

Congress of the United States
Washington, DC 20510

June 4, 2019

Kim S. Phipps
President
Messiah College
One College Avenue
Mechanicsburg, Pennsylvania 17055

Dear President Phipps:

Following reports indicating that the U.S. Department of Education (“the Department”) is exploring a federal experiment with Income Share Agreements (ISAs) in federal higher education programs, we are writing to learn more about your institution’s ISA program and any evaluations you have undertaken to determine whether these plans are in the best interest of students.¹

We are concerned about ISAs because, like private student loans and many other types of debt, the terms of ISA contracts can be predatory and dangerous for students, and ISAs have received little federal oversight. ISAs carry many common pitfalls of traditional private student loans – with the added danger of opaque terms and conditions that allow deceptive rhetoric and marketing that can obscure their true nature. ISAs can also include some of the most exploitative terms in the private student loan industry, including mandatory arbitration agreements and class action bans.² Not to mention, given that most federal student loans are eligible for loan cancellation after 20 or 25 years, borrowers of ISA-structured loans can pay much more over the term of the loan than they would with a federal student loan.

Given these risks to student borrowers, we hope that colleges are taking the appropriate steps to evaluate whether ISAs are in the best interest of students, and write to seek documents and information about your efforts to do so for your students. We, therefore, request the following documents and answers by June 24, 2019:


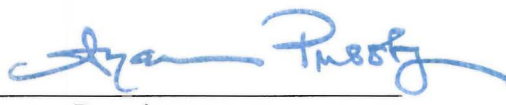
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2. Please provide a copy of all of your institution’s ISA contracts with students.

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6. Has your institution conducted any analysis of the program's benefit and risk to students? If so, please provide any analysis.
7. Please provide copies of all promotional materials targeted to students regarding the ISA program.
8. Has your institution had discussions or communications with the Department of Education regarding the use of federal programs to conduct experiments with ISAs? If so, please describe these communications, and provide a copy of any electronic communication, memoranda, or other document sent to or from Department officials or Department contractors.

Sincerely,


Elizabeth Warren
United States Senator
Ayanna Pressley
Member of Congress

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Katie Porter
Member of Congress

Congress of the United States
Washington, DC 20510

June 4, 2019

Anthony G. Collins
President
Clarkson University
8 Clarkson Avenue
Potsdam, New York 13699

Dear President Collins:

Following reports indicating that the U.S. Department of Education (“the Department”) is exploring a federal experiment with Income Share Agreements (ISAs) in federal higher education programs, we are writing to learn more about your institution’s ISA program and any evaluations you have undertaken to determine whether these plans are in the best interest of students.¹

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Elizabeth Warren
United States Senator
Ayanna Pressley
Member of Congress

Katie Porter

Katie Porter
Member of Congress

Congress of the United States
Washington, DC 20510

June 4, 2019

Dr. Carrie Hauser
President
Colorado Mountain College
802 Grand Avenue
Glenwood Springs, Colorado 81601

Dear President Hauser:

Following reports indicating that the U.S. Department of Education (“the Department”) is exploring a federal experiment with Income Share Agreements (ISAs) in federal higher education programs, we are writing to learn more about your institution’s ISA program and any evaluations you have undertaken to determine whether these plans are in the best interest of students.¹

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Katie Porter
Member of Congress

Congress of the United States
Washington, DC 20510

June 4, 2019

Mitchell E. Daniels, Jr.
President
Purdue University
601 Purdue Mall
Hovde Hall, Room 200
West Lafayette, Indiana 47907

Dear President Daniels:

Following reports indicating that the U.S. Department of Education (“the Department”) is exploring a federal experiment with Income Share Agreements (ISAs) in federal higher education programs, we are writing to learn more about your institution’s ISA program and any evaluations you have undertaken to determine whether these plans are in the best interest of students.¹

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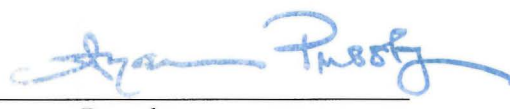
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Elizabeth Warren
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Congress of the United States
Washington, DC 20510

June 4, 2019

Ruth Watkins
President
University of Utah
201 Presidents Circle, Room 203
Salt Lake City, Utah 84112

Dear President Watkins:

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United States Senator



Ayanna Pressley
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Katie Porter
Member of Congress

Congress of the United States
Washington, DC 20510

June 4, 2019

Mark Volk
President
Lackawanna College
51 Vine Street
Scranton, Pennsylvania 18509

Dear President Volk:

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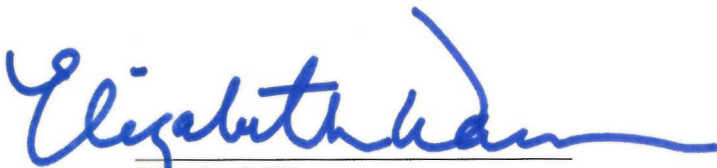
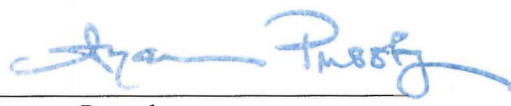
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Member of Congress

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Washington, DC 20510

June 4, 2019

Pradeep Khosla
Chancellor
University of California, San Diego
9500 Gilman Drive
La Jolla, California 92093

Dear Mr. Khosla:

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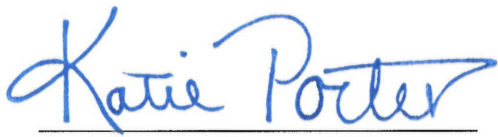
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