

**RESOLUTION AGREEMENT**  
**St. Mary's College of Maryland**  
**OCR Complaint No. 03-14-2405**

The Office for Civil Rights (OCR) of the U.S. Department of Education and St. Mary's College of Maryland (the College) enter into this Resolution Agreement (Agreement) to resolve OCR complaint number 03-14-2405. The College submits this Agreement to ensure compliance with the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 et seq., and its implementing regulation, at 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex by recipients of Federal financial assistance.

All references to the Title IX regulation in this Agreement shall include the amendments promulgated by the U.S. Department of Education on May 19, 2020 at 85 FR 30026.

In order to address the concerns identified in OCR complaint 03-14-2405, the College agrees to the following terms:

**ACTION STEPS AND REPORTING REQUIREMENTS**

1. The College acknowledges its obligation under Title IX to ensure that its students are not denied or limited in their abilities to participate in or benefit from its programs or activities on the basis of sex. The College acknowledges that sexual harassment, including sexual assault, is a form of sex discrimination that is prohibited by Title IX. The College also acknowledges that when it has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the College must respond promptly in a manner that is not deliberately indifferent

OCR acknowledges that the College has addressed concerns with its procedures that address the undue delay in case processing in this matter, and record-keeping procedures for Title IX complaints, pursuant to the Resolution Agreement reached in OCR Docket 03-12-2100. Further, pursuant to the monitoring of that Resolution Agreement, additional staff training has occurred since that time. As a result, OCR concluded its monitoring of the 03-12-2100 Resolution Agreement on February 25, 2021. Additional staff training has occurred since that time.

Pursuant to this Agreement, however, the College agrees to ensure that the following staff members have had Title IX training since August 14, 2020: current Title IX Coordinator; Deputy Title IX Coordinator(s) (if any); any Title IX investigative staff; and any Title IX hearing decision-makers. This training should address the College's obligation to respond to incidents of sexual harassment, including supportive measures available to the parties, the applicable timeframes for resolving formal and informal complaints of sexual harassment under the College's current procedures, and possible sanctions for a finding of responsibility.

**Reporting Requirement:** Within 90 days of the date of this Agreement, the College will submit to OCR documentation of training(s) provided to the College's current Title IX Coordinator; Deputy Title IX Coordinator(s) (if any); any Title IX investigative staff; and

any Title IX hearing decision-makers, as described above. This documentation should include the title and date of the training session(s); name/title of attendee(s); name/title of trainers; and copies of any presentation(s) or other training materials used.

2. Within 90 days of the date of this Agreement, the College will send a letter to the Complainant, by email and by mail, offering:
  - a. Full reimbursement of the Complainant's XXXXX tuition, XXXXXXXX tuition, and prorated reimbursement for any unused portion of the Complainant's room and board for XXXXXXXX, if this amount has not yet been reimbursed for the Complainant;
  - b. Modification of the Complainant's official transcript to reflect a retroactive withdrawal for any courses in which she earned a grade of XXXXXXXXXXXX XXXXXXXX;
  - c. Additional appropriate counseling services provided by the College's Counseling and Psychological Services office (remotely if necessary), for a time period of up to one year from the date of this Agreement;
  - d. Assistance with re-enrollment at the College, if the Complainant chooses to do so;
  - e. If the Complainant re-enrolls at the College, the College will offer academic support services for the Complainant, in the form of department-level advising in the Complainant's major and minor field of study for the remainder of her time at the College, and the College will provide information about available tutoring in the Complainant's class subjects; and
  - f. Provide information to the Complainant about the College's accommodations and services for students with disabilities, if applicable.

**Reporting Requirement:** Within 120 days of signing this Agreement, the College will provide to OCR documentation of its fulfillment of this requirement, as well as the Complainant's response.

The College understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the College understands that during the monitoring of this Agreement, if necessary, OCR may visit the College, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms and obligations of this Agreement. Upon the College's satisfaction of the terms and obligations of this Agreement, OCR will close the case.

The College understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statutes and regulations. Before initiating such proceedings, OCR will give the College written notice of the alleged breach and 60 calendar days to cure the alleged breach.

By: /s/ \_\_\_\_\_ Date: February 11, 2022  
President