

SETTLEMENT AGREEMENT

This settlement agreement (the “Agreement”) is made by and between New England Law – Boston (“NELB”) (OPE ID: 00891600, TIN: 042152671, UEI: LKD3R6DLJKY8, RCN: INV-00891600-2023-13),¹ and the United States Department of Education, Federal Student Aid (“Department”), acting through the Director of the Administrative Actions and Appeals Service Group (“AAASG”), and is effective as of the latest date written below (the “Effective Date”). NELB and the Department are collectively referred to hereinafter as the “Parties,” and individually as a “Party.”

RECITALS

A. Institutions may only disburse funds pursuant to Title IV of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1070 *et seq.* (“HEA”) to students enrolled in programs at eligible institutions. For an institution to be eligible to disburse Title IV, HEA program funds, it must, among other requirements, be accredited or pre-accredited by a nationally recognized accrediting agency. 34 C.F.R § 600.4(a)(5)(i). Institutional accreditation provides Title IV eligibility to a school’s programs in accordance with the scope of the grant of authority provided to the institutional accrediting body by the Department of Education.

B. Under the approved scope of recognition from the Department of Education, the American Bar Association (ABA) serves as a programmatic accrediting agency for programs in legal education that lead to the first professional degree in law, including those offered via distance education. It also serves as an institutional accrediting agency for stand-alone law schools that are not connected to any other institution for those programs.

¹ The TIN is NELB’s Taxpayer Identification Number, the UEI is NELB’s Unique Entity Identifier, and the RCN is the Department’s Reference Control Number.

C. Because the ABA does not accredit Master of Laws (LL.M.) programs, students enrolled in those programs at stand-alone law schools accredited by the ABA are ineligible to receive Title IV funds unless the law school also has separate institutional accreditation from an accrediting agency whose scope of recognition by the Department includes masters' programs such as an LL.M. program.

D. On August 3, 2022, the Department's Investigations Group sent NELB a request for information to determine NELB's compliance with the HEA and its implementing regulations (the "Inquiry"), related to its disbursement of Title IV, HEA program funds in its LL.M. program.

E. Based on the Inquiry, the Department determined that NELB disbursed \$68,021 in Title IV funds to two students enrolled in NELB's LL.M. program during the 2017–18 and 2020–21 award years (the "Ineligible Loan Disbursements").

F. During the award years in which Title IV, HEA program funds were disbursed to students in NELB's LL.M. program, NELB was only accredited by the ABA.

G. Because NELB did not have separate institutional accreditation from an accrediting agency whose scope of recognition includes masters' programs, students enrolled in NELB's LL.M. programs during the award years in which Title IV, HEA student aid was disbursed were ineligible to receive Title IV funds.

H. NELB and the Department desire to resolve the matter without opening a program review or instituting administrative action, which could include but would not be limited to, a Subpart G fine action or limitation action.

In consideration of the mutual covenants and conditions contained in this Agreement, the sufficiency of which is hereby expressly acknowledged, and intending to be legally bound to the terms hereof, the Parties agree as follows:

TERMS AND CONDITIONS

1. NELB agrees to pay Four Thousand Two Hundred Forty-Nine Dollars and Thirty-Six Cents (\$4,249.36), to resolve the potential liabilities related to the Ineligible Loan Disbursements which represents the amount of estimated loss the Department may incur with respect to the Ineligible Loan Disbursements. *See Attachment A*, which shows the calculations performed by the Department to determine the estimated loss for the Ineligible Loan Disbursements.

2. NELB will pay a fine in the amount of Twenty-Five Thousand Dollars (\$25,000) to resolve any potential fine action that the Department believes it could impose for the Ineligible Loan Disbursements made over multiple years.

3. NELB will pay the amounts referenced in paragraphs 1 and 2, equaling Twenty-Nine Thousand, Two Hundred Forty-Nine Dollars and Thirty-Six Cents (\$29,249.36) (the "Settlement Amount"), in complete and total satisfaction for all potential liabilities, fines, and other potential administrative action related to the Ineligible Loan Disbursements.

4. NELB will pay the Settlement Amount through FEDWIRE on or before the expiration of three business days following the Effective Date of this Agreement, which will be the date all parties sign this Agreement. NELB should include the billing number INV00891600202313 for the amount due under paragraph 1 and billing number AAA202304043 for the amount due under paragraph 2 to ensure proper accounting of the payment. Instructions

for completing the electronic fund transfer message format are included on the attached FEDWIRE form. Include the UEI and RCN with payment. See **Attachment B**.

5. NELB agrees not to seek reimbursement or to recoup any portion of the Settlement Amount from any current or former students of NELB.

6. Nothing contained in this Agreement shall be construed as an admission of wrongdoing or liability by NELB, or an admission of error by the Department.

7. NELB attests that it has established policies and procedures to ensure compliance with all Title IV requirements and that it will not make further disbursements of Title IV, HEA program funds to students enrolled in its LL.M. program or any other non-J.D. program unless it obtains accreditation from an accrediting agency whose scope of recognition from the Department includes that program.

8. The Department agrees not to initiate a program review or any administrative action against NELB based on the Ineligible Loan Disbursements for the period at issue described in the Agreement.

9. As set forth above, as a result of this Agreement, the Department will not initiate a fine action against NELB and will not conduct a program review relating to the Ineligible Loan Disbursements. Accordingly, NELB acknowledges that no right to appeal exists under either Subpart G or H relating to the Settlement Payment or otherwise. By entering this Agreement, both Parties consider this matter resolved and no further action will be taken in regard to the Ineligible Loan Disbursements.

10. 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; or

b. Any presently pending or future action taken by the United States under the criminal laws or civil laws or civil fraud laws of the United States.

11. Each of the Parties warrants that its undersigned representative is fully authorized to sign this Agreement on its behalf. The persons executing this Agreement on behalf of the Parties hereto warrant that they are fully authorized to do so on behalf of the Party which they are signing this Agreement and to bind such Party to the terms hereof.

12. This Agreement and any documents referenced herein constitute the entire agreement between the Parties with respect to the subject matter hereof.

13. This Agreement may be executed in two or more duplicate counterparts, each of which shall be treated as an original, but all of which together shall constitute one and the same instrument. The counterparts of this Agreement and any amendments hereto may be executed and delivered by facsimile, .pdf attachment, or electronic signature by either Party to the other Party, and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic method as if the original had been received.

14. This Agreement may only be modified by written agreement between the Parties. No act or omission of any employee or agent of the Parties shall alter, change or modify any provision of this Agreement.

FOR NEW ENGLAND LAW—BOSTON:


Allison Dussias
Acting Dean
New England Law – Boston

7/20/23
Date

FOR THE UNITED STATES DEPARTMENT OF EDUCATION:

[REDACTED]
Susan D. Crim

Director

Administrative Actions and Appeals Service Group

U.S. Department of Education

Federal Student Aid

7-21-2023

Date