

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made by and between Liberty University, Inc. (OPE ID: 02053000) ("Liberty" or the "University"), and the United States Department of Education (the "Department"), Federal Student Aid ("FSA"), acting through its Chief Operating Officer. Liberty and the Department are collectively referred to hereinafter as the "Parties," and individually as a "Party." This Agreement is effective as of the last date a Party executes this Agreement as written below (the "Effective Date").

RECITALS

- A. On February 18, 2022, the Department notified Liberty that it had initiated a Campus Crime Program Review (Program Review Control Number 202230330635) (the "Review"), to evaluate the University's compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, the Drug-Free Schools and Communities Act, and the fire safety requirements of the Higher Education Act of 1965, as amended, together with the applicable implementing regulations (collectively referred to herein as the "*Clery Act*").
- B. On May 1, 2023, the Department issued a Program Review Report (the "PRR"), which included the Department's preliminary findings that the University had failed to comply with the requirements of the *Clery Act*. The PRR preliminarily identified initial findings of violations of the *Clery Act* by the University, directed the University to complete a file review that the University had already begun, and directed the University to provide additional information to allow the Department to make a final determination on whether and to what extent the University had violated the *Clery Act*. Under the HEA, the Department may impose a fine on an institution which violates the *Clery Act*.
- C. On May 11, June 30, and September 21, 2023, the University submitted detailed written responses to the PRR, including the completed file review and additional information as required by the Department. The University concurred, in principle, with certain core compliance requirements in 11 of the 12 preliminary findings by the Department, but contested other aspects of the Department's preliminary findings. As to finding 12, the University entirely contested the preliminary finding. The University provided additional evidence for the Department's consideration, summaries of which have been incorporated into the Final Program Review Determination ("FPRD").
- D. The University and the Department have engaged in extensive discussions aimed at resolving issues identified in the PRR and potential fines that could be imposed by the Department following completion of the Review in lieu of issuing a fine notice.
- E. The Department acknowledges that the University has implemented remedial measures and has made a commitment to improve its *Clery Act* compliance program such that any remaining concerns articulated in the FPRD would be addressed through agreed upon enhancements. A list of the actions the University has reported to the Department is attached as Appendix I. In furtherance of Liberty's commitment, the Parties continue to work together to address appropriate enhancements to the University's *Clery Act* related policies and practices, and to identify steps that the University will undertake to ensure

continued compliance in the future.

- F. The Parties have reached this Agreement in good faith and in furtherance of the shared belief that time, personnel, and other resource allocations are best served in fulfillment of the requirements set forth in Appendix II, all of which are intended to serve the University community while providing a settled fine amount to the Department, rather than on protracted and costly review and legal proceedings.

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:

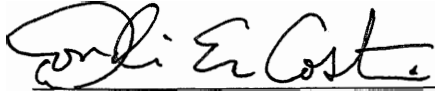
1. The University agrees that it will pay the Department a fine in the amount of \$14,000,000.00 (Fourteen Million Dollars and No Cents) (“the Fine”) and that it will spend \$2,000,000.00 (Two Million Dollars and No Cents) (“the *Clery Act* expenditures”) during the two-year period of post-review monitoring on campus safety improvements and compliance enhancements in addition to funds already budgeted for *Clery Act* operations. The Department agrees to accept the Fine and the new *Clery Act* expenditures as full payment of any fine that the Department could impose at the conclusion of the Review in lieu of issuing a fine action. The University will pay the Fine through FEDWIRE on or before the expiration of three business days following the Effective Date of this Agreement. The University should include the billing number AAA-2024-1-007 on the FEDWIRE form to ensure proper accounting of the Fine payment. The University will account for the *Clery Act* expenditures on a yearly basis through an audit report conducted by BDO USA or another auditing firm agreed upon by the Parties. The University will submit two audit reports to the Department by July 30, 2025 and July 30, 2026. The Department will also track these expenditures through the Post-Review Monitoring process as described in Section 2 below and in Appendix II to this Agreement.
2. The University agrees that it will be subject to a two-year period of post-review monitoring to include implementation of the remedial actions, process improvements, and program enhancements specified in Appendix II to this Agreement. The Department agrees that it will act in accordance with Appendix II to this Agreement. The Post-Review Monitoring period will begin on April 15, 2024.
3. The Department agrees not to initiate any administrative action against the University based on the specific preliminary findings outlined in the May 1, 2023 PRR, the FPRD, or otherwise identified through this Review. The agreed-upon Fine is imposed in settlement of all preliminary and final findings set forth in the PRR and FPRD and any other potential *Clery Act* noncompliance that may have occurred during the initial and expanded review periods (2017 through November 3, 2023), irrespective of whether such other potential noncompliance was noted in

the PRR, FPRD or otherwise disclosed by the Department to the University.

4. The University specifically acknowledges that by entering into this Agreement it is waiving its right to appeal any fine that could be initiated by the Department based on the preliminary and final findings set forth in the PRR and FPRD.
5. The University affirms its intent to comply with the requirements in the *Clery Act*, the HEA and the Department's implementing regulations.
6. Nothing in this Agreement constitutes an admission of liability or wrongdoing by the University beyond the compliance concerns acknowledged by the University in its prior correspondence with the Department.
7. This Agreement does not waive, compromise, restrict, or settle any past, present, or future violation of the criminal or civil fraud laws of the United States or 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 the University based on the issues addressed in the PRR or the FPRD.
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 the Appendices hereto 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.

FOR LIBERTY UNIVERSITY, INC.



Dondi E. Costin
President
Liberty University, Inc.

Dated: 1 March 2024

FOR THE UNITED STATES DEPARTMENT OF EDUCATION



Richard A. Cordray
Chief Operating Officer
Federal Student Aid
U.S. Department of Education

Dated: March 5, 2024

Appendix I

Program Enhancements Reported by Liberty University to the Department

The University has made the following representations about its remedial actions and process improvements to the Department. These items, among others, will be evaluated during the post-review monitoring period.

Between October 2022 and January 2024, Liberty University has provided the Department with written updates summarizing campus efforts and initiatives to address compliance concerns identified in the Review and strengthen the University's *Clery Act* compliance program and campus safety program. As part of Post-Review Monitoring, the Department will continue to review the University's efforts, which include:

1. Created a Vice President for Equity and Compliance, who leads the Office of Equity and Compliance (OEC), and oversees *Clery Act* and Title IX compliance.
2. Built a new Clery team within OEC and the Office of Security and Public Safety to work with Liberty University Police Department ("LUPD") regarding *Clery Act* compliance and to ensure proper procedures, protocols, and classifications of all campus reporting.
3. Recruited, hired, and continues to hire and train new personnel with professional expertise in law enforcement, social services, and Title IX to serve in the OEC in both the *Clery Act* and Title IX areas.
4. Took immediate steps to refocus on education, training, and awareness by creating an Education Team within OEC tasked with revamping all Title IX and *Clery Act* training, prevention and awareness programming for the Liberty community, including students and employees,
5. Created a strategic awareness and prevention campaign that focused on the mission of OEC as "Safe, Supportive, and Neutral" and crafted relevant marketing materials for the campus community as well as parents of incoming students to provide awareness around the OEC.
6. Invested more than \$10 million in capital to campus infrastructure, security assets, and surveillance equipment, including over a thousand new cameras throughout campus with enhanced facial recognition, license plate readers, and advanced screening & detection capabilities.
7. Launched the [Champion Safe App](#) for mobile phones to fully integrate safety and security features on campus directly to student's phones, which include mobile blue light, campus maps, emergency plans, emergency contacts, support resources, and reporting functions from any Apple or Google Play smartphone device, including a specific section for campus security authorities (CSAs) that encompass *Clery Act* crimes, *Clery Act* geography, reporting link, and additional resources for training.
8. Transitioned from an in-house incident reporting software to a marquis industry-standard software to assist in more effective report tracking and compilation of *Clery Act* statistics.
9. LUPD purchased new, industry-standard software as its primary report-writing mechanism, and collaborated with OEC to establish a review process that provides for the timely sharing of reports and the proper classification under the *Clery Act*.
10. In collaboration with Human Resources, created and implemented a personnel process to identify, notify, and certify mandatory trainings for over 1,500 employees and student leaders who are considered CSAs.
11. Developed robust training courses and information resources for Title IX Responsible Employees, CSAs, and the residential student body related to both Title IX and *Clery Act* reporting obligations, which accounts for over twenty-thousand individuals and forty-five-thousand hours of combined training.

12. Implemented a more robust Timely Warning Decision Matrix utilized by both the Liberty University Police Department and OEC to enable a timely analysis of a situation and prompt issuance of warnings.
13. Revamped social media campaigns and communications within the OEC to regularly notify and inform the Liberty community regarding work to prevent sexual assault and misconduct on campus and to raise awareness regarding advocacy services and reporting options.
14. Hosted a Regional *Clery Act* Seminar that invited regional colleges and universities to increase their knowledge of *Clery Act* compliance.
15. Hosted two annual Executive Orientations with all Liberty University executives to continue the University's commitment for continual and updated training on *Clery Act* and Title IX compliance.
16. Created multiple system efficiencies with report reviewing between three different systems related to submitted incident reports to ensure quality assurance and accuracy.
17. Established the Data Assurance Working Group (DAWG) that encompasses multiple campus departments to provide a monthly review of reports, analytics, trends, and other data audit items.
18. Constructed a new space for the Clery Compliance team under the OEC for the team to collaborate and manage the growing team.
19. Continue to evaluate the needs for additional blue lights and cameras (interior and exterior) for enhanced security measures across our campus.

Appendix II

Liberty University Campus Crime Program Review Programmatic Improvements and Post-Review Monitoring

The United States Department of Education (Department) and Liberty University (Liberty; the University) (OPEID: 02053000) have entered into the accompanying Settlement Agreement (the “Agreement”) to resolve the findings identified in the Department’s Campus Crime Program Review Report, Program Review Control Number 202230330635, which concerned the University’s compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, the Drug-Free Schools and Communities Act and the fire safety requirements of the Higher Education Act of 1965, as amended, together with the applicable implementing regulations (collective referred to herein as the “*Clery Act*”).

The Parties are committed to fully addressing the violations and other areas of concern. The Department commits to assisting the University’s efforts and will provide appropriate advice and oversight. The University provided the Department with written updates outlining significant enhancements to infrastructure, personnel, written policies, procedures, and practices, as guided by a Program Improvement Plan (“PIP”) developed with an external campus safety and security consultant. The Department recognizes that the University has made many of the required changes addressed in this Agreement and has taken significant steps to address deficiencies identified during the Review. During the Post-Review Monitoring period, the Department will evaluate the implementation and adequacy of these changes.

Section VI of this Appendix requires the University to modify its existing campus safety and crime practices, policies, procedures, training programs, and systems and to design and implement new policies, procedures, training programs, and systems, as needed, to address deficiencies and other areas of concern identified by the Department. The Department will review the changes already made by the University and future changes will be made in consultation with and/or reviewed by the Department. This Appendix sets out the basic requirements and terms for such changes and the Department’s role in monitoring the University’s efforts to comply with the provisions of this Appendix (“Post-Review Monitoring”).

The purpose of Post-Review Monitoring is to ensure that adequate remedial measures are developed, fully implemented and sustained. Any violations, weaknesses, or other areas of concern that are not addressed completely through the Settlement Agreement will be addressed through the Post-Review Monitoring process. Post-Review Monitoring will remain in place until April 15, 2026. Information gathered during Post-Review Monitoring will inform the Department’s determinations about Liberty’s compliance with the *Clery Act* and Title IV eligibility going forward. Any serious lapses in *Clery Act* compliance in the future, including refusal to honor the terms of Post-Review Monitoring as set forth herein, could negatively affect the terms of the University’s participation in the Title IV, student financial assistance programs.

This plan is intentionally flexible to allow the parties to collaborate on operational details throughout the Post-Review Monitoring period.

- I. Liberty has engaged an external *Clery Act* expert and campus safety consultant to serve as the Clery Compliance Monitor (CCM) to assist the University in implementing the terms of this Appendix. The CCM, who has been approved by the Department, will independently monitor and facilitate the University's progress on its remedial action program and the conduct of the terms of this Appendix. Any anticipated change in the CCM must be promptly communicated to and approved by the Department, whose approval shall not be unreasonably delayed or withheld. The University agrees to continue to provide the CCM with the institutional authority, independence and access to officials, records, and other information to work across the University to effectuate necessary changes to policies, procedures, and practices to reasonably ensure compliance with the *Clery Act*. The CCM is obligated to report independently to the Department on a biannual basis concerning the institution's progress and any impediments to the completion of required or agreed-upon remedial actions. Additionally, the CCM will participate in periodic phone conferences, as requested by the Department, to provide general updates to the Department. The CCM's report must include a section on new and ongoing violations, challenges and obstacles to progress, an assessment of the adequacy of resources committed to the remedial action program, and recommendations for the next phase of the program. This report must be submitted to the Department and to the University's President and Board of Trustees by May 1, 2025 and May 1, 2026 and will include an attestation regarding independence from the CCM in a form reasonably prescribed by the Department.

Since October 2022, the University has provided written program updates to the Department, addressing the status of the PIP, as well as detailing specific efforts in hiring, training, prevention and education, and related process improvements. The Department will confirm and evaluate the implementation of these changes through Post-Review Monitoring.

- II. Liberty will maintain a Clery Compliance Committee (CCC) that includes representation from all primary offices that are substantially involved in any aspect of the University's campus safety, crime prevention, emergency management, and/or environmental health and safety programs. The CCC will include representation from all University offices that include more than five (5) Campus Security Authorities (CSA) including, but not limited to, the following departments, offices, and/or institutional functions:

- Office of Security and Public Safety
- Office of Student Affairs (which includes the Office of Community Life, the Office of Residence Life, the Office of Inclusion, Diversity and Equity and the Office of Student Health and Wellness)
- Office of Equity and Compliance
- Office of the Chief Information Officer

Liberty and the Department will jointly assess and determine the proper composition, functions, and core duties of the following working groups within the CCC: 1) Crime Classification and Counting; 2) Compilation and Disclosures of Crime Statistics and

Clery Geography; 3) Sexual Violence Awareness and Response; 4) Crisis Intervention and Behavioral Threat Assessment; and 5) Emergency Management.

- III. Liberty will engage in an institution-wide process to identify and notify all CSAs of Liberty's obligations to report crimes under the *Clery Act*. The University will deliver mandatory comprehensive CSA training to all persons who meet the CSA criteria as well as all campus executive officers. The University will also ensure all officials involved in the investigation and/or adjudication of any case involving an alleged act of sexual violence continue to receive updated, specialized training in such matters each year. The specialized training for investigators and hearing officials must include training on understanding the trauma commonly experienced by victims of sexual violence. The University must design and implement an enhanced CSA Reporting Form designed to facilitate compilation of information necessary to ensure Liberty's compliance with the *Clery Act* requirements concerning the compilation and reporting of crime statistics and the provision of accommodations to victims of sexual violence. The Department will review and approve all training programs and the enhanced CSA Reporting Form and will monitor the University's delivery of the training and the tracking of participation. Finally, sworn Liberty University Police Department (LUPD) officers and non-commissioned security officers must receive incident report-writing training, including but not limited to training on maintaining a daily crime log. In consultation with the Department, the University will identify a list of other CSAs that must receive this training. All training materials must be developed by June 1, 2024, the due date of the first quarterly report required pursuant to Section XII of this Appendix. The initial round of training events must be delivered to required recipients no later than the beginning of the Fall 2024 semester.

The Department acknowledges that the University has engaged in efforts to identify and notify CSAs, including reviewing 1200+ position descriptions to determine whether they meet the criteria for CSA designation, and that it has developed a CSA determination matrix template to implement a consistent approach to review of all position descriptions. The Department also acknowledges that the University has designed and implemented an enhanced online CSA Reporting Form to facilitate compiling information necessary for Clery compliance. The Department further acknowledges that the University has provided documentation to the Department affirming it has provided executive orientation training for all executive and senior leaders, provided incident report-writing training to LUPD officers and noncommissioned security officers, and is finalizing an online training program for all identified CSAs. During Post-Review Monitoring, the Department will evaluate these efforts and provide technical assistance as necessary.

- IV. Liberty's Human Resources Department (HR), in conjunction and collaboration with the Office of Equity and Compliance or other relevant campus departments, will take the following actions:
- Assist the CCC in the identification and the notification of CSAs at the main campus and all other campuses in the Liberty system;
 - Revise position descriptions, as needed, to include *Clery Act*-related duties;

- Establish a clear line of communication between LUPD and HR that will ensure that serious allegations of criminal or wrongful conduct by faculty and staff are documented and acted upon using the administrative remedies available to HR; and,
 - Notify the Department by electronic mail within seven (7) business days of Liberty's imposition of termination, suspension, or other disciplinary action against an employee in connection with such employee's commission of a Clery-reportable crime, perpetration of an act of sexual violence, violation of the University's Sexual Misconduct Policy or failure to comply with the employee's obligations under the University's *Clery Act* compliance program. Disciplinary personnel actions include any attempt to revoke any degree or status, demote, reassign or reduce pay, or limit a person's duties or access to facilities.
- V. The University will ensure that it has identified and continues to identify all locations, buildings, properties, and parcels of land that must be included in Liberty's Clery Geography, as that term is defined at 34 C.F.R. § 668.46(a) and that all such locations, buildings, properties and parcels of land have been classified properly for *Clery Act* compliance purposes, in accordance with the definitions of "on campus," "non-campus building or property," and "public property," as those terms are defined under the *Clery Act*. The University will use this information to produce and update on a consistent basis a set of maps that clearly identify all categories of Clery Geography, including buildings and properties that are owned or controlled by recognized student organizations. A map must be produced for each of the University's separate campuses and its properties that are on the campuses of other institutions of higher education. The maps will also show the regular patrol zones of the LUPD.

Liberty has informed the Department that it has implemented a process to identify its Clery Geography by forming a Clery Geography Working Group to identify all University-owned property, as well as its immediately adjacent and accessible public property. The University has submitted to the Department an updated Clery Geography map containing the Clery Geography identifications of buildings and property as "on campus," "non-campus building or property," and "public property."

- VI. Liberty and the Department will conduct a joint review of all the University's campus safety and crime prevention current policies, procedures, and programming. The parties will also review operational components of these processes to ensure that they adequately address the specific safety needs of all campus community members and certain identified populations of invitees, including prospective students, minor children, participants in youth camps, and attendees of large crowd events that are sponsored by the University or that are held on its Clery Geography. As part of this process, the University will, in consultation with the CCM and the Department, reevaluate, and, if necessary, improve safety programs, procedures, protocols and access controls for all buildings and facilities. In the event the joint review indicates a need for improvement in such policies, procedures, or program features, Liberty will implement such enhancements, with input from the CCM and the Department.

VII. Liberty and the Department will conduct a joint review of all Liberty policies, procedures, and program features related to the University's efforts to comply with the numerous sexual violence prevention and response requirements of the *Clery Act*, including those that were added by Section 304 of the Violence Against Women Reauthorization Act of 2013 (VAWA), and the Department's implementing regulations. This review must include an evaluation of The Liberty Way (including the Amnesty provision), and Liberty's Title IX policies (including the Amnesty provision), procedures, and programs. In the event the joint review indicates a need for improvement in such policies, procedures, or program features, Liberty agrees to work cooperatively, with the input of the Department, to implement such enhancements. Among other things, this review must ensure that Liberty:

- Produces and provides accurate and complete written resources that describe the rights and options of a student or employee who reports that they were the victim of an act of sexual violence regardless of whether the offense occurred on or off campus.
- Advises victims of sexual violence in writing that the institution is required to assist them in notifying law enforcement authorities about the incident.
- Produces and provides written notification to victims of sexual violence about available options for accommodations or flexibilities related to academic, living, transportation, and work situations and available protective measures. This notification must instruct individuals how to access these services and emphasize that such resources are available regardless of whether the victim chooses to report the crime to campus police or local law enforcement.
- Produces and provides written notification to victims of sexual violence concerning the availability of support services, including counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and other victim services that are available on campus or in the near-campus community.

The Department acknowledges that the University has updated and submitted for the Department's review its written Notice of Rights and Options that the University represents addresses the required elements detailed above. The Department will confirm the implementation of this notice during Post-Review Monitoring.

VIII. Liberty will engage in a complete reassessment of its procedures and protocols regarding campus safety, crime prevention, fire safety, and substance abuse prevention to ensure compliance with all Federal regulations governing Liberty's Title IV program participation. At a minimum, this reassessment must include a thorough review and revision of its timely warning and emergency notification procedures and a review of its practices related to maintenance of and access to the daily crime log, and all aspects of the processes used to compile and disclose each campus' annual crime statistics for Criminal Offenses, Hate Crimes, VAWA Offenses, Unfounded Crimes, and Arrests and Disciplinary Referral for violation of drug, liquor, and weapons offenses. Starting with the 2024 ASR/AFSR, the University must provide a copy of all new and revised policies

and procedures and an audit trail that substantiates the accuracy and completeness of the University's crime statistics for the most recent calendar year being reported, along with a draft ASR and an explanation and any supporting documentation for any changes to the crime statistics for prior years contained in the ASR. These materials must be submitted to the Department for review no later than August 1 of the year the ASR will be distributed. Any comments from the Department shall be forwarded to the CCM no later than September 1 of the year the ASR will be distributed.

- IX. The Department acknowledges that the University has submitted information demonstrating that it has drafted an Emergency Notifications and Timely Warning Policy, implemented a Timely Warning decision-making matrix, and provided training to university implementers regarding the updated policies and procedures. The Department will review the University's remedial action to confirm that these policies have been implemented.
- X. Liberty will implement a proactive disclosure process that will ensure that the Department is advised within three (3) business days of all reports to CSAs, mandatory reports required of the University by state agencies and notifications through a civil or criminal legal complaint of criminal homicide, rape, fondling, robbery, aggravated assault, VAWA offenses and hate crimes that occur on Clery Geography. Liberty agrees to consult with the Department if there is a question about interpreting this section.
- XI. The University will advise the Department within seven (7) business days of the following circumstances:
- The University receives notification about any assessment, audit, investigation, or other review that is to be conducted by any agency of the Federal, State, or municipal government related to campus safety or crime prevention to the extent that such an inquiry implicates requirements of the *Clery Act's* crime information disclosure and/or emergency notification/timely warning provisions.
 - The University receives notification of any inquiry related to safety that is initiated by any official entity, including, but not limited to, its accreditation and licensing agencies, regarding any aspect of campus safety related to the *Clery Act's* crime information disclosure requirements and emergency notification/timely warning requirements. This provision specifically covers campus safety-related inquiries from, or oversight activities performed by, any federal or state agency, the National Collegiate Athletic Association, Conference USA, the University's primary and/or secondary programmatic accreditors, and its state authorizing agencies.
 - The University enters into a negotiated settlement with a victim who has reported a Clery-reportable crime related to the University's handling of that incident (in order to permit the CCM to reconcile such settlements with *Clery Act* statistics and crime log disclosures).

XII. Liberty will report to the Department on a quarterly basis: the number and type of Clery-reportable crimes reported, the number and type of such crimes that required the issuance of a timely warning, the number and type of dangerous conditions that required an emergency notification, the number and type of other (non-Clery) crime alerts and bulletins issued to the campus community, information about the delivery of training (number and title of persons trained and the mode of delivery), staffing changes (*i.e.* hires, resignations, terminations or reassignments) of personnel with Clery compliance responsibilities beyond ordinary CSA functions, purchases and sales of real property impacting *Clery Act* geography, student and employee conduct violations (related to campus safety) and the number and type of anonymous reports of crimes of violence received by each office that operates any anonymous reporting program. The CCM's biannual report to the Department will include a summary of the relevant information. The first quarterly report will be due on June 1, 2024.

The University will fully cooperate with the Department in its conduct of no more than three on-site compliance assessments during the Post-Review Monitoring period.