

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement”) is entered into between Mental Health & Wellness Coalition, Erik X., Tina Y., Jacob Z., Harrison Fowler, Rose A., and Sofia B. (“Plaintiffs”) and the Board of Trustees of the Leland Stanford Junior University (“Stanford”) effective as of the last date on which it is signed by Stanford or any of the Plaintiffs (the “Effective Date”).

### **RECITALS**

1. The named plaintiffs in the original and amended complaints are a coalition of Stanford student groups and seven individuals who are current or former Stanford students. Five current or former students of Stanford are also identified in the complaints as interested parties. This group is collectively referred to herein as “Plaintiffs.”

2. A dispute has arisen between Stanford and Plaintiffs regarding whether Stanford employs policies, practices, and procedures that discriminate against students with mental health disabilities.

3. On May 17, 2018, Plaintiffs filed a class action complaint for injunctive and declaratory relief against Stanford in the United States District Court for the Northern District of California, numbered therein as 5:18-cv-02895-NC (the “Action”), and on July 16, 2018, Plaintiffs filed an Amended Complaint (together, “Complaints”). The Complaints brought seven causes of action against Stanford for violations of (1) Title III of the Americans with Disabilities Act (42 U.S.C. § 12182, *et seq.*); (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794, *et seq.*); (3) the Fair Housing Act (42 U.S.C. § 3601, *et seq.*); (4) the Unruh Civil Rights Act

(California Civil Code § 51, *et seq.*); (5) California Government Code § 11135; and (6) the California Fair Employment and Housing Act (California Government Code § 12900 *et seq.*); and (7) for declaratory relief.

4. The parties participated in a mediation process under the supervision of Cathy Yanni of JAMS, which all parties agreed was a confidential process, and for which all confidentiality obligations survive execution of the Agreement.

5. Stanford and Plaintiffs now desire to settle all disputes between them, including their individual claims alleged in the Complaints. No class has been certified in the Action and this Agreement is not intended to settle the claims of any member of the putative plaintiff class described in the Complaints other than Plaintiffs.

Accordingly, in consideration of the mutual promises and covenants contained herein, Stanford and Plaintiffs agree as follows:

#### **AGREEMENT**

1. NO ADMISSION OF LIABILITY. The Agreement is a compromise and settlement of disputed claims, and nothing herein may be construed as an admission by either Stanford or Plaintiffs as to any claim, cause of action, or issue of law or fact, or as to the strength or weakness of any party's position in the lawsuit.

2. DISMISSAL OF THE ACTION. The parties shall prepare and execute a stipulation and proposed order requesting that this action be dismissed (the "Stipulation of Dismissal"). The Stipulation of Dismissal will be prepared in accordance with Federal Rule of Civil Procedure 41. The Stipulation of Dismissal will request that the Complaints be dismissed

with prejudice as to Plaintiffs and that the Complaints be dismissed without prejudice as to the unnamed class members. Within five business days after the Effective Date, Plaintiffs shall file the Stipulation of Dismissal.

3. CONSIDERATION.

a. Stanford's Policies and Procedures

i. Involuntary Leave of Absence and Return Policy. Stanford will adopt and comply with the terms of the Involuntary Leave of Absence and Return Policy (the "Policy") attached hereto as Exhibit 1.

ii. Voluntary Leave as an Alternative to Involuntary Leave. Stanford will give students who are being considered for an involuntary leave the alternative of taking a voluntary leave, following issuance of the written notice described in section I.A.2 of the Involuntary Leave of Absence and Return Policy. While there may be differences in the terms and conditions for each student's leave, Stanford will not discriminate against students with mental health disabilities who elect to take such a voluntary leave, as required by law. The voluntary leave policy and form will be amended to allow a two business day revocation period and include information on how to revoke. The revocation must be in writing and delivered in person or via email to the appropriate officials: the Lead Residence Dean and either the Dean of Students (if the student is an undergraduate student) or the Director of the Graduate Life Office (if the student is a graduate student) no

later than two business days after the student has signed the voluntary leave of absence form. Students who are hospitalized and do not have access to text, email, or other modes of written electronic communication or an individual who can deliver a written revocation may use a reasonable alternate method of communicating their revocation so long as it is timely received by the above-named officials. The voluntary leave of absence, including agreed-upon restrictions, will remain in effect for one week after the date of revocation, unless the above-named officials and the student agree in writing to an earlier date to terminate the leave.

- iii. Stanford will review its visit and communication procedures for students who are in psychiatric hospitals to ensure compliance with all applicable law.

b. Administrative Commitments

- i. Process Resource. Stanford shall ensure that a Process Resource (as described in the Policy) is available to answer any student questions about the process set forth in the Policy from referral through reenrollment to Stanford.
- ii. OAE Capacity. Stanford shall ensure that its Office of Accessible Education (OAE) maintains sufficient staffing and capacity such that staff members with expertise and training in working with students with mental health disabilities are available to assist students with

mental health disabilities in considering possible reasonable accommodations that may allow students to avoid taking a leave of absence.

- iii. OAE Website. Stanford will continue to include easy-to-find non-exhaustive lists of academic, administrative, and housing accommodations on its OAE website. Listed accommodations shall include without limitation: reduced courseload, changes after add/drop deadline, class recording of missed classes, extensions for assignments, extensions of time to respond to administrative requests, changing rooms, single rooms, and emotional support and service animal-related accommodations.
- iv. Threat Assessment Team. Stanford shall continue to have an individual with expertise in mental health care as a standing member of its Threat Assessment Team.
- v. Enrollment in JED Campus. Stanford has registered for and is actively enrolling in the JED Campus program, a four-year strategic partnership with The Jed Foundation.
- vi. Staff Training. Stanford shall provide training to all current and incoming University personnel who are likely to be directly involved in implementing the processes set forth in the Policy regarding the Policy and Stanford's obligations to students with mental health disabilities under federal and state anti-discrimination and disability

laws. Updates and refreshers will be provided at least annually as part of staff professional training. Prior to providing the initial training after execution of the Agreement, Stanford shall deliver a copy of the training materials to Plaintiffs' counsel, Disability Rights Advocates (DRA), who may submit comments on the materials within six business days. Stanford will consider in good faith concerns or suggestions raised in the comments but is not under any obligation to implement them.

- c. Continuing Jurisdiction. The Court shall maintain jurisdiction over the parties for purposes of enforcing the terms of this Agreement for two years, and Stanford's commitments under this Section 3 shall extend for the same time period.
- d. Reporting. During the time period in which the Court maintains jurisdiction over the parties, Stanford shall provide Plaintiffs' counsel with semi-annual reports that set forth the following information related to implementation of the Policy:
  - i. The number of students in each reporting period who were considered for an involuntary leave of absence;
  - ii. The number of students in each reporting period who were placed on an involuntary leave of absence;

- iii. For each student placed on an involuntary leave of absence, Stanford will provide Plaintiffs' counsel redacted summaries describing the basis for the involuntary leave of absence, a description of any reasonable accommodations or modifications discussed with the student prior to placing the student on an involuntary leave of absence, and, if applicable, the criteria the student must satisfy for readmission;
  - iv. The number of students in each reporting period who, while on an involuntary leave of absence, requested reenrollment; and
  - v. The number of students in each reporting period who, following an involuntary leave of absence, were reenrolled.
  - vi. The summaries described in sub-paragraph iii will be treated as "Attorneys' Eyes Only," reviewed only by Plaintiffs' counsel and its staff. Plaintiffs' counsel is prohibited from reviewing or discussing the content of the summaries with their clients, any Stanford student, or anyone other than Stanford's counsel, except that Plaintiffs' counsel may disclose their broad conclusions concerning the issues addressed in sub-paragraph iii as reasonably necessary for monitoring of this settlement to the Plaintiff-side signatories to this Agreement, who by signing the Agreement agree not to disclose such information to anyone else.
- e. Payments for Attorneys' Fees and Costs. Stanford shall pay Plaintiffs' attorneys' fees and costs totaling \$495,000. Stanford shall make this payment

within 30 calendar days from the date on which the Court enters the order dismissing the Action in accordance with Paragraph 2. The payment will be made in one lump sum to DRA via wire transfer to the account identified to Stanford in writing by DRA.

4. RELEASE BY PLAINTIFFS. Plaintiffs forever discharge and release Stanford, and each of Stanford's affiliates and successors-in-interest, and its and their trustees, directors, employees, faculty, students, officers, attorneys, agents, insurers, and contractors providing services in connection with Stanford's operations, from any and all claims, causes of action, or obligations relating to the facts alleged giving rise to the claims made in Plaintiffs' First Amended Complaint arising prior to the Effective Date, including without limitation any claims that Plaintiffs have asserted or could assert based on the facts alleged in the Complaints. Plaintiffs represent that they are not currently aware of any other claims they may have against the Stanford releasees described herein.<sup>1</sup>

5. ATTORNEYS' FEES AND COSTS. Without limiting the generality of Paragraph 4, the releases set forth therein are intended to include all claims for attorneys' fees and costs incurred in or related to the Action and this Agreement.

6. UNKNOWN OR UNSUSPECTED CLAIMS. Plaintiffs each understand and acknowledge that the releases set forth herein are given with knowledge of and intent to expressly waive all rights provided by California Civil Code section 1542, which provides:

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Being aware of said Civil Code section, Stanford and Plaintiffs each expressly waive any rights that they may have under that statute, as well as under any other analogous state or federal law or regulation or any common law principles of similar effect, with respect to the releases at paragraph 4 in this Agreement.

7. DISPUTE RESOLUTION. In the event any party to this Agreement believes another party to the Agreement has breached its obligations under the Agreement, Stanford and Plaintiffs agree to meet and confer in good faith in order to resolve the dispute. In the event the parties are unable to resolve the dispute through the meet and confer process, Stanford and Plaintiffs agree to attempt to resolve the dispute through non-binding mediation by submitting the dispute to JAMS in San Francisco. Stanford and Plaintiffs shall request that Cathy Yanni be assigned as the mediator. If Ms. Yanni is unavailable, Stanford and Plaintiffs shall mutually agree upon another JAMS mediator. Stanford and Plaintiffs agree that the parties may not commence any litigation related to this Agreement unless and until the parties have attempted in good faith, and failed, to resolve their dispute through both the meet and confer process and non-binding mediation. In the event the parties are unable to resolve their dispute through the meet and confer process and non-binding mediation, the parties agree to submit the dispute for binding resolution to Magistrate Judge Nathanael Cousins of the Federal District Court for the Northern District of California under the Court's continuing jurisdiction, or, if Judge Cousins is unavailable, to the jurisdiction of a judge assigned by the Court through its normal assignment processes. If the dispute gets to the Court stage, reasonable attorneys' fees and costs may be

awarded by the Court to any party to the Agreement, as and if appropriate, given the outcome. For the avoidance of doubt in any dispute proceedings, the parties agree that the Agreement is not a record under the Family Educational Rights and Privacy Act of 1974 (FERPA).

8. AUTHORITY TO EXECUTE AGREEMENT. Stanford and Plaintiffs each represent and warrant that: (a) they have made such investigation of the facts and matters pertaining to this Agreement as they deem necessary; (b) they have had the opportunity to consult with their attorneys regarding the contents of this Agreement and the advisability of entering into it; (c) they have not assigned or otherwise transferred any of the claims, rights, or causes of action released by this Agreement; and (d) the person signing this Agreement on their behalf is fully authorized to do so and has the power to bind them to the obligations and commitments set forth in this Agreement.

9. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with California law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be brought solely in the United States District Court for the Northern District of California.

10. INTEGRATION. This Agreement contains the entire agreement among the parties concerning the matters referred to in this Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. There are no representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

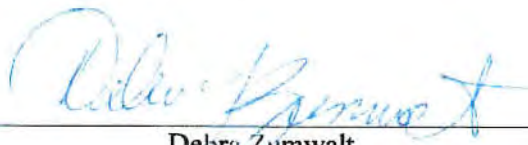
11. BINDING AGREEMENT. This Agreement is binding on and will inure to the benefit of the parties hereto and their respective successors, heirs, executors, and administrators.

12. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original. A signature by facsimile or email transmission shall have the same force and effect as an original.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement on the dates set forth below.

THE BOARD OF TRUSTEES OF THE LELAND  
STANFORD JUNIOR UNIVERSITY

Dated: 9/18/19, 2019

By:   
Debra Zumwalt  
General Counsel, Stanford University

MENTAL HEALTH & WELLNESS COALITION

Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_

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

**PLAINTIFFS' SIGNATURE PAGE FOLLOWS IN A CONFIDENTIAL APPENDIX**

12. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original. A signature by facsimile or email transmission shall have the same force and effect as an original.

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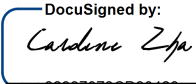
THE BOARD OF TRUSTEES OF THE LELAND  
STANFORD JUNIOR UNIVERSITY

Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Debra Zumwalt  
General Counsel, Stanford University

MENTAL HEALTH & WELLNESS COALITION

Dated: September 20, 2019

By:  \_\_\_\_\_  
82397073CD30428...

Printed Name: Caroline zha

**PLAINTIFFS' SIGNATURE PAGE FOLLOWS IN A CONFIDENTIAL APPENDIX**

# EXHIBIT 1

## Leave of Absence

### Involuntary Leave of Absence and Return Policy

Stanford University is committed to the safety, health and well-being of the campus community. The University recognizes that students may experience situations that significantly limit their ability to function successfully or safely in their role as students. In such circumstances, students should consider requesting a leave of absence. A leave of absence permits students to take a break from the University and their studies, so that they may address the issues that led to the need for the leave and later return to the University with an enhanced opportunity to achieve their educational goals. Students will be given the option to take a voluntary leave of absence before a decision is made with respect to an involuntary leave.

#### I. Involuntary Leave of Absence

Requiring a student to take a leave of absence is rare and, subject to Section III, only happens when current medical knowledge and/or the best available objective evidence indicates to the Senior Associate Vice Provost and Dean of Students or their designee (hereinafter, Dean of Students) that there is a significant risk to the student's health or safety or the health or safety of others, or the student's behavior severely disrupts the University environment, and no reasonable accommodations can adequately reduce that risk or disruption.

Consistent with Stanford's [Nondiscrimination Policy](#), Stanford prohibits unlawful discrimination on the basis of any type of disability or any other characteristic protected by applicable law in the administration of the University's programs and activities. Stanford offers a range of resources, support services and accommodations to address the physical and mental health needs of students. However, on rare occasion, a student's needs may require a level of care that exceeds the care the University can appropriately provide. Where current knowledge about the individual's medical condition and/or the best available objective evidence indicates that a student poses a significant risk to the health or safety of a member of the University community, where a student is unable or unwilling to carry out substantial self-care obligations and poses a significant risk to their own safety not based on mere speculation, stereotypes, or generalizations, or where a student's behavior severely disrupts the University environment and the student does not want to take a voluntary leave, the Dean of Students has the authority to place a student on an involuntary leave of absence. Before placing any student on an involuntary leave of absence, Stanford will conduct an individualized assessment, consulting with the Office of Accessible Education (OAE) to determine if there are reasonable accommodations that would permit the student to continue to participate in the University community without taking a leave of absence.

The Dean of Students may be notified about a student who may meet the criteria of an involuntary leave of absence from a variety of sources including, but not limited to, the student, the student's academic advisor, Residential Education staff, an academic department, or a member of the University's threat assessment team. If the Dean of Students deems it appropriate, these procedures will be initiated.

## A. Procedures for Placing a Student on an Involuntary Leave of Absence

1. The Dean of Students will consult with the Office of Accessible Education (OAE) prior to making a decision to impose an involuntary leave of absence.
2. The Dean of Students will issue a notice to the student in writing that an involuntary leave of absence is under consideration. The written notice will include the reason(s) why the student is being considered for an involuntary leave, contact information for OAE, which can provide information about accommodations, and a copy of this policy. In addition, the notice will provide contact information for the Process Resource, an administrator outside of the decision-making process with knowledge of Stanford's involuntary leave of absence process who will serve as a neutral process resource to answer any student questions about the process from referral through reenrollment to Stanford. In the written notice, the student will be encouraged to respond before a decision regarding a leave of absence is made and will be given a specified time period within which to do so.
3. The Dean of Students will consider potential accommodations and/or modifications that could obviate the need for an involuntary leave of absence, such as the option to take a voluntary leave of absence, academic accommodations, housing and dining accommodations, and modifications to University policies, rules, and regulations. Examples of academic, administrative, and housing accommodations that may be facilitated through the Office of Accessible Education (OAE) can be found on the [OAE website](#).
4. The student may be asked to execute an Exchange of Confidential Information Consent Form providing Stanford personnel temporary authority to get information from the student's healthcare provider(s) regarding issues relevant and appropriate to the consideration of an involuntary leave of absence when there is a need for the University to have access to that information as part of the interactive process and individualized assessment. If a student refuses to execute an Exchange of Confidential Information Consent Form or to respond within the timeframe set by the Dean of Students, the Dean may proceed with the assessment based on information in the Dean's possession at the time.
5. The Dean of Students will also confer, as feasible and when appropriate in a particular matter, with individuals regarding the need for an involuntary leave of absence. Although each case will vary, conferring individuals could include:
  - a. Residence Deans, or Graduate Life Office Deans;
  - b. Faculty members;
  - c. Academic advisors;
  - d. With appropriate authorization, representatives from Stanford's Vaden Health Center (Vaden);
  - e. With appropriate authorization, the student's treatment provider(s) or other health care professionals;
  - f. Member(s) of the University's threat assessment team; and/or
  - g. Such other individuals as may be appropriate in an individual matter.

In each case, the Dean of Students will confer with a representative from the Office of Accessible Education (OAE) with expertise in mental health disabilities.

6. Particular attention will be paid to the criteria for imposing an involuntary leave of absence, specifically:
  - a. whether current knowledge about the individual's medical condition and/or the best available objective evidence indicates that a student poses a significant risk to the health or safety of a member of the University community;
  - b. whether a student is unable or unwilling to carry out substantial self-care obligations and poses a significant risk to their own safety not based on mere speculation, stereotypes, or generalizations; and/or
  - c. whether a student's behavior severely disrupts the University environment.

The individualized assessment as to each factor, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, should ascertain: the nature, duration, and severity of the risk or disruption; the probability that the risk or disruption will actually occur; and whether reasonable modifications of policies, practices, or procedures will adequately mitigate the risk or disruption so as to eliminate the need for an involuntary leave of absence.

7. The Dean of Students will give significant weight to the opinion of the student's treatment provider(s), including those identified by the student, regarding the student's ability to function academically and safely at the University with or without reasonable accommodations. If the Dean of Students determines that the information provided by the treatment provider(s) is incomplete, requires further explanation or clarification, or is inconsistent with other information in the student's record, the Dean of Students, with proper authorization, will contact the treatment provider(s) to obtain additional information. In certain circumstances, the University may require the student to undergo an additional evaluation by an independent and objective professional designated by Stanford, if the Dean of Students believes it will facilitate a more informed decision.
8. Following these consultations and based on a review of the relevant documentation and information available, the Dean of Students will make a decision as to whether the student should be placed on an involuntary leave of absence, and will provide written notice of this decision to the student. The written notice of decision will include information about the student's right to appeal and to reasonable accommodations during the appeal process. The review and notice of decision under this policy should be done in a reasonably timely manner. Where students have been asked to remain away from the University while the review is underway, every effort will be made by the Dean of Students to reach a decision within one week, provided the student responds in a timely manner to requests for information and, if appropriate, evaluation.
  - a. *If an involuntary leave of absence is imposed.* The written notice of decision to the student will set forth the basis for the decision and a time-frame for when the student must leave the University and when they may be eligible to return to the University and the conditions and/or requirements the student will need to satisfy to be eligible for return. The written notice will also inform the student of their right to reasonable accommodations in the return process and will provide contact information for OAE and the Process Resource. The length of the leave will be determined on an individual basis.
  - b. *If an involuntary leave of absence is not imposed.* The Dean of Students may impose conditions and/or requirements under which the student is allowed to remain at the University.

9. Within one week of receiving the decision of the Dean of Students, the student may submit an appeal of the decision in writing to the Vice Provost for Student Affairs or the Vice Provost's designee, who may not be the Dean of Students. The written request for appeal must specify the particular substantive and/or procedural basis for the appeal, and must be made on grounds other than general dissatisfaction with the decision of the Dean of Students. The review by the Vice Provost for Student Affairs or the Vice Provost's designee will be limited to the following considerations:
  - a. Were the proper facts and criteria brought to bear on the decision?
  - b. Is there any new information not previously available to the student that may change the outcome of the decision-making process?
  - c. Were there any procedural irregularities that materially affected the outcome of the matter to the detriment of the appellant?
  - d. Given the proper facts, criteria, and procedures, was the decision a reasonable one?

After reviewing the matter fully, the Vice Provost for Student Affairs or the Vice Provost's designee will issue a written decision affirming, modifying, or reversing the decision to place the student on an involuntary leave of absence. The Vice Provost's decision shall be final, and no other appeals or grievance procedures are available.

## B. Implications of an Involuntary Leave of Absence

1. *Student status.* Students on a leave of absence generally retain their admitted student status; however, they are not registered and therefore do not have the rights and privileges of registered students.
2. *Housing.* Consistent with Stanford's policies and procedures, students assigned to a University residence are subject to the terms of the University Residence Agreement. However, as set forth on the Registrar's Office Leave of Absence website, students with medical disabilities (including mental health disabilities) that require University medical services may petition to remain in campus housing for one term while on leave. Students who leave the University before the end of a term may be eligible to receive refunds of portions of their housing charges. Eligibility criteria for refunds are set forth in the Residence Agreement which is found on the [Residence Agreement website](#).
3. *Effective date(s) of leave.* A student must leave the University within the timeframe set forth by the Dean of Students. The leave will remain in effect until (1) it is determined after an individualized assessment that the student is able to return to the University with or without reasonable accommodations and (2) the student has complied with any University requirements applicable to all students returning from a leave and all of the conditions mandated by the Dean of Students and/or the Vice Provost.
4. *Notification.* At any time during the leave process, the Dean of Students may notify a student's parent, guardian, emergency contact, or other individual, consistent with the law, if notification is deemed appropriate.



5. *Association with the University while on leave.* Unless expressly permitted by the Dean of Students in writing, students on an involuntary leave of absence are not permitted to be present at the University and are not permitted to engage in any University-related activities, including on-campus employment.
6. *Coursework taken while on leave.* Consistent with Stanford's policies and procedures, academic credit for work done elsewhere may be allowed towards a Stanford degree. Students should refer to the ["Transfer Work" section of the Stanford Bulletin](#) and consult with the Registrar's Office and their department prior to taking any coursework while on an involuntary leave of absence.
7. *SUnet ID privileges.* Unless expressly prohibited by the Dean of Students in writing, students on leave generally may retain their SUnet ID privileges, including their Stanford email account.
8. *Transcript notation.* Students on a leave of absence will have a notation on their transcript that reads "Leave of Absence."
9. *Tuition and fees.* Consistent with Stanford's policies and procedures, students who leave the University before the end of a term may be eligible to receive refunds of portions of their tuition. See the [Registrar's Tuition Refunds](#) page for a schedule of refunds.
10. *Meal Plan.* Consistent with Stanford's policies and procedures, a meal plan refund is based on the date when a student moves out of University residence and is approved under conditions as specified in the Residence Agreement. Students with questions about residential meal plan refunds should contact the central office of Stanford Dining.
11. *Visa Status.* International students (F-1 and J-1 Visa holders) placed on an involuntary leave of absence must speak with a Bechtel International Center advisor regarding their visa status.

## II. Request for Reenrollment

A. For general requirements applicable to all students returning to Stanford after a leave of absence, undergraduate students should refer to the [Returning to Stanford website](#). Graduate students should consult with their academic department and a Graduate Life Office Dean. In addition to the general requirements all students must meet when returning to Stanford after a leave of absence, as well as any conditions mandated by the Dean of Students and/or the Vice Provost for return from an involuntary leave of absence as outlined below in section II.C, students seeking to return from an involuntary leave of absence for reasons of personal or community health and safety may be required to submit additional documentation related to the factors set forth in section I.A.6 as part of an individualized assessment. OAE will work with the students to provide reasonable accommodations in the reenrollment process as necessary.

B. A student must make a written request to the Dean of Students to return to the University. Generally, a student will not be allowed to return until one full quarter has elapsed or until the leave period in the involuntary leave of absence notification has elapsed, and all conditions and/or requirements are met.

C. The Dean of Students may require the student to provide evidence that the student, with or without reasonable accommodations, has sufficiently addressed the issues that previously established the criteria for imposing an involuntary leave of absence as set forth in section I.A.6, above. The Dean of Students may also ask, confer with, or seek information from others to assist in making the determination. The information sought may include:

1. At the student's discretion, documentation of efforts by the student to address the issues that led to the leave
2. With appropriate authorization, release of academic records to inform treating clinicians
3. With appropriate authorization, release of treatment information to the extent necessary to determine if the student has sufficiently reduced the risk or disruption that led to the need for the involuntary leave
4. With appropriate authorization, consultation with Vaden to the extent necessary to determine if the student has sufficiently reduced the risk or disruption that led to the need for the involuntary leave
5. Consultation with OAE

D. All returning students must meet the essential eligibility requirements and any technical standards of the University and, if applicable, the relevant school or department, with or without reasonable accommodations. If the Dean of Students is not satisfied that the student is ready to return to the University, the student will be notified in writing of the decision, including the reason for the decision, within a reasonable time after the student has submitted a request for reenrollment and required documentation.

E. A student not permitted to return may appeal the decision to the Vice Provost for Student Affairs following the procedure in section I.A.9.

### III. Scope of the Policy and Relationship to Other University Policies

A leave of absence is an administrative process; it is not a disciplinary process. This policy and these procedures are not intended to be punitive and do not take the place of disciplinary actions that are in response to violations of Stanford's Fundamental Standard or other policies or directives, nor do they preclude the removal or dismissal of students from the University or University-related programs as a result of violations of other University policies or school or departmental protocols. This policy does not limit the University's ability to place enrollment holds on students for reasons beyond the scope of this policy and nothing in this policy relieves a student of any financial obligations to the University that were in place at the time the involuntary leave of absence was imposed.

Nothing in this policy limits the power of the University to take administrative action to ensure the safety of the Stanford community. In exceptional circumstances, where the health or well-being of any person may be seriously affected, or where physical safety is seriously threatened, or where the ability of the University to carry out its essential operations is seriously threatened or impaired, the President or the President's designee, may summarily suspend, dismiss, or bar any person from the University or University-related programs. In all such cases, actions taken will be reviewed promptly, typically within one week, by the appropriate University authority.

In situations involving an imminent or ongoing threat of harm to the student or any other member of the University community, the Dean of Students, in the exercise of his or her reasonable judgment, may require a student to be immediately prohibited from entering Stanford's campus or facilities utilized for University programs or activities while the individualized assessment and review described in section I.A. are taking place. Such students will receive the written notice described in section I.A.2 as quickly as possible.

#### IV. Requests for Reasonable Accommodation

Stanford is committed to providing equal access to all participants in University processes, including students with disabilities. Students with disabilities should contact the Office of Accessible Education (OAE) to request accommodations. Information about the support services OAE provides, types of accommodations offered, and appropriate documentation for accommodations, can be found on the OAE website: <https://oae.stanford.edu/>.

#### V. Related Resources

As noted herein, students placed on an involuntary leave of absence may have additional conditions and/or requirements they must meet prior to returning to the University, in addition to any University requirements applicable to all students returning from a leave.

- Undergraduate Students should consult the [Returning to Stanford](#) web page for generally applicable deadlines, information and resources.
- Graduate Students should consult with a [Graduate Life Office](#) Dean and their department for generally applicable deadlines, information and resources.

Students who are placed on an involuntary leave of absence may want to consult with the following offices, where appropriate:

- [Office of Accessible Education \(OAE\)](#)
- [Financial Aid](#)
- [Student Financial Services](#)
- [University Housing](#)
- [Vaden Health Center](#) (Vaden)
- [Undergraduate Advising & Research](#)
- [Graduate Life Office](#)
- [Bechtel International Center](#)

The Process Resource will be available to assist all students who are placed on an involuntary leave of absence with their questions about the process to reenroll and resume their studies and life at Stanford.