



U.S. Department of Justice
Civil Rights Division

Settlement Agreement
between
the United States of America
and
University of Maryland, Baltimore County



INTRODUCTION

The United States Department of Justice, Civil Rights Division, Educational Opportunities Section (United States), conducted an investigation into the University of Maryland, Baltimore County (UMBC or the University), under Title IX of the Education Amendments of 1972 (Title IX) as amended, 20 U.S.C. §§ 1681–1688, and the implementing regulations, 28 C.F.R. pt. 54, which prohibits sex discrimination in education programs and activities of federal funding recipients. The United States’ investigation focused on, among other things, allegations that the University failed to respond to sex discrimination in its Athletics Department, including sexual assault and other sex discrimination against Student-Athletes by the then-head coach of the Swimming and Diving Team (Head Coach) between 2015 and 2020.

Throughout the investigation, the University fully cooperated with the Department’s requests for information. The Department appreciates the University’s cooperation.

As a recipient of federal financial assistance from the United States, the University must comply with Title IX and provide an educational environment free from discrimination on the basis of sex. The United States notified the University that its investigation found that between 2015 and 2020 the University failed to respond to known allegations of sex discrimination and therefore did not comply with Title IX during that period.

While the Department’s investigation was pending, the University under President Valerie Sheares Ashby’s leadership took significant steps to strengthen its prevention of and response to sex discrimination, such as sexual harassment and assault. UMBC has begun enhancing its Title IX reporting structures and procedures, expanding training and prevention initiatives, conducting policy reviews, and providing support and resources to students and staff. Specifically, beginning in 2022, following the appointment of President Sheares Ashby, the University:

- Created the role of and hired a Vice President for Institutional Equity and Chief Diversity Officer to oversee the work of its Office of Equity and Civil Rights, and is now filling five full-time permanent positions within that office, including a Director and Title IX Coordinator, Training and Prevention Manager, Case Manager, and two investigators;
- Relocated the Office of Equity and Civil Rights to provide greater access and privacy for students and employees;
- Appointed an external specialist to provide interim Title IX expertise;
- Updated its Title IX website and developed targeted educational resources;
- Reviewed the University’s Title IX and anti-discrimination policies and procedures; and
- Launched Title IX training for various campus stakeholders including Athletics Department staff, students, and employees.



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These steps demonstrate the University's commitment to fulfilling its responsibilities under Title IX and promoting safe living, learning, and working environments for all members of the UMBC community.

This Agreement has been executed voluntarily by the United States and the University and does not constitute an admission by the University to any finding made by the United States. This Agreement does not preclude the University's right to contest the basis of any finding of the United States in any current or future proceeding, including in any legal action, administrative review, audit, or other proceeding.

The United States and the University voluntarily enter into this Agreement to address UMBC's obligations under Title IX to end and prevent the recurrence of sex discrimination, including sexual harassment and assault, and to implement equitable policies and practices that provide for prompt and effective resolution of reports alleging conduct that is prohibited by Title IX.



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DEFINITIONS OF AGREEMENT TERMS

- A. **Days** means calendar days, unless otherwise specified. If a deadline falls on a weekend, University or federal holiday, or a date when the University is closed, that deadline will be extended to the next regular business day.
- B. **Employee(s)** means all persons employed by or contracted to work for the University on either a part-time or full-time basis, regardless of rank, title, or position.
- C. **Report(s) of sex discrimination** means any report, verbal or written, containing information about conduct that reasonably may constitute sex discrimination.
- D. **Retaliation** means intimidating, threatening, coercive, or discriminatory action directed at an individual for the purpose of interfering with any right or privilege secured by Title IX or because that person has engaged in protected activity under Title IX, such as making a report, opposing activities believed to be unlawful under Title IX, or otherwise providing information, assisting with, or participating in any manner in a Title IX-related investigation or proceeding.
- E. **Student(s)** means an individual who is registered in one or more University courses and individuals who are on approved leave of absence, on a University-scheduled break between academic terms, or on suspended status (interim or otherwise).
- F. **Student-Athlete** means a Student who is rostered to any University intercollegiate athletic team (i.e., an athletic team established by a national association for the promotion or regulation of college athletics, excluding club and intramural sports).
- G. **Supportive Measures** means non-disciplinary, non-punitive, individualized measures of support designed to restore or preserve a person's access to the University's programs and activities or provide support during the Title IX process.
- H. **Title IX Policy** refers to the University's Policy on Sexual Misconduct, Sexual Harassment, and Gender Discrimination.



Section 1. GENERAL

- A.** The University will not discriminate or permit discrimination based on sex in its programs or activities. In this Agreement, sex discrimination means all conduct prohibited by Title IX and its implementing regulations, including, but not limited to, sex-based harassment and Retaliation.
- B.** The University will take all necessary and reasonable steps, consistent with federal law, to respond to sex-based harassment, prevent its recurrence, eliminate any hostile environment that currently exists in its programs and activities, and remedy its effects. This includes ensuring that there is sufficient funding for an effective Title IX compliance program as described in this Agreement.
- C.** By May 1, 2024, the University will report to the United States:
 - 1.** The name, title, and contact information for the Employee(s) who will be principally responsible for coordinating compliance with this Agreement. The Employee(s) must have sufficient authority within the University to effectively marshal resources, direct compliance efforts, and carry out coordination responsibilities.
 - 2.** The name, title, and contact information of the Employee(s) responsible for overseeing the implementation of each requirement outlined in this Agreement.
- D.** The University will notify the United States of any changes to the Employee designations provided in Section 1.C. within 30 days of the change.



Section 2. UMBC TITLE IX COMPLIANCE PROGRAM

- A. Title IX Compliance Program Review and Report.** The University will conduct a comprehensive review and assessment of the personnel needs and resources necessary to staff and manage an effective Title IX compliance program. By September 30, 2024, the University will memorialize this assessment into a report (Title IX Program Review) and provide it to the United States. At a minimum, the Title IX Program Review will include:
1. A description of the University's methodology, analysis, and findings, including the factors considered, measures of success, and individuals consulted;
 2. An overview of the Title IX Coordinator's role, including their authority and responsibility to implement consistent campus-wide responses to Reports of sex discrimination;
 3. A staffing plan that identifies personnel necessary for Title IX compliance (Title IX Personnel), including titles (e.g., Deputy Title IX Coordinator(s), investigator(s), prevention and training specialist(s), and case manager(s)), and their respective responsibilities, and an organizational chart that includes all such personnel;
 4. A summary of the resources (other than staffing) necessary for effective Title IX compliance, and to support the University community affected by sex discrimination;
 5. A plan to increase the Title IX Coordinator's visibility and interactions with the University community, including the University's academic units, Athletics Department, and Division of Student Affairs;
 6. A succession and transition plan to ensure stability and sustained Title IX compliance efforts when Title IX personnel depart or are onboarded; and
 7. A timeline outlining how the University will promptly and effectively implement each component noted in Section 2.A(2)-(6) and the name and title of the person(s) responsible for implementation.
- B. Title IX Program Review Feedback.** The United States will review the Title IX Program Review and provide feedback. The University will incorporate the United States' feedback and begin implementing the steps outlined in the Review within 45 days of receiving the United States' feedback.
- C. Title IX Program Review Update and Feedback.** The University will submit an updated Title IX Program Review by June 30, 2027, evaluating staffing and resource needs. The United States will review the Title IX Program Review and provide feedback.
- D. Appointment of Title IX Coordinator.** No later than August 1, 2024, the University must appoint a full-time employee to serve as the Title IX Coordinator on a permanent basis. The University will make a good-faith effort to provide members of the University community (e.g.,



faculty, staff, students) the opportunity to meet with potential candidates prior to final selection and provide feedback. The University will provide the United States with the credentials and resume of the Title IX Coordinator within 15 days of appointment. If the University is unable to meet this obligation at any point during the Agreement, it will appoint an individual (who may be an independent contractor or external consultant) to serve as the University's Interim Title IX Coordinator on a full-time basis and it will inform the United States, on a quarterly basis (i.e., every 90 days), of its efforts to recruit and appoint a permanent Title IX Coordinator.

E. Appointment and Departure of Title IX Personnel. In each Monitoring Report required under Section 7, the University will inform the United States of:

1. Its efforts to recruit and appoint individuals into the Title IX Personnel positions identified in the Title IX Program Review;
2. The credentials and resume of any Title IX Personnel hired, retained, or appointed; and
3. Any departure, termination, or resignation of Title IX Personnel since the last report, and any anticipated departures.

F. Departure of Title IX Personnel. The University's Human Resources will perform exit interviews for all departing Title IX Personnel to identify any program-related reasons for the departure and promptly report the results to the University President.

G. Internal Protocol for Title IX Operations. The University will develop an internal protocol describing the steps in each stage of the Title IX resolution process (e.g., intake and initial assessment, filing of complaints, informal resolution, investigation, adjudication, appeal) and identifying the Title IX Personnel responsible for each stage of the process. The University will submit this protocol for the United States' review by September 1, 2024.

H. Electronic Record-Keeping System. The University will continue to maintain an electronic case management system for storing all Reports of sex discrimination (including all written and verbal reports) and details about its response to such reports. In every case in which it is available, the University will record in the system the date/nature of the report and the incident, the parties involved and their affiliations to the University, interim actions, informal resolutions, and all stages of the grievance procedures, including the complaint, investigation, hearing, corrective action, and appeal(s).

I. Records Certification.

1. To ensure that the Title IX Coordinator has received all Reports of sex discrimination, the University will conduct a good faith, reasonable search of all record systems (formal and informal), other than those protected by a legally-recognized privilege, likely to possess records relating to Reports of sex discrimination since January 1, 2015.



2. The University will provide the United States, for its review and approval, a description of its proposed search parameters (including a list identifying the record systems and their contents, and any keyword search terms) by June 15, 2024.
3. Once identified, the University will share these records or the relevant contents of the records with the Title IX Coordinator for their review and record-keeping. The Title IX Coordinator will upload such reports and all other known information into the electronic case management system identified in Section 2.H. or to another searchable electronic records management system to which the Title IX Coordinator has access. This search and transfer, and a certification attesting to the completion of this search and transfer, must be provided to the United States by December 31, 2024.

J. Internal Monitoring.

1. **Biannual Review.** Once every six months, the Title IX Coordinator will review the University's response to all Reports of sex discrimination received in the preceding six months to determine whether the University met its obligations with regard to (i) record-keeping practices, (ii) complainant and respondent communication, (iii) employees' reporting requirements, (iv) the University's Title IX Policy and related protocols, and (v) the prompt and effective resolution of complaints alleging sex discrimination. The results of each review, as well as any remedial and/or corrective action taken to address identified deficiencies or non-compliance, will be documented in writing and provided to the University President. The University will also share these results, without redactions, with the United States, as outlined in Section 7.
2. **Trends Review.** The Title IX Coordinator will regularly analyze all Reports of sex discrimination to identify any trends that may require intervention (e.g., through training, education, supportive measures, outreach).



Section 3. UNIVERSITY POLICY RELATED TO REPORTS OF SEX DISCRIMINATION

- A. University Title IX Policy.** To ensure that the University effectively, equitably, and promptly addresses all conduct and reports of conduct that reasonably may constitute sex discrimination, the University will continue its review of its Title IX Policy (and all related procedures, informational materials, and webpages) and revise the Policy and related information consistent with these requirements:
1. The University will eliminate the “Quasi-Confidential Resources” designation in its Title IX Policy. The University will notify all individuals and units previously designated as “Quasi-Confidential Resources” of their updated designation and provide them with a clear description of their new reporting obligations and any applicable training, as required by Section 5. The University will designate all Athletic Trainers as Employees who must disclose Reports of sex discrimination to the Title IX Coordinator.
 2. The University will ensure its Title IX Policy adequately identifies all Employees who must share Reports of sex discrimination with the Title IX Coordinator, explains their responsibilities upon receiving such information, and the consequences for failing to report to the Title IX Coordinator in a timely manner.
 3. The University will provide detailed instructions for seeking services or support from an Employee who is not required to disclose Reports of sex discrimination to the Title IX Coordinator in its Title IX Policy, including how and where to connect with these services and supports, and an explanation that such a disclosure will not be reported to the Title IX Coordinator, to the extent permitted by law, nor will it trigger a requirement that the University respond.
 4. The University will explain the availability of Supportive Measures in its Title IX Policy, and outline how certain Supportive Measures, such as no-contact orders, may be implemented and enforced when parties work, learn, and reside near one another.
- B. Review of University Title IX Policy.** By September 1, 2024, the University will submit to the United States for review and approval a proposed draft of its Title IX Policy that is revised under Section 3.A. The United States will provide comments and proposed revisions to this Policy consistent with applicable federal laws and regulations and the terms of this Agreement or decline to do so in writing.
- C. Updates to Title IX Policy.** Once the University revises its Title IX Policy under the terms above, the University will not materially modify the Policy during the period of the Agreement without the written approval of the United States.



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- D. Notice to University Community.** The University will notify its entire campus community of all Title IX Policy revisions made under this Section. Within 10 days of notifying Students and Employees of the new or revised Title IX Policy, the University will provide the United States with copies of written notices issued to Students and Employees, a description of how and when the notices were distributed, and links to the webpages where the revised Policy is located.



Section 4. COORDINATION OF CAMPUS RESOURCES

- A.** The Title IX Coordinator will establish protocols and practices for coordination with other campus units to support the implementation of the University’s compliance with its Title IX Policy and its resolution processes. At a minimum, these units will include the Office of the Vice President for Student Affairs, the Behavioral Risk Assessment and Consultation Team (BRACT), Retriever Integrated Health, Residential Life, the Office of Student Conduct and Community Standards, the Office of Accessibility and Student Disability Services, the Athletics Department, Human Resources, and the UMBC Police Department. These coordination protocols will establish and memorialize practices for:
- 1.** Information-sharing between each unit and the Title IX Coordinator, including the timely disclosure of Reports of sex discrimination consistent with laws governing the disclosure of Student personally identifiable information and education records;
 - 2.** Determining appropriate interim actions following the receipt of a Report of sex discrimination and throughout the investigation and adjudication phases of the grievance process, with the Title IX Coordinator maintaining ultimate authority over, and providing final approval for, any Supportive Measures and remedial actions;
 - 3.** Assessing, on an ongoing basis, whether Supportive Measures and remedial actions approved by the Title IX Coordinator are effective, and where ineffective, develop and implement appropriate modifications;
 - 4.** Discussing trends in Reports of sex discrimination and strategies for addressing identified trends;
 - 5.** Recordkeeping requirements for each unit and the Title IX Coordinator relating to Reports of sex discrimination; and
 - 6.** Requiring UMBC Police, upon receipt of a Report of sex discrimination, to inform reporters of campus Title IX resources (including the Title IX Coordinator’s contact information), their rights under Title IX and University policy, and available campus and community resources, irrespective of a criminal justice response.
- B.** By October 15, 2024, the University will submit drafts of the internal operating protocols required by this Section to the United States for feedback, if any.
- C.** For the duration of this Agreement, the University will share any updated internal operating protocols for the United States’ review and feedback, if any.
- D.** By October 15, 2024, the University will assemble a Coordinated Community Response Team (CCRT) comprised of campus units (including Student and Employee representatives) and the



Title IX Coordinator, to collaborate and coordinate on a university-wide approach to the response to sex-based harassment.

1. The CCRT will:

- i.** Coordinate resources to offer programming related to sex-based harassment, including prevention programming, to the campus community that is responsive to campus climate and needs and that encourages active participation and engagement;
- ii.** Solicit input from Students and Employees on ways to improve campus initiatives and programming, and the University's Title IX Policy as it relates to sex-based harassment;
- iii.** Research, explore, and recommend new approaches, practices, and programming to enhance the University's response to sex-based harassment;
- iv.** Assist in developing and implementing communication strategies and awareness campaigns about new policies and procedures, campus and community resources, and informational materials related to sex-based harassment; and
- v.** Meet quarterly with University leadership, including the Vice President for Institutional Equity, and the University President or their designee, to discuss activity conducted under this subsection and advise on effective strategies to combat sex-based harassment in the University community.

2. The University will provide copies of quarterly agendas and other updates about the membership, activities, and recommendations offered by the CCRT as part of its Monitoring Report to the United States (see Section 7.C.7. below).

E. Consistent with the recommendations by the UMBC Retriever Courage Student and Faculty Advisory Committees and the University's External Assessment of its Title IX Program in 2019, the University will establish at least one full-time employee position dedicated to providing emotional support for individuals who have experienced sexual assault by September 1, 2024. This position should exist outside of the Office of Equity and Civil Rights and operate independent of the compliance functions of the Title IX Personnel. The position(s) should not be required to share Reports of sex discrimination with the Title IX Coordinator and, the University will make a good faith effort to ensure that the individual(s) appointed to the position has the qualifications necessary to keep their services and communications with affected parties confidential and privileged under applicable law. If the University is unable to meet this obligation, it is required to inform the United States, as part of its Monitoring Report (see Section 7 below), of its efforts to establish this position and appoint an individual into this role.



Section 5. TRAINING

A. Annual Training Requirements

1. The University will continue to provide all Students and Employees with annual training on the University's policies and procedures for reporting, investigating, and adjudicating Reports of sex discrimination. At minimum, the University will ensure the training:
 - i. Provides a general overview of Title IX and the rights it confers on Students and Employees;
 - ii. Informs Students and Employees of the Title IX Policy and related procedures;
 - iii. Defines and provides examples of conduct that constitutes sex discrimination, including sexual harassment and Retaliation, under the Title IX Policy;
 - iv. Instructs Students and Employees as to how and to whom they can report allegations of sex discrimination;
 - v. Identifies the UMBC Title IX Coordinator, and provides their contact information and a description of their role and responsibilities;
 - vi. Explains the difference between Employees who are required to share Reports of sex discrimination with the Title IX Coordinator and those who are not required to do so, and identifies them by job category; and
 - vii. Lists resources available to Students and Employees who are affected by sex discrimination.
2. Any synchronous or asynchronous online training will be interactive and assess the learner's understanding.
3. The University will ensure that all Students and Employees complete the annual training requirement. Specifically, the University will issue notices to all Students and Employees who have not completed the required training prior to the end of the Fall term for each year covered by this Agreement.

B. Additional Training for Employees

1. In addition to the topics identified in Section 5.A.1., Employee training will also explain:
 - i. For Employees who are required to disclose Reports of sex discrimination to the Title IX Coordinator:
 - a. How to timely share the Report of sex discrimination and what information to include;



- b. How to tell a reporter that the Employee is obligated to disclose the report to the Title IX Coordinator and how the reporter can contact the Title IX Coordinator; and
 - c. How to refer the reporter to appropriate campus-based resources that assist people affected by sex discrimination.
 - ii. For Employees who are not required to disclose Reports of sex discrimination to the Title IX Coordinator:
 - a. How to convey to a reporter the confidentiality of their disclosure;
 - b. How to advise the reporter of their right to submit a report to the Title IX Coordinator and file a criminal complaint with campus and community law enforcement (where appropriate), and how to do each; and
 - c. How to inform the reporter of appropriate campus and community-based resources that assist persons affected by sex discrimination, including the Title IX Coordinator.

C. Supplemental Trainings and Prevention Education

1. The University will provide Student-Athletes and Athletics Department staff, including volunteers who interact with Student-Athletes, supplemental live training on at least an annual basis. At minimum, this training will address the topics of healthy relationships, intimate partner violence, power dynamics within the coach-athlete relationship, personal boundary setting, grooming, Retaliation, and reporting obligations (for Employees) and reporting options (for Students).
2. The University will also provide supplemental trainings that are responsive to the trends in reporting identified by the Title IX Coordinator (see Section 2.J.2) and targeted to individuals and groups who may benefit from additional training, including Employees (e.g., student employees, faculty in certain departments, managers, student organization advisors), and Students (e.g., resident assistants, residential students, graduate students, students involved in Greek Life or other student organizations, Student-Athletes, student organizations, international students). The Title IX Coordinator will be responsible for determining the frequency and mode of such trainings and trainings should be informed by best practices, input from Students and Employees, and recommendations from the CCRT.
3. The University will offer ongoing campus-wide prevention programming and education at least twice a semester during each academic year for the duration of this Agreement. The University will rely on CCRT recommendations and/or the Title IX Coordinator’s trend analysis (see Section 2.J.2.) to inform its development of effective prevention education that serves the unique needs of the campus. Prevention programming should address the



topics of intimate partner violence, sexual assault, stalking, consent, bystander intervention, employee-student power dynamics, and other relevant issues.

4. All supplemental trainings and prevention education must elicit participant feedback through evaluations, which the University will analyze to determine the ongoing effectiveness of the trainings and to assess knowledge retention.

D. Submission for Review and Observations

1. By September 30, 2024, and by July 1 of each subsequent year of the Agreement, the University will provide the United States with a copy of, or access to, the trainings required by Sections 5.A. and 5.B. for review and feedback, if any.
2. The United States may observe any live or virtual offerings of the supplemental training and prevention programming required by Section 5.C.
 - i. The University will provide notice to the United States of any supplemental training and prevention education at least 14 days prior to the scheduled date of delivery.
 - ii. When the University provides such notice to the United States, it will also provide the United States with copies of, or access to, the training materials intended for use during the supplemental training or prevention program.



Section 6. INSTITUTIONAL RESPONSE TO THE CLIMATE WITHIN UMBC ATHLETICS

A. Addressing Known Sex-based Discrimination

1. By June 1, 2024, the University will provide the United States with a list of all signage, plaques, scoreboards, commemorations, or any other visual display referencing the Head Coach of the Swimming and Diving Team in any University facilities and University-managed website along with its plan for removal or continued display or removal of each visual.
2. As approved by the Maryland Board of Public Works, the University has agreed to pay \$180,000 to each member of the Men's Team from AY 2015-2016 to 2020-2021 and Women's Team from AY 2016-2017 to 2020-2021 who participated in either the University's 2020-2022 investigation of the Head Coach or the United States' Title IX investigation and who the United States found (a) was a complainant in the University's investigation; (b) was subjected to sexual assault by the Head Coach; or (c) was subjected to dating violence that coaching staff knew of and the University did not adequately respond to.
3. As approved by the Maryland Board of Public Works, the University has agreed to pay \$60,000 to each member of the Men's Team from AY 2015-2016 to 2020-2021 and Women's Team from AY 2016-2017 to 2020-2021, not covered by 6.A.2., who the United States found was subjected to sex discrimination by the Head Coach and who was (a) identified by name in the University's 2020-2022 investigation of the Head Coach or (b) who participated in the United States' Title IX investigation.
4. Within 60 days of the Effective Date of this Agreement, the United States will make all reasonable efforts to notify each qualifying Student-Athlete in Sections 6.A.2 and 6.A.3. Student-Athletes will have 60 days following notice from the United States to accept financial relief under this Agreement.
5. As a condition of receiving financial relief under this Agreement, Student-Athletes will release any and all claims against the University (including its current or former employee, agent, regent, volunteer, or other representative) arising out of or related to sexual assault or sex discrimination by the Head Coach or the University's response to reports of sexual assault, dating violence, or other sex discrimination by the Head Coach or within the Swimming and Diving Team. For each student who executes the required release, the University will remit settlements to each Student-Athlete through a check issued by the State Comptroller within 60 days of the University's receipt of the Student-Athlete's



waiver. In no event will the total financial relief awarded under Sections 6.A.2. and 6.A.3. exceed \$4,140,000.

B. End-of-Season Surveys/Feedback from Student-Athletes

1. The University will administer an end-of-the-season survey to every Student-Athlete within 30 days of the completion of their athletic season. The survey will ask about their experience as a Student-Athlete, including the team's and Athletics Department's culture and climate; team rules; treatment of Student-Athletes; interactions with coaching staff, Athletics Department staff, athletic trainers, and teammates; and whether the Student-Athlete has experienced, witnessed, or received information about conduct that reasonably may constitute sex discrimination, including sex-based harassment.
 - i. The University will allow Student-Athletes to complete the survey anonymously, with partial anonymity (e.g., by indicating a team affiliation but not the student's name), or with no anonymity.
 - ii. The University will provide the United States with a draft of the survey(s) by August 1, 2024. The United States will review the draft survey and provide feedback or decline to do so in writing. The University will incorporate the United States' feedback and begin implementing any revisions within 15 days of receipt of the United States' feedback.
2. The University will review the Student-Athletes' surveys within thirty (30) days of the survey deadline, log survey outcomes for purposes of trends analysis, and take all necessary and appropriate remedial and/or corrective action. This may include conducting follow-up inquiries with, or providing support resources to Student-Athletes; conducting climate/culture assessments focused on particular coaches or teams; and sharing the survey(s) with the Title IX Coordinator, Director of the Office of Equity and Civil Rights, Human Resources, Vice President for Institutional Equity, Vice President for Student Affairs, BRAC, UMBC Police Department, local law enforcement, or any other University unit with the authority to investigate or take corrective action in response to the concern cited in the survey. The University will attest to conducting this review in the Monitoring Report required in Section 7.

C. Policy on Expectations for Coaches' Behavior

1. By July 1, 2024, the University will provide the United States, for its review, a policy outlining behavioral expectations for coaching staff employed by, paid by, or volunteering for, UMBC Athletics or UMBC Recreation and Physical Education, including head coaches, associate/assistant coaches, strength performance coaches, volunteer coaches, and coaches of club sports. In developing this policy, the University must seek input from



Student-Athletes, Athletics Department staff, faculty, and others. The United States will review the draft policy and provide feedback or decline to do so in writing. The University will implement this policy within 15 days of receiving the United States' feedback, if any.

2. At minimum, the policy will: (i) detail coaches' reporting obligations under the University's Title IX Policy; (ii) prohibit romantic, intimate, sexual or otherwise inappropriate relationships between coaches and Student-Athletes, participants in club sports, and any potential recruits; (iii) establish expectations related to coach conduct during travel; (iv) clearly define boundaries on physical contact and personal communication between coaches and Student-Athletes, club sport participants, and any potential recruits, including limitations on the amount and type of personal contact and guidance on inappropriate physical contact; (v) articulate expectations for coaches' access to private student facilities (e.g., locker rooms, hotel rooms, dorm rooms, and bathrooms) and prohibit employees from sharing sleeping accommodations with students; (vi) prohibit coaches from in any way restricting Student-Athletes' and club sport participants' access to campus resources; and (vii) require coaching staff to engage appropriate University resources when they have concerns about the health and well-being of Student-Athletes and club sport participants.
3. The University will assess and document coaches' adherence to this policy as part of its annual reviews of coaches' performance and when considering extensions and renewals of coaching contracts or adverse employment actions.



Section 7. REPORTING REQUIREMENTS

- A.** The University will timely provide the United States with all documents and information in Sections 1 through 6.
- B.** By January 31 and July 31 of each year covered by this Agreement, the University will submit a Monitoring Report to the United States (Monitoring Report). The January Monitoring Report will cover the preceding July through December; the July Monitoring Report will cover the preceding January through June.
- C.** Each Monitoring Report will include:
 - 1.** An Excel spreadsheet documenting Reports of sex discrimination involving any Student or Employee, and the University's responses to those reports, as outlined in a template provided by the United States. The United States may request, and the University will provide, additional information about any Report of sex discrimination identified in this spreadsheet.
 - 2.** An Excel spreadsheet identifying the names of all Student-Athletes who accepted an award under Sections 6.A.2. and 6.A.3., and date of payment.
 - 3.** A copy of the report outlined in Section 2.J.1.
 - 4.** A summary of any trends identified by the Title IX Coordinator consistent with Section 2.J.2. and a description of the University's actions to address identified trends in Reports of sex discrimination.
 - 5.** For each Student and Employee training required by this Agreement:
 - i.** The date, duration, and format (e.g., online, live) and number of Students and Employees who attended or participated in the training session; and
 - ii.** For mandatory training, the number of Students and Employees who did not participate in the training during the reporting period, and an explanation for how the University will ensure that they receive the training.
 - 6.** In applicable reporting periods, a report documenting the administration of the University's Campus Sexual Assault Climate Survey¹; the End of Season Surveys for Student-Athletes, as required by this Agreement; and any other survey disseminated by the University relating to sex discrimination. The University will also provide the response rate to each survey, the survey questionnaires, a copy of invitations to participate in the surveys, the survey methodology that addresses how the survey was analyzed and missing

¹As required by the University System of Maryland at least every two years (see [USM Policy VI-1.60](#) at VII.).



data were handled, a searchable data file with all the responses for the surveys, a data dictionary to identify variable definitions and any limitations of responses (e.g., field length, type of variable), and any reports or presentations that detail the results of these surveys.

7. A summary of the activities of the CCRT (see Section 4.D.), including their quarterly agendas, a membership list, any recommendations offered and/or programming facilitated by this group.
8. Information and records outlined in Sections 2.E. and 4.E., if applicable.
9. A copy of all sex discrimination and Retaliation complaints filed against the University in court or with another federal or state agency.



Section 8. ENFORCEMENT

- A.** Rather than conduct further investigation into the University and/or litigate the United States' findings, the United States and the University agree to resolve all allegations arising out of this investigation through this Agreement, into which the parties have voluntarily entered. In consideration of this Agreement, the United States agrees to close its investigation without further enforcement action, except as provided in this Section. The United States and the University agree and acknowledge that this consideration is adequate and sufficient.
- B.** The United States may enforce the terms of this Agreement, Title IX, its implementing regulations, and all other applicable federal laws and regulations. If the United States determines during the course of monitoring the Agreement that the University has failed to perform in a timely manner any act required by this Agreement, or has otherwise not acted in conformance with any provision of this Agreement, Title IX, or the implementing regulations, the United States will provide the University notice of such non-compliance along with the basis for the determination. The University will have 45 days from the date of the United States' notification to take action to correct or otherwise negotiate with the United States for the resolution of such non-compliance.
- C.** In the event that the University does not correct non-compliance following notice from the United States and a reasonable period of time to take corrective action or otherwise negotiate with the United States as set forth in Section 8.B., the United States may initiate judicial proceedings to enforce this Agreement, Title IX, its implementing regulations, and all other applicable federal laws and regulations.
- D.** If the United States provides feedback on any University policy, procedure, training, or other document required by this Agreement, the University will incorporate the United States' feedback and provide documentation confirming incorporation of this feedback within 30 days. If the University disagrees with the feedback, the University and the United States will negotiate in good faith to resolve the disagreement. If the parties are unable to agree on the revisions within 90 days of the United States' feedback, and the United States determines that the University's refusal to incorporate the feedback constitutes or will lead to non-compliance with the Agreement, the United States may pursue relief under the enforcement provisions of this Section after giving the University 30 days' notice of its intent to pursue such a relief.
- E.** If the University, despite its good faith efforts, anticipates that it will be unable to meet any deadline set forth in this Agreement, it will promptly notify the United States of the delay and the reason for it, and in all cases the University will provide such notice before the deadline. The United States may provide reasonable extensions of deadlines.
- F.** For the duration of this Agreement, the University will preserve and maintain all records and documents, including all electronically stored information, used to compile the above-



referenced reports, and all other documents pertinent to its compliance with the Agreement, and will provide such information to the United States within 30 days of a request. Such records and documents include but are not limited to written Reports of sex discrimination; interview and investigation notes; evidence submitted or collected; records of correspondence with the parties, their representatives, and witnesses; records documenting disciplinary and non-disciplinary measures taken, including interim measures; relevant discipline records; records documenting the University's findings; appeals records; training records; and complaints about the University's response to sex discrimination.

- G.** The United States retains the right to evaluate the University's compliance with this Agreement, including the right to conduct site visits, observe trainings, interview University Employees and Students, and request any relevant additional information, reports, or data, including the investigative reports and files of the Office of Equity and Civil Rights (ECR), BRAC, and the UMBC Police Department, as necessary for the United States to determine whether the University has fulfilled the terms of this Agreement and is in compliance with Title IX.



Section 9. EFFECTIVE DATE, TERMS, AND TERMINATION

- A. This Agreement will become effective on the date it is signed by all parties.
- B. This Agreement will be in effect through the 2028-2029 academic year and will not terminate until at least 90 days after the United States has received all reporting related to the 2028-2029 academic year, as required by this Agreement, and all other information requested by the United States, as permitted by this Agreement.
- C. This Agreement is binding on the University, including its principals, administrators, representatives, successors in interest, and legal representatives.
- D. If any part of this Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, such decision will not affect the validity of any other part of the Agreement. Further, the University and United States will meet within 15 days of any such decision to negotiate in good faith whether the Agreement should be revised or supplemented in response to the court's decision.
- E. This Agreement will not bar any individual from pursuing a complaint under Title IX against the University.



SIGNATURES OF PARTIES TO THE AGREEMENT

For the University of Maryland, Baltimore County:

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4/3/2024

Date

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