

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

ELIS FOR RACHAEL, INC., et al.,

Plaintiffs,

v.

YALE UNIVERSITY, et al.,

Defendants.

Case No. 3:22-cv-01517-MPS

August 25, 2023

**JOINT MOTION FOR APPROVAL OF INDIVIDUAL SETTLEMENT
AND FOR CONTINUING JURISDICTION**

The Parties jointly request that the Court approve the Settlement Agreement and Release, attached as **Exhibit 1** (the “Settlement Agreement”) and retain jurisdiction over this Action for three (3) years to enforce the Agreement, if it becomes necessary.

The Parties have engaged in mediation with the assistance of the Honorable Thomas O. Farrish of this Court and the Honorable Kathleen A. Roberts (Ret.), former United States Magistrate Judge for the Southern District of New York and current JAMS Mediator. Through that process, the Parties reached agreement to resolve the claims by the named Plaintiffs in this action in exchange for the consideration identified in the attached Settlement Agreement and its exhibits, which includes changes to the mental health policies of Yale College and training regarding issues raised in this case. The Settlement Agreement provides that the Parties will negotiate payment by Yale of Plaintiffs’ reasonable costs and fees, and that Plaintiffs may submit a fee application to this Court if the Parties are unable to reach agreement on this issue. The Settlement Agreement includes a dispute resolution clause that creates a process for resolving any disputes related to the implementation of the Settlement Agreement. The final step in that dispute resolution process involves the submission of the dispute to this Court.

The Parties respectfully request that the Court approve the Settlement Agreement as a fair and reasonable resolution of the claims raised in Plaintiffs' November 30, 2022 Complaint and further request that the Court retain continuing jurisdiction for three (3) years to adjudicate any dispute involving the Settlement Agreement, including but not limited to any fee application Plaintiffs may submit. The Court should grant this Motion.

PLAINTIFFS

ELIS FOR RACHAEL, INC.; ALICIA
ABRAMSON; HANNAH NEVES

DISABILITY RIGHTS OF CONNECTICUT,
INC.

/s/ Kasey Considine

Kasey Considine (ct30756)

Deborah Dorfman

Admitted Pro Hac Vice

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BAZELON CENTER FOR MENTAL HEALTH
LAW

/s/ Monica Porter Gilbert

Monica Porter Gilbert

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VLADECK, RASKIN & CLARK, P.C.



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Their Attorneys

DEFENDANTS
YALE UNIVERSITY; PRESIDENT AND
FELLOWS OF YALE UNIVERSITY

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Their Attorneys

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into between Yale University, the Yale Corporation, a corporation specially chartered by the General Assembly of the Colony and State of Connecticut, and The President and Fellows of Yale University (collectively, “Yale”) and Elis For Rachael, Inc., a Connecticut corporation, Alicia Abramson, and Hannah Neves (collectively, “Plaintiffs”) effective as of the last date on which it is signed by Yale or any of the Plaintiffs (the “Effective Date”). Yale and Plaintiffs may be referred to herein collectively as the “Parties.”

RECITALS

1. Plaintiffs commenced a legal action against Yale and that legal action is pending in the United States District Court for the District of Connecticut (the “Court”) and is captioned: *Elis for Rachael, Inc. et al. v. Yale University et al.*, Docket No. 3:22-cv-01517-MPS (the “Action”). The Complaint alleges that Yale employs policies, practices, and procedures that discriminate against students with mental health disabilities.

2. The Parties participated in mediation processes under the supervision of The Honorable Thomas O. Farrish, United States Magistrate Judge for the District of Connecticut, and The Honorable Kathleen A. Roberts (Ret.), former United States Magistrate Judge for the Southern District of New York and current JAMS mediator, which all Parties agree were confidential processes and for which all agree confidentiality obligations survive execution of this Agreement.

3. Plaintiffs and Yale desire to avoid further controversy and litigation and to fully and forever settle any and all differences, disputes, and/or claims that Plaintiffs have against Yale (as broadly defined herein) alleged in the Action. No class has been certified and no motion for class certification has been filed. This Agreement is not intended to settle the claims of any

member of the putative class described in the Complaint in the Action (the “Complaint”) other than the claims of the Plaintiffs.

Accordingly, in consideration of the representations, warranties, covenants, and other terms and conditions contained herein, the sufficiency, adequacy, and propriety of which is hereby acknowledged by all Parties, the Parties agree as follows:

AGREEMENT

1. NO ADMISSIONS. This Agreement is a compromise and settlement of disputed claims, and nothing herein may be construed as an admission by either Yale 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 Action.

2. VOLUNTARY DISMISSAL OF ACTION. The Parties shall prepare and execute a stipulation and proposed order requesting that the 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 require that the Complaint be dismissed with prejudice as to Plaintiffs and without prejudice as to the unnamed class members. Within five (5) business days of the Court granting the Joint Motion for Approval of Individual Settlement and for Continuing Jurisdiction discussed herein, Plaintiffs shall file the Stipulation of Dismissal.

3. CONSIDERATION.

a. Yale College Policies

The undergraduate branch of Yale University is known as Yale College (“Yale College”). Yale College has agreed to modify its policies on Medical Leave of Absence, Returning From a Medical Leave of Absence, Normal Program of Study, Rebates of Undergraduate Charges, and Requirements for the B.A. or B.S. Degree. The revised policies are attached as **Exhibit A** (Medical

Leave of Absence & Returning From a Medical Leave of Absence Policies), **Exhibit B** (Normal Program of Study Policy), **Exhibit C** (Rebates of Undergraduate Charges Policy), **Exhibit D** (Promotion and Good Standing), and **Exhibit E** (Requirements for the B.A. or B.S. Degree), respectively.

b. Withdrawals

Yale College has converted medical withdrawals for students who were on such withdrawals when Yale College updated its relevant policy to a Medical Leave of Absence Policy to reflect that those students are out on Medical Leaves of Absence.

c. Police Escort For Move Out Process

If a mental health professional concludes that there is a significant risk to the student's health or safety or to the health or safety of others, or if the student's behavior severely disrupts the University environment, and no reasonable accommodations can adequately reduce that risk or disruption, Yale police or security may be present during the move out process.

d. Clarification To On-Campus Medical And Mental Health Providers

Yale College will clarify to on-campus medical and mental health providers that there is no policy against providing opinions or documentation in support of a student's reasonable accommodation request.

e. Reasonable Accommodations

- i. All Yale College students will have access to written, clear information, including a (non-exhaustive) list of available accommodations (beyond leave) that Yale College will consider, in academics, housing, and the campus community, as well as the avenues to request them.

- ii. Yale College will have in place a system to ensure a robust and meaningful exploration of reasonable accommodations, including accommodations to enable a student to meet essential academic requirements and remain safely in school. The system will include a central office (Student Accessibility Services (“SAS”)) with expertise in mental health and disability accommodations.
 - iii. The central office will review reasonable accommodation requests and decisions and take action to ensure that accommodations are granted when warranted and implemented in compliance with the law.
 - iv. Yale College will establish a centralized appeal process for students who are denied reasonable accommodations that is independent of the initial decisionmakers.
 - v. Nothing in this section shall prohibit individuals outside of the central office from approving requests for variations from Yale College policies or deadlines such as paper deadlines, when a test must be taken, etc.
- e. Training
- i. Yale College will engage Dr. Victor Schwartz, an external, nationally recognized, expert, to consult with Yale College and provide training to faculty, administrators, athletic coaches and staff in implementing this Agreement. Yale will bear the costs of such engagement. Dr. Victor Schwartz will provide staff who interact

with students in mental health crises training on best practices for communicating in these situations. He will help participants understand the complicated ecosystem of concerns that are often involved in managing campus mental health crises. The training will include guidance around effective practices that should serve to increase the likelihood that students' experience will be that their safety and best interests are a primary focus of health and mental health crisis management and will minimize the risk of problematic or conflictual communications.

- ii. Yale College will provide mental health counselors training on providing culturally competent mental health services.
- iii. Faculty and athletic coaches will receive information annually on disability law, mental health, reasonable accommodations, and best practices.
- iv. Yale College staff in student-facing positions, including but not limited to residential college deans and SAS staff, will receive annual training on disability law, reasonable accommodations, and best practices (including the non-exhaustive list of available accommodations and how to request them), and Yale College's medical leave policies and resources available from the Office of Student Affairs.

- v. First-year counselors, peer liaisons, and Communication and Consent Educators (“CCEs”), will also receive training on relevant available campus resources.
- vi. Prior to providing the initial trainings, Yale will provide an outline of the proposed trainings to plaintiffs for review.

f. Publication Of Data

Yale College will annually publish percentages of students who receive mental health care and the data on medical leaves. The publication shall be in the format found in **Exhibit F** (Statistics on Returning From Medical Leaves of Absence).

g. Meeting Between Plaintiffs and the Dean of Yale College

The Dean of Yale College will meet with Alicia Abramson, Hannah Neves, and Zack Dugue and Alicia Floyd from Elis for Rachael so that they can share their experiences and concerns with the Dean. The meeting will occur within ninety (90) days of the Effective Date.

h. Continuing Jurisdiction

The Parties shall request the Court to approve this Agreement and retain jurisdiction over the Action for the next three (3) years in order to enforce this Agreement, if it becomes necessary, by filing the Joint Motion for Approval of Individual Settlement and for Continuing Jurisdiction attached as **Exhibit G** within three (3) business days of the Effective Date.

i. Payment for Attorneys’ Fees and Costs

The Parties will negotiate payment by Yale of reasonable costs and fees attributable to Plaintiffs’ legal representation. If no resolution is reached, Plaintiffs will submit this dispute to mediation pursuant to the Dispute Resolution process in Section 5 below and may submit a fee

application to the Court only after the Parties have attempted in good faith, and failed, to resolve any dispute about reasonable fees and costs through the mediation process.

4. RELEASE BY PLAINTIFFS.

a. Other than the Action, Plaintiffs affirm that they have not filed and are not presently a party to any: claim, complaint, charge, or action against Yale, its employees, agents, administrators, trustees, or any of the other Releasees (as defined herein) in any forum or form.

b. Plaintiffs forever discharge and release Yale and any and all of its past, present, and future parents, subsidiaries, affiliates, predecessors, successors in interest, assigns, and each of its past, present, and future associates, agents, employees, representatives, officers, directors, trustees, partners, members, principals, administrators, volunteers, accountants, fiduciaries, insurers, and attorneys (the “Releasees”) from any and all claims arising prior to the Effective Date that Plaintiffs asserted or could assert based on the facts alleged in the Complaint, including but not limited to any claims for damages based on the facts alleged in the Complaint.

5. DISPUTE RESOLUTION. In the event any party to this Agreement believes another party to the Agreement has breached its obligations under the Agreement, Yale and Plaintiffs agree to meet and confer in good faith in order to resolve the dispute within 30 days from the date that either party serves written notice, by electronic mail, on the other of the dispute and the request to meet and confer, unless this time is extended by mutual written agreement by the Parties. In the event the Parties are unable to resolve the dispute through the meet and confer process within 30 days of initially engaging in the process, unless this time is extended by mutual written agreement by the Parties, the Parties agree to attempt to resolve the dispute through non-binding mediation by submitting the dispute to JAMS in New York. The Parties shall request the Honorable Kathleen A. Roberts (Ret.) as the mediator. If Judge Roberts is unavailable, the Parties

shall mutually agree upon another JAMS mediator. The Parties agree that no party may 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 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 within 30 days of submission of the dispute to the mediator, the Parties agree to submit the dispute for binding resolution to the Honorable Michael P. Shea of the United States District Court for the District of Connecticut under the Court's continuing jurisdiction, or, if Judge Shea is unavailable, to the jurisdiction of a judge assigned by the District of Connecticut through its normal assignment processes. The Parties may extend the 30-day mediation period by mutual written agreement. The Parties shall bear their own costs in this dispute resolution process and shall split the mediator's costs and fees evenly. Any mediation shall be limited to one day of eight (8) hours unless extended by mutual agreement of the Parties. For the avoidance of doubt in any dispute proceedings, the Parties agree that this Agreement is not a record under the Family Educational Rights and Privacy Act of 1974 ("FERPA"). If either Party is found by the Court to be in material breach of the terms of this Agreement, the prevailing party may seek an award of reasonable attorneys' fees and costs.

6. CONFIDENTIALITY. The Parties agree that, although the mediation processes described herein are confidential and that the confidentiality obligations associated with those processes survive execution of this Agreement, either party may disclose information related to the mediation processes to brief or argue any fee petition Plaintiffs submit in conjunction with this Agreement if the party believes in good faith that such disclosure is necessary and the party submitting the information moves to seal the information.

7. NO ALTERATION OF LEGAL OBLIGATIONS. This Agreement does not alter Yale's obligations to comply with the Americans with Disabilities Act and other applicable laws and regulations.

8. AUTHORITY TO EXECUTE AGREEMENT. Yale 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 and have done so; (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 and legally authorized to do so and has the power to bind them to the obligations and commitments set forth in this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

9. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, without giving effect to its principles of conflicts of 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 District of Connecticut.

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. MODIFICATION. This Agreement shall not be modified, amended, or terminated unless modification, amendment, or termination is executed in writing by the Parties.

13. SEVERABILITY. Should any provision of this Agreement be declared or determined by any court to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions shall not be affected, and the illegal, unenforceable, or invalid provision shall be deemed not to be a part of the Agreement. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision illegal, invalid, or unenforceable and another of which would render the provision legal, valid, and/or enforceable, such provision shall have the meaning which renders it legal, valid, and/or enforceable.

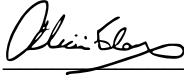
14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute the same instrument. A signature by facsimile or email transmission shall have the same force and effect as an original signature.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

Elis for Rachael, Inc.

Date: August 22, 2023

By: 
Alicia Floyd
Principal Officer

Date: August 23,


Alicia Abramson

Date: _____

Hannah Neves

**Yale University, The Yale Corporation, and The
President And Fellows of Yale University**

Date: _____

By: _____
Alexander E. Dreier
Senior Vice President and General Counsel

Elis for Rachael, Inc.

Date: _____

By: _____

Date: _____

Alicia Abramson

Date: 8/23/2023 _____

DocuSigned by:

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Hannah Neves

Yale University, The Yale Corporation, and The President And Fellows of Yale University

Date: _____

By: _____

Alexander E. Dreier
Senior Vice President and General Counsel

Elis for Rachael, Inc.

Date: _____

By: _____

Date: _____

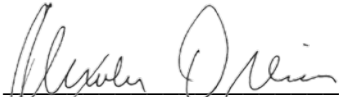
Alicia Abramson

Date: _____

Hannah Neves

**Yale University, The Yale Corporation, and The
President And Fellows of Yale University**

Date: August 24, 2023 _____

By:  _____

Alexander E. Dreier
Senior Vice President and General Counsel

Exhibit A

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J. Time Away and Return: Postponement, Leave of Absence, Medical Leave of Absence, and Withdrawal

Medical Leave of Absence

Yale College is committed to supporting the health and well-being of all members of its campus community. Yale recognizes that students may experience medical situations that significantly limit their ability to function successfully and safely in their role as students. A medical leave of absence permits students to take a break from Yale and their studies at any point in a term, regardless of their academic standing, so that they may address medical concerns and later return to Yale to pursue their educational goals. When they wish to return, students on medical leaves of absence participate in a medical clearance process as described below. The Associate Dean of Residential College Life (time.away@yale.edu) in the Office of Student Affairs is available as a non-evaluative, informational, year-round resource to students considering a medical leave of absence and those on a medical leave of absence. Students may also find it helpful to consult with Student Accessibility Services.

1. **Petition for a Medical Leave of Absence:** Students who wish to take a medical leave of absence should consult with their residential college dean, who will guide them through the process. Students are also welcome to consult with the Associate Dean of Residential College Life (time.away@yale.edu) in the Office of Student Affairs.
2. Students may wish to discuss the full range of options, including potential accommodations that might allow them to remain enrolled, with their residential college dean; a consultation with Student Accessibility Services may also be helpful. Students who wish to pursue a medical leave of absence should also discuss the process for returning to their studies with their dean.
 - a. To request a medical leave of absence, students meet with a Yale Health clinician—the Chief of Student Health, the Chief of Mental Health and Counseling, or one of their official designees—who will conduct an individual assessment to determine if a medical leave of absence is appropriate. Students under the care of a non-Yale Health clinician may ask their external clinician to submit medical documentation in order to inform the assessment of the Yale Health clinician. Students' residential college deans will advise them on how to arrange this meeting.
 - b. If the Yale Health clinician determines that a medical leave of absence is appropriate, they will do so in writing, including the basis for the decision, a recommended length of leave, and any conditions the student must satisfy before a return, including, but not limited to, completing the medical clearance process for return. The Chief of Student Health, the Chief of Mental Health and Counseling, or one of their official designees will generally provide the student with a recommended duration of leave, which will ordinarily be based primarily on the student's (or their representative's) request and any assessment from the student's treating provider, unless there is a reasonable basis to look beyond that request and/or assessment.
 - c. With the support of the Yale Health clinician, the student may submit a medical leave of absence request to the residential college dean. The dean will forward this request to the Committee on Honors and Academic Standing (CHAS) for approval, which will ordinarily be granted. A student may revoke a leave by contacting their residential college dean in writing within three (3) days of CHAS's approval. This revocation period may not be waived.
 - d. In the unlikely event that a request for a medical leave of absence is not granted, the student will have seven (7) days from the date of notification to appeal the decision in writing to the Dean of Yale College. The appeal should include the student's reasons for wanting a medical leave of absence, along with any supporting clinical documentation that the student wishes to be considered.
 - e. Students on other forms of time away (leaves and withdrawals) may also petition for a medical leave of absence, even if their time away has already begun.
3. **Involuntary Medical Leave of Absence:** In rare circumstances the Dean of Student Affairs may require a student to take a medical leave of absence. This action would only be taken after an individualized assessment concludes that (i) there is a significant risk to the student's health or safety or to the health or safety of others, or the student's behavior severely disrupts the University environment, and (ii) that no reasonable accommodations can adequately

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reduce that risk or disruption. This standard is not met solely because a student has a particular diagnosis or is receiving a particular treatment.

- a. The Chief of Student Health or the Chief of Mental Health and Counseling will conduct the individualized assessment. That assessment will include, where possible, input from the student or the student’s treating provider. The Chief of Student Health or the Chief of Mental Health and Counseling will strongly consider input from the student’s treating provider unless there is a reasonable basis to discount it. If the Chief of Student Health or the Chief of Mental Health and Counseling conclude that a student should be placed on an involuntary medical leave of absence, they will make that recommendation to the Dean of Student Affairs, including an explanation and a recommendation for the length of the leave. A student may also be placed on an involuntary medical leave of absence if they refuse to cooperate with efforts deemed necessary by Yale Health and the Dean of Student Affairs to make the assessment discussed above.
 - b. The Dean of Student Affairs will review the relevant information and determine if an involuntary leave of absence is necessary. The circumstances of each student’s situation are assessed individually, with attention to the possibility that reasonable accommodations would permit the student to continue to participate in Yale’s academic and residential community.
 - c. The Dean of Student Affairs’ decision to place a student on an involuntary medical leave of absence will be in writing and will include the basis for the decision, a timeline for student’s departure from campus, a recommended length of leave, and any conditions the student must satisfy before a return, including but not limited to completing the medical clearance process. It will also include information about the appeal process. The Dean of Student Affairs will ordinarily not impose reinstatement conditions unrelated to the circumstances that led to the leave, but may do so when a student is withdrawn for academic and/or disciplinary reasons or when a student is away for more than four terms.
 - d. A student who is required to take a medical leave of absence will have seven (7) days from the date of notification to appeal the decision in writing to the Dean of Yale College. During the appeal process, they are expected to comply with the leave of absence requirements.
4. **Considering Options While in In-Patient Treatment Settings:** In a medically appropriate time and manner, students in these settings will be provided options for next steps, including but not limited to returning to campus, seeking accommodations, and/or requesting a medical leave of absence. Yale College administrators are available to answer questions about any of these options.
 5. **Coursework in Progress:** Students on medical leaves of absence may not attend classes or submit additional coursework as of the date of their leave. Ordinarily, they are withdrawn from any courses in process. See “Withdrawal and Leave of Absence from Yale College” under “Withdrawal from Courses” in the Yale College [Academic Regulations](#). In some cases, when students have already completed all or most of the coursework for a given class, they may receive a passing grade based on the work already completed. See “Work Incomplete at the End of Term” under “Completion of Coursework” in the Yale College [Academic Regulations](#).
 6. **Representative:** Students may designate an advisor to assist them in explaining the process and help the student make decisions in any part of the medical leave and appeals process. But an advisor may not act in lieu of the student unless required by law.
 7. **Duration of Medical Leaves of Absence:** The recommendation for the length of the leave will be individualized and based on a clinical assessment. Students may remain on a medical leave of absence for as long as they wish. Students may also request to return early, before the recommended date, or choose to extend their leave beyond the initial recommendation. Yale students typically remain away for at least one full term, not including the term in which the leave occurred, before returning to Yale College, but this length will vary based on individual circumstances. The medical leave is intended to allow students to achieve the level of sustained stability needed to support a successful return, and students are encouraged to take the time they need.
 - a. *Note: Coursework Requirement for Students Away for More than Four Terms:* Following an extended absence of any kind, students are required to prepare for their return by completing two term courses or their equivalent, either in Yale Summer Session or at another accredited four-year Bachelor’s degree-granting college or university, and to receive grades of A or B. These courses must be completed and graded before the start of the term in which the student plans to return, and no more than two years before that date. Students should email the Committee on Reinstatement (reinstatement@yale.edu) with the details of the courses they plan to take, including the institution, in order to verify that the courses will meet the requirements. Students facing availability issues and/or financial hardship may petition to take courses at a community college. Students on financial aid who are required to complete course work will have their Student Share waived for the year in which they are reinstated.
 8. **Activity While on Leave:** Students on medical leaves of absence are expected to receive appropriate medical treatment for the condition(s) that resulted in the leave. Many students also find it helpful to engage, when possible, in other focused activities—e.g., part-time coursework, volunteering, employment, and so on—but this is not required in most situations. Students are encouraged to prioritize medical treatment.

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9. **Finances:** The financial consequences of the medical leave of absence will depend on the timing, and on whether the student purchased tuition insurance. See “Rebates of Undergraduate Charges” under “Financial Services” in the Yale College [Undergraduate Regulations](#). Students receiving financial aid should contact the [Office of Undergraduate Financial Aid](#) prior to requesting a leave. The office will help answer questions students may have regarding if and how their leave might affect financial aid and help identify any impacts to their financial obligations (including student loan information). Students taking a medical leave of absence who have received long-term loans will be sent information about loan repayment obligations, which in most cases begin six months after the last day of formal enrollment at Yale.
10. **Campus Access:** Except as set forth in ¶ 16 below (Yale Summer Session Classes), students on medical leave may be present on Yale’s campus as guests or visitors and must follow all relevant university policies. Students living in on-campus housing at the time of a medical leave of absence are expected to move out within a few days, usually within 72 hours. Special considerations regarding moving out may arise when students are in in-patient treatment settings. Yale evaluates any such considerations on a case-by-case basis. If invited as a guest in the dorms by other students, they must abide by the three-day limit. See “Guests” under “Conduct in the Dormitories” in the Yale College [Undergraduate Regulations](#). Students on leave may usually participate in undergraduate activities and registered student organizations as a guest but may not hold leadership positions or participate in university sponsored or funded international travel.
11. **Email, Library, and Other Access:** Students on leave ordinarily retain remote library privileges and email access for three years from the date of their leave. Students will generally also have access to certain other services, such as the Office of Career Strategy, if reasonably possible.
12. **Campus Employment:** Students on leave may hold student employment jobs; they may also work at Yale in other employment categories.
13. **Disciplinary Violations:** A leave of absence does not preclude students from being charged with disciplinary violations of the Undergraduate Regulations in relevant circumstances.
14. **Parental Notification:** Residential college deans ordinarily notify parents or guardians when a student goes on a medical leave of absence. See [Parental Notification](#) for full details.
15. **Health coverage:** Students going onto a medical leave of absence who are already enrolled in the Yale Health Hospitalization/Specialty Coverage have the option to enroll in the Yale Health Affiliate Coverage for Students for one year. This enrollment is not automatic. The Time Away Resource will offer assistance. Students are responsible for completing and submitting the appropriate enrollment forms and full payment to Member Services within 30 days of going on leave. Some financial support may be available for students whose YHH/SC plan was covered by their financial aid. Application forms and details about medical coverage while on a medical leave of absence may be obtained from the Member Services Department of Yale Health.
16. **Yale Summer Session Classes:** Students on a medical leave of absence are eligible to enroll in Yale Summer Session. Students on a medical leave of absence are eligible to apply for Yale Study Abroad summer opportunities. See [Yale Study Abroad](#) for full details.
17. **Denial Of Access:** Notwithstanding any of the foregoing, Yale College may restrict a student’s access to campus, classes, and/or services if it determines that (i) there is a significant risk to the student’s health or safety or to the health or safety of others, or the student’s behavior severely disrupts the University environment, and (ii) that no reasonable accommodations can adequately reduce that risk or disruption.

Returning From a Medical Leave of Absence

Medical leaves are intended to give students time to receive treatment and focus on their health and wellbeing. The medical clearance process by which students return is intended to allow students to demonstrate that they will be able to adequately monitor their own health and function effectively in the autonomous student environment at Yale, without risk to their health or significant disruptions to others in the campus community. The goal is for students to be able to return to campus and be successful in their academic, co-curricular, and extra-curricular pursuits. The medical clearance process will therefore usually be limited to a determination regarding whether the conditions that led to the leave have been sufficiently addressed for the student to return with or without reasonable accommodations based on an individualized assessment.

1. **Timing of Return:** Students wishing to return from medical leave may request to do so when they feel ready. This may be in keeping with the timeline recommended when they went on leave but need not be and Yale will not approve or deny requests solely based on the recommended duration of the leave. There is no limit to the number of terms a student may be on medical leave.
 - a. Returns must be at the start of a fall or spring term. (Enrollment in Yale Summer Session does not require reinstatement. Yale Study Abroad summer opportunities do require medical clearance. See [Yale Study Abroad](#) for full details.)

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- b. Note: A student on medical leave from Yale College with pending disciplinary charges will not be eligible to return to Yale College or to receive a Yale College degree until the student's case has been adjudicated by the Yale College Executive Committee or the University-Wide Committee on Sexual Misconduct.
2. **Deadlines for Requesting Reinstatement:** To return for a fall term, reinstatement requests and all accompanying materials must be submitted by 5 p.m. (EST) on June 1. To return for a spring term, reinstatement requests and all accompanying materials must be submitted by 5 p.m. (EST) on November 1. Students who have missed the deadline may send inquiries to reinstatement@yale.edu; permission for late requests will be considered in appropriate circumstances, but Yale College cannot guarantee that it will be able to render a decision on any late request before the start of the term.
3. **Materials to be Submitted:**
- Online *Reinstatement Request* form. Email reinstatement@yale.edu to request form.
 - Brief statement (approximately 500-750 words) describing the circumstances that led to the medical leave, the treatment received while on leave and any other activities the student deems relevant, and the student's own sense of their readiness to return to Yale College.
 - Name and contact information for the clinician who will be submitting a medical letter.
 - For students who have been away for more than four terms:* Verification that the student has completed two term courses or their equivalent, either in Yale Summer Session or at another accredited, four-year, Bachelor's degree-granting college or university, with grades of A or B. Courses may be in process at the time of the request but must be completed and the grades received before the start of the term in which the student wishes to return. (See details above.)
4. **Medical Letter:** This should be sent directly from the clinician to the appropriate chief in Yale Health, either the Chief of Student Medicine or the Chief of Mental Health and Counseling. That letter ordinarily should include:
- The clinician's credentials and clinical setting;
 - The nature of their work with the student, including the duration and frequency of their contact;
 - Any observed progress in the student's recovery from the medical condition that led to the leave of absence;
 - The clinician's assessment of the student's clinical status and their readiness to successfully resume academic and university life;
 - The justification for their assessment of the student's readiness.
5. **Meeting:** Once the materials, including the medical letter, have been received, a meeting will be scheduled with the Chief of Student Health, the Chief of Mental Health and Counseling, or their official designee. The meeting will ordinarily involve a discussion about the circumstances that led to the leave, the student's readiness to return, and accommodations and resources that may be available to the student upon their return. The Chief of Student Health or the Chief of Mental Health and Counseling, or their official designee, will then provide a recommendation to the Committee on Reinstatement as to whether the student is ready to successfully resume academic and university life.
6. **Individual Assessment of Request:** The Committee on Reinstatement will review all the information provided and will strongly consider the opinion of the student's treating provider unless there is a reasonable basis to discount it. The Committee on Reinstatement will then make an individualized determination as to whether the student has met the criteria to be cleared for return, and notify the student accordingly.
- When the Committee on Reinstatement clears a student for return, they will assess the number of remaining course credits and allocate additional terms of enrollment (beyond the standard eight terms) as necessary. Reinstated students are not required to take these additional terms but are encouraged to do so in order to avoid taking an academic overload. Students are eligible to apply for financial aid for any additional terms.
 - If a student is not cleared for return, the Committee will provide a written explanation to help the student understand the reasons behind their decision and will recommend steps the student might take to be more successful in future requests. It is rare for a student to need to make multiple requests, but there is no limit to the number of times a student may request a return.
7. **Appeals Process:** The vast majority of students are cleared to return on their initial request. Students who are cleared to return are generally expected to meet the same academic and overall standards as other students unless the student is simultaneously on an academic withdrawal. Students who are not cleared to return may appeal the decision. The appeal must be made in writing to the Dean of Yale College no later than ten (10) days from the date on which the student is notified of the decision.

Publication Of Data

Yale publishes the number of students who take medical leaves of absence each term, the number of requests for reinstatement from such leaves each term, and the number of such requests that are granted or denied each term. See [Statistics on Returning From A Medical Leave of Absence \[HYPERLINKED\]](#) for full details.

Exhibit B

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C. Course Credits and Course Loads

Credit Value of Courses

Most courses in Yale College are term courses that carry one course credit if completed with a passing grade. There are, however, some variations:

1. **Double-credit courses** Certain courses in Yale College, including intensive language or research courses, award two course credits for a single term's work.
2. **Yearlong course sequences** There are some yearlong course sequences in which two course credits are awarded upon the satisfactory completion of both terms of the sequence; other course sequences, including some research and laboratory courses, give one or four course credits for the successful completion of the full year's work. A student who fails the first term of a yearlong course sequence may continue the sequence only with the instructor's written permission, and will receive course credit only for the successful completion of the second term's work. A student who satisfactorily completes the first term of a yearlong course sequence may receive course credit routinely for that term's work, except where noted otherwise in the course listing.
The completion of the first term only of an introductory modern language earns credit whether or not a subsequent term of that language is completed. Neither instructors nor departments have the authority to make an exception to this rule.
3. **Laboratory courses** Some laboratory courses carry no separate credit toward the degree; others carry a full course credit for a term's work; and still others carry one-half course credit.
4. **Half-credit courses** All courses that carry 0.5 or 1.5 course credits and that are not bound by the credit/year restriction count toward the 36-course-credit requirement for the bachelor's degree.

Normal Program of Study

A student in Yale College normally takes four or five term courses, or their equivalent, for each of eight terms.

1. **Minimum course load**
 - a. Prior to midterm, a student must be enrolled in a program of study worth at least three course credits.
 - b. After midterm and before the first day of reading period, a student may drop two course credits by withdrawing from one or more courses and receiving the neutral designation W (Withdraw) in those courses. A student may not carry a schedule of courses that will earn fewer than two course credits and a W in a term.
 - c. **Note:** In rare circumstances, urgent medical needs require that students take only two course credits. In such cases, and with the endorsement of Yale Health and Student Accessibility Services, as a reasonable accommodation, returning students (not first term students) may petition the Yale College Committee on Honors and Academic Standing for permission to enroll in two course credits prior to the start of a term or drop to two course credits at any point in the term while still remaining in good academic standing.. (*Policy updated August 2023.*)
2. **Course loads requiring permission** A three-course-credit program of study or a six-course-credit program of study requires the permission of the residential college dean. It is assumed that any student who requests permission to carry six or more course credits does not intend to drop any of them. Permission for a program of six course credits will normally not be given to a student who is not in academic good standing.
3. **Seven course credits in a term** Students must petition the Yale College Committee on Honors and Academic Standing through their dean's office for permission to take a program worth seven credits in a term. In the petition the student must explicitly state an intention to complete all the courses proposed.
4. **Independent study** Opportunities for independent study exist in many programs and departments under various designations: directed reading or research; individual reading or research; independent research or study; independent or special projects; individual instruction in music performance; independent, individual, or special tutorials; and the senior essay or project, among others. Note that course credit earned in such study may not be used toward fulfillment of the distributional requirements, and students may not enroll in independent study courses in the graduate or professional schools. Students may not receive academic course credit for paid research assignments; they may not be paid for any work performed to meet academic requirements or that carries academic course credit.
Approval for any such particular course is given by the department or program; however, approval for an independent study course is also required from the Yale College Committee on Honors and Academic Standing if certain limits are exceeded. A student must petition the Committee for permission to enroll in more than one such course credit in any one term before the senior year, or in more than two such course credits in any one term during the senior year. Permission is also required for a student to enroll in more than three such course credits in the first six terms of enrollment; included in this total are any independent study courses completed in Yale Summer Session that are

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applied to the Yale College transcript. In the petition the student must give sound academic reasons for exceeding these limits, and provide evidence that the additional work in independent study will not be done at the expense of the breadth and depth of study being pursued in regular Yale College courses.

Students admitted to the Program for the Simultaneous Award of the Bachelor's and Master's Degrees are not required to seek permission of the Committee on Honors and Academic Standing to enroll in independent study courses when that enrollment exceeds the limits above and such work is required for the completion of that program.

Exhibit C

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D. Rebates of Undergraduate Charges

1. Withdrawal on or before the Fifteenth Day of a Term. A student who withdraws for any reason on or before the fifteenth day of a term (September 14, 2022, in the fall term and January 31, 2023, in the spring term) will not be held responsible for the tuition, room, and board fees for that term. However, a resident student will be assessed a per diem housing charge for each day up to and including the day on which the student relinquishes the room. A student with a meal contract will be charged the guest rate per day for board through the date on which the student provides written notification of withdrawal to the Yale Dining Business Office, 246 Church Street. A nonresident student with the Dining Services Eli Bucks Plan will be charged only for meals actually taken.
2. Withdrawal after the First Fifteen Days but during the First Quarter of a Term. A student who withdraws for any reason after the fifteenth day of a term but on or before the last day of the first quarter of the term (September 24, 2022, in the fall term and February 10, 2023, in the spring term) will be given a rebate of one-half (50%) of the tuition, room, and board fees due or paid for that term. A resident student will be assessed a per diem housing charge for each day from the date of withdrawal up to and including the day on which the student relinquishes the room. A student with a meal contract will be charged the guest rate per meal for meals taken from the date of withdrawal through the date on which the student provides written notification of withdrawal to the Yale Dining Business Office, 246 Church Street. A nonresident student with the Dining Services Eli Bucks Plan will be charged only for meals actually taken.
3. Withdrawal after the First Quarter but on or before Midterm. A student who withdraws for any reason after the first quarter of a term but on or before the day of midterm (October 28, 2022, in the fall term and March 10, 2023, in the spring term) will be given a rebate of one-quarter (25%) of the tuition, room, and board fees due or paid for that term. A resident student will be assessed a per diem housing charge for each day from the date of withdrawal up to and including the day on which the student relinquishes the room. A student with a meal contract will be charged the per diem assessment for board taken from the date of withdrawal through the date on which the student provides written notification of withdrawal to the Yale Dining Business Office, 246 Church Street. A nonresident student with the Dining Services Eli Bucks Plan will be charged only for meals actually taken.
4. Withdrawal after Midterm. A student who withdraws for any reason after midterm (October 28, 2022, in the fall term and March 10, 2023, in the spring term) will not be given a rebate of any portion of the tuition, room, and board fees due or paid for that term.
5. Required Withdrawal for Academic or Disciplinary Reasons. A student who is required to withdraw during a term because of unsatisfactory academic performance or disciplinary reasons in the previous term will have their financial aid prorated based upon the number of days the student was enrolled in the current term. The student will not be charged the inclusive fee for the current term even if the withdrawal occurs after the fifteenth day of the term. The student will, however, be charged for room and board on the basis described in Section D.1., [“Withdrawal on or before the Fifteenth Day of a Term.”](#)
6. Health Services. A student who withdraws from the University during the first fifteen days of the term will be refunded the fee paid for Hospitalization/Specialty Coverage. The student will not be eligible for any Yale Health benefits, and the student’s Yale Health membership will be terminated retroactive to the beginning of the term. The medical record will be reviewed, and any services rendered and/or claims paid will be billed to the student on a fee-for-service basis. At all other times, a student who withdraws from the University will be covered by Yale Health for thirty days following the date of withdrawal. Fees will not be prorated or refunded. Students who withdraw are not eligible to enroll in Student Affiliate Coverage. Regardless of enrollment in Yale Health Hospitalization/Specialty Coverage, a student who withdraws from the University will have access to services available under Yale Health Basic Coverage (including Student Health, Athletic Medicine, Mental Health & Counseling, and Care Management) during these thirty days to the extent necessary for a coordinated transition of care. However, students who are enrolled in the Yale Health Hospitalization/Specialty Coverage and who are approved for a medical leave of absence have the option to extend their coverage through Yale Health’s Undergraduate Affiliate Coverage for up to one year. For more information see [Health Coverage Overview for Undergraduate Students on Medical Leave of Absence](#).
7. The Tuition Refund Plan in the Event of Medical Leave. The University makes available to students and parents an option to participate in the tuition refund plan of A. W. G. Dewar, Inc. This plan provides protection from the loss of funds paid for tuition (and room and board, if applicable). Eighty percent of the funds paid by the student or the family to the University for tuition, room, and board, less any refund or credit due the student from the University,

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will be refunded provided the medical condition of the student is certified by a licensed physician and the condition necessitates complete leave from all classes for the balance of the term. Benefit payment is made to Yale to be credited to the student's account. Benefits not required to settle the student's account with Yale will be refunded to the student through Yale. Benefits are coordinated with and reduced by credits issued by the University to the student's account as a result of leave.

8. Death. In the event of a student's death on or before the fifteenth day of a term, the inclusive fee for that term will be canceled in full. Should death occur after the fifteenth day of a term, the Registrar's Office will adjust the inclusive fee on a pro rata basis as of the date of death.
9. Non-Medical Leave of Absence. The rules given in section D.1. above apply to a student who has been granted a non-medical leave of absence, except for Yale Health coverage (See Health Services, section C, "[Eligibility changes](#)") and rebate of room rent. Students who request a non-medical Leave of Absence after the term has started will be responsible for any applicable costs associated with the health plan and may experience other financial impacts. Students are encouraged to seek guidance from [Yale Health Member Services](#) and [Student Financial Services](#).
10. Medical Leave of Absence/Reduced Course Load. Students who are approved for a Medical Leave of Absence or who are placed on an Involuntary Medical Leave of Absence who elect not to participate in the tuition refund plan will be given rebates according to the following schedule: If the leave occurs on or before the fifteenth day of a term, the rules given in section D.1. above apply. If the leave occurs between the sixteenth day of a term and the following Sunday, the student will be given a rebate of 90% of the tuition, room, and board fees due or paid for that term. The tuition, room, and board fees rebate will decrease by 10% every week (Monday – Sunday) thereafter, such that a student will be given a rebate of 80% of the tuition, room, and board fees due or paid for that term during the fourth week, 70% in the fifth week, 60% in the sixth week, and so on. Students will thus not be entitled to any rebate for tuition, room, or board if the leave occurs after the twelfth week of the term. Yale will expedite any rebates for students placed on involuntary leave or removed from housing. If a student is approved to take two courses as a reasonable accommodation at the beginning of the term, Yale will charge ½ tuition. Similarly, if a student is approved to drop to two courses before or on the 15th day of the term, Yale will also charge ½ tuition. However, if a student drops to two courses after the 15th day of the term, there will be no tuition reduction.
11. Eli Whitney Students Program. A student in the Eli Whitney Students Program who withdraws from a course for any reason on or before the last day of add/drop period will not be held responsible for the tuition fees for that course. An Eli Whitney student who withdraws from a course for any reason after the last day of add/drop period but on or before the midterm will be given a rebate of 50% of the tuition fees for that course. An Eli Whitney student who withdraws from a course for any reason after midterm will not be given a rebate of any portion of the tuition fees due or paid for that term.
12. Rebate of Room Rent. Students are subject to a charge when they relinquish a room after accepting and contracting for it in a college room draw. The amount of the charge depends on how early students notify their residential college deans, in writing, of the intention to relinquish the room.

A minimum charge applies for relinquishing a room for a fall semester, according to the deadlines that follow, but not always for a spring term for students who notify their residential college deans on or before the previous November 30; students who relinquish a room on or before November 30 for the spring term will not be responsible for the spring-term room charge.

Charges for relinquishing fall-term housing

A student who has contracted for a room but who notifies the college dean in writing on or before the first day of the fall term of an intention to relinquish that room will be charged a nonrefundable deposit of one-quarter (25%) of the term room rent.

A student who has contracted for a room but who notifies the college dean in writing on or before the fifteenth day of the fall term of an intention to relinquish that room will be charged a nonrefundable deposit of one-quarter (25%) of the term room rent plus the per diem housing charge for each day up to and including the day on which the student relinquishes the room.

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A student who has contracted for a room but who notifies the college dean in writing after the fifteenth day of the fall term but on or before the last day of the first quarter of the fall term of an intention to relinquish that room will be charged one-half (50%) of the term room rent.

A student who has contracted for a room but who notifies the college dean in writing after the last day of the first quarter of the fall term but on or before midterm of an intention to relinquish that room will be charged three-quarters (75%) of the term room rent.

Charges for relinquishing spring-term housing

A student who has contracted for a room but who notifies the college dean in writing by November 30, 2022, of an intention to relinquish that room during the spring term will not be responsible for the spring-term room charge.

A student who has contracted for a room but who notifies the college dean in writing on or before the first day of the spring term of an intention to relinquish that room will be charged a nonrefundable deposit of one-quarter (25%) of the term room rent.

A student who has contracted for a room but who notifies the college dean in writing on or before the fifteenth day of the spring term of an intention to relinquish that room will be charged a nonrefundable deposit of one-quarter (25%) of the term room rent plus the per diem housing charge for each day up to and including the day on which the student relinquishes the room.

A student who has contracted for a room but who notifies the college dean in writing after the fifteenth day of the spring term but on or before the last day of the first quarter of the spring term of an intention to relinquish that room will be charged one-half (50%) of the term room rent.

A student who has contracted for a room but who notifies the college dean in writing after the last day of the first quarter of the spring term but on or before midterm of an intention to relinquish that room will be charged three-quarters (75%) of the term room rent.

13. Board Rebate. Board rebates will not be given nor release granted to students observing religious beliefs, holidays, or fasts, students following specialized diets due to medical conditions, or students pursuing voluntary dietary restrictions based on various ethical, political, environmental, or health concerns.

No board rebate will be given to a student during a period of absence from the University if that absence is less than two weeks. After that, and if the absence is approved by the residential college dean, the student will receive a board rebate equal to one-half the daily rate for each board day so approved.

14. Financial Aid Recipients. For purposes of determining the refund of Federal Student Aid funds, any student who withdraws from Yale College for any reason during the first 60% of any term will be subject to a pro rata schedule which determines the amount of Federal Student Aid funds a student has earned at the time of withdrawal. A student who withdraws after the 60% point has earned 100% of their Federal Student Aid funds for the term. In 2022-2023, the last days for the refund of Federal Student Aid funds will be November 7, 2022 in the fall term and March 31, 2023 in the spring term.

For purposes of determining the refund of institutional aid funds, any student who withdraws from Yale College for any reason on or before Midterm will be subject to a pro rata schedule which determines the amount of institutional aid funds a student has earned at the time of withdrawal. This schedule is based in part on the rebate of charges as previously indicated.

In all cases students are encouraged to contact Yale Student Financial Services to inquire about the consequences of withdrawal.

Recipients of Federal and/or institutional loans who graduate or withdraw are required to have an Exit Interview before leaving Yale. Students leaving Yale receive instructions on completing this process from Yale Student Financial Services.

15. Interruption or Temporary Suspension of University Services or Programs. Certain events that are beyond the University's control may cause or require the interruption or temporary suspension of some or all services and

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programs customarily furnished by the University. These events include, but are not limited to, epidemics or other public health emergencies; storms, floods, earthquakes, or other natural disasters; war, terrorism, rioting, or other acts of violence; loss of power, water, or other utility services; and strikes, work stoppages, or job actions. In the face of such events, the University may, at its sole discretion, provide substitute services and programs or appropriate refunds. The decision to suspend services and programs shall be made at the sole discretion of the University.

Exhibit D

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D. Promotion and Good Standing

Requirements for Promotion

1. To be promoted to sophomore standing after two terms of enrollment, a student must have earned at least eight course credits or the equivalent and have fulfilled the distributional requirements for the first year.
2. To be promoted to junior standing after four terms of enrollment, a student must have earned at least sixteen course credits or the equivalent and is expected to have fulfilled the distributional requirements for the sophomore year.
3. To be promoted to senior standing after six terms of enrollment, a student must have earned at least twenty-six course credits or the equivalent and is expected to have fulfilled the distributional requirements for the junior year.

Requirements for Academic Good Standing

At the conclusion of each term of enrollment, a student must have earned enough course credits to be in academic good standing.

1. At the end of the first term at Yale, a student must have earned at least four course credits.
2. At the end of the second term, a student must have earned at least eight course credits.
3. At the end of the third term, a student must have earned at least twelve course credits.
4. At the end of the fourth term, a student must have earned at least sixteen course credits.
5. At the end of the fifth term, a student must have earned at least twenty-one course credits.
6. At the end of the sixth term, a student must have earned at least twenty-six course credits.
7. At the end of the seventh term, a student must have earned at least thirty-one course credits.

Regardless of the number of credits accumulated, a student is not in academic good standing if the student's record shows three grades of F in a term or over two or three successive terms. "Successive terms" means successive terms in which the student enrolls, whether or not broken by a withdrawal or by a leave of absence. See [section I, Academic Penalties and Restrictions](#), "Dismissal for Academic Reasons" and "Makeup of Course Deficiencies for Promotion or Academic Good Standing." The term in which a student takes a medical leave of absence is not counted as a term of enrollment under this policy.

Exhibit E

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A. Requirements for the B.A. or B.S. Degree

To qualify for the bachelor's degree, B.A. or B.S., a student must successfully complete thirty-six term courses in Yale College or their equivalent. In doing so, the student must fulfill the distributional requirements of Yale College and the requirements of a major program. A student may normally complete no more than eight terms of enrollment in order to fulfill these requirements.

Yale College expects regular classroom attendance of all students. Accordingly, during terms in which undergraduates are enrolled and instruction is provided in-person, they may not be away from campus for a period exceeding two continuous weeks (14 calendar days) of class time without receiving advance permission from the Committee on Honors and Academic Standing. Students considering such a period of absence should contact their residential college dean at the earliest opportunity.

During the terms that students are enrolled and in residence in Yale College, they cannot be simultaneously enrolled, either full-time or part-time, in any other school or college at any other institution, with the exception of other Yale University schools that permit currently enrolled undergraduates to be admitted to programs that have been established within Yale College. Examples of such programs include the simultaneous award of the bachelor's and master's degree and the five-year B.A.-B.S./M.P.H. degree program in Public Health. Exceptions will also be made for Yale College students whose participation in the Reserve Officers Training Corps program requires enrollment in courses offered outside of Yale. Students enrolled in the Eli Whitney Students program should consult [section N, Eli Whitney Students Program](#). Students who have already earned a bachelor's degree at Yale or at another institution are not eligible for degree enrollment in Yale College.

Distributional Requirements

All students in Yale College must fulfill distributional requirements in order to qualify for the bachelor's degree. For a general introduction to the distributional requirements and a definition of the disciplinary areas and skills categories, refer to [The Undergraduate Curriculum](#).

- Distributional requirements for the first, sophomore, and junior years** Students must partially fulfill the distributional requirements during the first, sophomore, and junior years in order to be eligible for promotion.

Distributional requirements for the first year Students must have enrolled for at least one course credit in two skills categories by the end of the second term of enrollment in order to be eligible for promotion to sophomore standing.

They may elect no more than four course credits in a single department, and no more than six course credits in a single disciplinary area, except that a student taking a laboratory course may elect as many as seven course credits in the sciences.

Note that credit from outside Yale may not be applied toward the distributional requirements for the first year; accordingly, students who are permitted by the Committee on Honors and Academic Standing to repair a deficiency in these requirements over the summer following their first year must do so by means of enrollment in Yale Summer Session.

Distributional requirements for the sophomore year Students must have enrolled for at least one course credit in each of the three disciplinary areas and for at least one course credit in each of the three skills categories by the end of the fourth term of enrollment in order to be eligible for promotion to junior standing.

Distributional requirements for the junior year Students must have completed all of their skills requirements, and must have earned at least one course credit in each of the three disciplinary areas, by the end of the sixth term of enrollment in order to be eligible for promotion to senior standing.
- Multiple distributional designations** Although some courses may carry more than one distributional designation, a single course may be applied to only one distributional requirement. For example, if a course is designated both Hu and So it may be applied toward either the humanities and arts requirement or the social science requirement, but not both. Similarly, if a course is designated QR and Sc, it may be applied toward either the quantitative reasoning requirement or the science requirement, but not both.

A course with multiple distributional designations, once applied toward one distributional requirement, may subsequently be applied toward a different distributional requirement. During the summer after each academic year, the University Registrar's Office optimizes the use of each student's completed courses toward fulfillment of the distributional requirements.

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3. **Language distributional requirement** All students are required to engage in the study of a language while enrolled in Yale College. The most common paths to fulfillment of the language distributional requirement are illustrated in the chart at the end of this section.

Students who matriculate at Yale with no previous language training must complete three terms of instruction in a single language. This requirement is fulfilled by the completion of courses designated L1, L2, and L3.

Students who have taken the Advanced Placement examination in French, German, Italian, Latin, or Spanish, and who present scores of 5, are recognized as having completed the intermediate level of study. Scores of 6 or 7 on the International Baccalaureate Advanced-Level examination are also accepted as evidence of intermediate-level accomplishment. Students at this level fulfill the language distributional requirement by completing one course designated L5. Alternatively, they may successfully complete one or more courses in a different language at least through the level designated L2.

Students who have studied a language before matriculating at Yale but who have not achieved a score of 5 on the Advanced Placement test in French, German, Italian, Latin, or Spanish must take a placement test offered by the appropriate language department or, for languages in which no departmental placement test is offered, consult the appropriate director of undergraduate studies (DUS). Dates and times of placement tests are given in the *Calendar for the Opening Days of College* and on the [Center for Language Study](#) website. The departmental test determines whether students place into the first, second, third, or fourth term of language study (courses designated L1, L2, L3, or L4), or whether they qualify for language courses beyond the fourth term of study (L5).

Students who place into the first term of a language must successfully complete three courses in that language, designated L1, L2, and L3.

Students who matriculate at Yale able to place into the second term of a language must successfully complete three courses in that language, designated L2, L3, and L4. Alternatively, they may successfully complete three courses in a different language at least through the level designated L3.

Students who matriculate at Yale able to place into the third term of a language must successfully complete two courses in that language, designated L3 and L4. Alternatively, they may successfully complete two or more courses in a different language at least through the level designated L3.

Students who matriculate at Yale able to place into the fourth term of a language must successfully complete one course in that language, designated L4. Alternatively, they may successfully complete one or more courses in a different language at least through the level designated L3.

Students who matriculate at Yale able to place into the fifth term of a language must successfully complete one course in that language, designated L5 or a comparable course at the DUS's discretion. Alternatively, they may successfully complete one or more courses in a different language at least through the level designated L2.

Students whose secondary school transcript shows that the language of instruction was other than English, or who otherwise can demonstrate native proficiency in a language other than English through an assessment at the Center for Language Study, may fulfill the language requirement by successfully completing ENGL 114, 115, 120, ENGL 121, or 450. Alternatively, students in this category may fulfill the requirement by successfully completing one course in their native language designated L5 or a comparable course at the DUS's discretion, or by successfully completing one or more courses in a third language, neither English nor the language of their secondary school instruction, at least through the level designated L2.

In order to promote firsthand experience in other cultures and the learning of language in real-world settings, students are permitted to apply toward the satisfaction of the language requirement the completion of an approved study abroad program in a non-English language speaking setting if they have first completed or placed out of a language course designated L2. Students seeking to undertake study at another institution or program for this purpose must consult the relevant director of undergraduate studies in advance of their proposed study for advice about appropriate programs and courses, and for information about the approval process. See [section Q, Credit from Other Universities](#). Study abroad may be used in place of L1 and L2 courses only if it is part of a Yale College program, such as Yale Summer Session. Study abroad opportunities are described under [International Experience](#) in The Undergraduate Curriculum.

Intensive language courses provide the equivalent of a full year of instruction in a single term. A course designated L1–L2 fulfills both the L1 and the L2 levels of the language distributional requirement. Similarly, a course designated L3–L4 satisfies both the L3 and the L4 levels.

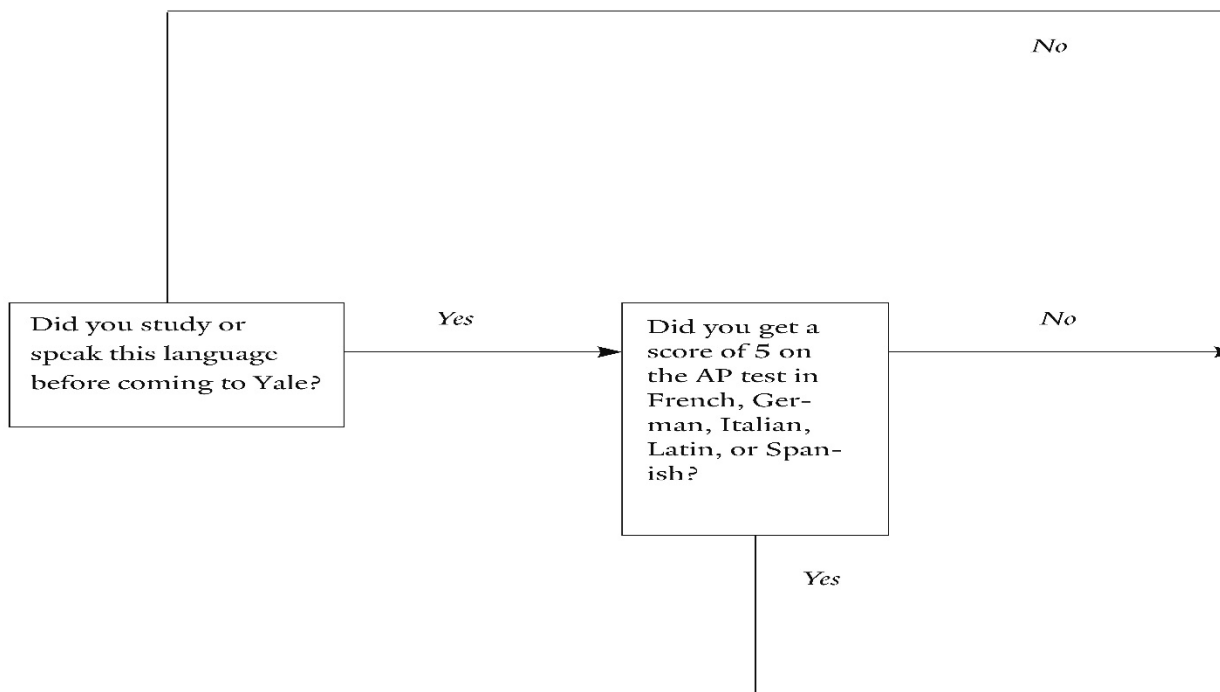
Not all of the languages offered in Yale College are offered at all levels, and it may not be possible to fulfill the language requirement in some of them. Languages currently offered in Yale College are Akkadian, American Sign Language, Arabic, Armenian, Bosnian-Croatian-Serbian, Burmese, Chinese, Czech, Dutch, hieroglyphic Egyptian, Finnish, French, German, ancient Greek, modern Greek, biblical Hebrew, modern Hebrew, Hindi, Hungarian, Indonesian, isiZulu, Italian, Japanese, Khmer, Kiswahili, Korean, Latin, Persian, Polish, Portuguese, Punjabi, Romanian, Russian, Sanskrit, Sinhala, Spanish, Tamil, classical Tibetan, modern Tibetan, Turkish, Twi, Ukrainian, Vietnamese, Wolof, Yiddish, and Yorùbá. Students wishing to fulfill the language requirement in a less commonly taught language should consult the DUS in the relevant department to verify that the appropriate level of study will be

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- offered. Students who have intermediate- or higher-level proficiency in a language other than those listed here should consult the appropriate DUS or the director of the Center for Language Study to arrange for a placement examination. Students who, for medical reasons, are not able to complete the language requirement may petition the Committee on Honors and Academic Standing for a partial waiver of the requirement. In granting such a waiver, the committee will normally require that a student complete four course credits in the study of a specific non-English-speaking culture.
4. **Courses taken on the Credit/D/Fail basis** A student may not apply any course credit earned on the Credit/D/Fail basis toward satisfaction of the distributional requirements for the junior year nor for the distributional requirements for the bachelor's degree.
 5. **Independent study courses** A student may not apply any course credit earned through independent study courses toward satisfaction of any of the distributional requirements. Students considering enrollment in Yale graduate or professional schools should carefully review the relevant entry in [Section L, Courses in the Yale Graduate and Professional Schools](#).
 6. **Acceleration credits** Acceleration credits may not be employed to satisfy the distributional requirements for the bachelor's degree, nor may they be employed to meet the distributional requirements for the first, sophomore, or junior years.
 7. **Course credit earned at Yale before matriculation** Course credit earned at Yale before a student's matriculation, either at Yale Summer Session or in the Non-degree Students program while the student was enrolled as a secondary school student in the New Haven area, may be applied to the distributional requirements for the bachelor's degree and to those for the sophomore and junior years, but it may not be applied to the distributional requirements for the first year.
 8. **Courses in the graduate and professional schools** It is the expectation that Yale College students, including candidates for the simultaneous award of the bachelor's and master's degrees, will fulfill their distributional requirements in courses taken in Yale College. Credit earned in a course offered in the Graduate School of Arts and Sciences or in one of the professional schools of the University may be applied toward the distributional requirements only if the course instructor has secured, in advance of the term in which the course will be given, approval from Yale College. Instructors interested in making such an advance arrangement can contact the Dean of Academic Affairs to be directed to the appropriate authority for such approval.
 9. **Course credit from outside Yale** Course credit earned at another university may be applied toward the distributional requirements for the bachelor's degree and to those for the sophomore and junior years whether or not it is counted toward the 36-course-credit requirement for graduation. Credit from outside Yale may not be applied toward the distributional requirements for the first year. See [section Q, Credit from Other Universities](#). Note particularly that Yale does not award course credit or distributional credit for courses completed at another college or university before the student graduated from secondary school.
 10. **Major programs** Courses taken in fulfillment of a student's major requirements may be applied toward satisfaction of the distributional requirements for the first, sophomore, and junior years and toward the distributional requirements for the bachelor's degree.
 11. **Permission for a partial waiver of the distributional requirements for the first year** If, with the permission of the residential college dean, a first-year student enrolls in a program of study for the first two terms of enrollment worth more than nine course credits, the dean may waive the year limit on the number of course credits that a student may elect in a single department or disciplinary area. Under no circumstances may a student be promoted to sophomore standing without having enrolled for at least one course credit in each of two skills categories (language, quantitative reasoning, writing).
 12. **Permission to postpone fulfillment of the distributional requirements for the sophomore year** A student may petition the Committee on Honors and Academic Standing for permission to fulfill the distributional requirements for the sophomore year in the fifth term of enrollment. Such a petition must be filed no later than the date of midterm of the fourth term of enrollment; it should explain the sound academic reasons why these requirements cannot be satisfied within four terms of enrollment and give an exact description of how they will be fulfilled in the fifth term. Students who have not fulfilled the distributional requirements for the sophomore year by the end of the fourth term of enrollment and who have not been granted permission by the Committee on Honors and Academic Standing to postpone their fulfillment will normally not be promoted to junior standing.
 13. **Permission to postpone fulfillment of the distributional requirements for the junior year** In exceptional circumstances, a student may petition the Committee on Honors and Academic Standing for permission to fulfill the distributional requirements for the junior year in the seventh term of enrollment. Such a petition, which must include the written support of the residential college dean and, where applicable, that of the DUS in the student's major, should be filed no later than the date on which the student's course schedule is due in the sixth term of enrollment; in no case will a petition be accepted later than the date of midterm in the sixth term of enrollment. It should explain the sound academic reasons why these requirements cannot be satisfied within six terms of enrollment and give an exact description of how they will be fulfilled in the seventh term. Students who have not fulfilled the distributional requirements for the junior year by the end of the sixth term of enrollment and who have not been granted permission

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by the Committee on Honors and Academic Standing to postpone their fulfillment will normally not be promoted to senior standing.

MOST COMMON PATHS TOWARD FULFILLMENT

Major Requirements

The requirements of the various major programs are given under the heading for each department or program. Every major program includes a senior requirement, which may take the form of a senior essay, a senior project, or a senior departmental examination.

Eight Terms of Enrollment

A student must complete the requirements for the bachelor's degree in no more than eight terms of enrollment. Terms spent on a Year or Term Abroad, or in the Yale College program at the Paul Mellon Centre in London during a spring term, are considered the equivalent of terms of enrollment in Yale College. Note, however, that course credits earned in terms spent on a Year or Term Abroad may not be applied to acceleration by the early accumulation of thirty-six course credits all earned at Yale. See [section R, Acceleration Policies](#). (Attendance at the summer program at the Paul Mellon Centre in London or Yale Summer Session does not constitute a term of enrollment in Yale College.)

In exceptional circumstances, a student may petition the Yale College Committee on Honors and Academic Standing for permission to enroll for an additional term. Such a petition should be made no later than the beginning of a student's seventh term of enrollment; it should describe precisely, giving detailed information on specific courses, why it is impossible for the student to complete the requirements for a bachelor's degree within eight terms; and it should be

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accompanied by detailed, informative letters of endorsement from the student's DUS and residential college dean. When the request is being made in whole or in part on medical grounds, documentation must be provided by a treating physician or therapist, by Student Accessibility Services, or by both. The Committee on Honors and Academic Standing cannot grant permission for a ninth term in order for a student to undertake an optional arrangement not necessary for the acquisition of a bachelor's degree, such as, for example, the completion of two majors, or enrollment in the Program for the Simultaneous Award of the Bachelor's and Master's Degrees, or completion of the entrance requirements for graduate or professional school. Students who have been permitted to take a reduced course load may be granted a tenth term of enrollment. A student given permission to enroll for a ninth or tenth term is eligible for scholarship assistance from Yale as in the student's previous terms. See "Financial Services" under "Regulations" in the Yale College online publication *Undergraduate Regulations*.

(Policy updated January 2023.)

Graduation in fewer than eight terms of enrollment is possible: see [section R, Acceleration Policies](#). Under no circumstances may a student graduate in fewer than six terms of enrollment, unless the student was admitted by transfer from another college or university. Transfer students should consult [section M, Transfer Students](#). Eli Whitney students should consult [section N, Eli Whitney Students Program](#).

Exhibit F

Statistics On Returning From Medical Leaves Of Absence

	Spring 2023	Fall 2023	Spring 2024
Number Of Students Who Took A Voluntary Medical Leave Of Absence Starting With Or During This Term			
Number Of Students Who Were Placed On An Involuntary Medical Leave Of Absence Starting With Or During This Term			
Number Of Students Who Requested To Return From A Voluntary Medical Leave Of Absence For This Term			
Number Of Students Who Requested To Return From An Involuntary Medical Leave Of Absence For This Term			
Number Of Requests To Return From A Voluntary Medical Leave Of Absence Granted For This Term			
Number Of Requests To Return From An Involuntary Medical Leave Of Absence Granted For This Term			
Number Of Requests To Return From A Voluntary Medical Leave Of Absence Denied For This Term			
Number Of Requests To Return From An Involuntary Medical Leave Of Absence Denied For This Term			

Exhibit G

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

ELIS FOR RACHAEL, INC., et al.,

Plaintiffs,

v.

YALE UNIVERSITY, et al.,

Defendants.

Case No. 3:22-cv-01517-MPS

August ____, 2023

**JOINT MOTION FOR APPROVAL OF INDIVIDUAL SETTLEMENT
AND FOR CONTINUING JURISDICTION**

The Parties jointly request that the Court approve the Settlement Agreement and Release, attached as **Exhibit 1** (the “Settlement Agreement”) and retain jurisdiction over this Action for three (3) years to enforce the Agreement, if it becomes necessary.

The Parties have engaged in mediation with the assistance of the Honorable Thomas O. Farrish of this Court and the Honorable Kathleen A. Roberts (Ret.), former United States Magistrate Judge for the Southern District of New York and current JAMS Mediator. Through that process, the Parties reached agreement to resolve the claims by the named Plaintiffs in this action in exchange for the consideration identified in the attached Settlement Agreement and its exhibits, which includes changes to the mental health policies of Yale College and training regarding issues raised in this case. The Settlement Agreement provides that the Parties will negotiate payment by Yale of Plaintiffs’ reasonable costs and fees, and that Plaintiffs may submit a fee application to this Court if the Parties are unable to reach agreement on this issue. The Settlement Agreement includes a dispute resolution clause that creates a process for resolving any disputes related to the implementation of the Settlement Agreement. The final step in that dispute resolution process involves the submission of the dispute to this Court.

The Parties respectfully request that the Court approve the Settlement Agreement as a fair and reasonable resolution of the claims raised in Plaintiffs' November 30, 2022 Complaint and further request that the Court retain continuing jurisdiction for three (3) years to adjudicate any dispute involving the Settlement Agreement, including but not limited to any fee application Plaintiffs may submit. The Court should grant this Motion.

PLAINTIFFS

ELIS FOR RACHAEL, INC.; ALICIA
ABRAMSON; HANNAH NEVES

DISABILITY RIGHTS OF CONNECTICUT,
INC.

/s/ Kasey Considine

Kasey Considine (ct30756)

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