

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made by and between Utah Valley University (OPE ID 00402700) ("UVU" or the "University"), and the United States Department of Education ("Department"), Federal Student Aid ("FSA"), acting through the Director of the Administrative Actions and Appeals Service Group ("AAASG"), and is effective as of the last date written below (the "Effective Date"). UVU and the Department are collectively referred to hereinafter as the "Parties," and individually as a "Party."

RECITALS

- A. On September 27, 2023, the Department issued a fine notice stating that UVU failed to comply with the requirements of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("*the Clery Act*") in Section 485(f) of the Higher Education Act of 1965, as amended ("HEA") and the Drug Free Schools and Communities Act Amendments of 1989 ("*DFSCA*"), as reflected in Section 1213 of the HEA. The fine notice identified specific violations based on findings from a Final Program Review Determination ("FPRD") letter that the Department issued to UVU on May 25, 2022. Under the HEA, the Department may impose a fine on an institution that violates *the Clery Act* and the *DFSCA*.
- B. On October 16, 2023, UVU submitted a letter to appeal the proposed fine action. The appeal was assigned to the Department's Office of Hearings and Appeals and docketed as In the Matter of Utah Valley University, Docket No. 23-31-SF. Since the issuance of the fine notice, UVU and the Department have engaged in discussions aimed at resolving issues identified in the fine notice.
- C. UVU and the Department have now agreed to resolve the fine notice without any further administrative procedures.

TERMS AND CONDITIONS

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:

1. UVU agrees that it will pay the Department a fine in the amount of \$200,000.00 (Two Hundred Thousand Dollars and No Cents) (the "Fine") to resolve the fine notice. UVU will pay the fine through FEDWIRE on or before the expiration of three business days following the Effective Date of this Agreement. UVU should include the billing number **AAA-2024-1-003** on the FEDWIRE form to ensure proper accounting of the fine payment. The Department confirms that its beneficiary bank ID is 021030004 and its beneficiary account number is 9102001. UVU may notify Will Spitzgo at William.Spitzgo@ed.gov once the payment has been made.
2. The agreed-upon \$200,000.00 fine is imposed in settlement of all findings set forth in the fine notice, as well as any other potential noncompliance with the

Clery Act and the *DFSCA* that may have occurred during the review period, irrespective of whether such other potential noncompliance was noted in the FPRD or otherwise disclosed to the Department.

4. By entering into this Agreement, both Parties consider this matter resolved.
5. UVU affirms its intent to continue to comply with the requirements in the *Clery Act*, the *DFSCA* and the Department's implementing regulations.
6. Nothing in this Agreement constitutes an admission of liability or wrongdoing by UVU.
7. 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 UVU based on the issues addressed in the fine notice.

8. This Agreement does not address or resolve any complaints filed with, or any investigations undertaken by, the Department's Office for Civil Rights under any applicable law or regulation.
9. 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 for which they are signing this Agreement and to bind such Party to the terms hereof.
10. This Agreement and any documents referenced herein constitute the entire contract between the Parties with respect to the subject matter hereof.
11. Each Party has cooperated in the drafting of this Agreement, hence, if any construction is to be made of this Agreement, the same shall not be construed against any Party.
12. 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 other 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.

13. Upon full execution of this Agreement, the parties will file a joint motion to dismiss the pending action.

FOR UTAH VALLEY UNIVERSITY:

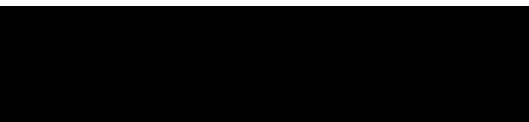


Val L. Peterson (Feb 24, 2024 15:59 MST)

Val L. Peterson
Vice President of Administration & Strategic Relations
Utah Valley University

Dated: 02/24/2024

FOR THE UNITED STATES DEPARTMENT OF EDUCATION:



Susan D. Cram
Director
Administrative Actions and Appeals Service Group
Federal Student Aid/Enforcement
U.S. Department of Education

Dated: 2/27/24