Within the Department, the office providing oversight over these programs is the Office of Federal Student Aid (FSA). In the FPRD, FSA assessed a liability against PBS in the amount of $193,914, which

[1] This decision is an initial decision pursuant to 34 C.F.R. § 668.118.
[2] Final Program Review Determination (Aug. 5, 2022) (hereafter FPRD) at 3.
[3] 20 U.S.C. § 1070 *et seq.*

represents Title IV program funds disbursed during the 2019-2020 and 2020-2021 award years.[4] This liability was based on two findings. Finding 1 assessed liability for seven loan discharges that were granted after PBS closed (closed school discharges).[5] Finding 2 assessed liabilities for PBS's failure to submit an audit upon closing.[6] On September 15, 2022, PBS filed a timely appeal and attached a close-out audit with its appeal.[7] A copy of the audit was also submitted to the Department on September 8, 2022 by certified public accountant who completed the audit.[8] On November 14, 2022, FSA officially sent an email to PBS notifying the school that the liability for Finding 2 had been removed from the FPRD.[9] Counsel for FSA also informed PBS on November 4, 2022 that, for the purposes of the FPRD, FSA was seeking to collect only the liabilities of $45,707.00 for closed school loan discharges in Finding 1. On November 7, 2022, PBS notified FSA that it wished to proceed with its appeal of Finding 1.[10] Therefore, at issue in this matter is Finding 1 of the FPRD. Regarding Finding 1, PBS has failed to demonstrate that it is not liable for six of the seven loans that were discharged after the school's closing.

Facts and Procedural History

On February 5, 2021, PBS closed and became ineligible to participate in Title IV programs, including the William D. Ford Federal Direct Loan (Direct Loan) Program.[11] Seven students timely applied for loan discharges of their Direct Loans.[12] Every one of those students indicated in their loan discharge applications that their last day at PBS was in either January or February

[4] FPRD at 7.
[5] FPRD at 3-4.
[6] FPRD at 5-6.
[7] Brief of Federal Student Aid (hereafter FSA Brief) at 2.
[8] ED Ex. 3 at 3.
[9] ED Ex. 3 at 2; FSA Brief at 2.
[10] ED Ex. 4 at 2.
[11] FPRD at 3; 34 C.F.R. §§ 668.26(a) and 685.300(a)(1).
[12] ED Exs. 5-11; *see also* FPRD at 3 (noting that the students were "permitted to apply for Direct Loan discharges," and citing to 34 C.F.R. § 685.214, which governs closed school discharges of Ford Federal Direct Loan Program loans).

2021.

FSA conducted an off-site program review of PBS,[13] and issued a program review report (PRR).[14] FSA, in the PRR, noted that PBS closed and, as a result of the closure, the school lost eligibility for Title IV program funds on that date.[15] FSA made two findings, one of which, Finding 1, assessed a liability to reimburse FSA for the loan discharges of Direct Loans granted to former PBS students who applied for discharges around the time the school closed. Specifically, in the PRR, FSA noted that it had approved Direct Loan discharges for seven students totaling $45,707.[16] PBS did not respond to the PRR, and in the FPRD, FSA reaffirmed its claim that PBS owed the $45,707 in liability for Finding 1.

PBS filed an Appeal, challenging the findings and liabilities assessed in the FPRD (Appeal).[17] After I was assigned to preside over this matter, I issued an Order Governing Proceedings. The Order provided PBS the opportunity to file an initial brief supplementing the initial appeal request and basis for its argument. The Order also stated that if PBS did not choose to file an initial brief, its Appeal would be treated as PBS's initial brief. PSB did not file an initial brief, and so its Appeal serves as its initial brief.

A. PBS's Appeal

In its Appeal, PBS contends that it did not receive the PRR.[18] PBS further notes that when the school closed, it gave each student their transcript and informed each student that, although PBS did not have a formal teach out agreement, the student could continue their course of study at another institution. According to PBS, the Academy of Hair Technology offered to accept the

[13] FPRD at 3.
[14] ED Ex. 1 at 2, 14.
[15] Program Review Report (May 4, 2022) (hereafter PRR) at 3.
[16] PRR at 4.
[17] Respondent's Appeal (Sept. 15, 2022) (hereafter Appeal) at 1.
[18] Appeal at 1.

PBS students' transcripts and allow the students to complete their studies there.[19] PBS also asserted that it entered into another informal agreement with a different school that was unaccredited. PBS noted that it had participated in a similar informal agreement to accept students who had attended other schools that had closed in prior years.[20] PBS asserted that all seven students who applied for loan discharges were notified of the informal agreements with the two schools.[21]

B. FSA's Response Brief

The Department first argues that PBS has not met its burden of showing that it is not liable for the discharges of the seven students at issue. More specifically, FSA contends that the loans were properly discharged because each of the seven students "certified by sworn statement" that they: (1) were "unable to complete the education program at PBS due to the closure of the school;" (2) did not "complete the programs of study at PBS prior to its closure;" and (3) "did not complete the educational programs at another institution."[22] FSA asserts that based on this evidence, it correctly discharged the loans pursuant to 34 C.F.R. § 685.214(a)(1), the regulation addressing closed school discharges of Direct Loans. The Department argued that PBS has not produced evidence that disputes the liability assessed to repay the Department for those discharges.[23]

FSA contends that because the Department has established its prima facie case for liability, PBS has the ultimate burden to prove that the assessment of liability was improper and that the school complied with program requirements, which it has not done. Specifically, the Department notes that, to participate in Title IV programs, PBS was required to enter into a program

[19] Appeal at 1-2.
[20] Appeal at 2.
[21] Appeal at 2.
[22] FSA Brief at 5.
[23] *Id*.

participation agreement, and by doing so, PBS agreed to abide by Title IV program laws and agreements. One such agreement FSA highlights is that as part of the Direct Loan program, PBS agreed to accept financial responsibility for losses incurred by the Department for discharges under, among other regulations, 34 C.F.R. § 685.214, the regulation governing closed school discharges of Direct Loans.[24] FSA also notes that another regulation[25] explicitly provides that one remedial action available to the Department under the Direct Loan program is to collect the repayment of funds when the school's actions give rise to a closed school loan discharge.[26] FSA argues that with PBS's closure caused the Department to incur an obligation to discharge the loans of eligible students. Furthermore, FSA asserts that the regulations governing Title IV program loans are intended to protect federal fiscal interests and holding PBS liable is necessary to minimize the Department's debt.[27]

Finally, the Department responds to PBS's claim that the seven students should not have had their loans discharged because the students were informed of the informal teach-out agreements with two schools. FSA first notes that informal teach-out agreements do not meet the regulatory requirements of a "teach-out".[28] FSA also asserts that even if there were proper formal teach out agreements in place, students may still have their loans discharged if they choose not to complete their education at another school.[29] FSA asserts that, because the students provided sufficient sworn statements, the students were eligible for and did properly receive loan discharges.[30] The Department contends that PBS did not argue or provide evidence that the seven students were ineligible for loan discharges or to otherwise deny liability. FSA, therefore, asserts

[24] FSA cites to 34 C.F.R. § 685.300(a)(12) for this agreement.
[25] FSA cites to 34 C.F.R. § 685.308(a)(3).
[26] FSA Brief at 6.
[27] FSA Brief at 7-8.
[28] FSA Brief at 8-9.
[29] FSA Brief at 9.
[30] FSA Brief at 9-10.

that the liability in Finding 1 should be affirmed.

With its brief, FSA submitted multiple exhibits, including copies of the seven closed school loan discharge applications.

C. PBS's Reply Brief

The Order Governing Proceedings provided PBS the opportunity to file a reply brief on or before January 9, 2023. PBS, however, elected not to file a reply brief.

D. Department's Supplemental Briefing

On March 28, 2023, I issued an order to the Department directing it to supplemental the file by addressing two issues. First, the Department was ordered to provide a list of the first disbursement date for each student loan at issue in Finding 1. Second, the Department was ordered to provide a complete blank copy of the version of Form 1845-0058 that was used by Student 3 or the complete application from Student 3. On April 10, 2023, FSA timely submitted its response.

Issue

The issue to be addressed is:

1. **Whether PBS has shown that Federal Student Aid improperly discharged the Direct Loans of seven students and the liabilities assessed in Finding 1 should not be accepted.**

Summary of Decision

The evidence submitted sufficiently demonstrates that six of the seven former students of PBS properly filed loan discharge requests. The record, however, shows that one student's discharge application did not satisfy the requirements of 34 C.F.R. § 685.214, and the Department did not properly discharge that student.

Statement of Law

As the institution requesting a review of the FPRD, PBS has the burden of proving that its

disallowed expenses were proper and that it complied with the program requirements.[31] This tribunal's review is then limited to determining whether FSA's determination in the FPRD "was supportable, in whole or in part."[32]

20 U.S.C. § 1087 provides for the discharge of FFEL loans. The statute alone does not provide for the discharge of the Direct Loans at issue in this case. 20 USC 1087e(a), however, states that, "[u]nless otherwise specified" in the statute governing Direct Loans, Direct Loans "shall have the same terms, conditions, and benefits . . . . as [among others, FFEL] loans made to borrowers, and first distributed on June 30, 2001." In short, the combination of the two statutes provides the statutory authority for the discharge of the Direct Loans at issue in this matter.[33]

Implementing the statutes, the Department promulgated 34 C.F.R. § 685.212(d) to provide for closed school discharges of Direct Loans. The Department issued 34 C.F.R. § 685.214 to specifically address closed school discharges of Direct Loans.

34 C.F.R. § 685.214 establishes the criteria for a student to be eligible for a closed school discharge. For all loans issued after January 1, 1986, the student or borrower must submit sworn statements making certain affirmations, including (1) that the student did not complete the program of study at the closing school "because the school closed while the student was enrolled," or the student withdrew from the school not more than 120 days, if the loan was first disbursed between January 1, 1986 and before July 1, 2020, or 180 days before the school closed if the loan was first disbursed on or after July 1, 2020; and (2) that the student did not "complete the program of study through a teach-out at another school or by transferring academic credits or hours earned at the closed school to another school." [34]

[31] 34 C.F.R. §§ 668.116(d)(1)-(2).
[32] 34 C.F.R. § 669.118(b).
[33] All seven loans at issue in the matter were first disbursed after 2001. *See* ED Exs. 12-18.
[34] *See* 34 C.F.R. § 685.214(c).

The history of the regulation demonstrates that the Department intended students to have the option whether to participate in a teach-out program or discharge their loans when the school closed.[35] During amendments to 34 C.F.R. § 685.214, the Department stated that the goals of the amendments included the intention to:

> Revise the Direct Loan program's closed school loan discharge regulations to specify that if offered a teach-out opportunity, **the borrower may select that opportunity or may decline it at the beginning of the teach-out**, but if the borrower accepts it, he or she will still qualify for a closed school discharge only if the school fails to meet the material terms of the teach-out plan or agreement approved by the school's accrediting agency and, if applicable, the school's State authorizing agency [and]
>
> Affirm that in instances in which a teach-out plan is longer than 180 days, a borrower who declines the teach-out opportunity and does not transfer credits to complete a comparable program, continues to qualify, under the exceptional circumstances provision, for a closed school loan discharge[36]

Later in the same document, the Department states that "students should have the option to pursue a closed school loan discharge by submitting an application, transfer to another institution, or accept the teach-out plan offered by their institution, which may include a teach-out plan offered by the closing institution or a plan from a teach-out partner."[37] The Department has made clear that, when a school closes, a student may decide to apply for a loan discharge and not to take advantage of a teach-out agreement or otherwise continue their education elsewhere.

Analysis

Pursuant to 34 C.F.R. § 685.214 a closed school loan discharge may be granted for a Direct Loan only if the student submits a sworn statement confirming certain facts.

[35] *In re College of Visual Arts*, Dkt. No. 15-05-SP, U.S. Dep't of Educ. (July 20, 2015) at 4.
[36] 84 Fed. Reg. 49788, 49790-49791 (Sept. 23, 2019) (emphasis added).
[37] 84 Fed. Reg. 49788, 49846 (Sept. 23, 2019).

A. First Certification

The regulation requires that, to be eligible for a closed school discharge, the student or borrower must certify that they received the proceeds of the loan, in part or in whole, on or after either January 1, 1986, or July 1, 2020. [38] The sworn discharge applications that the Department submitted do not specifically address this question. The applications, however, all state that the students attended PBS in 2019, 2020, or 2021.[39] To be eligible for a Direct Loan, a student must be enrolled or accepted for enrollment in a school participating in the Direct Loan program.[40] It necessarily follows that the sworn applications confirm that the proceeds were received after 1985.

B. Second and Third Certifications

There are two other certifications that all students applying for a closed school Direct Loan discharge must make. One is that the student did not complete the program of study at the closing school "because the school closed while the student was enrolled," or that the student withdrew from the school not more than 120 days, if the loan was first disbursed between January 1, 1986 and before July 1, 2020, or 180 days before the school closed, if the loan was first disbursed on or after July 1, 2020. The second sworn assertion is that the student did not "complete the program of study through a teach-out at another school or by transferring academic credits or hours earned at the closed school to another school."[41] All seven students submitted sworn statements with these affirmations.

In its appeal, the only argument PBS raises against an obligation to refund FSA for the seven loans discharged is that PBS entered an informal teach-out plan and notified the seven students of that plan. This tribunal addressed nearly this exact defense to repayment in the context

[38] *See* 34 C.F.R. § 685.214(c)(1)(i)(A); 34 C.F.R. § 685.214(c)(2)(i)(A).
[39] *See* ED Ex. 5 at 2; ED Ex. 6 at 2, ED Ex. 7 at 2, ED Ex. 8 at 2, ED Ex. 9 at 2, ED Ex. 10 at 2, and ED Ex. 11 at 2.
[40] *See* 34 C.F.R. §§ 685.200(a)(i), (a)(ii), (b)(i), (b)(ii), and (c)(2)(i); 34 C.F.R. § 668.32(a)(1)(i)).
[41] *See* 34 C.F.R. § 685.214(c).

of FFEL loans in *In re College of Visual Arts*.[42] In that case, the school closed and entered into a formal teach-out plan.[43] Some students elected not to transfer to another school, but rather requested discharge of their loans. The College of Visual Arts argued that it should not be liable for closed school discharges because it was not the cause in fact for the students' failure to complete their programs of study.[44] Specifically, the school argued that it had entered into a teach-out agreement that gave the students the opportunity to complete their programs of study despite the school's closing.[45]

The decision in that case thoroughly addressed the question, stating:

> A student may choose not to participate in a teach-out and transfer program for any reason. The Secretary's conviction that a student can choose not to take part in a teach-out and transfer arrangement supports the notion that a student is in a unique position to determine whether a new program at another school is acceptable. If a student decides not to participate in an available teach-out and transfer arrangement, Title IV allows that student to alternatively request that the Secretary relieve [their] loan liabilities.[46]

The loans at issue in this matter are Direct Loans and not FFEL loans. 34 C.F.R. § 682.402(d) provides for closed school discharges of FFEL loans. 34 C.F.R. §§ 685.212 and 685.214 similarly provide for closed school discharges of Direct Loans. The reasoning from *College of Visual Arts* equally applies to Direct Loans – that the student is in the unique position to decide the best choice for their own education in response to the school's closing. The statute providing for closed school discharges of Direct Loans is a statute referencing closed school discharges of FFEL loans, so Congress clearly signaled that it wanted closed school discharges of the two types of loans treated the same. Finally, the regulation explicitly states that a closed school loan may be granted if the

[42] Dkt. No. 15-05-SP, U.S. Dep't of Educ. (July 20, 2015)
[43] *Id*. at 1-2.
[44] *Id*. at 2-3.
[45] *Id*. at 3.
[46] *Id*. at 7 (internal citations omitted)

student certifies, among other assertions, that they did not "complete the program of study through a teach-out at another school or by transferring academic credits or hours earned at the closed school to another school."[47] The regulation does not require the student to certify that they were not offered the opportunity to transfer. In this case, all seven former PBS students signed applications attesting that they did not complete their studies through a teach-out agreement or by transferring schools.[48]

C. Fourth Certification

For those Direct Loans first disbursed on or after July 1, 2020, an additional certification is required relating to teach-out programs. Specifically, students or borrowers must certify that they have "not accepted the opportunity to complete, or is not continuing in, the program of study or a comparable program through either an institutional teach-out plan performed by the school or a teach-out agreement at another school, approved by the school's accrediting agency and, if applicable, the school's State authorizing agency."[49] In other words, in addition to swearing that the student ***has not*** completed their studies at another school, for students who first were disbursed Direct Loans beginning in July 2020, the students or borrowers must affirm that the student has not agreed to a program where they ***will*** complete their studies in the future.

Six of the seven students made a sworn representation regarding not accepting an opportunity to participate in the teach-out program.[50] Although Student 9124 made multiple sworn representations in the discharge application,[51] the Student did not represent that they had not accepted an opportunity to complete the student's studies at another institution.

[47] 34 C.F.R. §§ 685.214(c)(1)(i)(C) and 685.214(c)(2)(i)(C).
[48] *See* ED Ex. 5 at 4; ED Ex. 6 at 4, ED Ex. 7 at 3, ED Ex. 8 at 4, ED Ex. 9 at 4, ED Ex. 10 at 4, and ED Ex. 11 at 4.
[49] 34 C.F.R. § 685.214(c)(2)(ii).
[50] *See* ED Ex. 5 at 4; ED Ex. 6 at 4; ED Ex. 8 at 4; ED Ex. 9 at 4; ED Ex. 10 at 4; and ED Ex. 11 at 4.
[51] *See* ED Ex. 7 at 3.

In Exhibit 14, the Department indicated that the earliest disbursement of a Direct Loan to Student 9124 was made on November 18, 2020, which was after July 1, 2020. The lack of a sworn attestation from that student that they had not accepted an opportunity to complete their studies at another school means that the student did not meet the requirements for a closed school loan discharge under 34 C.F.R. § 685.214.

D. Fifth Certification

For those students whose loans were first disbursed before July 1, 2020, they must also issue sworn statements that "[s]tate whether the borrower (or student) has made a claim with respect to the school's closing with any third party . . . and, if so, the amount of any payment received by the borrower (or student) or credited to the borrower's loan obligation."[52] All seven students signed closed school loan discharge applications that included question number 19 which read, "Have you (or the student) requested or received a refund or payment from the close school or any third party . . . or any loan that you are requesting be discharged?[53] The requests also provided that if the student answered yes to question 19, the student must then provide the name and contact information of the third party, the amount and status of the claim, and the amount received from the third party.[54]

Question 19 provides three options: (1) yes; (2) no; and (3) "Don't Know." Two student-applicants, Students 5066 and Student 9124, both selected that they did not know.[55] This is not a sworn statement meeting the requirements of the regulation to state whether the borrower has made a claim. The Department's Exhibits 12 and 14, however, state that both of these students' Direct Loans were not disbursed before July 1, 2020. Therefore, those students did not need to submit a

[52] 34 C.F.R. §§ 685.214(c)(1)(ii) and 685.214(c)(2)(i)(C).
[53] *See* ED Ex. 5 at 3; ED Ex. 6 at 3; ED Ex. 7 at 3; ED Ex. 8 at 3; ED Ex. 9 at 3; ED Ex. 10 at 3; and ED Ex. 11 at 3.
[54] *Id*.
[55] *See* ED Ex. 5 at 3 and ED Ex. 7 at 3.

sworn statement whether they made a claim with a third party for funds towards the discharged loans. In summary, none of the closed school loan discharge applications at issue failed to meet the requirements of the regulation to certify whether the student or borrower made a claim with a third party.

E. Sixth Certification

For Direct Loans that were first disbursed before July 2020, the students were required to include in their sworn statements that the student or borrower would cooperate with the Department in enforcement actions and provide necessary documentation to the Department to support the student's or borrower's eligibility for a loan discharge.[56]

All seven students signed and dated Form 1845-0058.[57] That form explicitly states that the borrowers or students would provide the documentation and cooperation as required by the regulation.[58] By signing the forms, the student met this regulatory requirement.

Findings of Fact and Conclusions of Law

1. PBS participated in Title IV programs, including the Direct Loan program.

2. The Parties agreed to dismiss the liability assessed in Finding 2.

3. PBS had a duty to disburse and administer Title IV funds in accordance with the program requirements.

4. One such requirement is that if a student is unable to complete their degree because the school closes, the student may apply for a discharge of their Direct Loan and PBS must reimburse FSA if that discharge is properly granted.

5. The evidence submitted in the case demonstrates that all students met the requirement to make a sworn statement that they received the proceeds from the Direct Loan in whole or part on or after January 1, 1986.

[56] 34 C.F.R. §§ 685.214(c)(1)(iii).
[57] *See* ED Ex. 5 at 2, 4; ED Ex. 6 at 2, 4; ED Ex. 7 at 2, 3; ED Ex. 8 at 2, 4; ED Ex. 9 at 2, 4; ED Ex. 10 at 2, 4; and ED Ex. 11 at 2, 4.
[58] *See* ED Ex. 5 at 4, 5; ED Ex. 6 at 4; ED Ex. 7 at 3; ED Ex. 8 at 4; ED Ex. 9 at 4, 5; ED Ex. 10 at 4, 5; ED Ex. 11 at 4, 5; ED Ex. 19 at 4.

6. The evidence submitted in the case demonstrates that all students met the requirement to make a sworn statement that they did not complete the program of study at PBS because "the school closed while the student was enrolled," or that student withdrew from the school not close enough in time to the closing of the school and that the student did not "complete the program of study through a teach-out at another school or by transferring academic credits or hours earned at the closed school to another school."

7. Six of the students at issue in Finding 1 properly attested that they had not accepted the opportunity to complete their academic program at another institution. Student 9124 did not provide this required sworn representation.

8. All seven students either properly provided a sworn representation whether they made a claim to a third party relating to PBS's closing or were not required to make such an attestation.

9. All seven students at issue in Finding 1 met the requirement to swear that they would provide necessary documentation and cooperation with the Department.

Order

Based on the foregoing findings of fact and conclusions of law, it is **HEREBY ORDERED:**

1. Finding 2 is dismissed by agreement of the parties.

2. The liabilities assessed in Finding 1 are established with regards to Students 0049, 5066, 8484, 5675, 8647, and 9450.

3. The evidence submitted in this matter does not establish that Student 9124 submitted a sufficient sworn statement required to be eligible for a closed school Direct Loan discharge. The liabilities assessed in Finding 1 for that student, totaling $4,750, are not established.

4. PBS must return $40,957 to the Department to reimburse for properly granted closed school Direct Loan discharges.

_____
Daniel J. McGinn-Shapiro
Administrative Law Judge

Dated: April 20, 2023

NOTICE OF DECISION AND APPEAL RIGHTS-SUBPART H

This is the initial decision of the hearing official pursuant to 34 C.F.R. § 668.118. The regulation does not authorize motions for reconsideration. The following language summarizes a party's right to appeal this decision as set forth in 34 C.F.R. § 668.119.

An appeal to the Secretary shall be in writing and explain why this decision should be overturned or modified. A party appealing the decision may submit proposed findings of fact or conclusions of law to the Secretary. If a party submits proposed findings of fact, then the findings must be supported by admissible evidence that is already in the record, matters that may be given official notice, or stipulations of the parties. Neither party may introduce new evidence on appeal. An appeal must be filed within 30 days from receipt of this notice and decision. If an appeal is not timely filed, by operation of regulation, the decision will automatically become the final decision of the Department.

An appeal to the Secretary shall be filed in the Office of Hearings and Appeals (OHA). The appeal shall clearly indicate the case name and docket number. The appealing party shall provide a copy of the appeal to the opposing party, simultaneously with its filing of the appeal. The opposing party will then have 30 days to file its response to the appeal to the Secretary and shall provide a copy of its response to the party who appealed the decision, simultaneously with its filing of the response.

A registered e-filer may file the appeal via OES, the OHA's electronic filing system. Otherwise, appeals must be timely filed with OHA by U.S. Mail, hand delivery, or other delivery service. Appeals filed by mail, hand delivery, or other delivery service shall be in writing and include the original submission and one unbound copy addressed to:

Hand Delivery or Overnight Mail*

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U.S. Department of Education
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