

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32**

STANFORD UNIVERSITY

Employer

and

Case 32-RC-386778

RESIDENTIAL ASSISTANTS UNITED RISING (RAUR)

Petitioner

DECISION AND DIRECTION OF ELECTION

As explained below, I am directing an election in the petitioned for bargaining unit.

Pursuant to Section 9(c) of the National Labor Relations Act (the Act), Residential Assistants United Rising (RAUR) filed a petition seeking to represent a unit of all Residential Student Leaders (RSLs), including RAs, RA-Cs, RA-Os, and ETAs employed by Stanford University (the Employer or Stanford or University), excluding RDs, RFs, Supervisors, Manager, Confidential Employees, and Security Officers.

The Employer opposes the petition for three primary reasons.¹ ²First, the Employer contends that RSLs in the petitioned-for unit are not statutory employees within the meaning of Section 2(3) of the Act. Second, it argues that, even if RSLs are employees within the meaning of Section 2(3) of the Act, the Board should decline to exercise jurisdiction over them because doing so would invite conflicts with other Constitutional and statutory rights and obligations. Finally, the Employer asserts that RAUR is not a qualified labor organization.³

¹ In its Statement of Position, Employer indicated a potential challenge to whether the petitioned-for unit shares a sufficient community of interest. Tr. 19, BX 1(j). However, the issue was improperly raised and therefore Employer was excluded from presenting evidence on the issue. Tr. 19. The determination of the extent of interest is a purely administrative matter, wholly within the discretion of the Agency and is not dispositive of whether a representation question exists. While any information offered by a party bearing on the validity and authenticity of the showing should be considered, no party has a right to litigate the subject, either directly or collaterally, including during any representation hearing that may be held. See NLRB Casehandling Manual, Part Two, Representation Proceedings, Section 11021.

² The Employer also requested a verification of the showing of interest. The determination of the extent of interest is a purely administrative matter, wholly within the discretion of the Agency and is not dispositive of whether a representation question exists. While any information offered by a party bearing on the validity and authenticity of the showing should be considered, no party has a right to litigate the subject, either directly or collaterally, including during any representation hearing that may be held. See NLRB Casehandling Manual, Part Two, Representation Proceedings, Section 11021.

A hearing officer of the Board held a hearing in this matter on June 2-4, 2026, and took evidence on these issues, and the parties subsequently filed briefs on June 18, 2026. As explained below, based on the record, the briefs, and relevant Board law, I find that the petitioned-for RSLs are employees within the meaning of the Act, that RAUR is a qualified labor organization within the meaning of the Act, and that there is no legal basis to preclude further processing of the petition, and I am therefore directing an election in the petitioned-for unit to be conducted on October 6 and 7, 2026.

I. FACTUAL BACKGROUND⁴

A. The Employer's Operation

Stanford is a private university with an office and place of business located in Stanford, CA.⁵ Stanford offers undergraduate and graduate studies programs across seven schools and research institutions. JX 13. Stanford's academic year runs on a quarter system comprised of three academic quarters: Autumn quarter beginning in September, Winter quarter beginning in January, and Spring quarter beginning in March.⁶ Tr. 37-38; JX 3. Each quarter is approximately ten weeks. Tr. 180.

B. Student Housing

As part of its operations, Stanford guarantees incoming undergraduate students twelve quarters of campus housing across 81 houses, including residence halls, apartment/suites, and row houses (self-operated houses (self-ops), cooperative houses (co-ops), and Greek-affiliated houses).⁷ Tr. 33; JX 13. Stanford places an intentional emphasis on student residential experience, which it uses to distinguish itself from other universities. Tr. 30. Ninety-eight percent of undergraduate students enrolled at Stanford reside in campus housing. Tr. 30; JX 13.

Stanford's Residential and Dining Enterprises department manages the housing facilities, buildings, dining experience, and the residence agreements for all students. Tr. 236-237; JX 12. The Residential Education (ResEd) department manages undergraduate living and learning experiences in Stanford's campus houses during the three academic quarters. Tr. 31.

C. Resident Student Leaders

Stanford assigns Resident Student Leaders (RSLs) to all campus houses in various numbers to foster a safe and inclusive community.⁸ Tr. 33-34; UX 1, 2. RSLs are students living

⁴ Abbreviations citing to the record are as follows: "Tr." for transcript; "BX" for Board Exhibit; "EX" for Employer Exhibit; "UX" for Union/Petitioner Exhibit; "JX" for Joint Exhibit; "E. Brf." for Employer Brief; "P. Brf." for Petitioner/Union Brief. Specific citations to the transcript, exhibits, and briefs are included where appropriate to highlight particular record evidence and are not necessarily exclusive or exhaustive. My findings and conclusions are not based solely on the record citations contained in this Decision but rather are based upon consideration of the entire record.

⁵ The Parties have stipulated, and I find, that Stanford is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and is subject to the jurisdiction of the Board. During the last twelve months, Employer has derived gross annual revenues in excess of \$1 million, of which at least \$50,000 was received from points outside the State of California. BX 2.

⁶ The fourth session or quarter is Summer, which is separately treated.

⁷ Stanford provides housing and housing support for graduate students as well, though graduate student housing is managed separately from undergraduate housing. Tr. 31:3-23.

⁸ RSLs are the equivalent of what other Universities often call Resident Assistants (RAs). Tr. 71.

in a campus house who are assigned in a designated role as a first point of contact for student residents in Stanford housing and are generally tasked with building community, acting as a resource for student residents, and connecting student residents with other appropriate University resources. Tr. 258. Across all of Stanford's undergraduate student housing, the Employer has approximately 450 RSLs assigned to campus housing. Tr. 90-91, 266, 519. An RSL term runs for one full academic year. UX 1, 2. Depending on their assignment, RSLs at Stanford are designated as Resident Assistants (RAs),⁹ Resident Assistant + Operations (RA-Os), and/or Ethnic Theme Associates (ETAs). UX 3-5. RAs facilitate social, academic, and personal adjustment of students to Stanford residential living. UX 3. RA-Os function in the same basic capacity as RAs but in self-op and co-op housing such that they also support the kitchens, finances, and operations of their assigned co-op house. UX 4. ETAs function in the same basic capacity as RAs with additional focus on themed events and programming in ethnically themed housing. UX 5.

1) RSL Application and Selection Process

Stanford selects RSLs from a pool of University student applicants. All Stanford undergraduate students are eligible to apply, though there are certain requirements for consideration, including that the applicant be enrolled full-time as a Stanford undergraduate student in good academic standing, be a junior or higher at the time the RSL role will begin, be eligible to receive a stipend payment or be willing to forgo a stipend payment, and be a US citizen, permanent resident, or in a visa status appropriate to receive payments from a US source. Tr. 60, 73-74, 243-245, 294-295; UX 1, 2. RSLs are additionally required to live in their assigned house and in an RSL-designated room throughout their RSL assignment. Tr. 294-295, 302, 310-311; UX 1, 2.

The ResEd department handles the RSL application process. Tr. 135-136. Interested students apply in January (during Winter quarter) of the academic year preceding the year they are seeking to serve as RSL via a platform called SaaS. Tr. 111-112, 245, 253. Applicants that make it past initial screening go through a two-round interview process. Tr. 245-246. In the first round, applicants are interviewed by current RSLs and/or by other professional staff. Tr. 112, 245-246. The second-round interviews are house-specific and are conducted by some combination of Stanford faculty, current RSLs, and/or other ResEd staff. Tr. 63, 245-250. After second-round interviews, both applicants and interviewers rank their top choices. Tr. 246. Stanford then uses an algorithm to match successful candidates to houses. Tr. 111-112. When an applicant receives a match, they have 24 hours to accept the RSL position or decline. Tr. 246. The entire application and selection process is completed before the end of the Winter quarter. Tr. 253. Upon confirmation to an RSL position, RSLs are required to sign an Undergraduate Residential Student Staff Terms and Obligations of Appointment (Terms of Appointment). UX 1, 2, 11.

While there is no prohibition on serving as RSL for multiple years, there is also no guarantee to serve multiple years for those who desire to do so. Tr. 272-275. Each year, anyone interested in serving as RSL for the following academic year must follow the same application process regardless of prior service. Tr. 272-273. The number of RSLs serving multiple terms has varied from year to year. Tr. 272-273.

⁹ For the 2025-2026 academic year, this classification of RSLs was termed Resident Assistant Community (RAC).

2) Terms and Conditions of RSL Position

a) Job duties¹⁰

RSLs are responsible for working with other RSLs and staff to facilitate the social, academic, and personal adjustment of students to campus housing.¹¹ EX 3-5, UX 1-2. RSLs are expected to model exemplary community standards, build community, support students in residence, and provide financial stewardship of the RSL program. Tr. 38-39, 262. This includes regular communication with the resident students in their assigned house and referral of students to appropriate resources. Tr. 40, 69; EX 3-5. RSLs are expected to be visible and available to the residents in their assigned house as a trained resource. Tr. 120-121. RSLs are mandatory reporters of Title VI and Title IX concerns when performing their RSL duties. Tr. 66-67, 478, 497; UX 1-2. They are also required to report any suspicion of underage drinking, illegal substance use, and over-intoxication. Tr. 289-290; UX 1, 2.

As part of their community-building role, RSLs are tasked with creating programming in line with the expectations of their role. Tr. 39-42. That includes planning events, workshops, and/or learning activities. EX 3-5. RSLs are responsible for explaining, documenting, tracking, and enforcing pre-assignment requirements for all pre-assignees (in residences with a theme or pre-assignment program). EX 3-5.

Examples of duties performed by RSLs include¹²: Assisting students who are locked out (Tr. 70, 78-79, 457, 483); documenting and reporting student/house concerns (Tr. 260-261); submitting Clery Act reports (Tr. 75; UX 1, 2); budgeting designated house funds for RSL-run programming (Tr. 116, 263, 460)¹³; making purchases to fulfil their role (Tr. 79, 405);¹⁴ hosting/attending weekly house meetings (Tr. 116, 174-175, 263, 405); attending weekly leadership/staff meetings (Tr. 116, 174, 406); making student referrals to professional campus resources (Tr. 116); hosting on-call events on Fridays and Saturdays (Tr. 116, 495-496);¹⁵ being on-call for student resident assistance for designated shifts (Tr. 177, 495);¹⁶ facilitating conflict resolution between resident students (Tr. 421-422, 457; EX 3-5); acting as liaison between dorm

¹⁰ The record reflects both testimony and documentary evidence regarding job duties of RSLs across multiple years. While specific duties may vary from year to year and house to house, the job duties outlined here represent those duties that the record reflects have remained relatively constant, particularly in most recent years (academic years 2025-2026 and 2026-2027).

¹¹ As mentioned above, RSLs have some specific designations depending on the housing category they serve (RAs vs. RA-Os vs. ETAs). The general job duties described herein reflect the non-exhaustive shared expectations across all RSLs unless otherwise specified.

¹² While this is an in exhaustive list of duties performed by RSLs, there is no claim that all RSLs perform each of these duties.

¹³ Some RSLs take on an additional designation of treasurer, which involves greater responsibilities in this area.

¹⁴ To make such purchases, RSLs have access to a Stanford-issued credit card, known as a P-card. Tr. 79, 175-176, 498. RSLs receiving training on what purchases they are allowed to make with the P-card and purchases are reviewed by other Stanford staff. Tr. 509-510.

¹⁵ How many on-call events each RSL is responsible for hosting can vary, but it is typically around 3-4 per quarter (or 10-12 per academic year). Tr. 180-181. In at least some houses, ETAs are not expected to host on-call events. Tr. 191-193.

¹⁶ On-call shifts are typically from 9:00 p.m. to 2:00 a.m. Tr. 264, 286. How many on-call shifts each RSL is responsible for can vary, but it is typically around 3-4 per quarter (or 10-12 per academic year). Tr. 180-181. In at least one house, ETAs are not expected to be on-call in the same manner as other RSLs. Tr. 191-193. However, those ETAs are still responsible for being available to and responding to resident student issues on a regular basis. Tr. 303.

government and professional staff (EX 3-5); managing house messaging applications (Tr. 186-187); supporting house social media (Tr. 186); managing space reservations within their assigned house (Tr. 422); ensuring their assigned house maintains a basic level of cleanliness and safety (EX 3-5); maintenance of an inventory of residence-owned items (EX 3); maintenance of residence storage space (EX 3-5); responding to emergencies in their assigned house (Tr. 405, 428, 483); serving as an Emergency Assembly Point (EAP) captain for the assigned residence during a building evacuation (UX 1, 2); participating in interviews for RSLs for the following academic year (UX 1, 2); participating in the closing of their assigned residence for winter break and at the end of the academic year (UX 1, 2); and other generalized student support (Tr. 116). RSLs share the duties of their position amongst themselves within their assigned houses.

ETAs take the lead on events and programs that are related to the ethnic theme of their assigned house. Tr. 399. At least in some houses, ETAs additionally lead, plan, teach and attend classes that Stanford undergraduates can take for University credit. Tr. 189-192, 197-204, 407, 411. ETAs work under an accredited professor who is listed as the official instructor of the course, but the ETAs are the primary facilitators. Tr. 411-413. ETAs are listed as Teaching Assistants (TAs) on the course syllabi for those classes they help to teach. Tr. 204.

While there are no set hours or days (beyond on-call days described above) that RSLs are required to work, they are expected to be accessible, visible, and available to residents in their assigned house throughout the week and weekends. EX 3-5. This includes being available in the evenings to connect residents to appropriate after-hours resources in case of an emergency. UX 1, 2. RSLs spend roughly 15 to 25 hours per week performing their RSL duties, though responsibilities and worktime can vary from week to week and from house to house. Tr. 473. RSL schedules are tracked and reviewable by supervising staff. Tr. 119-120. All residential student leaders are expected to be on campus beginning the end of the move-in period (September 5 at 1pm) and throughout the academic year whenever residences are open. UX 1, 2. RSL presence on campus is expected during breaks as well, including the Thanksgiving break, Spring break, and Final Exams. UX 1, 2.¹⁷ Coverage for those periods is shared amongst RSLs. UX 1, 2.

b) Compensation

RSLs receive a stipend every quarter they hold their position as follows: \$4,400 for the Autumn quarter, \$4,000 for the Winter quarter, and \$4,000 for the Spring quarter. Tr. 64; EX 1. The additional \$400 in stipend amount for the Autumn quarter is compensation for the mandatory training required of RSLs before the start of that quarter. Tr. 91, 400-401, 479-480. The stipend is paid with students' financial aid disbursement from institutional funds. Tr. 92; EX 1. The stipend is paid directly to RSLs without any restrictions on how the stipend can be used. Tr. 103. RSLs do not receive a discount in housing, but are guaranteed a spot in housing of their choice if they are selected as the RSL for that house. Tr. 239-240. RSLs are also given preference to have a single room (as opposed to having roommates). Tr. 240.

c) Training

During the Spring quarter preceding their appointment and in September, RSLs are required to attend mandatory general RSL training and then a house-specific RSL training. Tr. 129, 251-252; UX 8. Failure to attend the trainings can result in the Employer releasing them

¹⁷ In at least one house, RSLs may not be required to stay on campus during Thanksgiving break. Tr. 149

from their RSL position. Tr. 513. The RSL general training typically lasts about two weeks and has been most recently a hybrid of online and in-person instruction. Tr. 130-131, 251-254, 300. The general RSL training is intended to prepare RSLs to effectively support student well-being, uphold University policies, manage community responsibilities, and respond to incidents as required by their position. UX 8. House-specific trainings are led by designated resident faculty and typically last multiple sessions across multiple days. Tr. 129-130.

Topics covered in RSL training include: Reporting and compliance obligations under Title VI, Title IX, and Clery Act; campus security; financial stewardship; promoting student well-being and recognizing when to refer students for support; planning safe, inclusive events and managing risk; understanding available resources at Stanford; harm reduction; collaborating effectively with RDs and other campus partners; how to respond to sexual harassment, domestic abuse, and other instances of violence; and creating a healthy environment. Tr. 151-152; UX 8.

d) Oversight

i. Supervision

Associate Directors, Resident Fellows, Resident Directors, and Community Coordinators, who are all Stanford employees under the umbrella of the ResEd department, have oversight of RSLs as described below. Tr. 34-35, 47, 49.

RSLs are ultimately supervised by Associate Directors, who have the authority to provide feedback on performance, enact a performance plan, and terminate an RSL appointment. UX 2.¹⁸ Between RSLs and Association Directors, there are some additional layers of more direct supervision of RSLs as outlined below.

Some campus houses at Stanford employ Resident Fellows who act as a first-line of supervision for RSLs. UX 1, 2. Resident Fellows are Stanford faculty placed in resident housing to foster growth and development of students. Tr. 34-35. Resident Fellows are responsible for helping to support and guide RSLs, including by providing training for RSLs and continuous coaching of RSLs to meet the expectations of their role. Tr. 129-139. If RSLs have disputes amongst themselves that they cannot resolve, Resident Fellows step in to assist. Tr. 119. Resident Fellows receive free housing as compensation for this role. Tr. 139.

All campus houses have assigned Resident Directors whose sole job is to support RSLs and student residents, including by assisting and guiding RSLs in their role. Tr. 49; UX 1, 2. RSLs have 24/7 access to contact Resident Directors about issues that arise in the course of their work and are trained and expected to inform Resident Directors if certain issues arise. Tr. 462; UX 11.

Stanford also employs Community Coordinators, who, amongst other things, provide support and oversight of RSLs, including by working on RSL budgets and reconciling funds for RSL-led programming. Tr. 43-44, 49, 509-510; UX 1, 2.

ii. Evaluations

Stanford does not set any regular performance evaluation or review schedule for RSLs. Instead, Resident Directors/Resident Fellows have more regular contact and build relationships

¹⁸ In some prior years, this position was designated to Neighborhood Program Directors (NPDs) with the same general description. UX 1.

with RSLs in order to assess/support RSLs throughout their tenure. Tr. 52-53. Associate Directors are also able to provide formal feedback on RSL performance as needed. UX 1, 2.

iii. Discipline

When RSLs confirm their appointment, their Terms of Appointment outlines certain expectations for the position. UX 1, 2, 11. RSLs can be disciplined and removed from their position for failing to meet the expectations of their role. Tr. 415, 462-463; UX 1, 2. Resident Directors/Resident Fellows will give verbal admonishments and coachings to RSLs when they fail to meet expectations of their role. Tr. 66, 122, 277-277. If problems persist, Resident Directors/Resident Fellows can escalate issues to the ResEd department for further action. Tr. 277-279. Escalated matters that reach the ResEd level are documented within the ResEd department. Tr. 308-309. Certain breach of RSL expectations can and has resulted in more formal discipline from ResEd, up to and including termination. Tr. 292, 203, 434, 461-462; UX 1, 2, 10, 11. Once removed from an RSL position, subsequent quarterly stipends are no longer issued to the individual. Tr. 462-463; UX 1, 2. Termination may additionally require the removed RSL to vacate their RSL-assigned housing. Tr. 304-306, 434-435; UX 1, 2.

D. Residential Assistants United Rising (RAUR)

RAUR was formed in the summer of 2025 by current and former Stanford RSLs in response to the termination of some RSLs around that time. Tr. 329-330. RAUR's stated goals are to organize for better pay and working conditions for Stanford RSLs. Tr. 342-3423. Petitioner asserts that RAUR was formed for the purpose of collectively addressing RSLs' terms and conditions of employment. RAUR is not affiliated with any other labor organization or group. Tr. 330. RAUR is presently led by an approximately 10-person organizing committee comprised of current Stanford RSLs. Tr. 328-329.¹⁹ The steering committee includes several sub-committees, including strategy and communications sub-committees, all made up of RSLs. Tr. 331. The organizing committee meets weekly throughout the academic year. Tr. 331-334. The meetings are open to any RSLs who wish to join. Tr. 334. RAUR does not presently have a constitution or bylaws. Tr. 338. RAUR does not presently have any elected officers. Tr. 340.

Around April of 2026, RAUR made a request for voluntary recognition to Stanford. Tr. 346-347; BX 4. On May 10, 2026, RAUR filed the petition for representation with Region 32 of the NLRB that is the subject of this hearing and decision.

II. ANALYSIS

A. RSLs are Statutory Employees

1. Legal Standard

Petitioner asserts that the appropriate legal standard to assess whether RSLs are employees under the Act is the Board's decision in *Columbia University*, 364 NLRB 1080 (2016), which overruled *Brown University*, 342 NLRB 483 (2004) – a standard advocated by the

¹⁹ The organizing committee is open to any RSL who wants to be a part of the committee. Tr. 344.

Employer.²⁰ In *Columbia University*, the Board held that student assistants who have a common-law employment relationship with their university are statutory employees under the Act. 364 NLRB at 1081.

The Employer argues that the standard in *Columbia University* does not control the issues in this case for three primary reasons. First, the Employer argues that the RSL's are so far outside the employment context in their unique position within a peer leadership program that they are "simply not employees under the Act." E. Brf. 31. Employer draws this initial conclusion without citing any particular legal framework of analysis by which to assess the potential employee-employer relationship of this group, arguing instead that no standard exists and none should be applied. Second, the Employer argues that the *Columbia University* decision only narrowly addresses student assistants and that RSL are uniquely positioned on account of their educational relationship with Stanford and short tenures. Accordingly, the Employer reasons that "the primarily educational test" should apply to RSLs.²¹ E. Brf. 34. Finally, the Employer contends that, should the *Columbia University* standard be applied such that RSLs are found to be employees, the Board should overturn *Columbia University* and return to the *Brown University* standard because such a finding would violate the First Amendment and conflict with other constitutional and Federal laws/regulations concerning students (namely the First Amendment and the Family Educational Rights and Privacy Act (FERPA)).²² For the reasons stated below, the appropriate legal standard in this case is the Board's decision in *Columbia University*.

Regarding the Employer's first argument, I do not find controlling the general nature of RSL's work in determination of whether an employment relationship exists. The Employer argues that the intent of the Act should necessarily prohibit RSLs because Stanford's RSL program is primarily a leadership development opportunity wholly outside the scope of employment. To support its position, the Employer cites Department of Labor Fact Sheet #17S: Higher Education Institutions and Overtime Pay Under the Fair Labor Standards Act and *Marshall v. Regis Educ. Corp.*, 666 F.2d 1324 (10th Cir. 1981) for its proposition that RSLs do not fit into the NLRB framework as employees. Because the FLSA definition of a statutory employee is not tethered to the Board's and because FLSA policy reflects policy goals distinct from those of the Act, I am not persuaded by the Employer's argument that the Board should "simply find" that RSLs are not employees based on FLSA standards. And further, whatever leadership opportunities exist in Stanford's RSL program are not dispositive of RSL employee status. Whether RSLs share an employment relationship with Stanford is not foreclosed by the existence of some other additional relationship that the Act does not reach. 364 NLRB at 1080. The Employer further posits that RSLs can be declared outside the NLRB framework without express statutory consent and instead based on general intent of the Act. To support this position, the Employer cites to *NLRB v. Bell Aerospace Co.*, 416 U.S. 267 (1974) and *Cumberland Farms*, 272 NLRB 336 (1984). Neither case deals with students who perform services at a private university. While these cases generally stand for the proposition that adjudication may resolve

²⁰ As described further herein, Employer advocates first that no set standard applies and/or that RSL's are not employees even under *Columbia University*, but in the alternative, Employer asserts that the Board should return to the standards articulated in *Brown University*.

²¹ While Employer does not initially ascribe Board precedent to this test in its brief, I understand this reference to be akin to the analysis set forth in *Brown University*.

²² In its brief, the Employer also mentions Title IV and Title IX as other conflicting federal laws. Er. Brf. 48. However, beyond their mere mention, Employer makes no argument as to how these federal regulations might conflict and there is no record evidence to support such a finding.

novel employee status questions, I find that they do not require me from departing from extant law as to students who also provide services for their college or university. Since *Columbia University* issued, bargaining units of students who perform services for their college or university have been certified under the *Columbia University* test. Notably, it was applied to a group of part-time student library employees which culminated in an enforced bargaining order. *Univ. of Chicago*, 367 NLRB No. 41 (2018), rev. denied, enfd. 994 F.3d 694 (7th Cir. 2019).²³

Regarding the Employer's second argument, the Board's holding in *Columbia University* is based upon a combination of the broad definition of "employee" found in the statutory text of Section 2(3) of the Act, and the Supreme Court's observation that the "the Act squarely applies to 'any employee'" and "includes any 'person who works for another in return for financial or other compensation.'" 364 NLRB at 1083 (emphasis added), citing *Sure-Tan, Inc. v. NLRB*, 467 U.S. 883, 891 (1984); *NLRB v. Town & Country Electric*, 516 U.S. 85, 90 (1995). While the *Columbia University* decision involved determinations regarding a particular subset of student employees (student assistants), ultimately, the Board answered the threshold question regarding the applicable legal standard and found the common-law test for employee appropriate to examine the Act's coverage of "students who perform services at a university in connection with their studies." *Id.* at 1080. The Employer's assertion that RSLs are uniquely outside the *Columbia University* framework based on the "temporary and finite" duration of their role is unpersuasive. The student assistants in *Columbia University* were "employed for relatively short, finite periods of time, averaging only about two (not necessarily continuous) semesters of work." *Id.* at 1099. Nevertheless, the temporary nature of the student assistants' tenure did "not suggest a divergence of interests that would frustrate collective bargaining." *Id.* Instead, the Board noted that all student assistants typically served more than one semester, and that a semester "is not some insignificant or arbitrary period of time spent performing a task, but rather it constitutes a recurring, fundamental unit of the instructional and research operations of the university." *Id.* at 1100. RSLs in the instant case typically serve a full academic year, and sometimes for consecutive years. Their position is therefore not so unique so as to be outside the bounds of *Columbia University*, where the Board settled the standard by which to assess the employment status of students providing services to their universities even for a single semester.²⁴

Regarding the Employer's third argument, as I am obligated to apply Board precedent, the assertion that *Columbia University* was wrongly decided can only be resolved by the Board.²⁵ I note, however, the *Columbia University* decision already addressed the interplay of

²³ Other bargaining units comprised of college and university students were directed to an election under *Columbia University*, such as Case 18-RC-174071, Trustees of Grinnell College (student dining hall workers); Case 18-RC-291710, Trustees of Grinnell College (residual unit of students); Case 04-RC-313979, The Trustees of the University of Pennsylvania (unit of resident advisors and graduate resident advisors).

²⁴ The Employer acknowledges, and I note here, that Regional Directors have already applied the *Columbia University* standard specifically to their assessment of RAs at universities. See, e.g., 04-RC-313979, Trustees of the University of Pennsylvania (Certificate of Representation issued); 05-RC-188871, The George Washington University; and 19-RC-213177, Reed College.

²⁵ As noted above, other Regions have similarly applied the governing *Columbia University* precedent in assessing the employment status of university RAs such that there are currently recognized units of RAs at other universities. Even outside the R-case context, other Regions (and university employers) have acknowledged certain RAs as statutory employees under the Act. See, e.g., 02-CA-298060, Columbia University. These representation and unfair labor practice case examples are not to suggest that all RAs at all private universities are necessarily statutory employees under the Act but are illustrative of the *Columbia University* standard covering RAs. Overturning *Columbia University* therefore has the potential to create unnecessary uncertainty in an otherwise settled area.

other Federal laws and labor policies concerning students raised by the Employer in its argument that the decision should be overturned, including the First Amendment and FERPA. I also note that graduate student employees of this same Employer have already participated in a Board election and certification process notwithstanding similar First Amendment and FERPA considerations.²⁶

In sum, the appropriate legal standard in this case is the Board's decision in *Columbia University*.

2. Application of *Columbia University's* Common-Law Legal Standard

In *Columbia University*, the Board held that "student assistants who have a common-law employment relationship with their university are statutory employees entitled to the protections of the Act." 364 NLRB at 1092. In determining whether a common-law employment relationship exists, the Board examines whether the putative employees 1) performs services for another, 2) under the other's control or right of control, and 3) in return for payment. *Id.* at 1081, citing *Boston Medical Center*, 330 NLRB 152, 160 (1999). The employer-employee relationship is demonstrated where the evidence shows each element of the three-part common-law test is present, rather than by comparing the relative size of the parties' economic, educational, or other non-economic relationships. 364 NLRB at 1085.

The party seeking to exclude an otherwise eligible employee from the coverage of the Act bears the burden of establishing a justification for the exclusion.²⁷

a) RSLs Perform Services for Stanford

As described by several of the witnesses, campus residential life is an integral component of the student experience at Stanford, so much so that Stanford guarantees campus housing for its undergraduate students and uses its residential housing offerings as a means to distinguish itself from other universities. The Employer concedes that RSLs provide invaluable leadership in their roles responsible for developing community and connecting residents to the appropriate resources. RSLs are often a student-resident's primary point of contact for getting acclimated to campus life, gaining access to campus resources, and developing relationships with other students and Stanford offerings through campus activities and programs. RSLs also fulfill the important role of assessing and triaging resident emergencies or personal crises. RSLs provide leadership, within Stanford's established standards, which includes community building and peer support, collaborative programming, conflict resolution and policy application, and general operational/facilities management and support. RSL leadership is an integral part of the University's resident housing. Accordingly, the Employer expends significant effort to recruit, interview, hire, and train hundreds of RSLs each year as part of implementing its residential life experience for its students. The hearing testimony establishes that the Employer undertakes all of this effort because the Employer considers RSLs as uniquely able to perform the services the Employer has concluded are necessary

²⁶ A unit of graduate student teaching and research assistants were certified in Case 32-RC-316964.

²⁷ See, e.g., *NLRB v. Kentucky River Community Care, Inc.*, 532 U.S. 706, 711-712 (2001) (party seeking to exclude alleged supervisors bears burden of proof); *Montefiore Hospital and Medical Center*, 261 NLRB 569, 572 fn. 17 (1982) (party seeking to exclude alleged managers must "come forward with the evidence necessary to establish such exclusion"); *BKN, Inc.*, 333 NLRB 143, 144 (2001) (independent contractors); *AgriGeneral, L.P.*, 325 NLRB 972 (1998) (agricultural employees).

to meet its educational objectives. Given the evidence of their duties and purpose, it cannot reasonably be disputed that the RSLs perform services for the Employer.

b) RSLs Operate under the Control of Stanford

While the evidence demonstrates that RSLs have some discretion in how they perform their duties, I find that the RSLs are nonetheless subject to the Employer's control and not merely the Employer's right of control. Stanford exercises control of RSLs in a variety of ways. Primarily, Stanford has set requirements for the position, which if not followed, can result in removal from the position. The Terms of Appointment codifies many of the requirements of the position, including the maintenance of certain academic standards; participation in regular trainings and meetings, including by requiring RSLs to report to campus prior to other students; when and how frequently RSLs may leave campus; where and in what manner RSLs may eat meals; required participation in events and meetings; communication standards with designated supervisors; reporting obligations; and stewardship of University funds. Stanford makes an effort to allow RSLs some autonomy in how they accomplish their role, but expressly retains the right to remove RSLs from their role if their performance does not meet Stanford's set expectations.

RSLs are expected to actively engage with and make themselves available to the student residents in their assigned house. While the record establishes that RSLs have some freedom in developing programing content and specific times when they will perform some of their duties, the programs designed by the RSLs are subject to supervisory oversight of Resident Fellows, Community Coordinators, Resident Directors and/or Associate Directors. Outside the event programming associated with the position, RSLs have little discretion in deciding how they complete the administrative, training, or emergency response duties that are associated with the position.

Furthermore, the evidence shows that Stanford has indeed exercised its authority to discipline RSLs where Stanford found their performance unsatisfactory. Those disciplinary actions include coachings, formal warnings, and terminations.

Based on the evidence, I conclude that the Employer controls RSL work in satisfaction of the second prong of the common-law employment relationship test.

c) Stanford Compensates RSLs for their Role

The Board in *Columbia University* held that the payment of compensation—even if “comparatively slight, relative to other aspects of the relationship between the worker and employer”—together with the employer's right to control the work, suffice to establish an employment relationship for purposes of the Act. 364 NLRB at 1085.

The Employer disputes that it compensates RSLs. Stanford argues that the primary benefits to RSLs for their role are non-economic, i.e. educational leadership development²⁸ and relationship building, and that the stipends paid to RSLs are more akin to financial aid. Stanford points to its

²⁸ The record evidence also fails to establish that serving as an RSL is an integral aspect to the education of the undergraduate students who apply and who are selected to serve as RSLs. For example, being an RSL is not an academic requirement. Tr. 78-79. In fact, while only about 450 students served as RSLs in the 2025-2026 academic school year, over 6,700 registered students total lived in undergraduate student housing. JX 4. RSL job duties do not afford the RSL any academic credit. Tr. 78-79. ETAs have the option to enroll in seminars within their houses for credit, but it is not a requirement of the ETA/RSL position. Tr. 411-412.

stipend payment processing, which disperses through its financial aid department and does not require RSLs to complete W-2 or I-9 reporting. These distinctions about how payment is made and what the Employer calls it are insufficient to meet the Employer's burden.

It is clear from the record that RSLs are not providing their services voluntarily. RSLs unquestionably receive payment in exchange for their services -- \$12,400 for the academic year, to be precise. Further, since RSLs do not receive academic credit in exchange for serving as RSLs, there is no basis to conclude they provide RSL services as part of their educational relationship with Stanford.²⁹ Rather, the record establishes that RSLs provide services desired by Stanford in return for direct payment.

I am also not convinced that Stanford's attempt to couch the RSL stipend as financial aid in any way negates its function as compensation. The RSL stipends are paid directly to RSLs, who may use the money however they desire. There is no requirement that the stipend be used to offset educational costs. Further, the manner in which Stanford processes its stipend payment to RSLs does not dictate whether or not the payments are considered compensation. The logistics of payment distribution is not a primary inquiry even where that payment is considered by the institution as a form of financial aid. Rather, assigned work being a requirement for receipt of aid is demonstrative that the payment is compensatory. 364 NLRB at 1101.

Based on the evidence, I conclude that the Employer compensates RSLs for performing services for the Employer, satisfying the final prong of the common-law employment relationship test.

d) Conclusion

As explained above, RSLs are statutory employees within the meaning of the Act because they perform services under the control of Stanford for which they are compensated, satisfying all three elements of a common-law employment relationship.

B. RAUR is a Labor Organization Under the Act

Section 2(5) of the Act defines "labor organization" as "any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work." 29 U.S.C. §152(5). Under this statutory definition, an organization at issue is a labor organization if (1) employees participate, (2) the organization exists, at least in part, for the purpose of dealing with employers, and (3) these dealings concern conditions of work or concern other statutory subjects, such as grievances, labor disputes, wages, rates of pay, or hours of employment. *Electromation, Inc.*, 309 NLRB 990, 995 (1992). Further, if the organization has as a purpose -- the representation of employees -- it meets the statutory definition of "employee representation committee or plan" under Section 2(5) and will constitute a labor organization if it also meets the criteria of employee participation and dealing with conditions of work or other statutory subjects. *Id.*

²⁹ The Employer states in its brief that ETAs "receive academic credit for the classes they participate in as part of their role." E. Brf. 35. However, the record testimony confirmed that enrollment in such classes is not a requirement of the ETA/RSL position. Tr. 411-412.

Stanford contends that RAUR does not meet the requirements of a labor organization under the Act because RAUR is comprised of and represents RSLs, individuals which Stanford contends are not employees. As described above, the record evidence establishes that RSLs are statutory employees within the meaning of the Act. The evidence also establishes that RAUR's purpose is to represent RSLs, that RSLs participate in the organization, and that RAUR exists at least in part to deal with the Employer to address certain working conditions or concerns of RSLs. Accordingly, I find RAUR is a labor organization under Section 2(5) of the Act.

III. CONCLUSIONS AND FINDINGS

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is an employer engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act. The Petitioner claims to represent certain employees of the Employer, and the Employer declines to recognize the Petitioner as the employees' representative.

4. There is no collective-bargaining agreement covering any of the employees in the unit, and there is no contract bar or other bar to an election in this matter.

5. A question concerning commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

6. The Resident Student Leaders employed by the Employer are employees within the meaning of Section 2(3) of the Act.

7. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

Included: Undergraduate Residential Student Leaders appointed for the academic year (Autumn, Winter, and Spring Quarters), who serve as a Resident Assistant (RA), a Resident Assistant Operations (RA + O), or an Ethnic Theme Associate (ETA), at one of the undergraduate residence halls, undergraduate apartment/suites, or undergraduate rowhouses provided and managed by Stanford University and located in Stanford, California, 94305.

Excluded: All other employees, including but not limited to residential tutors; community coordinators; graduate fellows; resident directors; resident fellows; any residential student leaders or similar roles for the summer quarter; any residential student leaders or similar roles for graduate housing; clerical

employees; all currently represented employees; guards, supervisors, managers, professional and confidential employees as defined in the Act.

IV. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by Residential Assistants United Rising (RAUR).

A. Election Details

The election will be held at a date, time, and place determined by the Regional Director after consultation with the Parties.

B. Voting Eligibility

Eligible to vote are those who hold an appointment in a unit position for the 2026-2027 academic year and who remain in the position as of the date of the election.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names (that employees use at work), work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the Regional Director and the parties by **September 15, 2026**.³⁰ The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election, which the Region will provide in the near future, in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

³⁰ The Region will request an updated Voter List at the time of the issuance of the Notice of Election, due within two business days.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.nlrb.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review. Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: September 11, 2026



Christy J. Kwon
Regional Director
National Labor Relations Board
Region 32
1301 Clay St Ste 1510N
Oakland, CA 94612-5224