



## University Senate TRANSMITTAL FORM

<b>Senate Document #:</b>	12-13-29
<b>PCC ID #:</b>	N/A
<b>Title:</b>	Alignment of Procurement Contracts with UM Non-Discrimination Values
<b>Presenter:</b>	Terry Owen, Chair, Senate Equity, Diversity, & Inclusion (EDI) Committee
<b>Date of SEC Review:</b>	11/25/2013
<b>Date of Senate Review:</b>	12/10/2013
<b>Voting (highlight one):</b>	<ol style="list-style-type: none"> <li>1. On resolutions or recommendations one by one, or</li> <li>2. In a single vote</li> <li>3. To endorse entire report</li> <li>4. For information only</li> </ol>
<b>Statement of Issue:</b>	<p>The EDI Committee was charged by the Senate Executive Committee (SEC) on November 21, 2012 with reviewing a proposal submitted by a University staff member. The proposal expressed concern that the University's policies on procurement and/or the contracting of vendors do not appear to contain criteria for selection that focus on adhering to the campus diversity goals as stated in the University's strategic plan for diversity, <i>Transforming Maryland: Expectations for Excellence in Diversity and Inclusion</i>, and in such policies as the University's <i>Code on Equity, Diversity, and Inclusion</i> (<a href="#">VI-1.00(B)</a>), the University of Maryland College Park's Policy on Inclusive Language (<a href="#">VI-1.00(C)</a>), and the University System of Maryland's (USM) Policy of Non-Discrimination on the Basis of Sexual Orientation and Gender Identity or Expression (<a href="#">VI-1.05</a>). To meet the University's goals for diversity and inclusion, the proposer stated that campus contractors should adhere to these standards and the procurement process should take these policies into account when granting contracts to vendors.</p>
<b>Relevant Policy # &amp; URL:</b>	<p>'Non-Discrimination in Employment' provision, USM Procurement Policies and Procedures:  <a href="http://www.usmd.edu/regents/bylaws/SectionVIII/apptrme.html">http://www.usmd.edu/regents/bylaws/SectionVIII/apptrme.html</a></p>
<b>Recommendation:</b>	<p>The EDI Committee maintains that the USM Procurement Policies and Procedures are aligned with the University's values on non-discrimination. Therefore, the EDI Committee does not recommend</p>

	<p>any changes to the Procurement Policies and Procedures, given the fact that the Department of Procurement and Supply has voluntarily adopted the State Code of Maryland Regulations (COMAR) regulations, and non-discrimination on the basis of sexual orientation and gender identity is covered by a separate USM policy. The EDI Committee endorses the current practices that the Department of Procurement and Supply has in place in order to comply with University and State non-discrimination policies and regulations.</p>
<b>Committee Work:</b>	<p>The EDI Committee began discussing this charge at the end of the fall 2012 semester. During the spring 2013 semester, the EDI Committee met with a number of relevant experts, including the proposer, the Director of Business Diversity from the Department of Procurement and Supply, and the Senior Associate Director from University of Maryland Department of Dining Services. The EDI Committee also reviewed guidance that had been provided by the University's Office of Legal Affairs. In addition, the committee read and discussed the relevant policy and procedure documents, as assigned by the SEC. The committee conducted a thorough review for this charge and ultimately found that the current processes utilized by the Department of Procurement and Supply, as well as by the Department of Dining Services for vendors in the Stamp Student Union, incorporate the University's stated diversity goals in documents, communications, and other procedures for contract negotiations and agreements.</p>
<b>Alternatives:</b>	To not accept the report of the EDI Committee.
<b>Risks:</b>	There are no associated risks.
<b>Financial Implications:</b>	There are no financial implications.
<b>Further Approvals Required:</b>	N/A

**Senate Equity, Diversity, & Inclusion (EDI) Committee**  
**Senate Document 12-13-29**  
**Alignment of Procurement Contracts with UM Non-Discrimination Values**  
**Report**  
**November 2013**

**BACKGROUND**

In the Fall of 2012, a University of Maryland staff member submitted a proposal to the Senate Executive Committee (SEC) and expressed concern that the University's policies on procurement and/or the contracting of vendors do not appear to contain criteria for selection that focus on adhering to the campus diversity goals as stated in the University's strategic plan for diversity, *Transforming Maryland: Expectations for Excellence in Diversity and Inclusion*, and in such policies as the University's *Code on Equity, Diversity, and Inclusion* ([VI-1.00\(B\)](#)), the University of Maryland College Park's Policy on Inclusive Language ([VI-1.00\(C\)](#)), and the University System of Maryland's (USM) Policy of Non-Discrimination on the Basis of Sexual Orientation and Gender Identity or Expression ([VI-1.05](#)).

To meet the University's goals for diversity and inclusion, the proposer stated that campus contractors should adhere to these standards and the procurement process should take these policies into account when granting contracts to vendors.

In November 2012, the SEC charged the Equity, Diversity, & Inclusion (EDI) Committee to review the relevant procurement policies and procedures and to recommend whether they require revision in order to be consistent with the University's non-discrimination policies as well as with the University's stated values related to diversity and inclusion (Appendix 1).

Specifically, the EDI Committee was asked to review the following documents:

- ❖ The 'Non-Discrimination in Employment' provision of the USM Procurement Policies and Procedures <http://www.usmd.edu/regents/bylaws/SectionVIII/apptme.html> (Appendix 2)
- ❖ The 'Commercial Non-Discrimination Clause' of the Code of Maryland Regulations ([COMAR 21.07.01.26](#)) required under State law and Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland (Appendix 3)
- ❖ The University's Principles of Social Responsibility and Social Responsibility Affidavit Information (Appendix 4)
- ❖ The USM Policy of Non-Discrimination on the Basis of Sexual Orientation and Gender Identity or Expression ([VI-1.05](#)) (Appendix 5)

Each of these documents is described in the following section.

The SEC also asked the EDI Committee to consult with a representative from the Department of Procurement and Supply and the University's Office of Legal Affairs during its review. The SEC asked the EDI Committee to consider whether the University should recommend that the USM

Procurement Policies and Procedures should be revised to align with the University's values of non-discrimination.

## RELEVANT POLICIES AND PROCEDURES

As assigned by the SEC, the EDI Committee reviewed the following relevant policy documents during the review process.

- ❖ The 'Non-Discrimination in Employment' provision of the USM Procurement Policies and Procedures <http://www.usmd.edu/regents/bylaws/SectionVIII/apptrme.html>

The 'Non-Discrimination in Employment' provision of the USM Procurement Policies and Procedures is mandatory for all contracts. It focuses on the prevention of employment discrimination and the following clause is preferred:

The Contractor agrees (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

The EDI Committee learned that any revisions to the language of the USM policy require approval of the Board of Regents (BOR). When USM was given authority by the General Assembly to adopt its own procurement policies and procedures in 1999, this authority was subject to review and approval by the Board of Public Works (BPW) and the Joint Committee on Administrative, Executive, and Legislative Review of the General Assembly (AELR). The current procurement policies, including the 'Non-Discrimination in Employment' provision, have been approved by BPW and the AELR in accordance with this stipulation and any change to the policy language would also require approval of the BPW and the AELR.

- ❖ The 'Commercial Non-Discrimination Clause' of the Code of Maryland Regulations ([COMAR 21.07.01.26](#))

The 'Commercial Non-Discrimination Clause' of the Code of Maryland Regulations is required under State law, as described in the Annotated Code of Maryland, State Finance and Procurement Article and COMAR 21.07.01.26 and focuses on a broad scope of discriminatory practices. It is the EDI Committee's understanding that the clause may not apply to USM contracts but the Department of Procurement and Supply has voluntarily adopted the clause and requires it for all contracts greater than \$100,000.

Any alteration of the language of the clause would be subject to the same review and approval process as the USM provision. However, it is the EDI Committee's understanding that any modification to the text of the COMAR regulation may also be subject to the notice, publication, and public hearing requirements set forth in the Administrative Procedures Act (APA).

The 'Commercial Non-Discrimination Clause' is written as follows:

A. The following provision is mandatory for all State contracts and subcontracts: "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The following provision is mandatory for all State contracts: "As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

❖ The University's Principles of Social Responsibility and Social Responsibility Affidavit Information

As provided for in Section VIII.C. of the USM Procurement Policies and Procedures, the University is required to make purchases from and award contracts to "responsible" contractors. In order to determine whether a vendor is responsible, the Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics. To assist in making this determination, the Department of Procurement and Supply requires all vendors of contracts with the University greater than \$100,000 to sign the University's Principles of Social Responsibility and Social Responsibility Affidavit Information form.

By signing the affidavit, the vendor affirms that, during the last five years,

- 1) There has been no judgment made against the vendor for noncompliance with federal or state labor relations and other employment laws or regulations.

2) There has been no violations of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as explained.

3) There has been no final, non-appealable judgment made against the vendor for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article or the Annotated Code of Maryland.

4) There have been no instances of failure by the vendor to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, or the Annotated Code of Maryland.

5) There has been no final, non-appealable judgment made against the vendor for violation of federal or state health, safety or environmental laws or regulations.

This information is used by the Department of Procurement and Supply to determine if the vendor is responsible or not.

❖ The USM Policy of Non-Discrimination on the Basis of Sexual Orientation and Gender Identity or Expression ([VI-1.05](#))

The policy specifically prohibits discrimination against students, faculty, and staff on the basis of sexual orientation or gender identity and expression in academic admissions, financial aid, educational services, housing, student programs, and activities, recruitment, hiring, employment, appointment, promotion, tenure, demotion, transfer, layoff or termination, rates of pay, selection for training and professional development, and employee services.

According to the policy, the protections should be included in all appropriate USM and institution equal opportunity statements and related documents. Each institution must include the protections of the policy in its procedures to implement and enforce its equal opportunity and non-discrimination policies, including the identification of those officials responsible for receiving, investigating, and resolving complaints of discrimination prohibited by the policy.

## **COMMITTEE WORK**

The EDI Committee began discussing this charge at the end of the fall 2012 semester. During the spring 2013 semester, the EDI Committee met with a number of relevant experts. In February 2013, the EDI Committee met with the Director of Business Diversity from the Department of Procurement and Supply to discuss the topic and learn about current practices. In March 2013, the EDI Committee met with the proposer to discuss his concerns and suggestions. In April 2013, the EDI Committee met with the Senior Associate Director from University of Maryland Department of Dining Services to learn more about how vendors for the Stamp Student Union food court are selected. The EDI Committee also reviewed guidance that had been provided by the University's Office of Legal Affairs. In addition, the EDI Committee read and discussed the relevant policy and procedural documents, as assigned by the SEC and described in the previous section of this report.

Due to the complex nature of this review, the EDI Committee found that it would not be able to meet its original deadline of March 29, 2013. Thus, in March 2013 the EDI Committee submitted a request for a deadline extension to the SEC. The SEC granted an extension until December 13, 2013.

The incoming EDI Committee continued to work on this charge throughout the fall 2013 semester.

## **COMMITTEE FINDINGS**

In gathering information about the Department of Procurement and Supply processes for securing contracts for the University, the EDI Committee focused on whether the University's policies on procurement and/or the contracting of vendors adhere to the campus diversity goals.

During its review, the EDI Committee learned that the Department of Procurement and Supply requires all vendors to acknowledge that they will not discriminate in their employment practices. The Principles of Social Responsibility and Social Responsibility Affidavit Information form was developed locally by Procurement and Supply with the assistance of the Office of Legal Affairs and the University is the only agency of the State using this tool. Language in the University's solicitations and other contract documents stress the importance of diversity and non-discrimination values and include mandatory language from State law and regulations, which are consistent with the University's diversity goals and values.

In addition, the following documents and affidavits are submitted with bids/offers greater than \$100,000 and become part of the contract of the firm awarded the project:

- a. Commercial Non-discrimination Affidavit
- b. Non-Discrimination in Employment Affidavit
- c. Social Responsibility Affidavit
- d. Minority Business Enterprise (MBE) Participation Plan listing the specific MBE firms and percentages/dollars that will be subcontracted to meet the MBE goal/subgoals stated in the solicitation. If a bidder cannot meet the MBE goal/subgoals, there is a rigorous MBE waiver process. The MBE Participation Plan is enforced by State law and regulations.

There is standard, less formal, diversity language in solicitations and contracts under \$100,000. State law applies, but the paperwork burden of formal affidavits is not required at this dollar level. Since socioeconomic programs are fertile ground for new State law and regulations, the Department of Procurement and Supply regularly reviews the standard solicitation and contract language in their document templates. The University's diversity goals and values are incorporated from beginning to end of the procurement process.

The EDI Committee also learned that USM is committed to promoting business with State Use Industries, the Blind Industries and Services of Maryland, and the minority business community. The EDI Committee found that the University also endeavors to achieve and exceed the current State goal for minority owned business participation. The University supports the State of Maryland and the Federal Minority and Small Disadvantaged Programs. University employees are encouraged to utilize minority, small, and disadvantaged vendors when making purchases with the UM Purchasing Card and establishing subcontracts. In addition, the State of Maryland's Small Business Reserve Program requires Maryland State Agencies, including the University of Maryland, to reserve at least 10 percent of their total procurements each year for

competition exclusively among Maryland-certified Small Business Enterprises. The overall goal is to increase economic opportunities for small businesses.

The committee found that the Department of Procurement and Supply subscribes to the Code of Ethics as set forth by the National Association of Educational Buyers in 1985. One point in the Code of Ethics is to, "Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier, and/or be willing to submit any major controversies to arbitration or other third party review, insofar as established policies at my institution permit."

Past concerns about corporate behavior resulted in recent petitions to boycott or remove vendors from campus, specifically food establishments in the Stamp Student Union food court. For example, a 2012 petition received approximately 1,000 signatures requesting Chick-fil-A to be removed from Stamp Union in protest of the anti-gay comments made by the president of the company. In addition, McDonald's has faced numerous petitions and protests in years past due to animal welfare concerns. However, protests or petitions have not resulted in a vendor being removed from the food court. A vendor contract is generally not renewed due to business underperformance or weak revenues. The EDI Committee learned that Stamp Union food court establishments are administered by the Department of Dining Services and these agreements are not subject to administration by the Department of Procurement and Supply but are negotiated by the Office of Legal Affairs. Therefore, the EDI Committee consulted with representatives from Dining Services to learn more about the process of contracting with vendors for the Stamp Union.

The EDI Committee found that the University either has leases with the operators of the establishments in the Stamp Union food court or there are agreements allowing the University to operate the establishment with its own employees under franchise or license agreements. Currently, a few of the locations are leased by the Stamp Union to the franchisor; these include McDonald's, Panda Express, Saladworks, Moby Dick's Express, and Sushi by Panda. The remaining locations (Sbarro, Taco Bell, Chick-fil-A, Auntie Anne's, Subway, and Starbucks) are owned and operated by the University, with university employees, under franchise or license agreements and all profits go to the campus.

If space becomes available, vendors submit a short operating statement and a sample menu. Dining Services uses this information to judge which concepts would complement, rather than compete with the current offerings in the food court. Dining Services checks references, verifies that the business is authorized to conduct business in the State of Maryland, and verifies that it has a certificate of good standing filed with the State. Dining Services also reviews the business's Uniform Offering Circular (UOC), if one is required by Maryland State law. The UOC is filed with the Maryland Secretary of State and includes details about what legal issues the company has had in the last few years or if any are currently pending. Dining Services provides the Stamp Union with a list of suitable concepts and the Stamp Union consults with the Stamp Advisory Board for input on whether a new vendor should be introduced to the food court.

The Stamp Advisory Board is responsible for the review of retail and food outlets in the Stamp Union along with a number of other responsibilities. Members on the Stamp Advisory Board are appointed by the Student Government Association and the Graduate Student Government. At-large members are selected through an application procedure. Persons interested in serving as at-large representatives must complete an application form and submit it for review by the Stamp Advisory Board. More information about the Stamp Advisory Board is provided in Appendix 6.



After all concepts have been reviewed, the Stamp Union sends their selections to Dining Services. The Office of Legal Affairs, with assistance from Dining Services, negotiates a franchise agreement for the university to operate the unit or a lease/license agreement to “rent” the space to an outside vendor.

The EDI Committee learned that Dining Services cannot change a lease with a vendor during the term of the lease, unless the lessee agrees to the changes. In addition, all agreements are subject to current Maryland State law. If the lease agreement includes any campus policy information, the policies will still apply to the lessee even if the text of the policies change during the term, provided that they are not in conflict with State law or any other conditions of the agreement. All units operated by the University must continuously operate in accordance with State law and University policy. For example, if a complaint of harassment or other discriminatory practice is filed in relation to a leased space in the food court, the University requires the company to provide information about the incident, holds the leased vendor to the same standards as if they were a University entity, and the incident is reviewed by the appropriate University staff.

The initial proposal that was submitted to the SEC asserted that the University’s policies on procurement and/or process of contracting vendors do not appear to contain criteria for selection that focuses on adhering to the campus diversity goals as stated in *Transforming Maryland: Expectations for Excellence in Diversity and Inclusion*, or as outlined in existing policies such as the *Code of Equity, Diversity, and Inclusion*, the University of Maryland College Park Policy on Inclusive Language, or the USM Policy of Non-Discrimination on the Basis of Sexual Orientation and Gender Identity or Expression. However, text excerpts from Stamp Student Union space license agreements indicate that Dining Services does expect vendors to adhere to these principles. Space license agreements customarily include information about the COMAR Commercial Non-Discrimination Clause, the University’s *Code on Equity, Diversity, and Inclusion*, and the related non-discrimination commitments. The EDI Committee applauds all efforts to include such information about diversity and inclusion in contract agreements and other materials. The committee likewise applauds the Department of Dining Services for requiring vendors in the Stamp Student Union to conduct their businesses and serve their patrons in accordance with these standards.

## **RECOMMENDATIONS**

Based on the committee’s findings, the EDI Committee agrees that the current processes utilized by the Department of Procurement and Supply, and by the Department of Dining Services for vendors in the Stamp Student Union, incorporate the University’s stated diversity goals in documents, communications, and other procedures for contract negotiations and agreements. The EDI Committee voted unanimously in favor of putting forward the following recommendation on November 5, 2013.

The EDI Committee maintains that the USM Procurement Policies and Procedures are aligned with the University’s values on non-discrimination. Therefore, the EDI Committee does not recommend any changes to the Procurement Policies and Procedures, given the fact that the Department of Procurement and Supply has voluntarily adopted the State COMAR regulations, and non-discrimination on the basis of sexual orientation and gender identity is covered by a separate USM policy. The EDI Committee endorses the current practices that the Department of Procurement and Supply has in place in order to comply with University and State non-discrimination policies and regulations.

## **APPENDICES**

Appendix 1 – Charge from the Senate Executive Committee (SEC) and Proposal

Appendix 2 – ‘Non-Discrimination in Employment’ provision of the University System of Maryland (USM) Procurement Policies and Procedures

Appendix 3 – ‘Commercial Non-Discrimination Clause’ of the Code of Maryland Regulations

Appendix 4 – Principles of Social Responsibility and Social Responsibility Affidavit Information

Appendix 5 – University System of Maryland (USM) Policy of Non-Discrimination on the Basis of Sexual Orientation and Gender Identity or Expression

Appendix 6 – Stamp Advisory Board Membership Information

Appendix 7 – University’s Strategic Plan for Diversity, *Transforming Maryland: Expectations for Excellence in Diversity and Inclusion*



## University Senate CHARGE

<b>Date:</b>	November 21, 2012
<b>To:</b>	Leslie Felbain Chair, Equity, Diversity, and Inclusion (EDI) Committee
<b>From:</b>	Martha Nell Smith  Chair, University Senate
<b>Subject:</b>	Alignment of Procurement Contracts with UM Non-Discrimination Values
<b>Senate Document #:</b>	12-13-29
<b>Deadline:</b>	March 29, 2013

The Senate Executive Committee (SEC) requests that the Equity, Diversity, & Inclusion (EDI) Committee review the attached proposal, “Alignment of Procurement Contracts with UM Non-Discrimination Values.”

The Board of Public Works (BPW) and the Joint Committee on Administrative, Executive, and Legislative review of the General Assembly (AELR) gave the University System of Maryland (USM) the authority to adopt its own procurement policies and procedures in 1999. This authority was granted subject to review and approval of the policies by the BPW and AELR. Therefore, any changes to the policy would require similar approval.

The SEC requests that the EDI Committee review the relevant procurement policies and recommend whether they require revision in order to be consistent with UM’s nondiscrimination policies as well as with our stated values.

Specifically, we ask that you:

1. Review the ‘Nondiscrimination in Employment’ provision in the University System of Maryland Procurement Policies and Procedures (<http://www.usmd.edu/regents/bylaws/SectionVIII/apptrme.html>).
2. Review the ‘Commercial Non-Discrimination Clause’ required under Maryland state law. See Anno. Code of Maryland, State Finance and Procurement Article and COMAR 21.07.01.16 (attached).
3. Review the University’s Social Responsibility Affidavit (attached).

4. Review the Policy on Non-Discrimination on the Basis of Sexual Orientation and Gender Identity or Expression (VI-1.05).
5. Consult with a representative from the Department of Procurement and Supply.
6. Consult with the University's Office of Legal Affairs.
7. If appropriate, recommend whether the University of Maryland (UMD) should recommend to the University System of Maryland (USM) that the Procurement Policies and Procedures should be revised to align with the University's values of nondiscrimination.

We ask that you submit your report and recommendations to the Senate Office no later than March 29, 2013. If you have questions or need assistance, please contact Reka Montfort in the Senate Office, extension 5-5804.



## University Senate PROPOSAL FORM

<b>Name:</b>	Mark Brimhall-Vargas
<b>Date:</b>	October 18, 2012
<b>Title of Proposal:</b>	Alignment of procurement contracts with UM non-discrimination values
<b>Phone Number:</b>	52840
<b>Email Address:</b>	<a href="mailto:Brimhall@umd.edu">Brimhall@umd.edu</a>
<b>Campus Address:</b>	2411 Marie Mount Hall
<b>Unit/Department/College:</b>	Office of Diversity Education and Compliance
<b>Constituency (faculty, staff, undergraduate, graduate):</b>	Staff
<b>Description of issue/concern/policy in question:</b>	<p>The UM policies on procurement and/or contracting of vendors do not appear to contain criteria for selection that focuses on adhering to the campus diversity goals as stated in <i>Transforming Maryland: Expectations for Excellence in Diversity and Inclusion</i> or as outlined in existing policies such as:</p> <ul style="list-style-type: none"> <li>• University of Maryland Code on Equity, Diversity, and Inclusion (VI-1.00(B))</li> <li>• University of Maryland, College Park Policy on Inclusive Language (VI-1.00(C))</li> <li>• Policy of Non-Discrimination on the Basis of Sexual Orientation and Gender Identity or Expression (VI-1.05)</li> </ul> <p>In order to meet our campus goals of diversity and inclusion, I believe that contractors on our campus should adhere to these standards and that the procurement process should take these policies into account when granting contracts to vendors.</p>
<b>Description of action/changes you would like to see implemented and why:</b>	I would like to see the Senate investigate the possibility that the procurement process could consider the company's stated goals and behavioral history when deciding to grant (or not grant) a contract.

<b>Suggestions for how your proposal could be put into practice:</b>	I think that amending our current policies on procurement to include requirements around diversity and inclusion would be very helpful in creating an inclusive climate.
<b>Additional Information:</b>	

***Please send your completed form and any supporting documents to [senate-admin@umd.edu](mailto:senate-admin@umd.edu) or University of Maryland Senate Office, 1100 Marie Mount Hall, College Park, MD 20742-7541. Thank you!***

CONTRACT TERMS AND CONDITIONS

21.07.01.26

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
  - (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_ (signature of Authorized Representative and affiant)

**.26 Commercial Nondiscrimination Clause.**

A. The following provision is mandatory for all State contracts and subcontracts: "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

## STATE PROCUREMENT REGULATIONS

21.07.01.26

B. The following provision is mandatory for all State contracts: "As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each-subcontract or supply contract. Contractor further agrees to-cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

### Administrative History

Effective date: July 1, 1981 (8:13 Md. R. II-5)

Regulation .09A amended effective May 6, 1985 (12:9 Md. R. 816)

Chapter revised effective January 9, 1989 (15:27 Md. R. 3138)

Regulation .03 amended effective August 2, 1993 (20:15 Md. R. 1221)

Regulation .05 amended effective October 2, 2000 (27:19 Md. R. 1730); July 9, 2001 (28:13 Md. R. 1216)

Regulation .08 amended effective December 25, 2000 (27:25 Md. R. 2284)

Regulation .11A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .12A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .20 amended effective January 26, 1998 (25:2 Md. R. 79); December 25, 2000 (27:25 Md. R. 2284)

Regulation .25 amended effective October 1, 1990 (17:19 Md. R. 2322); August 2, 1993 (20:15 Md. R. 1221); August 8, 2011 (38:16 Md. R. 946)

Regulation .26 adopted as an emergency provision effective August 8, 1997 (24:18-Md. R. 1294); emergency status rescinded-effective October 16, 1997 (24:23 Md. R. 1608)

Regulation .26 adopted effective March 12, 2007 (34:5 Md. R. 562)



**PRINCIPLES OF SOCIAL RESPONSIBILITY  
and  
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

**I. Principles of Social Responsibility**

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or offeror is responsible. The University has determined that a bidder or offeror’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and,
- (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or offeror is responsible. A determination that a bidder or offeror is not responsible may be considered as the basis for eliminating that bidder or offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

**II. Social Responsibility Affidavit and Disclosure**

A. The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit,

the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

**B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS**

**I HEREBY AFFIRM THAT:**

(1) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

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(2) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

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(3) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(4) There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on

projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(5) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state health, safety or environmental laws or regulations , including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

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I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)



## UNIVERSITY SYSTEM OF MARYLAND

### **E. Mandatory Contract Terms and Conditions For Contracts Over \$100,000 Not Documented On a Purchase Order**

If unusual circumstances arise that necessitate the modification of any mandatory terms and conditions, a recommendation containing the necessary modification(s) and including written justification must be approved by the Procurement Officer and, if appropriate, by legal counsel.

1. Parties to the Contract
2. Scope of the Contract
3. Compensation and Method of Payment
4. Non-Hiring of Employees  
No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
5. Disputes  
Pending Resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

One of the following clauses is preferred:

- a. Alternate Disputes Clause (short form). "This contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."
- b. Alternate Disputes Clause (long form).
  - (1) This contract is subject to the USM Procurement Policies and Procedures.
  - (2) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.
  - (3) As used herein, "claim" means a written demand or assertion by one of the parties

seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

- (4) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.
- (5) When a claim cannot be resolved by mutual agreement, the contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.
- (6) The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- (7) The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the University.
- (8) The procurement officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.
- (9) Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

6. Maryland Law Prevails. "The laws of Maryland shall govern the interpretation and enforcement of this Contract."
7. Nondiscrimination in Employment.  
Mandatory provision for all contracts. The following clause is preferred:  
"The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."
8. Contingent Fee Prohibition.  
Mandatory provision for all contracts:  
"The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it, has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement."
9. Multi-Year Contracts Contingent Upon Appropriations.  
Mandatory provision for all contracts and contract modifications to be effective in more than one fiscal year:  
  
If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of

termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first."

10. Termination for Default.

Mandatory provision for all contracts. One of the following clauses is preferred:

a. Alternate Clause -Termination for Default (short form).

"If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies And Procedures."

b. Alternate Clause -Termination for Default (long form).

- (1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (a) If the Contractor fails to perform within the time specified herein or any extension thereof-, or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such

longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.

- (2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this clause, the University may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the University for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- (3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.
- (4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to



such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

- (5) If this contract is terminated as provided in paragraph (1) of this clause, the University, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The University may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.
- (6) The rights and remedies of the University

provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- (7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier."

11. Termination for Convenience.

Except as provided in ~~B~~B, mandatory provision for all contracts. One of the following clauses is preferred:

- a. Alternate Clause -Termination for Convenience (short form).  
"The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.
- b. Alternate Clause -Termination for Convenience (long form).
- (1) The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.
- (2) After receipt of a Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:
- (a) stop work as specified in the Notice

- of Termination;
- (b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;
  - (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - (d) assign to the University, in the manner, at times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - (e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
  - (f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the procurement officer,
    - (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
    - (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University;
  - (g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (f) above; provided, however, that the Contractor

- (i) may not be required to extend credit to any purchaser, and
  - (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the procurement officer may direct;
- (h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (i) take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor shall submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the University to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before

final settlement.

- (3) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (4) Subject to the provisions of paragraph (3), the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict,

or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

- (5) In the event of the failure of the Contractor and the procurement officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):
- (a) for completed supplies or services accepted by the University (or sold or acquired as provided in paragraph (2) (g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;
  - (b) the total of-
    - (i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5) (a) hereof;
    - (ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (2) (g) above); and
    - (iii) a sum, as profit on (i) above, determined by the procurement officer to be fair and reasonable; provided,

however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

- (c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract. The total sum to be paid to the Contractor under (a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5) (a) and (b) (i) above, the fair value, as determined by the procurement officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a buyer pursuant to paragraph (2) (g).
- (6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with USM Procurement Policies and Procedures as in effect on the date of this contract.
- (7) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the procurement officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed

to request extension of the time, he shall have no right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the University shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

- (8) In arriving at the amount due the Contractor under this clause there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the University may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the University.
- (9) If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.
- (10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of



the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the University upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.

- (11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall-from the effective date of termination until the expiration of three years after final settlement under this contract -preserve and make available to the University at , all reasonable times at the office of the Contractor but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, reproductions thereof."

12. Delays and Extensions of Time.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"Delays and Extensions of Time"

"The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

"Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from

unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers."

13. Modifications.  
This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.
14. Liquidated Damages.  
Mandatory provision for those contracts deemed appropriate by the procurement officer.
15. Variations in Estimated Quantities.  
Mandatory provision for all contracts that contain estimated quantity items.
16. Suspension of Work.  
Mandatory provision for all contracts. It shall be in substantially the same form as follows:  
"The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University."
17. Pre-existing Regulations.  
Mandatory provision for all contracts. It shall be in substantially the same form as follows:  
"In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract."
18. Payment of State Obligations.  
Mandatory provision for all contracts. The following clause is preferred:  
"Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited."
19. Financial Disclosure.  
Mandatory provision for all contracts:  
"The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year

under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business."

20. Political Contribution Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:

- a. before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and
- b. if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6-month period ending July 31.

21. Retention of Records.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times."

22. Compliance with Laws.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment

of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

- c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract."

23. Cost and Price Certification.

Mandatory provision for all contracts and contract modifications (excluding real property leases and architectural services or engineering services contracts (see 24. below "Truth in Negotiations") if the contract or modification exceeds \$100,000 or a smaller amount determined by the procurement officer under State Finance and Procurement Article, §13-220. The language shall be in substantially the same form as follows:

"Cost and Price Certification"

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
- b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
- c. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current."

24. Truth-In-Negotiation Certification.

Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows:

"Truth- In -Negotiation Certification"

"The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge,

information and belief, that:

- a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
- c. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs."

25. Contract Affidavit.

Mandatory contract addendum. The contract addendum shall be in substantially the same form as follows:

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**CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT

I am the \_\_\_\_\_ (title) and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT-

(1) The business named above is a (domestic ) (foreign ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: Address:

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final

settlement.

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated , \_\_/\_\_/\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized

Representative and Affiant)  
University System of Maryland  
3300 Metzert Road  
Adelphi, MD 20783-1690, USA  
301.445.2740

**THE CODE OF MARYLAND REGULATIONS (COMAR) IS THE OFFICIAL  
COMPILATION OF ALL ADMINISTRATIVE REGULATIONS ISSUED BY  
AGENCIES OF THE STATE OF MARYLAND**

**21.07.01.26**

**.26 Commercial Nondiscrimination Clause.**

A. The following provision is mandatory for all State contracts and subcontracts: "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The following provision is mandatory for all State contracts: "As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

**PRINCIPLES OF SOCIAL RESPONSIBILITY  
and  
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

**I. Principles of Social Responsibility**

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or offeror is responsible. The University has determined that a bidder or offeror’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and,
- (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or offeror is responsible. A determination that a bidder or offeror is not responsible may be considered as the basis for eliminating that bidder or offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

**II. Social Responsibility Affidavit and Disclosure**

A. The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit,



the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

**B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS**

**I HEREBY AFFIRM THAT:**

(1) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

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(2) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

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(3) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(4) There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on

projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(5) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state health, safety or environmental laws or regulations , including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

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I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

social responsibility affidavit 7.21.11

## **VI-1.05 POLICY OF NON-DISCRIMINATION ON THE BASIS OF SEXUAL ORIENTATION AND GENDER IDENTITY OR EXPRESSION**

(Approved by the Board of Regents, July 11, 1997; amended, June 22, 2012)

### **PURPOSE**

This policy affirms that the University System of Maryland's (USM) commitment to the most fundamental principles of academic freedom, equality of opportunity, and human dignity includes the protection of members of the USM community from discrimination based on sexual orientation and gender identity and expression. These principles require that the treatment of students, faculty, and staff of USM institutions, and applicants for admission and employment, be based on individual abilities and qualifications and be free from invidious discrimination.

### **I. DEFINITIONS**

For the purposes of this policy, the following definitions apply:

- A. "Gender identity or Expression" is defined as a person's actual or perceived gender identity, self-image, appearance, behavior, or expression, regardless of whether that identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the person's gender at birth.
- B. "Sexual Orientation" is defined as the identification, perception, or status of an individual as to homosexuality, heterosexuality, or bisexuality.

### **II. PROHIBITION AGAINST DISCRIMINATION BASED UPON SEXUAL ORIENTATION OR GENDER IDENTITY AND EXPRESSION**

- A. This policy specifically prohibits discrimination against students, faculty, and staff on the basis of sexual orientation or gender identity and expression in academic admissions, financial aid, educational services, housing, student programs, and activities, recruitment, hiring, employment, appointment, promotion, tenure, demotion, transfer, layoff or termination, rates of pay, selection for training and professional development, and employee services.

- B. The USM reserves the right to comply with conditions on the application of this policy required by the terms of any bona fide employee benefit plan such as a retirement, pension, or insurance plan, and to enforce or comply with any Federal or State law, regulation, or guidelines, including conditions for the receipt of federal funding.

### **III. IMPLEMENTATION**

- A. The protections of this policy shall be included in all appropriate USM and institution equal opportunity statements and related documents.
- B. The USM and each institution shall include the protections of this policy in its procedures to implement and enforce its equal opportunity and non-discrimination policies, including the identification of those officials responsible for receiving, investigating and resolving complaints of discrimination prohibited by this policy.





umd.edu Adele H. Stamp Student Union

Mission & Vision / Directions / Employment / Staff Directory

ADELE H. STAMP STUDENT UNION

Center for Campus Life

## STAMP ADVISORY BOARD

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[By Laws](#)

[Contact Info](#)

[Agenda/Meeting Minutes](#)

[Late-night Event Policy](#)

[Office Space](#)

### STAMP ADVISORY BOARD



Stamp Student Union  
College Park, MD 20742

#### Stamp Advisory Board Application for Membership

The Adele H. Stamp Student Union - Center for Campus Life is the community center for all members of the College Park campus including students, faculty, staff, and visitors. The Stamp provides a central place for students and others to learn, socialize, and relax while coming to feel more closely connected to the campus. The Stamp contributes directly to the educational mission of the University of Maryland by providing opportunities and encouragement for participation in educational, social, and recreational activities. It also contributes to the success of student organizations and provides services for the personal convenience of the whole campus community.

As an integral component of managing the Adele H. Stamp Student Union - Center for Campus Life, the opinions and advice of representatives of the campus community are solicited through the Stamp Advisory Board. The purposes of the Board are as follows:

- To advise the Director of the Adele H. Stamp Student Union - Center for Campus Life on matters of policy related to the administration of the Stamp.
- To conduct social, cultural, educational, and recreational programs for all members of the University community including students, faculty, staff, alumni, and guests of the University through support of Student Entertainment Events (SEE).
- To provide for students, opportunities for experience in social responsibility and leadership.
- To strengthen bonds of friendship among all members of the University community.
- To advise the Director of the Adele H. Stamp Student Union - Center for Campus Life, as needed, in the employment of administrative staff.
- To advise the Vice President for Student Affairs, as needed, in the appointment of the Director of the Adele H. Stamp Student Union - Center for Campus Life.

Some of the issues which are addressed by the Board each year include the budget process for the Stamp allocation of student organization office space, review of programs and funds allocated to SEE, selection of the recipient of the Adele H. Stamp Memorial Award, and review of retail and food outlets in the Stamp.

In addition to those members of the Board who are appointed by the Student Government Association and the Graduate Student Government, and those members who serve in an ex officio capacity, there are at-large members of the Board who are selected through an application procedure. Persons interested in serving as at-large representatives are to complete the application form on the reverse side of this sheet and submit it for review by the Stamp Advisory Board.

Maintained by the University of Maryland  
Adele H. Stamp Student Union Technology Services [[Login](#)]

Part of the **Division of Student Affairs**  
MON-THUR 7am-12am / FRI 7am-1:30am / SAT 8am-1:30am / SUN 11am-12am

## **ADELE H. STAMP STUDENT UNION STAMP ADVISORY BOARD**

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To provide for students, opportunities for experience in social responsibility and leadership.

To strengthen bonds of friendship among all members of the University community.

To advise the Director of the Adele H. Stamp Student Union – Center for Campus Life, as needed, in the employment of administrative staff.

To advise the Vice President for Student Affairs, as needed, in the appointment of the Director of the Adele H. Stamp Student Union – Center for Campus Life.

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**ADELE H. STAMP STUDENT UNION – CENTER FOR CAMPUS LIFE  
STAMP ADVISORY BOARD  
APPLICATION FOR MEMBERSHIP**

Name: \_\_\_\_\_

ID#: \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Check one:     Undergraduate Student  
                   Non-exempt Staff  
                   Faculty  
                   Alumnus/a

Anticipated Graduation  
 Graduate Student (Master's or PhD)  
 Exempt Staff

GPA: \_\_\_\_\_

Are you available on Friday afternoons at 3:00pm?     Yes     No

Would you be interested in being a member of the Building Utilization Committee? \_\_\_\_\_

The Committee on Building Utilization recommends to the Board policies pertaining to the utilization of space and facilities of the Union, including but not limited to space allocations in the Student Involvement Suite for student organizations, space reservations, and general facilities.

Would be interested in joining the University Book Center Advisory Board? \_\_\_\_\_

The purpose of the UBC board is to maintain two-way communication between the UBC management team and various segments of the university. The UBC advisory board will serve in an advisory capacity to both the Director of the Adele H. Stamp Student Union-Center for Campus Life and the University Book Center management team to assist and provide feedback with regards to making operation improvements, reviewing both short-and long-range goals and reviewing general service and operational philosophy.

1. In what ways have you been involved with the Adele H. Stamp Student Union – Center for Campus Life?

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2. What organizations do you belong to?

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3. What leadership roles have you held or are you holding?

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4. Why do you want to be a member of the Stamp Advisory Board?

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I certify that the information above is correct to the best of my knowledge.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Application forms must be returned by September 4, 2012, no later than 12:00pm.  
to Marie Jenkins in 3100 Stamp Student Union.**



# **Transforming Maryland: Expectations for Excellence in Diversity and Inclusion**

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The Strategic Plan for Diversity at the University of Maryland



# DIVERSITY STRATEGIC PLAN

## University of Maryland

### I. The University of Maryland's Commitment to Diversity

The University of Maryland, the flagship of the University System of Maryland and one of the nation's top research universities, has long embraced diversity as a core value and counts a diverse educational community among its great strengths. Our commitment to diversity rests on three tenets:

1. We believe that living and working in a community that accepts and celebrates diversity is a joy and a privilege that contributes to the vitality and excellence of the educational experience.
2. We believe that as a State university, we have a responsibility to assure all citizens access to the transformative experience of an outstanding higher education and the opportunity for success in this experience.
3. We believe it is essential that our students have exposure to different perspectives, that they interact with people from different backgrounds, and that they explore ideas with those from different cultures in order to succeed in an increasingly diverse workplace and global community.

In short, creating an educational and work environment that is rich in diversity, inclusive, and supportive of all students, faculty and staff is morally right and educationally sound. We commit ourselves fully to implementing the strategies set forth in this plan to achieve an optimal environment for all members of the University community.

The University Strategic Plan of 2008, *Transforming Maryland: Higher Expectations*, clearly states the results we strive for as a preeminent university: impact, leadership and excellence. We know without doubt that the diversity of our university faculty, staff and students is a cornerstone of that excellence. This Diversity Plan is aligned with the goals of the University Strategic Plan. It calls for the University to energetically renew its efforts in diversity. The results will be transformative.

The Strategic Plan states the mission of the University with eloquence: "As the flagship, its task is to look over the horizon, attract the most brilliant minds, advance the frontiers of knowledge, stimulate innovation and creativity, and educate those who will be leaders in business, public service, education, the arts, and many other fields." To succeed in this task we must have a community that acknowledges and celebrates diversity in all its dimensions.

Through the goals and strategies outlined in this plan, we intend to secure and maintain a working and learning environment in which all members of our community are welcomed and can flourish regardless of race, color, creed, sex, sexual orientation, gender identity, marital status, personal appearance, age, national origin, political affiliation, hidden or visible disabilities.

We are confident that we can meet the goals outlined in this document because the University has special strengths on which it can build: 1) a history of national leadership in diversity initiatives during the past three decades; 2) a substantial record of scholarship on diversity issues across the disciplines; 3) a location that offers opportunities to engage with a wealth of diverse communities, including large African-American, Hispanic American/Latino/a, and Asian American populations, and thanks to the proximity of the federal government agencies and offices, a substantial international population; and 4) a conviction that a University community energized by diverse perspectives and experiences provides an enriching educational experience and strong competitive edge for our students, our faculty and our State.

We are uniquely positioned to influence the world *outside* the University based on the contributions and research of our faculty, students, and staff. Our vision for the next decade is to become a model diverse community of learning, exploration, and self examination whose impact is felt across the State, the region, and throughout the nation and world.

## **II. The University's Transformation into a Leader in Diversity**

### **University of Maryland Leaders Embrace Diversity**

The University undertakes this new Diversity Plan after three decades of successful initiatives that focus on diversity issues. We are confident in the University's ability to meet new challenges in creating the community of the future. After an early history in which the University engaged in deplorable practices of discrimination and held destructive prejudices against women, we now have a keen appreciation of the moral imperative of equity and diversity. We know that at the time of its founding in 1856, sixteen of the first twenty-four Trustees of the Maryland Agricultural College were slave owners and that slaves labored, if not on campus, certainly throughout Prince George's County, in which it was built. White women were first admitted in 1916, and African-Americans in 1951. Though slower than we would wish in including all citizens and creating an appropriate climate for their success, in the past decades the University eagerly adopted the ideal of diversity and has worked diligently to transform the campus to become a national leader in this area. The University of Maryland's strategies were among those highlighted in the *Diversity Blueprint: A Planning Manual for Colleges and Universities*, published with the American Association for Colleges and Universities (AAC&U) in 1995. Today we are on the path toward realizing our vision of being a "model multiracial, multicultural, and multigenerational academic community."

We have been guided by many dedicated members of the campus community in this transformation, especially three exceptional leaders: Dr. John Slaughter, Chancellor, 1982-1988; Dr. William E. Kirwan, President, 1988-1998; and Dr. C. D. Mote, Jr., President, 1998-2010. Under their leadership, the University embraced a commitment to diversity with unwavering vigor. The journey toward a diverse and inclusive institution began with race and gender, but the imperative to address other identities became apparent as we undertook various initiatives. Indeed our terminology that today favors the word "diversity" evolved from a growing understanding of the complexity of this work.

During his tenure as Chancellor of the University of Maryland (1982-1988), Dr. John B. Slaughter, one of the first African-American chancellors of a major state university, challenged the campus to become a “model multiracial, multicultural, and multigenerational academic community.” Under Dr. Slaughter’s leadership, the University moved from being an institution focused merely on compliance with equity mandates, to an academic community that addressed diversity proactively.

Under the leadership of his successor, President William E. Kirwan, the University made giant strides in its commitment to equity and inclusion for minorities. His administration supported major initiatives designed to involve every campus unit and department in activities that supported minority faculty, staff and students. University leaders raised expectations for recruitment of faculty, undergraduates, and graduate students from under-represented groups; developed major initiatives to support and mentor minority members on our campus; and provided significant financial support for activities likely to increase the success of minority members of the University community. From 1990 through 1995, President Kirwan led the University’s defense of a legal challenge to the University’s Banneker scholarship, a program designed to enroll academically talented African American students. While the court eventually ruled against the race exclusive nature of the scholarship, the University’s defense of the case was a first step in developing the now widespread use of the diversity rationale to advance affirmative action goals in higher education.

President C. D. Mote, Jr., built on these efforts, deepened our understanding of the complexities of diverse backgrounds and identities, and expanded the focus of our commitment. He sponsored innovative and successful programs that reached into Maryland communities with large numbers of disadvantaged students, and created pipelines for students who had overcome adverse circumstances to obtain an affordable college education. In the past decade, the University significantly increased the graduation rates of undergraduates from all racial/ethnic backgrounds, and made substantial progress in closing the achievement gap. In recognition of the University’s growing global impact, President Mote has also vigorously supported programs that offer students life-changing international experiences.

Led by the President, the administration has pushed aggressively to promote the rights of gays, lesbians, and women and has fought to obtain benefits for domestic partners of University employees. The State began providing same-sex domestic partner health benefits to Maryland State employees and retirees in July 2009. Under President Mote’s leadership, the University has also introduced new family-friendly policies and programs to help faculty, staff, and students balance their academic, work, and family responsibilities.

### **Where We Are Today: Diversity Accomplishments**

Diversity and inclusiveness have, over time, become integral and ongoing components of the University’s institutional identity. A quantitative sketch of our successes indicates how far the University of Maryland has progressed in recent decades.

The diversity of our students:

- Students of color comprise 34% of the undergraduate student body.
- African American students constitute 12% of our undergraduates.
- Asian American students comprise 15% of Maryland's undergraduates.
- The Hispanic American/Latino/a student population increased 29% at the undergraduate level and 58% at the graduate level from 2001 to 2009.
- The percentage of new minority graduate students increased from 16% in 2001 to 21% in 2009.

The success of our students:

- The University of Maryland is one of the top degree granting institutions for African American and other minority students in the United States. In 2009, our campus was rated 1<sup>st</sup> among AAU institutions for the number of African American Ph.D.s.
- In a 2010 study by the Education Trust, the University had the 4<sup>th</sup> highest ranking for 2007 graduation rates of minorities among public research universities.
- In the same study, the University was ranked 14<sup>th</sup> in improved graduation rates for minority students (2002-07).
- Six year graduation rates for African American students have increased from 46.3% to 70.4% in the past ten years (Classes of Fall 1993 and Fall 2003). Graduation rates for Hispanic American/Latino/a students rose from 49.3% to 72.0% in the same time period.
- The University has achieved parity between male and female Bachelors and Masters degree recipients since 2001. In fact, between 2001 and 2008 more women than men were awarded Bachelors degrees.
- The gap between male and female doctorates is also narrowing, with women earning 48% of all doctoral degrees in 2009.

The diversity of our faculty and staff:

- Between 2000 and 2009, the percentage of women in the tenured/tenure track faculty increased from 26% to 31% and the percentage of faculty of color in this group increased from 16% to 20%.
- In 2009, one third of new tenured/tenure track faculty hires were women and 43% were members of ethnic minority groups.
- The number of women department chairs grew from 6 in 2004 to 15 in 2009, a 150% increase.
- The University's diverse staff is 16% African American, 7% Asian American, 5% Hispanic American/Latino/a, 17% from other nations, and 52% women.

### **III. Taking Stock: Diversity Initiatives at Maryland**

#### **University Offices that Promote Equity and Diversity**

Several campus programs have been established that address diversity issues, and the dates of their inception reflect the growing understanding of the complexity of diversity and the variety of groups that need to be served.

The Office of Human Relations Programs (1971), now known as the Office of Diversity and Inclusion (ODI), is responsible for compliance with the Human Relations Code which contains our official nondiscrimination policy (1976; amended in 1992 to include sexual orientation). The Office also provides a variety of multicultural and diversity education programs, including intergroup dialogues.

Many other offices, centers, and programs address specific issues. These include the:

- Nyumburu Cultural Center (1971)
- Office of Multi-Ethnic Student Education (1971)
- Disability Support Services (1977)
- Office of Lesbian, Gay, Bisexual, and Transgender (LGBT) Equity (1998)
- Maryland Incentive Awards Program (2000)
- Office of Multicultural Involvement and Community Advocacy (2006)  
(formerly Student Involvement and Minority Programs 1987)

Special presidential commissions focus on eliminating inequity and fostering community for specific groups on campus. The four President's Commissions focus on: Women's Issues (1973), Ethnic Minority Issues (1973), Disability Issues (1986), and Lesbian, Gay, Bisexual, and Transgender Issues (1997).

The Provost's Conversations on Diversity, Democracy and Higher Education, established in 2003, promote University-wide awareness and dialogue about nationally-important diversity issues.

#### **Diversity in the Curriculum**

The University has been a leader in interdisciplinary programs, with its American Studies program (1945) one of the earliest in the nation. This history was a stepping stone for academic programs and concentrations that focus on educational issues surrounding specific areas of diversity. First introduced in the 1960s, these programs have helped to broaden our understanding of diversity, cultivate community, and build support for various social identity groups.

Many programs that began as concentrations in traditional departments led to the establishment of formal academic programs:

- African American Studies (1968)
- Women's Studies (1977)
- Jewish Studies (1980)
- Latin American Studies (1989)
- Asian American Studies (2000)
- Lesbian, Gay, Bisexual, and Transgender Studies (2002)
- Persian Studies (2004)
- U.S. Latino Studies (2007)

The University has also been a national leader in fostering diversity as a serious topic for research and academic exploration. One of the most important and successful initiatives has been the Consortium on Race, Gender, and Ethnicity (1998). Faculty members working through the Consortium have published groundbreaking studies on the complexity of issues surrounding self-identity and diversity.

In 2008, the U.S. Department of Education granted the University status as a minority-serving institution for Asian Americans and Pacific Islanders, a gateway to targeted support for the growth of academic programs and support for student scholarships.

The David C. Driskell Center for the Study of the Visual Arts and Culture of African Americans and the African Diaspora, established at UM in 2001, preserves the heritage of African American visual arts and culture.

Existing and new courses within established disciplines have been infused with elements and principles of diversity with the assistance of the Curriculum Transformation Project (1989). Since 1990, undergraduate students have had a CORE diversity requirement, and they currently have co-curricular opportunities that address diversity such as Words of Engagement: Intergroup Dialogue Program (2000) and the Common Ground Multicultural Dialogue Program (2000).

There are far more activities, campus-wide, and locally, than we can include in this overview, but the programs listed above represent the breadth of our commitment to building a diverse and inclusive campus community.

#### **IV. Recommendations**

The University of Maryland has laid a strong and broad foundation for diversity and equity over the past three decades. The recommendations in the Diversity Strategic Plan aim to ensure that the University will build on this foundation and continue as one of the nation's higher education leaders in diversity, equity, and inclusion.

Clearly, the University has made great progress. However, building a community in which support for diversity permeates all levels is an on-going process. The University still has much to do to create the optimal, inclusive, learning and work environment to which it aspires.

Vigorous efforts should be made to further diversify the senior leadership, faculty and student body; to create a more vibrant and inclusive campus community; to support diversity-related research; and to implement a curriculum that prepares our students to succeed in a multicultural, globally interconnected world. This Plan sets forth strategies to take us to the next level.

Our Plan seeks to accomplish three goals:

1. To ensure policies and structures are in place at all levels of the University to support transformational leadership, recruitment and inclusion efforts, and to institutionalize campus diversity goals;
2. To foster a positive climate that promotes student success and encourages faculty and staff members to flourish; and
3. To promote a vision across the University that fully appreciates diversity as a core value and educational benefit to be studied, cultivated, and embraced as a vital component of personal development and growth.

The Plan includes many exciting, bold initiatives to help the University meet its goal of excellence in diversity. Highlights include: the appointment of a Chief Diversity Officer and creation of an Office of University Diversity; the establishment of a representative Diversity Advisory Council that will give a central voice to the needs and visions of diverse groups at all levels of the campus community; the introduction of new initiatives to assist with recruitment and retention, such as cluster faculty hires and work-family initiatives; the creation of a “Building Community” fund to support innovative approaches for enhancing the campus climate; and the emphasis on challenging new General Education diversity requirements that will engage students in learning about plural societies and prepare them to be culturally competent leaders.

Following are the major goals and strategies of the Diversity Strategic Plan, organized in six core areas: Leadership, Climate, Recruitment and Retention, Education, Research and Scholarship, and Community Engagement.

## **A. Leadership**

Leadership is essential to building a more diverse, inclusive, and equitable institution. This Plan proposes to strengthen the diversity leadership throughout the campus. The goals and strategies listed below recognize that leadership in diversity must come from senior leaders as well as from the ranks of students, faculty, and staff.

First, the Plan calls for leadership from the top. When the University’s senior administrators endorse diversity programs and initiatives, they affirm that diversity is a core value and set the tone for action throughout the University. The appointment of a Chief Diversity Officer and establishment of a campus-wide Diversity Advisory Council to replace the current Equity Council will be a visible signal of this commitment. With wide representation from campus



groups, the new Council will focus on major diversity initiatives that can help move the campus forward.

Second, leadership in diversity requires a commitment to increasing the presence of individuals from diverse populations among those in charge at all levels. This plan proposes an energetic effort to increase their numbers through robust recruitment strategies. In addition, the University should expand and strengthen programs of professional development that prepare individuals from underrepresented groups already on campus to move into positions of leadership. Students, faculty, and staff all benefit from a community in which those in charge reflect diversity among their ranks.

Finally, the University should support a vigorous effort to inculcate the principles of diversity, equity, and inclusion in all faculty, staff, and students so that leadership in diversity is something every member of the University community understands and for which each one feels responsible.

**GOAL A.1: The University will provide strong leadership for diversity and inclusion at all campus levels.**

### **Strategies**

- A. The President will appoint a Chief Diversity Officer (preferably a Vice President with faculty rank) who reports directly to the President and is a member of the President's Cabinet.
- B. The University will create an Office of University Diversity led by the Chief Diversity Officer. The Officer and his or her staff will advocate for diversity and equity issues; provide active oversight, coordination, and evaluation of work in these areas; track University progress in meeting the goals of the *Diversity Strategic Plan*; and encourage and support the efforts of units to achieve their diversity goals.
  - The Office will serve as a resource providing regular and accurate information on existing University equity and diversity programs, centers, academic units, and identity-based organizations.
  - The Office will develop a comprehensive communication plan and strong campus web presence to: provide diversity and equity information; disseminate examples of best practices for promoting diversity and inclusion; and highlight the University's leadership in diversity research, academic and co-curricular programming, minority graduation rates, and other accomplishments.
  - The Office will establish a resource center to share diversity materials (e.g., curricula/syllabi, co-curricular programs, fellowships, funding opportunities) and provide a site for consultation and collaboration on diversity, equity, and climate issues.

- C. The University will create a campus-wide Diversity Advisory Council with representatives from all divisions, schools/colleges, graduate and undergraduate student bodies, and other appropriate units, to play a key role in advising the Chief Diversity Officer regarding diversity decision-making, planning, and training.
- Units represented on the Diversity Advisory Council will appoint Diversity Officers who will be responsible for providing diversity education and training, overseeing climate assessments, and supporting diversity-related recruitment/retention, programming and evaluation efforts within the unit. Diversity Officers will also collaborate on campus-wide diversity initiatives. Responsibilities, expectations, and accountability for Diversity Officers will be clearly defined and consistent across units.
  - Although the Diversity Advisory Council will replace the Equity Council as the major diversity leadership body, units may continue to appoint Equity Administrators to oversee all aspects of search and selection procedures, including data collection.
- D. The President, Vice Presidents and Deans will take steps to increase the diversity of leadership ranks across all divisions, Colleges/Schools, and departments/units to support a diverse and inclusive institution.
- E. The University leadership will help each unit establish measurable goals for diversity and inclusion at the division, College/School and department/unit levels and help units meet their goals. Accountability mechanisms will be used to assess outcomes. Support for diversity and inclusion will be a uniform qualification for all leadership positions and a performance criterion in the annual reviews of all campus leaders.

**GOAL A.2: The University will increase opportunities for leadership training, mentoring, professional growth and advancement of diverse faculty and staff in all divisions.**

### **Strategies**

- A. The Provost's Office will:
- Provide an annual leadership orientation for all new vice presidents, deans, and department chairs that includes a significant focus on fostering diversity and inclusion. This orientation should address such topics as supporting diversity research/scholarship and teaching, creating an inclusive climate, dealing with sexual harassment, and recruiting and retaining diverse faculty, staff and students.
  - Offer leadership training and mentoring programs, such as the University's Leadership Education and Administrative Development (LEAD) program, which prepare tenured faculty to assume campus and professional leadership positions. Women, minorities, and faculty from diverse backgrounds will be actively encouraged to apply for these programs.

- B. The University will establish leadership education and mentoring programs for talented staff from diverse groups that provide avenues for professional growth, network development, and career advancement.
- C. The Chief Diversity Officer will offer periodic training that prepares faculty and staff from all groups to be influential leaders, advocates and spokespeople for diversity initiatives across the campus.

## **B. Climate**

All individuals in a community need to feel that their individual worth is recognized, their work is respected, and they work in an environment in which they can flourish. If students feel marginalized because they are different from those in the mainstream, if faculty or staff members feel that their contributions are not valued, or if any individual feels isolated and excluded by a climate that is unfriendly or uninterested, the University community is diminished. A welcoming, supportive climate is essential in our academic community.

The University has in place clearly defined policies and legal guidelines to deal with egregious problems such as sexual harassment, hate speech or threats. The initiatives addressed in this Plan aim to ensure that we go beyond a neutral climate to one that is completely supportive and inclusive. This Diversity Plan focuses on ways to enhance day-to-day learning and working conditions. The creation of a climate that nurtures and supports all of its members requires proactive acts of self-examination.

Many useful tools are available for self-assessment of the workplace and classroom climate. Exit surveys, for example, are accepted and valuable ways to measure experiences. The Plan proposes surveys and other formal assessments as initial steps, but units will also find it helpful to gauge climate issues through informal group discussions, spontaneous interviews with individuals in the unit, and other activities.

**GOAL B.1: The University will ensure a welcoming and inclusive learning community, workplace, and campus environment.**

### **Strategies**

- A. Units will actively support and demonstrate adherence to the University's policies on equity, non-discrimination, compliance, and equal employment opportunity/affirmative action.
- B. The Chief Diversity Officer, in collaboration with the Diversity Advisory Council, will:
  - Create an online Climate Assessment Survey that will be administered by all units to establish a baseline so they can assess their needs in creating a climate conducive to success. The results will be submitted to appropriate unit heads (e.g., deans, vice presidents) for review and feedback. The Climate Assessment Survey will be repeated periodically, maybe even annually, as dictated by the results.

- Create the framework for a Climate Enhancement Plan and help units use the Plan to identify strategies for responding to climate concerns and to create an inclusive, welcoming environment. Climate Enhancement Plans will be submitted to and discussed with appropriate unit heads and unit Diversity Officers.
  - Develop a schedule for unit heads and the Diversity Advisory Council to reach out, work with units, and offer them support and advice as indicated by the results of their Climate Assessment Surveys and the outcomes of their Climate Enhancement Plan activities.
- C. The University will survey graduating students on an annual basis concerning the impact of their diversity-related educational and co-curricular experiences, as well as their perceptions of the campus climate.

**GOAL B.2: The University will develop and implement innovative, cross-cutting programs to improve and enhance the campus climate for diverse students, faculty, staff, and visitors.**

### **Strategies**

- A. The Chief Diversity Officer, in consultation with the Diversity Advisory Council, will identify common themes that arise from climate assessments and develop campus-wide programs to foster an inclusive, civil environment and to remedy climate-related problems.
- B. The University will create a “Building Community” fund administered by the Chief Diversity Officer to support innovative initiatives for enhancing the climate within and/or across units, and between social identity groups on campus.
- C. Across the University, in campus-wide social activities and campus offices designed to address issues of different cultural and identity groups, the University will celebrate and promote a community based on inclusiveness and respect for differences, encouraging close interaction among individuals on campus with varying backgrounds, experiences, interests, and perspectives.
- D. The President’s Office will continue to support the Commissions on Women’s Issues, Ethnic and Minority Issues, Disability Issues, and Lesbian, Gay, Bisexual, and Transgender Issues in their work to identify campus diversity concerns, educate University constituencies, advocate for programmatic and policy improvements, and celebrate the achievements of diverse members of the campus community. With oversight from the Chief Diversity Officer, the Commissions may hold annual (or periodic) town meetings of their constituencies to identify issues that require University attention, evaluate progress in achieving equity and diversity goals, and make recommendations to the President.

## C. Recruitment and Retention

Excellence at the University depends on the recruitment and retention of outstanding faculty and staff. Talented individuals with great potential are found among every group. To build an academic community that is preeminent, the University will actively seek and aggressively recruit these outstanding and diverse individuals to our faculty, staff, administrative ranks, and student body. The University has taken action in recent years to remove impediments to effective recruiting and retention of faculty. For example, new policies recognize the needs of faculty involved in child-rearing, a concern that has disproportionately affected the careers of academic women. A newly established Family Care Resource and Referral Service will provide a variety of child and elder care services to facilitate greater work-life balance for faculty, staff, and students. In 2009-10, the University also instituted a policy for Part-Time Status of Tenured/Tenure Track Faculty due to Childrearing Responsibilities, enabling faculty with young children to work part-time.

Research and experience have shown that achieving a critical mass of colleagues is especially important in recruiting individuals from groups who are not in the mainstream. If many individuals from a particular group find support and success in a department or unit, others from that group will be more eager to join them. It will be our goal, at every level, to build the critical mass that signals the University of Maryland is a welcoming home for every individual who aspires to reach his or her highest potential. The promotion of cluster hires and a renewed emphasis on mentoring of junior faculty will help ensure success in building the corps of minority and women faculty across the University. Likewise, the University will support efforts to recruit, retain and promote diverse staff members, and to overcome unfair barriers to their advancement.

The University's recruitment strategies over the past two decades at the undergraduate level have reaped rewards and successes. We are proud of the steady enrollment of African Americans and Asian Americans, of the increasing numbers of Hispanic American/Latino/a students attending the University, and of the numbers of women in our programs. Innovative recruitment efforts at the undergraduate level will continue. The University's Strategic Plan set forth goals for supporting graduate students, casting a wide net in their recruitment that should greatly help to attract minority students and women, and offer them the highest level of mentoring and guidance. We expect steady increases in the enrollment and success of diverse graduate students as a result of these new measures.

**GOAL C.1: The University will continue to recruit, promote, and work to retain a diverse faculty and staff.**

### Strategies

- A. The Provost's office and Colleges/Schools will implement faculty recruitment strategies, such as cluster hiring, faculty exchanges with minority-serving institutions, and programs that build the pipeline of future faculty, to increase faculty diversity and create an inclusive community that facilitates retention. A faculty recruitment fund will provide support to enhance the diversity of the University's faculty.

- B. The University will join the Higher Education Recruitment Consortium (HERC) to increase its competitive advantage in recruiting talented and diverse faculty and staff, and to identify potential positions for their family members.
- C. The Chief Diversity Officer will work with Deans and Department Chairs to determine the availability of women and minorities in targeted fields, and to ensure that departments are making efforts to hire diverse faculty and staff in proportion to their availability in relevant job pools.
- D. The Provost's Office, Deans, and Chairs will develop mentoring, professional growth, and other retention initiatives, such as collaboration cafes, to reduce disparities in the retention rates of tenure track/tenured faculty from diverse groups. Administrators should replicate best practice models from departments that have been successful in retaining and promoting faculty of color, and should provide mentorship training to faculty who choose to become mentors.
- E. The Chief Diversity Officer will monitor faculty retention and promotion/tenure rates, identify impediments to retention and advancement, and make recommendations for remedying identified disparities.
- F. Deans and Department Chairs will carefully evaluate campus service assignments and mentoring activities of junior faculty, with a particular focus on women and minority faculty, and will ensure that they have time to successfully complete their teaching and research responsibilities required for promotion and tenure.
- G. The Chief Diversity Officer will monitor staff retention, promotion, and turnover rates, identify barriers to career advancement, and make recommendations for remedying identified obstacles.
- H. The University will implement family-friendly policies and provide services to facilitate work-life balance as retention incentives.

**GOAL C.2: The University will recruit, retain, and graduate a diverse student body.**

**Strategies**

**Undergraduate Students**

- A. The Division of Academic Affairs will adopt innovative, high-contact recruitment models, including those that employ alumni of color and international alumni, to attract a diverse student body from all areas of the State, the nation, and the world. The University will set appropriate goals for increasing enrollments.
  - The University will increase the percentage of undergraduate students from underrepresented groups (African American, Asian American, Hispanic

American/Latino/a, Native American, and multiracial) to a target of at least 38% of the total enrollment by 2018.

- The University will increase the percentage of international undergraduate students to a target of at least 8% of the total enrollment by 2018.
- B. The University will continue to create scholarship and financial aid programs to ensure that higher education is accessible to diverse undergraduates, particularly low-income, first generation students.
- C. The Division of Academic Affairs will support initiatives that enhance the academic preparation of low income, first generation students during their pre-college years, and that encourage their college attendance.
- D. The University will regularly review its 25 admission factors, including academic achievement, standardized test scores, and other criteria, to ensure that admissions procedures do not negatively impact women, minority, and low-income students. Members of the University community should make every effort to share information about the individualized, holistic evaluation of student applicants to the University.
- E. The University will work to close the academic achievement gap by bringing the graduation rates of African American, Hispanic American/Latino/a, and Native American students in line with those of the general student body. Specifically, the University will reduce the discrepancy between the six-year graduation rate of students from the above groups and that of all students to 5% or lower by 2018.
- F. The University will continue to support offices and programs that facilitate undergraduate student success, progress to degree and timely graduation, including those that provide smooth transitions to campus life, mentoring/advising, and positive academic and co-curricular experiences.

## **Graduate Students**

- A. The Graduate School and Deans will develop innovative programs to recruit, enroll and retain diverse graduate students, and increase their degree completion rate.
- The Graduate School and Colleges/Schools will educate Graduate Directors and other interested faculty on best practices for recruiting, retaining and graduating diverse students.
  - Colleges/Schools will periodically review and provide feedback on department plans for recruiting a diverse student body.
- B. The Provost and Graduate School will consider the success of its programs in recruiting and graduating a diverse population of graduate students when allocating institutional financial support to programs, departments, and Colleges/Schools.

## D. Education

Consistent with the goals of the *Strategic Plan*, the University strives to provide every student with an education that incorporates the values of diversity and inclusion and prepares its graduates for an increasingly diverse United States and evolving global society. Curricula should ensure that graduates have had significant engagement with different cultures and global issues.

The new General Education plan spells out clearly the courses and curricula that will be required to broaden the vision of all undergraduates. Innovative new diversity courses will increase students' understanding of cultural pluralism, develop their cultural competencies, and provide exceptional opportunities to study abroad. In addition, the University has many outstanding scholars whose work has focused on diversity issues within their disciplines. To name just a few, our School of Public Health has a major research focus on the reduction of health disparities in Maryland's minority populations, our History faculty and students have traced historic connections between African American slavery and the Maryland Agricultural College (which grew into the University of Maryland), and our Education scholars regularly conduct studies with urban schools in Prince George's County and Baltimore City that have large minority populations. University faculty from many disciplines have made important contributions to the scholarship on diversity and self-identity. These and many other programs can be given campus-wide publicity and tapped to provide educational experiences for undergraduates.

Through a collaborative process, the University will consider how best to incorporate the study of diversity and different cultural perspectives in its academic programs, courses, and co-curricular programs. Students will gain knowledge of intellectual approaches and dimensions of diversity, develop an understanding of diverse people and perspectives, and recognize the benefits of working and problem-solving in diverse teams. Programs and activities that promote cross-cultural understanding will help to prepare students for careers in a global economic environment and life in a multicultural society.

**GOAL D.1: The University will ensure that undergraduate students acquire the knowledge, experience, and cultural competencies necessary to succeed in a multicultural, globally-interconnected world.**

### Strategies

- A. The University will implement the new General Education plan with Diversity requirements that increase undergraduates' knowledge of diversity issues, understanding of pluralistic societies, engagement with peers from diverse backgrounds, and multicultural competencies. Academic Affairs and Colleges/Schools will support the development of new courses and modification of existing courses to fulfill requirements of the Understanding Plural Societies and Cultural Competency courses in the University's General Education program.



- B. Academic Affairs and Student Affairs will integrate diversity and social justice education into academic courses, living-learning programs, residence hall programs and other co-curricular activities.
- C. The University will expand opportunities for all students to participate in global learning and leadership experiences, including Education Abroad, alternative breaks, service learning and internships. The University will actively encourage and provide incentives for first generation undergraduates, students from minority groups, students with disabilities, and other students from diverse backgrounds to take advantages of these opportunities.
- D. The University will continue to support intergroup dialogue programs that expose students to the identities, backgrounds, cultural values and perspectives of diverse students, and that enhance their communication, intergroup relations and conflict resolution skills.

**GOAL D.2: Departments and programs will equip graduate students with diversity-related expertise.**

**Strategies**

- A. The Center for Teaching Excellence; Office of Diversity and Inclusion; Consortium for Research on Race, Gender and Ethnicity; and Graduate School will collaborate with academic departments to provide Graduate Teaching Assistants with training in how to teach effectively in diverse, multicultural classrooms/settings and incorporate diversity topics in their courses.
- B. Working with the Division of Research and Graduate School, departments will ensure that graduate students are educated in the responsible conduct of research, including research involving vulnerable populations.

**GOAL D.3: The University will increase faculty capacity to educate students about diversity issues and to develop inclusive learning environments.**

**Strategies**

- A. The Division of Academic Affairs will work with department and program chairs to establish curriculum transformation programs that prepare faculty to teach students from diverse backgrounds, employ pedagogies that recognize multiple ways of learning, and integrate diversity issues in their courses and laboratory/research environments, including the new General Education courses.
- B. Faculty will work with colleagues from Student Affairs to develop innovative co-curricular experiences, such as service learning, common ground dialogue programs,

internships and international experiences that equip students to work and live in diverse communities.

## **E. Research and Scholarship**

The University's record is filled with instances of groundbreaking scholarship that illuminate the experiences of women, minorities, and other diverse groups in America. In departments such as Women's Studies, African American Studies, Government and Politics, and Family Science, as well as Journalism, Theater and Music (which recently commissioned *Shadowboxer*, an opera on the life of Joe Louis), research has investigated issues of ethnicity, culture, sexuality, religion, gender, age, disability, and a wide range of other identities. Other research focuses on application of theory to practical situations. In the Colleges of Education and Computer, Mathematical and Physical Sciences, as well as the School of Engineering, researchers are identifying the tools for mentoring and teaching specialists in the Science, Technology, Engineering and Mathematics (STEM) fields, including methods for use in urban communities with large minority and first-generation college populations. School of Business scholars study how diversity in management teams contributes to innovation. Such research is making a difference on campus and in the larger society. Communicating the outcomes of our diversity scholarship in lectures, programs, and events has the potential to energize the campus discussion of diversity issues and inspire research by other faculty and students.

This plan calls for multiple strategies that will strengthen, augment, and enhance opportunities for research and scholarship in diversity fields. In addition, every academic and co-curricular unit will be encouraged to incorporate diversity-related topics, themes, and concerns into their curricula. Such efforts will greatly enrich the educational experience of faculty and students, as well as other members of the University community.

**GOAL E.1: The University will commit itself to developing and supporting the production of nationally recognized research and scholarship on race, ethnicity, class, gender, and other dimensions of diversity.**

### **Strategies**

- A. The Chief Diversity Officer will engage the faculty in opportunities to participate in diversity-themed, interdisciplinary research centers and programs on the campus.
- B. The University will support the recruitment of distinguished senior faculty who can establish world-class, externally funded research/scholarship programs that address race/ethnicity, class, gender, sexual orientation, disability, and other dimensions of diversity.
- C. The Provost will provide seed funding, Research and Scholarship Awards, and/or Creative and Performing Arts Awards for faculty members engaged in cutting-edge diversity research, scholarship, and creative and performing arts projects, including interdisciplinary collaborations.

- D. The Provost will sponsor conferences, symposia and seminars that address diversity research and scholarship, including ways to apply research findings in instructional, co-curricular and institutional improvement activities.
- E. The Provost's Office will work to ensure that diversity research and scholarship is appropriately valued and evaluated in promotion and tenure decisions.
- F. Colleges/Schools will increase opportunities for graduate students to participate in professional development and career preparation activities that support scholarship on diversity issues, such as national/international conference presentations and fellowships for international study. Women, minorities, and other students from diverse backgrounds will be actively encouraged to apply for these opportunities.
- G. The University will create a President's Postdoctoral Fellowship Program, available in all academic fields, for scholars whose research and presence will contribute to the diversity of the academic community.

**GOAL E.2: The University will provide a clearinghouse of opportunities for funded research, scholarship, and creative activities addressing diversity issues.**

**Strategies**

- A. The Division of Research will maintain and disseminate information about funded opportunities for regional, national, and international research, scholarship, and creative activities that focus on diversity and equity issues.
- B. The Graduate School will maintain and publicize an up-to-date list of fellowships and outside sources of support from funding agencies and foundations that are specifically for minority and female graduate students.

**F. Community Engagement**

Community engagement has been an underlying theme in several of the goals listed above. The vision that animates this plan is of a university characterized by intellectual vitality and excitement, where individuals from different backgrounds, ethnic groups, national cultures, socioeconomic groups, and life experiences can share ideas and concerns. This would be a university in which students actively engage with other students, faculty and staff in both formal and informal settings. The Diversity Advisory Council will promote community engagement by sharing examples of other successful campus models. For example, students on the University's Sustainability Council and its student subcommittee share environmental concerns and tackle sustainability issues with faculty and staff from Academic Affairs, Administrative Affairs, Student Affairs, Research, University Relations and the Office of Information Technology. Such engagement enriches the educational experience and leads to personal growth. It builds trust among participants, supports creativity, enlivens intellectual life and creates an ambiance that is characteristic of the great universities.

The University's reach and involvement extend beyond the physical boundaries of the campus. The neighboring communities and regions provide valuable resources for learning and personal growth. For example, the Department of Public and Community Health has maintained a 10-year partnership with the City of Seat Pleasant, with faculty, staff, and students providing health education services to city residents and residents offering feedback on the department's health education curriculum. College Park Scholars partners with the City of College Park to provide weekly tutoring for children through the Lakeland Stars program serving Paint Branch Elementary School. Other community-based activities are described in the Plan, but much, much more interaction takes place between the University and communities throughout the State. Learning experiences include departmental internships, alternative break programs, service learning, and field experiences for credit or for learning, such as Engineers Without Borders, which takes our students to other countries. Engagement in educational, research, and service activities in communities beyond the campus is an important vehicle that broadens perspectives and increases understanding of the value of diversity. This Plan supports University efforts to promote such engagement.

**GOAL F.1: The University will promote academic and co-curricular activities that facilitate positive interactions among students, faculty, staff, and alumni.**

### **Strategies**

- A. The University will create and support opportunities that facilitate dialogue and engagement among diverse students, faculty, staff and alumni, and that contribute to the professional, social, economic, and spiritual development of all participants.
- B. The University will create initiatives that support and expand collaboration on diversity issues between departments/units in Student Affairs, Academic Affairs, Research, Administrative Affairs, University Relations, and the Office of Information Technology. Initiatives will reflect the University's values of diversity, equity, inclusion, and citizenship with the goal of developing the "whole student." The University will showcase innovative and effective initiatives as models for replication.

**GOAL F.2: The University will increase the number of partnerships and the quality of engagement with the diverse external community.**

### **Strategies**

- A. The Colleges/Schools, Institute for Internal Programs and Student Affairs will provide increased opportunities for students to participate in community-based internships, service-learning, international exchange programs, and related activities that enhance their knowledge of diverse populations and their cultural competency.
- B. The University will create new community-based research, continuing education, and extension partnerships, as well as leverage existing partnerships, that benefit diverse populations in the State and surrounding areas.

## IV. Implementation

This Diversity Plan proposes a leap forward at the University of Maryland over the next ten years. Like the University's 2008 Strategic Plan, it sets high expectations and offers a framework and guide for the University as it fulfills aspirations for future excellence in becoming a model of diversity and inclusion. Its vision and initiatives represent a bold and ambitious agenda for the University.

The goals and strategies recommended in this Plan must be thoughtfully and carefully implemented. The role of the Chief Diversity Officer and the Diversity Advisory Council will be crucial to the success of the implementation. They will need to prioritize the proposed goals and strategies, develop a realistic time table, and assign the Plan's specific tasks to offices or individuals responsible for executing them. Their success will depend, in part, on their ability to seek the advice and counsel of expert and engaged faculty, staff and students from across campus as they pursue these goals; their willingness to support bold initiatives; and their acceptance of patience and flexibility in finding ways to achieve their goals. Future, not yet anticipated opportunities or challenges, may create a need to modify individual goals and strategies, or create new ones. Yet the vision of a University community that thrives on diversity, that uses diversity as an educational instrument for personal growth and enrichment, and that cultivates future leaders who embrace diversity will not change. It remains our fixed star.

**GOAL 1: There will be guiding principles developed for the implementation component of the Diversity Strategic Plan. These principles will be developed by the Chief Diversity Officer in consultation with the Diversity Advisory Council.**

- A. The President, Provost, Vice Presidents, Deans, Department Chairs, Directors, and the Chief Diversity Officer should use the Diversity Strategic Plan for planning and decision making related to campus diversity issues.
- B. The Chief Diversity Officer should work with the University's senior leadership to develop incentives for implementing strategies presented in the Plan.
- C. The Chief Diversity Officer, in consultation with the Diversity Advisory Council, should develop measures to monitor and evaluate the success of Plan goals and strategies.

**GOAL 2: The University will prioritize and set a timeline for the goals and objectives of the Diversity Strategic Plan.**

The Chief Diversity Officer, President, and Provost will:

- A. Annually identify high-priority Strategic Plan goals and strategies for implementation.
- B. Identify the individuals/units responsible for implementing and evaluating the progress of prioritized goals and strategies.

- C. Establish realistic timelines and outcome measures for implementing high priority goals and strategies.
- D. Work with the Vice President for University Relations and appropriate development officers to seek financial sources to fund the goals and strategies of the Plan.

**GOAL 3: The Chief Diversity Officer will monitor implementation of the Diversity Strategic Plan and will report annually on Plan progress.**

- A. The Chief Diversity Officer will annually report on the progress of the Diversity Strategic Plan to the President and the President's Cabinet.
- B. After presentations to the President and Cabinet, the annual progress report of the Diversity Strategic Plan will be posted on the University website and released to the University community, including the Student Government Association, the Graduate Student Government, the University Senate, and the *Diamondback*.

**GOAL 4: The University will develop processes for modifying the Diversity Strategic Plan and updating it at least once every ten years.**

- A. Members of the University community will have an opportunity to petition for major and/or minor amendments to the Diversity Strategic Plan.
  - Major amendments will require revisiting the goals and strategies of the Plan or the basic assumptions that have provided direction for the Plan. A major amendment would have an impact on many areas of the Plan.
  - Minor amendments might include a change in the wording of a goal or strategy, or changes in responsible leadership.
- B. The President will appoint a Diversity Strategic Plan Steering Committee to complete a major review and update of the Diversity Strategic Plan no less than once every 10 years.
- C. The Chief Diversity Officer will chair the Diversity Strategic Plan Steering Committee.
- D. The Diversity Strategic Plan Steering Committee will include representation from the faculty, staff, senior leadership, and undergraduate and graduate students.

**DIVERSITY PLANNING  
STEERING COMMITTEE**

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Associate Vice President  
for Academic Affairs  
and Special Assistant to  
the President

**Cordell Black**  
Associate Provost for  
Academic Affairs;  
Associate Professor,  
School of Languages,  
Literatures, and Cultures

**Gloria Aparicio Blackwell**  
Assistant to the Vice  
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Administrative Affairs

**Gloria Bouis**  
Executive Director,  
Office of Diversity and  
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**Kamilia Butler-Peres**  
Undergraduate Student

**Linda Clement**  
Vice President for  
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**Pat Cleveland**  
Associate Dean, R. H.  
Smith School of  
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**Roberta Coates**  
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President and Staff  
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**Natalia Cuadra-Saez**  
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**Wanika Fisher**  
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**Luke Jensen**  
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