

Resolution Agreement

The Regents of University of California on behalf of the UCSF Campus
OCR Case Number 09-16-2036

To resolve the concerns identified by the U.S. Department of Education, Office for Civil Rights (OCR), in the above referenced complaint filed under Title VI of the Civil Rights Act of 1964 (Title VI), the Regents of the University of California, on behalf of its University of California San Francisco Campus (UCSF), on behalf of its School of Dentistry (School), without admitting to any violation of law, agrees to implement the following provisions in this Resolution Agreement (Agreement).

I. Guidance on Discrimination and Harassment Based on Race, Color or National Origin

- A. In consultation with OCR, the School will review, and revise as needed, its nondiscrimination policy to ensure that: 1) it prohibits discrimination, including harassment, against a student based on race, color and national origin, by a third party operating within a program or activity of the School; and 2) its definition of School programs and/or activities includes externship, clinical and other programs arranged by or required by the School.
- B. The Office for the Prevention of Harassment and Discrimination (OPHD) and the School will provide training on its obligation to investigate harassment and discrimination based on race, color, and national origin. The training will be provided to School Clinical Directors, Course Chair(s), and Associate Deans. The training will include discussion of the School's obligation to respond once it has notice of discrimination or harassment of a student on the basis of race, color, or national origin by a third party that took place in a School program or activity, including externship, clinical, or other programs arranged by or required by the School.
- C. The School will distribute a guidance memorandum to all SOD Clinical Program Directors, Course Chair(s), and Associate Deans that includes the information in Section I.A above.

II. Investigation of Discrimination and Harassment Complaint

Within 14 days of the date this Agreement is signed, UCSF will provide the Complainant with a further opportunity to allow UCSF to share information with the third party program site involved in this case and provide Complainant with an opportunity to participate in an investigation and notify her that if she declines to participate, UCSF will proceed on a limited basis as permitted by law. Within 75 days of the date this Agreement is signed, UCSF will investigate or will obtain a copy of a determination of any investigation and/or findings from the third party program site and resolve the Complainant's allegation of discrimination and harassment on the basis of national origin. If UCSF makes a determination that discrimination or harassment occurred, its resolution will be tailored to the issue presented, to address harm and prevent recurrence.

III. Reporting

- A. Within 60 days of the date this Agreement is signed, the School will provide a copy of the nondiscrimination policy described in Section I.A to OCR. If revisions to the nondiscrimination policy are needed, the School will provide written documentation showing the adoption of the revised policy within 90 calendar days of OCR review and approval.
- B. Within 60 days of the date this Agreement is signed, pursuant to Section I.C. above, the School will provide a draft of the guidance memorandum to OCR for review and approval. The School will finalize the memorandum within 30 days of receiving OCR's approval.
- C. Within 120 days of the date this Agreement is signed, pursuant to Section I.B. above, OPHD will provide to OCR for review and approval a copy of the harassment training agenda, including the names of the trainer(s) and the proposed date(s) of completion, and a copy of the training materials.
- D. Within 30 days of the completion of the training pursuant to Section I.B. above, OPHD will provide OCR with documentation of the training. This documentation is to include (a) the names and titles of the trainer(s), (b) the dates of the trainings, (c) a copy of the final agenda and materials used at each of the trainings, and (d) a list of the participants.
- E. Within 10 days of the resolution of the complaint described in Section II, the School will provide OCR with a copy of the outcome of the investigation and documentation that it was sent to Complainant.

IV. Monitoring

UCSF understands that OCR will not close the monitoring of this Agreement until OCR determines that the School has fulfilled the terms of this Agreement and is in compliance with Title VI and its implementing regulations, at 34 C.F.R. Part 100, which were at issue in this case.

UCSF understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, UCSF understands that during the monitoring of this Agreement, if necessary, OCR may visit UCSF, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms of this Agreement and is in compliance with Title VI and its implementing regulations, at 34 C.F.R. Part 100, which were at issue in this case.

UCSF understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____
John Featherstone, PhD
Dean

05/23/2016
Date

_____/s/_____
J. Renee Chapman Navarro, PharmD, MD
Vice Chancellor

05/23/2016
Date