

## SETTLEMENT AGREEMENT

This Agreement is made between The University of Texas at Arlington (OPE ID #00365600) (UTA) and the United States Department of Education (Department), Federal Student Aid (FSA), acting through its Director, Administrative Actions and Appeals Service Group, and is effective when the last party executes this Agreement.

A. On April 2, 2013, the Department sent UTA a letter stating that the Department intended to fine UTA \$82,500 (hereafter "the proposed fine action") based on FSA's findings that UTA had failed to comply with the requirements of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the Clery Act) included in § 485(f) of the Higher Education Act of 1965, as amended.

B. The proposed fine action was based on a Final Program Review Determination (FPRD) issued by FSA on February 22, 2011. In the FPRD, FSA concluded that UTA improperly classified two offenses (an act of forcible fondling and an aggravated assault), which caused UTA not to include those offenses in its Annual Security Report and crime statistics to the Department for calendar year 2008. The FPRD also concluded that UTA inaccurately reported 27 arrest and disciplinary referral incidents. After receiving the FPRD, UTA revised its campus crime statistics to reflect FSA's findings.

C. On April 22, 2013, UTA appealed the proposed fine action and requested a hearing. The appeal was assigned to the Department's Office of Hearings and Appeals and docketed as In the Matter of The University of Texas at Arlington, Docket No. 13-08-SF. FSA and UTA filed briefs in accordance with the briefing schedule.

D. In its appeal, UTA acknowledged that the alleged acts of forcible fondling and aggravated assault were not originally included in its campus crime statistics, but presented evidence that, in good faith, it had concluded that the particular facts of these incidents, as recorded in the UTA police reports on the incidents, did not comport with the regulatory definitions of forcible fondling and aggravated assault. For purposes of this Agreement, the Department accepts UTA's representations.

E. By entering into this Agreement, FSA does not agree with or accept the legal or factual arguments included in the brief submitted by UTA to the hearing official. By entering into this Agreement, UTA does not agree with or accept the legal or factual arguments included in the brief submitted by FSA to the hearing official.

F. By entering into this Agreement, UTA and the Department agree to resolve the proposed fine action without any further administrative procedures.

G. Nothing in this Agreement constitutes an admission of liability or wrongdoing by UTA. UTA expressly denies any liability or wrongdoing. Solely for the purposes of this Agreement, the Department agrees that UTA presented evidence demonstrating that, in good faith, it concluded that its 2008 Clery Act campus crime statistics should not include Incidents #200805595 or 200809316. The Department also agrees that, to the best of its knowledge, no

UTA students or employees were endangered by UTA's original decision not to include these incidents in its 2008 campus crime statistics. The Department affirms that UTA's 2008 campus crime statistics, including Incidents #200805595 and 200809316, are not included on the Department's two official, primary sources for Clery Act statistics, the Department's College Navigator website and the Department's Campus Safety and Data Analysis Cutting Tool website.

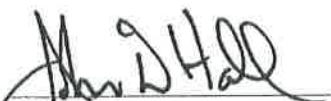
In consideration of the mutual covenants and conditions contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. UTA agrees to pay \$49,500 to the Department to resolve the proposed fine action. UTA will make the payment of \$49,500 at the time it provides the Department with a signed copy of this Agreement.
2. UTA withdraws its appeal of the proposed fine action. The Department and UTA agree that the proposed fine action is fully resolved. Moreover, the Department and UTA agree to file a joint motion to dismiss the pending appeal upon full execution of this Agreement and the Department's receipt of UTA's payment under this Agreement.
3. The Department agrees not to initiate further administrative action against UTA based on the FPRD issued on February 22, 2011.
4. UTA acknowledges that it will continue to take steps to comply with the Clery Act and ensure that all future Clery Act reports are accurate and complete.
5. This Agreement does not waive, compromise, restrict, or settle:
  - a. Any past, present, or future violation of the criminal or civil fraud laws of the United States.
  - b. Any presently pending or future action taken by the United States under the criminal laws or civil fraud laws of the United States.

The Department is not aware of any such actions pending against UTA based on the Clery Act issues addressed in this Agreement.

UTA and the Department each warrant that the undersigned representative is authorized to sign this Agreement on its behalf.

FOR THE UNIVERSITY OF TEXAS AT ARLINGTON



John D. Hall  
Vice President for Administration and Campus Operations  
The University of Texas at Arlington

Dated: 7-24-13

FOR THE UNITED STATES DEPARTMENT OF EDUCATION



Mary E. Gust  
Director  
Administrative Actions and Appeals Service Group  
Federal Student Aid  
U.S. Department of Education

Dated: 7/31/13