

Volk v. Board of Trustees:

Settlement Agreement

1. On Wednesday, March 20, 2019, the parties will jointly submit to the Court this Settlement Agreement and Stipulated Dismissal with Prejudice.

2. As part of the settlement between the parties, California State University ("CSU") will agree to issue a statement focused on *Charles Volk and Liam Kern v. Board of Trustees of California State University and Mandel, et al. v. Board of Trustees of California State University, et al.* In the statement, CSU will express its commitment to safeguarding the rights of all members of the San Francisco State University ("SFSU") community, including Jews, to practice their religion, to express their legally protected viewpoints, including Zionist and pro-Israel viewpoints, and to participate in university-sponsored activities free from discrimination based on any protected status, including their Jewish faith. SFSU will commit that, going forward, its implementation of CSU antidiscrimination policy and procedure shall be guided by lessons learned in connection with the Mayor Barkat event and the Know Your Rights Fair; and CSU will protect SFSU students' right to be free from discrimination in CSU programs or activities based on any protected status, including the Jewish faith. CSU will include in its statement that it understands that, for many Jews, Zionism is an important part of their identity. (All conduct remains subject to university policy and applicable federal and state law.)

3. As part of the settlement between the parties, SFSU will reaffirm its commitment to enforcing all applicable university policy, including CSU Executive Orders 1096, 1097 and 1098 (and any successor executive orders), and SF State University Executive Directive 89-13 (and any successor directive or policy), in furtherance of the rights discussed herein.

4. As part of the settlement between the parties, CSU will issue a statement that persons of all faiths, ethnicities, national origins, and viewpoints, including but not limited to Jews, Israelis, and Zionists, are welcome on the SFSU campus. (All conduct remains subject to university policy and applicable federal and state law.)

5. CSU is in the process of seeking to hire a Coordinator of Jewish Student Life within the Division of Equity & Community Inclusion who will,

among other responsibilities, address issues concerning Jewish students' experience, engagement and success at SFSU. This Coordinator will also work to address issues of anti-Semitism on the SFSU campus through a variety of programming efforts. CSU will consult with the Jewish Studies Department about who to hire as Coordinator of Jewish Student Life. CSU will make all reasonable efforts to fill this position within 90 days of a settlement agreement, and the position will be preserved and funded for a minimum of 48 months.

6. As part of the settlement between the parties, SFSU will retain an independent, external consultant (i) to assess SFSU's procedures for enforcement of applicable CSU system-wide antidiscrimination policies and student code of conduct; (ii) to assess SFSU's campus policy and procedures regarding time, place and manner; and (iii) to make non-binding recommendations about best practices in these respects. SFSU will share with plaintiffs (through their counsel) and make publicly available the consultant's recommendations and the campus's response to the recommendations (subject to any privacy or confidentiality restrictions imposed by law). Further, SFSU will conduct a program review of work conducted by the new Coordinator for Jewish Student Life on an annual basis for 48 months. SFSU will share with plaintiffs (through their counsel) and make publicly available the findings of this program review.

7. As part of the settlement between the parties, SFSU will, for a period of 24 months, assign all complaints of religious discrimination under either EO 1096 or EO 1097 to an independent, outside investigator for investigation. During this time period, SFSU will take appropriate steps to ensure that internal investigators and appropriate administrators receive updated training on issues related to discrimination based on religion informed by current best practices, the recommendations of the consultant referenced in paragraph 6, and the knowledge and expertise of the Coordinator of Jewish Student Life.

8. As part of the settlement between the parties, SFSU will dedicate suitable office space for the Coordinator of Jewish Student Life. The Division of Equity & Community Inclusion will employ a variety of modalities (including web-based) to notify the SFSU community of this new position and the location of the Coordinator's office.


9. As part of the settlement between the parties, SFSU will allocate an additional \$200,000 to support educational outreach efforts to promote viewpoint diversity (including but not limited to pro-Israel or Zionist viewpoints) and inclusion and equity on the basis of religious identity (including but not limited to Jewish religious identity); and SFSU will report how such funds were invested and any outcomes/assessment data, as well.

10. As part of the settlement between the parties, each party would bear its own fees and costs. CSU would make a \$36,000 contribution toward plaintiffs' litigation expenses.

11. As part of the settlement between the parties, CSU will make reasonable efforts to create, within 24 months, a more formalized and centralized campus programming system for campus events, which would attempt to prevent the sorts of problems that arose with the Mayor Barkat and Know Your Rights Fair events.


12. As part of the settlement between the parties, CSU will engage in student shared governance process about allocating space on the SFSU campus for a mural to be installed under the oversight of the Division of Equity & Community Inclusion, paid for by the University, that will be designed by student groups of differing viewpoints on the issues that are the subject of this litigation to be agreed by the parties (including but not limited to Jewish, pro-Israel, and/or Zionist student groups, should such student groups elect to participate in the process).

13. As a part of the settlement between the parties, Plaintiffs will dismiss with prejudice all claims for relief and causes of action in *Mandel v. Board of Trustees* and *Volk v. Board of Trustees*.

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Date: 3/20/2019

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