

**VOLUNTARY RESOLUTION AGREEMENT
UNIVERSITY OF MARYLAND, COLLEGE PARK
OCR DOCKET #03212086**

The U.S. Department Education, Office for Civil Rights (OCR), enters into this Voluntary Resolution Agreement (Agreement) with the University of Maryland, College Park (the University), to resolve the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University.

The University assures OCR that it will take the following actions to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulation at 34 C.F.R. Part 100, Section 504 of the Rehabilitation Act of 1972 (Section 504) and its implementing regulation at 34 C.F.R. Part 104, and Title II at 28 C.F.R. Part 35, which prohibit discrimination on the bases of race, color, or national origin and discrimination based on disability. The laws enforced by OCR also prohibit retaliation against any individual who asserts rights or privileges under these laws or who files a complaint, testifies, or participates in an OCR proceeding.

Prior to the completion of OCR's investigation, the University agreed to resolve the issue presented in this complaint pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to resolve the issue under investigation, the University agrees to take the actions outlined below.

Action Step 1

The University acknowledges its obligations under Title VI of the Civil Rights Act of 1964 (Title VI), at 34 C.F.R. Section 100.7(e), incorporated by reference in Section 504 at 34 C.F.R. § 104.61, and its obligations under Title II at 28 C.F.R. § 35.134, which require that the University not engage in retaliation against individuals who have asserted protected rights.

Within 15 days of signing this Agreement, the University will distribute a memorandum to all faculty, staff and administrators in the Math Department reminding them of their obligation to comply with the above referenced requirements, including the obligation not to retaliate against individuals who have asserted their rights to be protected from discrimination on the bases of race, color, or national origin and discrimination based on disability.

Reporting Requirement:

Within 30 days of signing this Agreement, the University will submit to OCR a copy of the memorandum distributed to all faculty, staff and administrators in the Math Department, a written explanation of how the memorandum was distributed, and a list of the name/title of each person receiving the memorandum.

Action Step 2

Within 15 days of signing this Agreement, the University will write to the Complainant via email and mail, with an offer for her to retake the Math XX course at no cost. The Complainant shall be notified that she has 30 days to accept the offer to retake the Math XX course.

Reporting Requirement:

Within 60 days of signing this Agreement, the University will provide OCR with a copy of the letter sent to the Complainant as set forth in Action Step 2, as well as any response received from the Complainant.

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

The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signatures of the representatives of the University as noted below.

/s/

July 23, 2021

President or Designee
University of Maryland, College Park

Date