

RESOLUTION AGREEMENT

Between the University of California, San Diego,
the U.S. Department of Justice, Civil Rights Division, and
the U.S. Department of Education, Office for Civil Rights

INTRODUCTION

The United States Department of Justice, Civil Rights Division (“DOJ”) and United States Department of Education, Office for Civil Rights (“OCR”) (collectively, the “United States”) investigated alleged incidents of racial discrimination and harassment at the University of California, San Diego (“UCSD” or the “University”) and UCSD’s response to those incidents. Pursuant to the investigation, the United States also reviewed the University’s policies and practices for responding to student complaints of racial discrimination and racially-biased incidents on the UCSD campus. UCSD voluntarily enters into this Resolution Agreement (“Agreement”) to resolve the United States’ concerns.

DOJ enforces Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.* (“Title IV”), which prohibits discrimination based on race, color, sex, religion, and national origin by public elementary and secondary schools and public institutions of higher learning. DOJ and OCR share enforcement authority of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.* (“Title VI”), which provides that no program or activity receiving federal financial assistance from the United States may discriminate on the basis of race, color, or national origin. These statutes are the basis asserted by the United States for jurisdiction to investigate and resolve this matter.

UCSD believes that it is in full compliance with Title IV, as well as Title VI and its implementing regulations (hereinafter, “applicable federal civil rights laws”) and the parties agree that this Agreement does not constitute a finding or admission that the University is not in compliance with applicable federal civil rights laws. However, to resolve this investigation, the parties agree to the terms of this Agreement.

TERMS OF THE AGREEMENT

GENERAL

1. This Agreement shall be signed by counsel for the Departments of Justice and Education, and counsel for UCSD. This Agreement becomes effective on the date all parties receive notice of the final signature on this Agreement (“effective date”).
2. In consideration of, and consistent with the terms of this Agreement, OCR agrees to refrain from initiating enforcement action and DOJ agrees to refrain from initiating litigation regarding the inquiry resolved by this Agreement (*i.e.*, the facts and circumstances relating to alleged incidents of racial discrimination and harassment at UCSD that were alleged to OCR or DOJ on or before the effective date), subject to ¶¶ 30 and 32 of this Agreement. The United States reserves the right to investigate and remediate alleged violations of federal laws not identified through its investigation in this matter.

3. The University has voluntarily initiated a variety of programs and activities to improve the campus climate for the benefit of all students, faculty, and staff. UCSD's programs and activities are outlined in Attachment A (hereinafter "programs and activities"). UCSD proposes that these programs and activities will help to address the United States' concerns regarding alleged incidents of racial discrimination and harassment on campus and UCSD's compliance with federal law. The United States believes that the proposed programs and activities, if implemented consistent with the terms of this Agreement, will resolve its concerns. However, the United States may negotiate with UCSD additional or alternative measures to ensure full compliance with this Agreement and applicable federal civil rights laws.
4. UCSD agrees that the proposed programs and activities described in Attachment A, all policies and procedures governing how UCSD responds to complaints of racial discrimination and harassment, and all related student and faculty trainings are subject to comment, approval, and monitoring by the United States in the manner and to the extent provided in this Agreement.
5. If the University or the United States finds a program, activity, policy, or procedure provided for in this Agreement to be ineffective in redressing the United States' concerns about UCSD's compliance with this Agreement or applicable federal civil rights laws, they will notify the other party in writing, and UCSD will work in good faith to address the concerns.

POLICIES AND PROCEDURES

6. UCSD has adopted policies and procedures on discrimination and harassment. Subject to the comment, approval, and monitoring by the United States provided for in this Agreement, UCSD shall maintain or revise such policies and procedures¹ to ensure that they (a) are designed to prevent harassment from occurring in the first instance; (b) require UCSD to fully and appropriately resolve complaints of discrimination and harassment; and (c) where incidents of discrimination or harassment have occurred, remedy the effects and eliminate any hostile environment that may have resulted.
7. UCSD uses the Office for the Prevention of Harassment and Discrimination ("OPHD") to receive, investigate, and resolve complaints of racial discrimination and harassment. Pursuant to the policies and procedures that govern OPHD, OPHD also is responsible for educating students and training faculty and staff about harassment and discrimination and the University's related policies and procedures. The United States agrees to the use of OPHD for these purposes. As described below, UCSD's policies and procedures governing how

¹ The parties agree that the provisions of this Agreement apply only to UCSD policies and procedures, not the policies and procedures that govern the UC system generally. Notwithstanding any other provision in this Agreement, UCSD shall continue to apply and adhere to any and all policies, including future changes in policies, promulgated by the Board of Regents of the University of California or the University of California Office of the President. If UCSD amends its local policies to conform with such systemwide policies, it may do so without the approval of the United States, but it shall provide to the United States notice of such changes. To the extent the United States has a concern regarding a UC systemwide policy or procedure, it will address that concern to the UC Regents.

OPHD responds to complaints of racial discrimination and harassment are subject to comment, approval, and monitoring by the United States.

8. Within sixty (60) days of the effective date of this Agreement, UCSD shall prepare and submit to the United States for review a written report containing its proposed policies and procedures regarding discrimination and harassment and a detailed explanation of how OPHD and other offices and programs will implement those policies and procedures, as set forth in ¶¶ 8(a)-(i) below. UCSD also shall submit for review all written definitions of harassment or discrimination that apply to UCSD students, including but not limited to the definition of harassment provided in the UCSD Student Conduct Regulations. UCSD's report shall include the following information:
 - a. Delegation of Authority. UCSD shall state how it proposes to delegate the authority and responsibility for resolving allegations of race discrimination and racial harassment involving students to ensure that UCSD is effectively implementing and enforcing applicable federal civil rights laws and related UCSD policies and procedures. UCSD shall explain how authority is delegated between University administrators and OPHD, and any other offices or programs that will have responsibility for receiving and responding to complaints of discrimination and harassment of students.
 - b. Dissemination of Information. UCSD shall state how it proposes to disseminate information about policies and procedures on race discrimination and racial harassment to ensure that UCSD students and personnel are well-informed about the policies; that the policies and procedures are broadly publicized; and that accurate information about the policies and procedures is readily available to interested individuals. At a minimum, UCSD's proposal shall require that UCSD notify all students and University employees of its revised policies and procedures in writing and by posting the revised policies and procedures on UCSD's website. All notifications shall include the name and contact information of the UCSD officials responsible for receiving complaints of racial discrimination and harassment.
 - c. Complaint Intake. UCSD shall include a description of the proposed procedures to ensure that allegations of race discrimination and racial harassment of students are promptly and accurately reported to the proper official, including protocols staff will use to receive and document complaints, determine whether alleged conduct violates UCSD's discrimination and harassment policies and procedures, and make proper notifications and referrals. UCSD also shall state how it will respond to informal complaints, complaints to faculty and staff, anonymous reports, and complaints from witnesses who are not the victims of the discriminatory conduct to ensure that those complaints are promptly and appropriately resolved. For a period of twelve (12) months from the date of entry of this Agreement, within ten (10) business days of OPHD receiving a complaint of race discrimination or racial harassment of a student, UCSD shall notify the United States in writing that a complaint has been received and provide a description or copy of the complaint.

- d. Investigations. UCSD shall include a description of the proposed procedures to ensure that allegations of discrimination and harassment are promptly and effectively investigated, including protocols its staff will use to conduct and maintain records of interviews with complainants, victims, alleged perpetrators, and witnesses; obtain and maintain necessary documents and other materials; and prepare investigation reports.
- e. Investigation Reports. Investigation reports shall include the following information:
 - i. A detailed description of the alleged discrimination and harassment, including the date and location of the incident and the name of the person accused and alleged victim;
 - ii. The date on which OPHD or other designated entity received the allegation or complaint;
 - iii. A detailed description of actions taken by UCSD in response to the allegations, including but not limited to investigations conducted by UCSD;
 - iv. The name and status (*e.g.*, student, professor, or advisor) of each person interviewed who witnessed the alleged act or acts of discrimination and harassment and each person interviewed in any subsequent investigation conducted by UCSD;
 - v. The names and titles of the employees involved in UCSD's response to the alleged discrimination and harassment and whether these individuals are current UCSD employees; and
 - vi. A description of the conclusions and remedial measures recommended by OPHD.
- f. Complaint Resolution. UCSD shall include a description of the proposed complaint resolution system to resolve allegations of race discrimination and racial harassment involving students in an appropriate, effective, and timely manner. If UCSD proposes to employ multiple methods to resolve such allegations, it shall clearly state the criteria to determine the method to be used. The complaint resolution procedure shall include notice to the complainant and the accused student of the outcome of the investigation and the resolution of the complaint, consistent with and to the extent permitted by any applicable privacy requirements. UCSD also shall indicate whether any appeals are permitted under its proposed system and how such appeals would occur. For a period of twelve (12) months from the date of entry of this Agreement, UCSD shall provide to the United States written notification and a description of the resolution within fourteen (14) calendar days of resolving a complaint of discrimination or harassment.
- g. Record Maintenance. UCSD shall describe how it will maintain records related to allegations of race discrimination and racial harassment, including notifications of complaints, interview notes, investigation reports, and documentation of remedial

actions. UCSD agrees that such records will be preserved and maintained for a period no shorter than five (5) years from the date of creation.

- h. Monitoring. UCSD shall describe how it proposes to periodically monitor its policies and procedures on race discrimination and racial harassment to ensure that they are effectively resolving both formal and informal allegations of discrimination and harassment involving students.
 - i. Remedial and Disciplinary Measures. UCSD shall include a description of the proposed criteria used to determine when certain remedial measures, such as educational and training initiatives or disciplinary sanctions, will be employed to respond to race discrimination or racial harassment involving students. UCSD shall explain the potential disciplinary process following a finding of discrimination or harassment, including when and how appropriate remedial and disciplinary measures will be implemented. In addition, UCSD shall describe the criteria it will use to determine when to take remedial actions against student organizations or groups for the actions of individual members. UCSD also shall list and describe the different sanctions that may potentially be imposed against individuals or organizations that violate UCSD's policies and procedures on discrimination and harassment.
9. Within sixty (60) days of receiving UCSD's report pursuant to ¶ 8, the United States shall inform UCSD in writing of any objections or concerns regarding UCSD's compliance with this Agreement or applicable federal civil rights law.
 10. If the United States objects to any provision of UCSD's report, the parties will work together to develop policies and procedures that comply with this Agreement and applicable federal civil rights law.
 11. If the parties are unable to agree on the proposed policies and procedures required by ¶ 8, the United States may use the enforcement provisions of this Agreement.
 12. Within sixty (60) days of receiving approval from the United States, UCSD shall adopt and implement the mutually agreed upon policies and procedures on discrimination and harassment, including mutually agreed upon changes to the definition of harassment in the Student Conduct Code, subject to footnote 1.
 13. UCSD may choose to modify its Student Conduct Code. However, to the extent UCSD seeks to change the provisions of its Code of Conduct that relate to the definition of harassment and discrimination (other than as provided in footnote 1), UCSD must first obtain the approval of the United States. The United States shall respond to a request for approval within sixty (60) days. If the parties are unable to agree on the proposed modifications, UCSD may make such modifications that it deems appropriate and the United States may use the enforcement provisions of this Agreement.

TRAINING

14. Within ninety (90) days of the entry of this Agreement, UCSD shall prepare and submit to the United States for review a written report containing a comprehensive plan for conducting annual training on UCSD's policies and procedures for resolving student complaints of discrimination and harassment ("training plan" or "plan"). The training will be adopted pursuant to this Agreement but subject to, and to the extent permitted by, all applicable University collective bargaining agreements. The training plan shall describe how UCSD will communicate its policies and procedures to all UCSD students and staff. All trainings must cover the revised policies and procedures, notify appropriate persons of programs and activities described in Attachment A, and be varied as otherwise appropriate for different individuals and groups. UCSD shall tailor the topics and scope of coverage according to the needs of the different audiences. For purposes of this Agreement, UCSD's training for students shall consist of direct or otherwise substantive and appropriate instruction on the topics described in ¶ 21 below.
15. The training plan shall ensure that students identified in ¶ 20(k) receive training prior to finalizing registration.
16. Within sixty (60) days of receiving UCSD's report on the proposed training plan, the United States shall inform UCSD in writing of any objections or concerns related to UCSD's compliance with this Agreement or applicable federal civil rights laws.
17. If the United States comments on or objects to any provision of UCSD's proposed training plan, the parties will work together to develop a plan that complies with this Agreement and applicable federal civil rights laws.
18. If the parties are unable to agree on the proposed training plan, the United States may use the enforcement provisions of this Agreement.
19. Trainings shall be part of all UCSD student, faculty, and staff orientation programs. Unless UCSD engages a consultant, trainings during the 2012-13 school year will be conducted under the auspices of trained OPHD staff. Subsequent student trainings may be facilitated by trained student leaders, if UCSD so chooses.
20. **Individuals to be Trained.** UCSD agrees to provide training to the students and staff identified below, and to train students and staff separately. Training of first-year students may be conducted by electronic or other means, however, UCSD shall provide other students and staff identified in this paragraph with in-person training commensurate with their roles and responsibilities on campus. Unless otherwise specified below, UCSD shall train the employees at the Director level or above ("senior staff") in each listed office. Senior staff in each listed office must certify that they have reviewed and discussed UCSD's discrimination and harassment policies and procedures with their staff and have instructed staff on the protocols for responding to student complaints of racial discrimination and harassment. At a minimum, the training plan will provide for specific and appropriate training for the following individuals and groups:

- a. All individuals who are responsible for processing or resolving student complaints of race discrimination and racial harassment, with the exception of all individuals who work in the OPHD, who will receive separate, appropriate training;
 - b. Senior staff in Student Affairs, and senior staff for the Cross Cultural Center;
 - c. All faculty and staff advisors to undergraduate student organizations, including third-party or alumni advisors, and senior staff in the Center for Student Involvement and the Intergroup Relations Program;
 - d. Senior staff in the Department of Human Resources and the Housing, Dining and Hospitality Department;
 - e. All senior staff and staff who substantively interact with undergraduate students or student organizations in each of UCSD's six college Residential Life offices;
 - f. Senior staff in the UCSD Libraries, and all staff who are responsible for library security;
 - g. Senior staff responsible for facilities;
 - h. All staff in the Student Conduct Office, and senior staff in the Office of the Ombuds;
 - i. All staff who are responsible for coordinating incoming undergraduate student orientation programs for each of the six UCSD colleges;
 - j. All undergraduate students who serve as officers in student organizations that are registered or recognized by UCSD; and
 - k. All first-year undergraduate students.
21. Training Topics and Objectives. UCSD's training plan shall ensure that (a) administrators, faculty, and staff are trained on how to implement the revised policies, procedures, and programs; and (b) students are adequately educated on UCSD's policies and procedures on discrimination and harassment. The plan shall provide for appropriate training based on the target audience and shall modify the content of the training based on the roles and responsibilities of the individuals receiving the training. To that end, at a minimum, the plan will provide for appropriate training on the following topics:
- a. The existence of and general requirements of applicable federal civil rights laws;
 - b. UCSD's policies and procedures on discrimination and harassment, and where copies of the policies and procedures can be obtained;
 - c. The types of conduct that may constitute a violation of UCSD's policies on discrimination and harassment, including but not limited to disparate treatment (including exclusionary practices) and harassment (including physical, verbal, written, and visual), with appropriate examples;
 - d. The reporting obligations of employees who witness actions that violate the policies on discrimination and harassment and the resources available for student witnesses;
 - e. The identity and contact information for the UCSD official(s) and office(s) responsible for resolving discrimination and harassment complaints;
 - f. The process for initiating a discrimination or harassment complaint;
 - g. UCSD's Principles of Community; and
 - h. Potential consequences for violations of the policies on discrimination and harassment.

22. UCSD shall begin implementing the training plan within sixty (60) days following approval by the United States. Good faith training efforts conducted by UCSD while approval from the United States is pending are acceptable. The United States may observe training sessions upon giving a minimum of three (3) business days advance notice.

MONITORING AND CONCLUSION OF INVESTIGATION

23. UCSD shall provide documentation of its compliance with this Agreement in a written report (“Compliance Report”). The Compliance Report shall be sent to the United States on February 1 and August 1 for the years 2012-2015, with the first Compliance Report due August 1, 2012.
24. From the date UCSD enters into this Agreement or the date of the immediately preceding Compliance Report, whichever is later, UCSD shall provide in its Compliance Reports:
- a. For the first Compliance Report, copies of all written policies, procedures, and protocols related to racial discrimination and harassment, indicating for each whether the policy, procedure, or protocol is governed by UCSD or the Board of Regents; for each Compliance Report thereafter, documentation reflecting any substantive changes to such policies, procedures, and protocols;
 - b. Copies of all complaints of racial discrimination and harassment against UCSD students, copies of all related investigation reports, as defined in ¶ 8(e), and documentation of all remedial and/or disciplinary action taken in response to each complaint, if any.² Within thirty (30) days of a request, UCSD shall provide to the United States copies of all documents that reference the alleged discrimination and harassment, including but not limited to investigation notes, internal memoranda and notes, emails, written/oral communications with the complainant, and notifications/communications with the person accused;
 - c. The name and position of all employees and students selected and trained to lead UCSD trainings on UCSD’s policies on discrimination and harassment pursuant to the training plan provided for in this Agreement;
 - d. A description of all trainings provided pursuant to this Agreement, including the date, time, duration, whether the training was mandatory or voluntary, and the nature of the training (*e.g.*, in-person, media-based). For media-based trainings,

² The Family Educational Rights and Privacy Act (FERPA) expressly permits educational agencies and school districts to disclose educational information to, among other people “authorized representatives of the Attorney General of the United States.” *See* 34 CFR 99.31(a)(3). The regulations state that these officials “may have access to education records in connection with an audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.” 34 CFR 99.35. The parties agree that UCSD will redact identifying student information before providing investigation reports to the United States, but shall release the redacted information if specifically requested by the Department of Justice for law enforcement purposes.

UCSD shall produce a copy of the training, in electronic form where reasonably practicable;

- e. A list of scheduled live trainings related to UCSD's policies and procedures on discrimination and harassment scheduled to be conducted in the six month period *following* the Compliance Report (*e.g.*, September to January, February to August), by date. Within thirty (30) days of a request by the United States, UCSD shall provide additional information regarding upcoming trainings to the extent such information is readily available;
 - f. Pursuant to the Training section of this Agreement:
 - i. The total number and percentage of employees specified in ¶ 20 who have received the training, by office/organization/category (*e.g.*, Library staff: 20 senior staff, 75% of required staff);
 - ii. Copies of each training agenda (and, upon request, training materials distributed);
 - iii. For in-person trainings, the name and position of the individual(s) who conducted each training;
 - iv. The name and position of all senior staff specified in ¶ 20 who have not received the training as of the date of the Compliance Report;
 - v. A statement describing UCSD's plan for training those employees who have not yet received training; and
 - vi. Within thirty (30) days of a request by the United States, UCSD shall produce the certifications of senior staff designated in ¶ 20 that they have discussed UCSD's discrimination and harassment policies and procedures with their staff.
 - g. A brief description of the status of the programs and activities in Attachment A. Within thirty (30) days of a request by the United States, UCSD shall provide additional information and documents related to any program or activity contained in Attachment A or any program proposed to replace or modify a program or activity provided for in Attachment A; and
 - h. Beginning in August 2013, for each August report, a copy of the annual report by the Director of OPHD to the UCSD Campus Council on Climate, Equity and Inclusion.
25. To the extent UCSD proposes to make material modifications to one of the programs in Attachment A, it shall notify the United States in writing. Within thirty (30) days of receiving such a proposal, the United States shall notify UCSD of any concerns or objections regarding the proposed modification(s). If the United States raises such a concern or objection, the parties will work together to develop modifications that comply with this Agreement and applicable federal civil rights laws. If the parties are unable to agree on the proposed modifications, the United States may use the enforcement provisions of this Agreement.

26. The United States may request other information and documents reasonably related to the enforcement of this Agreement and UCSD's compliance with the prohibitions on racial discrimination in Title IV and Title VI. UCSD shall have a minimum of thirty (30) days and no more than sixty (60) days to respond to such requests. Notwithstanding any other provision herein, nothing in this Agreement shall be construed as a waiver by the University of any privilege, including without limitation the attorney-client privilege.
27. Within ninety (90) days of receiving a Compliance Report from UCSD, the United States shall notify UCSD in writing of any objections or concerns it may have regarding UCSD's compliance with the terms of this Agreement or applicable federal civil rights laws.
28. If the United States has any objection or concern about UCSD's compliance with this Agreement or applicable federal civil rights laws, the parties will work cooperatively to resolve the United States' objection or concern.
29. The United States shall close its current investigation into UCSD's policies and procedures on discrimination and harassment and this Agreement shall expire ninety (90) days after the United States receives UCSD's August 1, 2015 Compliance Report. If the United States notifies UCSD of any objection or concern about UCSD's compliance with this Agreement, Title IV, or Title VI, within ninety (90) days of receiving the August 1, 2015 Compliance Report, UCSD shall make a good faith effort to address those objections within a reasonable period of time or will negotiate modifications to the Agreement to address such objections.
30. If the United States fails to notify UCSD of the existence of objections or concerns within the time frames provided in this Agreement, it shall be deemed that the United States has waived its right to raise any objection or concern and may not later cite such objection or concern as evidence of UCSD's noncompliance with this Agreement or applicable federal civil rights law. The parties may, however, grant extensions of any deadline in this Agreement upon mutual agreement of all parties.

ENFORCEMENT OF AGREEMENT AND FEDERAL LAWS

31. This Agreement is enforceable only by the United States and UCSD. UCSD understands and acknowledges that the United States may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. The United States understands and acknowledges that in the event of any such proceedings, UCSD reserves the right to assert any and all legal or factual defenses. Before initiating administrative enforcement or judicial proceedings to enforce this Agreement, the United States shall give UCSD written notice of the alleged breach and a minimum of twenty-one (21) calendar days to cure the alleged breach.
32. Nothing in this Agreement alters the right of the United States to evaluate UCSD's compliance with this Agreement, including the right to conduct site visits, attend and observe trainings, and engage in communications with students and employees outside the presence of UCSD personnel or representatives in accordance with the law and applicable rules of

professional conduct. The United States retains the right to request interviews with the UCSD Chancellor, UCSD Vice Chancellors, Director of the Intergroup Relations Program, Director of the Cross Cultural Center, and Director of the OPHD, after giving reasonable notice to UCSD counsel.

33. UCSD understands and acknowledges that the United States retains the right to investigate and, where appropriate, to initiate administrative enforcement or judicial proceedings concerning any and all allegations of discrimination by UCSD not resolved by this Agreement, consistent with its responsibility to enforce Title IV and Title VI, consistent with this Agreement. Before initiating administrative enforcement or judicial proceedings, the United States shall give UCSD written notice of the alleged violation and a minimum of twenty-one days to cure the alleged violation. UCSD reserves the right to assert any and all legal or factual defenses in any such proceedings.
34. This Agreement does not constitute a finding or admission of wrongdoing of any kind.
35. All Compliance Reports shall be sent via Federal Express or some other comparable service which provides for tracking of packages; however, it is acceptable for notices pursuant to this Agreement to be sent by other means. The addresses below may be changed by providing written notice to the other parties. Notices shall be deemed received on the date of actual delivery to the following addresses:

To the United States:

Whitney Pellegrino

U.S. Department of Justice,
Civil Rights Division, EOS
601 D Street, NW
Patrick Henry Building, Suite 4300
Washington, DC 20579

David Rolandelli

U.S. Department of Education
Office for Civil Rights
50 Beale Street, Suite 7200
San Francisco, CA 94105

To UCSD:

Daniel W. Park, Esq.

Chief Campus Counsel
Office of the Campus Counsel
University of California, San Diego
9500 Gilman Drive #0097
La Jolla, CA 92093-0097

SO AGREED.

For the United States:

Thomas E. Perez
Assistant Attorney General

Russlynn Ali
Assistant Secretary



Anurima Bhargava
Franz R. Marshall
Whitney M. Pellegrino
U.S. Department of Justice
Civil Rights Division
Educational Opportunities Section
950 Pennsylvania Avenue, NW
Patrick Henry Building, Suite 4300
Washington, DC 20530
Tele: (202) 616-9939
Fax: (202) 514-8337

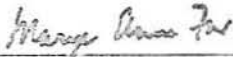
Date Signed: 4/10/12



Arthur Zeidman
U.S. Department of Education
Office for Civil Rights
50 Beale Street
Suite 7200
San Francisco, CA
Tele: (415) 486-5555

Date Signed: 4/13/12

For the University of California, San Diego:



Dr. Marye Anne Fox, Chancellor
University of California, San Diego

Date Signed: 4/9/12



Daniel W. Park, Esq.
Chief Campus Counsel
University of California, San Diego
University Center 201, 0097
9500 Gilman Drive
La Jolla, CA 92093-0097
Tele: (858) 822-1237

Date Signed: 4/9/12

UCSD RESOLUTION AGREEMENT
Attachment A

Centralized Bias Reporting

1. Office for the Prevention of Harassment and Discrimination.

UCSD has established this office to serve as a central location to receive and process complaints about bias, harassment, and discrimination. The mission of OPHD includes receiving complaints, facilitating informal resolutions, conducting formal investigations, and compiling statistical information about the type and number of complaints received. OPHD is charged with educating the campus community about bias, harassment and discrimination and about the University's policies and procedures in this area. Students, faculty and staff will be able to report incidents of bias, harassment or discrimination either online or by email, telephone, campus mail, in person, or through the UC Systemwide Bias Reporting System and reporters may choose to remain anonymous. All reports to OPHD will be logged and followed up on, either directly by OPHD staff or by other responsible University officials.

Student Life

2. Resource Centers.

The Black Student Union and the Movimiento Estudiantil Chican@ de Aztlán have been provided on-campus space for a joint resource center where students can hold meetings and events. The University has also created an Inter-Tribal resource center in the Price Center.

3. Additional Funding for Student-Led Outreach and Retention Efforts.

The University has made available up to \$330,000 in additional annual funding for the outreach and retention programs of the student-run Student Promoted Access Center for Education and Services (SPACES) with the goal of recruiting students from historically underrepresented groups and providing support and assistance to help retain those students after they enroll.

4. Multicultural Living and Learning Community.

UCSD established a program in which students interested in participating in educational and social opportunities related to multiculturalism and social justice can share a residential space to develop common bonds and share experiences.

5. Campus Artwork.

UCSD has made a permanent mural celebrating Mexican heritage on the outside of Peterson Hall. The University has identified space in the Price Center for an African-American-themed mural.

Academic Life

6. New Faculty Recruitment.

In 2010-2011, UCSD initiated searches for 12 faculty positions with the goal of promoting diversity on campus. To date, 9 appointments have been made, 2 searches have been carried over to 2011-2012, and 1 search failed. In the search for new faculty, a primary criterion for selection into these positions is a demonstrated commitment to promoting diversity and the applicant's ability to advance the campus' diversity efforts.

7. Task Force to Promote the Recruitment, Support and Retention of Underrepresented Faculty. UCSD's Associate Vice Chancellor for Faculty Equity has established a taskforce to identify best practices for the recruitment, support, and retention of faculty from underrepresented groups. The taskforce includes the Faculty Equity Advisers from each of the academic divisions.

8. General Diversity Requirement.

Each of the six undergraduate colleges of UCSD has the following general education requirement related to diversity: "A knowledge of diversity, equity, and inclusion is required of all candidates for a Bachelor's degree who begin their studies at UCSD in lower-division standing in Fall 2011 or thereafter, or in upper-division standing in Fall 2013 or thereafter."

9. New Postdoctoral Fellowships.

UCSD has created the Chancellor's Postdoctoral Fellowship Program for Academic Diversity as part of the University of California President's Postdoctoral Fellowship program. The program offers two postdoctoral research fellowships and faculty mentoring to qualified scholars in all fields whose research, teaching, and service will contribute to the diversity and equal opportunity at the University of California; including public service addressing the needs of our increasingly diverse society, efforts to advance equitable access to higher education for women and minorities, or research focusing on underserved populations or understanding issues of racial or gender inequalities. Recipients will be eligible for a hiring incentive program for faculty appointments at University of California campuses.

10. Teaching Diversity Conference.

In January 2011, the campus hosted the Teaching Diversity Conference. The Conference brought together educators and students to discuss the implications of racial and other identities and to discuss best practices for teaching students to engage with questions of diversity in America. More details on the conference are available at <http://muir.ucsd.edu/diversitymatters/diversity-conference.shtml>. The University will explore opportunities for future conferences and events on topics related to diversity and cultural sensitivity.

11. African-American Studies and Chicano-Latino Arts & Humanities Minors staffing.

Permanent funding has been allocated by UCSD to provide for staff positions to support the African-American Studies Minor and the Chicano Latino Arts & Humanities Minor.

Promotion of a Respectful Learning Environment

12. Principles of Community.

UCSD will continue to take steps to reaffirm their Principles of Community (available at <http://www.ucsd.edu/explore/about/principles.html>) and to encourage students and staff to make the Principles an integral part of their everyday conduct on campus. New student orientation programs will include special events dedicated to explaining the Principles and their centrality to the University's vision for the campus community. In addition, the University requires that all new staff receive a copy of the Principles when they join the University. Offer letters sent to potential faculty members contain a statement that UCSD adheres to the Principles of Community and expects all members of the University community to do so as well.

13. Culturally Competent Managers Program.

UCSD's department of Human Resources has developed and is in the process of implementing an optional training program for campus supervisors, including administrators and department heads, on culturally competent management. The program will equip supervisors, and those aspiring to those positions, with tools for recognizing culturally significant issues and for addressing those issues in a productive way and in a manner consistent with UCSD policy. The training includes "e-learning" on demand and associated classroom lab sessions that will be offered at least annually.

14. Climate Survey Tools.

UCSD will use a campus climate survey to periodically assess campus climate issues, including but not limited to issues related to racial discrimination and harassment.

Admissions & Outreach Activities

15. Expanded Student-Initiated Yield Programs.

UCSD will continue to provide funding to the Black Student Union's student-led Admit Day Overnight Program.

16. Enhanced Information for Prospective Students.

The Office of Admissions and Relations with Schools developed a guide for African-American students, which includes detailed information about academic, financial, and social resources. A copy of the guide is available at http://blackstudentunion.ucsd.edu/downloads/Black_Book_10MAR16.pdf.

17. Admitted Student Calling Campaign.

UCSD has expanded a program to reach out to students from historically underrepresented groups who had been offered admission to the campus. University leaders, such as the Chancellor, the Vice Chancellors, and academic Deans, place calls to students and their families to answer questions and to encourage them to consider UCSD for college.

18. Expanded Local Outreach.

UCSD has expanded its outreach program called “An Evening with UCSD.” The program focuses on attracting students from schools with a large proportion of students from historically underrepresented groups.

19. Partnership with Compton High School.

In July 2010 the campus hosted twenty students from Compton High School who participated in a three-week program at UCSD/Scripps Institution of Oceanography. The program, “Focus on the Future: The Compton – UCSD Connection,” had a specially designed set of activities at SIO, presented through UCSD Extension’s Academic Connections. As permitted by budget constraints, UCSD will make a good faith effort to continue to offer this program or a comparable one involving local schools.

20. Expanded Summer Bridge Program.

UCSD has committed over \$60,000 in additional funds to expand the number of students participating in the 2011 Summer Bridge Program from 120 to 140 students in the fourth and fifth quintiles of high schools in California. UCSD will make a good faith effort to continue to offer this program.

Development and Philanthropy

21. New Development Officer for Diversity Initiatives Hired.

UCSD will maintain a funded position for a Director of Development for Diversity Initiatives whose primary responsibility is to seek out private support from grants and gifts to promote diversity-related activities on the campus. Funds generated by the Director of Development for Diversity Initiatives go directly to supporting the campus’ many diversity-related programs, subject to and consistent with donor-imposed restrictions.

Accountability & Future Action

22. UCSD Campus Council on Climate, Equity and Inclusion.

The UCSD Campus Council on Climate, Equity and Inclusion is comprised of student leaders from underrepresented minority groups, faculty who have a demonstrated commitment to promoting diversity, community members and alumni who have a strong interest in supporting the campus’ diversity efforts, the Vice Chancellor for Student Affairs, the Vice Chancellor for Equity, Diversity, and Inclusion, the Vice Chancellor for Resource Management and Planning, and the Chancellor. Overseeing the work of the UCSD Campus Council is the President of the University of California’s UC Council on Campus Climate, Culture and Inclusion. To identify campus climate issues, the Campus Council, among other things, will review the results of campus climate surveys and will work collaboratively with OPHD. On an annual basis, the Director of OPHD shall provide a report and make a presentation to the Campus Council on trends related to discrimination and harassment on campus, and shall, as appropriate, communicate issues related to incidents of harassment and discrimination on campus throughout the year. The Campus Council will draft annual written reports on campus climate issues. The UCSD representative on the Campus Council

will provide UCSD's reports to the President's Council. The President's Council will provide a second level of accountability for the campus' diversity efforts.