

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPARTMENT

WENDELL TANG, M.D.,
as Representative of the Estate of
LUKE TANG,

Plaintiff,

v.

PRESIDENT AND FELLOWS OF HARVARD
COLLEGE, CATHERINE R. SHAPIRO, CAITLIN
CASEY, Ph.D., MELANIE NORTHROP, MSW,
LICSW, & DAVID ABRAMSON, M.D.,

Defendants.

CIVIL ACTION No. 18-2603

**DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF
MOTION TO DISMISS COMPLAINT AND JURY DEMAND**

Last May, in *Dzung Duy Nguyen v. Mass. Inst. of Tech.*, 479 Mass. 436 (2018), the Supreme Judicial Court laid out clear limits on universities' legal responsibility to prevent student suicides. The SJC held that colleges do not have a "generalized duty to prevent suicide." *Id.* at 455. Instead, the SJC held, colleges have a duty "limited to initiating the university's suicide prevention protocol" or (if the college does not have such a protocol), "arranging for clinical care by trained medical professionals." *Id.* at 457. In addition, the SJC held, that, even where college administrators know that a student has attempted suicide, its legal obligation to act is "time-bound," triggered by administrators' "actual knowledge of [a student's] plans or intention to commit suicide." *Id.* at 459.

Here, Dr. Wendell Tang, as the representative of the estate of his son, Luke Tang,¹ who took his own life at the beginning of September 2015, seeks damages from Harvard University, two Harvard administrators, a Harvard University Health Services psychiatrist and a clinical social worker as a result of his son's tragic suicide. But Plaintiff's Complaint makes clear on its face that Harvard and its administrators acted responsibly, fulfilled their legal obligations, and breached no duty to Tang. Harvard therefore asks the Court to dismiss the allegations against the university and the two administrators, Harvard's Resident Dean of Freshmen, Catherine R. Shapiro, and Lowell House Resident Dean Caitlin Casey. (The psychiatrist, Dr. David Abramson, and the clinical social worker, Melanie Northrop, are separately represented and expected to file a separate responsive pleading.) In light of the SJC's decision in *Dzung Duy Nguyen*, Plaintiff's allegations against Harvard, Dean Shapiro and Dean Casey do not state a claim upon which

¹ Unless otherwise noted, references to "Tang" in this Memorandum, refer to the son, Luke Tang, rather than the Plaintiff, his father, Wendell Tang.

relief may be granted, and Mass. R. Civ. P. 12(b)(6) requires that the case against them be dismissed.

THE PLAINTIFF'S ALLEGATIONS

The Plaintiff's Complaint makes detailed allegations about Luke Tang's tenure at Harvard and his suicide on September 12, 2015, at the very beginning of Tang's sophomore year. Even taking Plaintiff's allegations as true, as Harvard, Dean Shapiro, and Dean Casey must for the purposes of this motion, *see Calixto v. Coughlin*, 481 Mass. 157, 158 (2018), the Complaint fails to state a claim against Harvard as an institution or Deans Shapiro or Casey individually. Indeed, the Complaint's allegations show that Harvard and the two Deans discharged their legal responsibilities responsibly and appropriately.

The Complaint makes the following allegations:

On April 11, 2015, during his freshman year at Harvard, Tang attempted suicide in his dormitory. Complaint, ¶¶9-10. Soon after his suicide attempt, the Complaint alleges, Harvard officials transferred Tang to McLean Hospital ("McLean"), the psychiatric affiliate of Harvard Medical School, for in-patient care. Complaint, ¶12. Tang remained at McLean for approximately seven days. Dean Catherine R. Shapiro, Harvard's Resident Dean of Freshmen, visited him personally at McLean when he was there. Complaint, ¶¶13-14. During her visit with Luke Tang, Plaintiff alleges, Dean Shapiro informed him that he would be required to enter into a contract with Harvard and that she would meet with him to finalize the terms of that contract. Complaint, ¶17.

McLean discharged Tang on April 29, 2015, and Tang immediately met with Melanie Northrop, a case manager at Harvard University Health Services ("HUHS"). Complaint, ¶¶18-19. During this April 29 appointment, Luke Tang stated that he felt "forced" to continue mental health counseling and explained his desire to decide for himself whether to continue counseling

“past the remaining two weeks of the semester.” Complaint, ¶¶20-21. McLean professionals had recommended that Tang attend weekly therapy appointments, but he repeatedly expressed his frustrations with this recommendation to Ms. Northrop, noting that he would prefer to “shar[e] thoughts with [his] friends and advisors.” Complaint, ¶¶23-24. Tang also told Ms. Northrop that he planned to attend a week-long retreat beginning May 17, 2015, leave for China for the remainder of the summer, and return to Harvard for his sophomore year directly from China. Complaint, ¶¶25-26. Ms. Northrop told Tang that he should speak to members of his therapy team to develop a support plan while he was in China and that he should continue treatment when he returned to Harvard, for his sophomore year, when he planned to live at Lowell House. Complaint, ¶27.

On or about May 1, 2015 (just two days following his discharge from McLean), Dean Shapiro provided Luke Tang with a contract prepared by Harvard, which Tang signed. Complaint, ¶¶28-29; *see* Exhibit A.² The Contract was also signed by Dean Shapiro, and expressed “sincere concern” for Luke Tang’s “safety and well-being.” Complaint, ¶34; Exhibit A at 1. The Contract outlined the “appropriate steps” Tang would need to undertake “to address the problems [he had] been experiencing.” Exhibit A at 1. It established a treatment team made up of a psychotherapist, Reverend Larry Mynatt, M.Ed., and case manager, Melanie Northrop, and permitted Tang to make changes or additions to the team, which would then be added to the Contract. Exhibit A at 1. The Contract expressed Harvard’s (and Dean Shapiro’s) clear expectation that Tang regularly meet with his treatment team, actively participate in his treatment, follow the recommendations of his treatment team, remain on any prescribed medications, give permission

² Plaintiff chose to omit the Contract as an exhibit to the Complaint. Nevertheless, because the Contract is referenced in the Complaint, *see* ¶¶17, 29-36, 65, the Court can consider its contents on a motion to dismiss. *Cambridge Place Inv. Mgmt. v. Morgan Stanley & Co.*, 30 Mass. L. Rep. 594 (2012) (“Although motions to dismiss are addressed to the face of the complaint, the court may consider documents attached or incorporated by reference as well as . . . documents known or possessed by the plaintiff on which it relied in bringing the action.”).

for the members of his team to communicate with each other, Dr. Shapiro, and any Assistant Dean in his dormitory, and to immediately seek emergency hospital care if he had any inclination to harm himself. Exhibit A at 1-2; Complaint, ¶¶34-35.

On May 8, 2015, Tang again met with Ms. Northrop. He reported that although he had met with one of the members of his treatment team for an initial visit, he did not wish to schedule any follow-up appointments with this provider. Complaint, ¶38. Tang then asked Ms. Northrop for a new therapist, a request she relayed to Dean Shapiro. Complaint, ¶40. Ms. Northrop also reiterated her recommendation that he remain in treatment after the semester ended on May 16, 2015, and provided contact information for private practitioners that he should contact immediately. Complaint, ¶41.

Tang's last visit with Ms. Northrop occurred on May 15, 2015, just before the end of the semester. Complaint, ¶42. He continued to express skepticism towards continuing treatment, and Ms. Northrop "urged" him to continue treatment when he returned to campus from China in the fall. Complaint, ¶¶43, 45. Tang denied any suicidal ideation or plan during this and every appointment with Ms. Northrop, and had not identified any thoughts or plans about suicide since his in-patient stay at McLean in April 2015. Complaint, ¶11.

When the semester ended on May 16, 2015, Tang left Harvard, traveled to China, and did not return to campus from China until August 2015. Complaint, ¶46. At that time, he was a Harvard sophomore and lived on campus in Lowell House. Complaint, ¶¶47-48. The Complaint contains no allegations about Tang's actions on campus after he returned. It does not describe any statements he made to anyone—including to either Dean Shapiro or Caitlin Casey, the Allston Burr Resident Dean of Lowell House, where he lived, following his return to campus—about suicide or suicidal plans. Indeed, the Complaint fails to describe even a single interaction

between Tang and Dean Casey, yet plaintiff Wendell Tang seeks damages from her as a result of Tang's death.

On September 12, 2015, Tang committed suicide in Lowell House. Complaint, ¶49. Based on these allegations, Dr. Tang, as the appointed representative of Luke Tang's estate, asserts two causes of action against each Defendant for: (1) negligence and wrongful death (Counts I, III, and V); and (2) punitive damages (Counts II, IV, and VI).

ARGUMENT

I. Defendants Did Not Breach the Duty of Reasonable Care

A. Applicable Negligence Principles.

To prevail on a negligence claim, a Plaintiff must prove that the defendant owed the Plaintiff a duty of reasonable care; that the defendant breached that duty; that damage resulted; and that there was a causal relationship between the defendant's breach and the damage caused. *Jupin v. Kask*, 447 Mass. 141, 146 (2006). There is no general duty to protect individuals from taking their own life. *Dzung Duy Nguyen v. Mass. Inst. of Tech.*, 479 Mass. 436, 448 (2018). Massachusetts courts have recognized, however, that special relationships may exist in certain circumstances that create an affirmative duty of care to help prevent suicide. *See Slaven v. Salem*, 386 Mass 885, 888 (1982) (addressing the duty and accompanying responsibilities of a jailor for the suicide of a prisoner).

While universities may have special relationships with their students in certain contexts and circumstances, they "are not responsible for monitoring and controlling all aspects of their students' lives" and their "duty, if any, is not a general duty of care to all students in all aspects of their collegiate life." *Dzung Duy Nguyen*, 479 Mass. at 451 (citing *Mullins v. Pine Manor College*, 389 Mass. 47, 52 (1983) (describing major "changes in college life," and "the general decline of the theory that a college stands *in loco parentis* to its students")). University students

are young adults, not young children, and universities recognize their students' adult status, their desire for independence, and their need to exercise their own judgment. *Dzung Duy Nguyen*, 479 Mass. At 451. The modern university-student relationship is thus "respectful of student autonomy and privacy," which includes "students' personal mental health decisions." *Dzung Duy Nguyen*, 479 Mass. At 451 (citing *Bradshaw v. Rawlings*, 612 F.2d 135, 138 (3d Cir. 1979) ("Trustees, administrators, and faculties have been required to yield to the expanding rights and privileges of their students"); *Furek v. University of Del.*, 594 A.2d 506, 516-517 (Del. 1991) (describing "realities of modern college life where students are regarded as adults in almost every phase of community life"))).

The SJC's decision last year in *Dzung Duy Nguyen* held that a university has a special relationship with a student and a corresponding duty to take reasonable measures to prevent his or her suicide in specific circumstances: where a university has actual knowledge of a student's suicide attempt that occurred while enrolled at the university or actual knowledge of a student's stated plans or intentions to commit suicide. 479 Mass. at 453. Where the circumstances give rise to that relationship, the university has a duty to take reasonable measures under the circumstances to protect the student from self-harm. *Id.* at 453.

But the SJC likewise made clear that the university's duty is *not* a generalized duty to prevent suicide. *Id.* at 455. To satisfy the duty where it exists, the university must initiate its suicide prevention protocol, contacting the appropriate officials at the university empowered to assist the student in obtaining clinical care from medical professionals, or, if the student refuses such care, to notify the student's emergency contact. *Id.* at 456. In emergency situations, reasonable measures require the university to contact police, fire, or emergency medical personnel. *Id.* at 457. By taking reasonable measures under the circumstances presented, a university satisfies

its duty. *Id.* In addition, the university's duty is limited in time. *Id.* Medical professionals may, for example, conclude that the student is no longer a suicide risk. *Id.*

The SJC explicitly placed these limits on a university's duty to respect the privacy and autonomy of adult students in most circumstances, relying in all but emergency situations on the student's own capacity and desire to seek professional help to address his or her mental health issues. *Id.* The standard thus imposes limited, practical duties and responsibilities on universities, permitting them to respond with their own suicide prevention protocols or other "reasonable measures" while acknowledging students' independence and self-determination. *Id.*

B. Defendants Satisfied Their Duty of Care to Tang

Plaintiff's Complaint alleges that each of the defendants were aware of Tang's April 2015 suicide attempt in his Harvard dormitory. While this actual knowledge may have created a special relationship and corresponding duty of care, the Complaint fails to allege facts establishing that Harvard, Dean Shapiro, or Dean Casey breached that duty. According to the Complaint, Harvard responded promptly to Tang's April 2015 suicide attempt when it learned of it, transporting him to McLean Hospital to receive in-patient emergency care. Complaint, ¶12. Harvard acted conscientiously even when Tang was a patient at McLean; Dean Shapiro visited Luke Tang during his stay at McLean and previewed the need for the Contract outlining his treatment plan upon his release. Complaint, ¶¶14, 17.

When doctors discharged Tang from in-patient care at McLean, Dean Shapiro continued to follow Harvard's procedures by reviewing and signing the Contract with Tang. Complaint, ¶¶28, 33. The Contract identified a team of professionals including a psychotherapist and case manager. The psychotherapist was qualified to provide treatment and there was an expectation that Tang follow the recommendations of his psychotherapist and actively participate in this treatment. Complaint, ¶36. The Contract made Tang aware that he could speak with Dean

Shapiro or his Allston Burr Resident Dean at Lowell House, Caitlin Casey, at any time about the Contract or his academic and personal progress. Exhibit A, at 3. When Dean Shapiro suspected that Tang was not fulfilling the conditions set forth in the Contract, Shapiro notified his case manager that she intended to contact his parents.³ Complaint, ¶44. By taking these steps, Harvard, Dean Shapiro and Dean Casey satisfied any duty they had to Tang. *Dzung Duy Nguyen*, 479 Mass. At 457.

Additionally, Defendants' duty was limited in time, and Plaintiff has not pled facts identifying any subsequent events that would have triggered a new duty to Tang after the spring semester ended and immediately prior to his death in the fall. While Plaintiff alleges that "on or after April 11, 2015, Luke Tang continued to have suicidal ideation" and that the defendants had "actual knowledge . . . of Luke Tang's other stated plans or intentions to commit suicide," Complaint. ¶¶11, 53, 62, 73, it does not allege any facts that would have given Harvard, Dean Shapiro or Dean Casey such knowledge, either explicitly or implicitly. To survive a motion to dismiss, a complaint's factual allegations must be "enough to raise a right to relief above the speculative level." *Iannacchino v. Ford Motor Co.*, 451 Mass. 623, 636 (2008). The pleading stage thus requires "factual allegations plausibly suggesting (not merely consistent with) an entitlement to relief . . . in order to reflect the threshold requirement . . . that the plain statement possess[es] enough heft to show that the pleader is entitled to relief." *Id.* In fact, the Complaint makes clear that despite the recommendations of his psychotherapist and case manager, Tang repeatedly expressed his own desire to make independent decisions concerning his mental health treatment. Complaint, ¶¶20-21. Plaintiff's Complaint acknowledges that the defendants continued to make

³ While the Complaint is silent on the issue, it does *not* allege, nor could it, that Harvard did not contact Dr. Tang, the Plaintiff here, or that Dr. Tang did not know of his son's suicide attempt, hospitalization at McLean, or discharge.

Harvard resources available to Tang, and repeatedly stated their recommendation and expectation that he remain in treatment even while visiting China over the summer, which Tang declined. Complaint, ¶¶27, 39-40, 44, 50. These expressions of autonomy by an adult student, coupled with the lack of any further evidence of suicidal ideation or other facts that would create an emergency need for intervention by Defendants, show that Plaintiff has failed to allege facts sufficient to state a claim, and the Court should dismiss Plaintiff's negligence claims against, Harvard, Dean Shapiro, and Dean Casey (Counts I, III, and V).

II. Defendants Did Not Engage in Any Reckless or Grossly Negligent Conduct

Plaintiff asserts that he is entitled to punitive damages due to Defendants' reckless or grossly negligent conduct, which Plaintiff alleges was the direct or proximate cause of Tang's death. Under Massachusetts law, punitive damages may be awarded in a wrongful death suit only where the defendant is found to have acted in a "willful, wanton, or reckless manner, or their conduct was deemed to be grossly negligent." M.G.L. c. 229, § 2. As demonstrated above, the Complaint fails to allege facts sufficient to establish that defendants even acted negligently or breached their duty of care to Tang. Consequently, "[p]laintiff cannot succeed" on claims of reckless or grossly negligent conduct. *Dzung Duy Nguyen*, 479 Mass. at 460.

Massachusetts law defines gross negligence as "very great negligence, or the absence of slight diligence, or the want of even scant care." *Zavras v. Capeway Rovers Motorcycle Club*, 44 Mass. App. Ct. 17, 19-20 (1997) (quoting *Altman v. Aronson*, 231 Mass. 588, 591, 121 N.E. 505 (1919)) (internal quotations omitted). The Complaint shows that Defendants acted with care, compassion, and diligence. It alleges that Harvard transported Tang to McLean after his April 2015 suicide attempt and Dean Shapiro visited him during his in-patient care. Complaint at ¶¶12, 14. It fails to allege that Tang expressed any thoughts or plans to commit suicide after his release. Complaint, ¶11. Dean Shapiro met with Tang, put in place a treatment plan with a psycho-

therapist and case manager to attend to his safety and well-being going forward (as memorialized in the Contract), remained informed on the status of his treatment, and advised Tang to seek treatment even when he was away from Harvard. Complaint at ¶¶28, 34-36, 39-40, 44-45. Because the record demonstrates a substantial—hardly a scant—level of care, Plaintiff cannot obtain punitive damages. *DiPasquale v. Suburban Propane Ltd. P'ship*, 2014 Mass. Super. LEXIS 171, at *7-9 (Dec. 15, 2014). As to Resident Dean Casey, the Complaint contains no allegations of any actions on her part nor any allegations of interactions with Tang in September 2015 that would cause her to take action. In short, there is no support in the complaint, other than conclusory allegations, that she acted negligently, let alone grossly negligently. Plaintiff's claims for punitive damages (Counts II, IV, and VI) should therefore be dismissed.

CONCLUSION

For the foregoing reasons, Defendants respectfully request that the Court dismiss all Counts of the Complaint, award Defendants their costs, and grant such other and further relief as is just and proper.

Respectfully submitted,



Martin F. Murphy, BBO #363250
Madeleine K. Rodriguez, BBO #684394
FOLEY HOAG LLP
155 Seaport Boulevard
Boston, MA 02210
Tel:617-832-1000
Fax:617-832-7000
mmurphy@foleyhoag.com
mrodriguez@foleyhoag.com

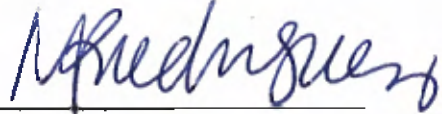
*Attorneys for President and Fellows of Harvard
College, Catherine R. Shapiro, and Caitlin Casey,
Ph.D.*

Dated: January 16, 2019

CERTIFICATE OF SERVICE

I, Madeleine K. Rodriguez, certify that on January 16, 2019, a true copy of the above document was served upon plaintiff Wendell Tang by U.S. Mail and email:

David W. Heinlein (dheinlein@hbmhlaw.com)
284 Union Avenue
Framingham, MA 01702



Madeleine K. Rodriguez

Exhibit A

Luke Tang

HARVARD COLLEGE
FRESHMAN DEAN'S OFFICE

6 PRESCOTT STREET
CAMBRIDGE, MASSACHUSETTS 02138
E-MAIL: FDO@FAS.HARVARD.EDU



TELEPHONE: 617 495-1574
TDD: 617 495-7936
FAX: 617 496-1624

Student understands his
margin & wording
changes do not hold. He
signed & is in possession

May 1, 2015

Luke Tang
HAND DELIVER

of a clean copy of
this contract
(CS)

Dear Luke,

I am so very glad that you are well enough to be back on campus. As we have discussed, the events that resulted in your hospitalization in McLean caused a great deal of sincere concern about your safety and/or well-being and the appropriateness of your continued residence and enrollment at the College. After considering all of the issues presented, and in consultation with Melanie Northrop, MA, MSW, LICSW, and Dr. David Abramson at Harvard University Health Services ("HUHS"), the College has decided to permit you to reside on campus and remain enrolled in the College under the terms and conditions set forth in this letter, which will serve as a contract between us. Please understand that we all want you to succeed at Harvard. At the same time, we need to be sure that you are taking appropriate steps to address the problems that you have been experiencing. Therefore, this letter sets forth our expectations for the measures you need to take to better ensure your well-being during your remaining time at the College. Our agreement is as follows:

- ✓ 1. The current members of your treatment team include:
 - Rev. Larry Mynatt M.Ed., psychotherapist, Discovery Learning Associates, 617-497-1214
 - Ms. Melanie Northrop, MA, MSW, LICSW, Harvard University Health Services

All members of your team will receive a copy of this contract. If you decide to make changes or additions to the team, you must let me (or any new Allston Burr Assistant Dean in your House) know so we can include them in an updated contract.

- ✓ 2. You are expected to follow the recommendations of your treatment team. These include attending sessions regularly and actively participating in your treatment. They may also include medication and/or medical follow up and monitoring on a regular basis, as defined by your treatment team.
- ✓ 3. You are expected to remain on any prescribed medications, in the interests of your health and your enrollment. Any changes in your medication regime must be discussed in advance with the members of your treatment team and coordinated under their care.
- ✓ 4. You hereby agree that all members of your treatment team have permission to communicate with each other, to communicate with former members of your treatment team, and to communicate with me and your Allston Burr Assistant Dean if concerns arise. You agree to sign any additional authorization forms that may be required by any member or former member of your treatment team in order that they may communicate with each other regarding your treatment and progress or with me if concerns arise. If you

miss any visits or fail to comply with the recommendations of your treatment team, or compromise your progress by not cooperating with your treatment team, a member of the treatment team will contact Melanie Northrop and me to alert us to their concerns and your actions. I can be reached at 617-495-1577 and Ms. Northrop can be reached at 617-495-2042. This will lead to a review meeting where a decision will be made about your continued enrollment in the College.

so if I'm
found to be
uncooperative
w/ a medical
treatment
team, my
enrollment may
be revoked?

personal?
OK.

5. If any House Master, House Dean, Freshmen Dean or other College official asks you to be evaluated, you will comply with that request immediately by going either to HUHS or to the Cambridge City Hospital Emergency Room. If you elect to go the Cambridge City Hospital, your return to campus must be cleared through Melanie Northrop or the physician on call at HUHS and your Yard or House Dean.

6. If you feel distressed or if you feel any inclination to harm yourself, ~~you will not rely on friends or clergy, and will instead~~ take your concerns immediately to HUHS Urgent Care or to the Cambridge City Hospital.

Please understand that while the College does not expect your treatment team to disclose the substance of your conversations with them, it is vital that they continue to confirm that your treatment is proceeding as planned. It is important to note that you may decline to pursue the treatment program recommended to you, that you may revoke permission for your treatment team to speak with me, and that you may decline to meet with me to discuss your progress at any time. Needless to say, we hope that you will not make such choices, as the conditions imposed by this contract are intended to provide support for you from trained professionals for problems that may arise. If you cannot meet these conditions, then the College will need to re-evaluate whether you may continue to be enrolled and in residence. The College very much wants you successfully to address the problems you have encountered, and in assessing your progress in doing so, we hope to have available the most complete and accurate information possible. If that information is denied to us, however, we must and will still make judgments about your progress and about your ability to remain enrolled at the College.

OK?
how about
emergency?
why if
I am
undispatched?

Luke, as a matter of your safety, the College will contact your parents if you fail to meet the conditions set forth in this letter, including, for example, if you stop attending appointments with your treatment team. ~~Ordinarily, we will not initiate this contact without first having a discussion with you, but for a variety of reasons, this may not always be possible.~~ Should it be necessary to contact your parents, we will explain to them the entire circumstances of this contract and the resulting problems and inform them that we will have to consider whether you can remain in residence on campus in and enrolled in the College.

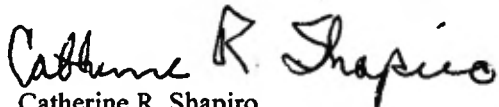
Further, I want to remind you that, should you anticipate the need for academic or other accommodations while enrolled in the College, you and your treatment team should be in contact with Harvard's Accessible Education Office (AEO). In consultation with HUHS clinicians and the College, AEO makes determinations about accommodations based on a student's provision of appropriate supporting clinical documentation, in keeping with generally accepted guidelines as found at: <http://www.aeo.fas.harvard.edu/documentation.html>. The AEO serves as an important resource for students who may be in need of accommodations, either on a temporary or more long-term basis. In obtaining necessary information and in developing recommendations regarding accommodations, AEO consults with students' clinicians, with HUHS, and with senior members of the College staff. Sheila Petrucci, the Director of AEO, may be contacted at telephone at 617-496-8707 and by e-mail at aeo@fas.harvard.edu. Information about AEO, the resources that it offers eligible students, and guidelines for clinical documentation may be found at <http://www.fas.harvard.edu/~aeo/>.

Please sign this letter to indicate that you have read and agreed to its conditions. We will forward copies of this letter to Melanie Northrop and to the members of your treatment team so everyone has a clear

understanding of our expectations. We hope that the measures we have instituted will provide a structure to help you successfully continue your studies at Harvard. Ultimately, we want to work together to help you be well and do well here. Please feel free to speak with me (or your Allston Burr Assistant Dean at Lowell House starting in July 2015) at any time about this agreement or about your academic and personal progress. I appreciate that you have been through a difficult time, and hope you understand that our intention is to support you as you work towards your degree within the Harvard community.

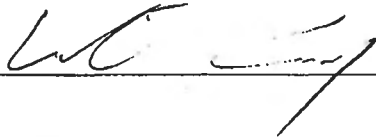
By signing this letter, we are all affirming our understanding and agreement with its provisions.

Sincerely,



Catherine R. Shapiro
Resident Dean of Freshmen, Crimson Yard
Assistant Dean of Harvard College

Signed: _____



Date: _____

5/1/15