

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

JEFFREY SALITURE, et al.,
Plaintiffs,

v.

QUINNIPIAC UNIVERSITY, et al.,
Defendants.

Civil Action No.
3:05cv1956 (SRU)

MEMORANDUM OF DECISION

Plaintiffs Jeffrey Saliture, Anthony Falangas, Michael Solebello, and Yusuf Qasim are former students of Quinnipiac University. The plaintiffs were dismissed from the University after hosting a keg party at their off-campus house. They sued the school and two of its administrators, Carol Boucher and Manuel C. Carreiro, in a six-count amended complaint. The plaintiffs also filed a motion for preliminary injunction, seeking reinstatement as students and receipt of credit for the course work they completed at Quinnipiac during the fall 2005 semester. The motion for preliminary injunction is founded on plaintiffs' claim that the University's student handbook, which describes procedures that the University will follow in student disciplinary hearings, constituted a contract that was breached when the University summarily dismissed them.

The motion for preliminary injunction was the subject of a two-day evidentiary hearing. Having considered the testimony and exhibits presented at the hearing, along with all other materials filed in this case, I deny the motion for preliminary injunction (doc. # 8).

I. Background

On October 28, 2005, six Quinnipiac University students, including the four plaintiffs, hosted a keg party at their off-campus house. The police arrived at the party and arrested, among

others, the six student hosts. On October 31, 2005, Quinnipiac notified the six students of their “temporary dismissal” from the University, pending a disciplinary hearing.

The 2005-2006 Quinnipiac University Student Handbook, entitled “Quinnipiac Policies,” provides that: “The vice president and dean of student affairs or a designee has the authority to immediately suspend from Quinnipiac any student who is a threat to self or others and who, by his or her actions, is a danger to the community.” Student Handbook at 73. The parties dispute whether this provision applies to all Quinnipiac students or only to those living in Quinnipiac student housing.

The Student Handbook further provides:

Quinnipiac reserves the right to address issues with students who live off-campus and are involved in activities on and off campus that may endanger the health, safety and welfare of Quinnipiac students. Moreover, Quinnipiac reserves the right to review and address incidents that occur off campus in which Quinnipiac students are involved. Behavior that impacts the institution will be addressed through the university’s judicial system.

Id. at 75.

The Student Handbook sets forth various “Student Procedural Rights in the Judicial Process” and describes the judicial hearing. The procedural rights pertinent to this case include: “Evidence – The right to know the nature of the evidence and object during a hearing to evidence being heard that is un-related to the incident cited in the complaint” and “Witnesses – The right to be able to present evidence and witness statements in a judicial hearing. Any evidence and witness statements must be submitted to the associate dean of student affairs no less than one business day before the hearing.” *Id.* at 77. The section describing a judicial hearing reads as follows:

At a judicial hearing, a hearing officer and the accused are present. The hearing officer explains the procedural rights of the student. The complaint is read and the violations based on the complaint are explained. The student is asked if he/she is responsible for any of the violations. The student has the right to waive his/her right of five-day notification or can reschedule the hearing for five days later.

The hearing proceeds with the student presenting his/her case, which can include witness statements acquired by the accused. After the presentation of the case, the hearing officer questions the student. The hearing officer decides if the student is responsible or not responsible for the violations. The student is consulted about his/her sanction. The sanction may be announced and explained either at the hearing or at a later date as determined by the hearing officer. The student signs the Judicial Hearing Agreement/Notification of Discipline Sanction Form of his/her understanding of the sanction. The student has the right to request an appeal of his/her case.

Id.

The Judicial Procedures section of the Student Handbook lists thirteen possible sanctions. Those include: “Expulsion – The permanent separation of the student from Quinnipiac or Quinnipiac facilities” and “Dismissal – The separation of the student from Quinnipiac or Quinnipiac facilities for an indefinite period of time. Readmission to Quinnipiac may be possible in the future, but no specific time or date for a decision is established.” *Id.* at 78.

On November 8, 2005, Boucher provided each of the plaintiffs with a judicial hearing notification that set forth the disciplinary charges against them and advised them of their procedural rights. The judicial hearings on the disciplinary charges were held on November 10 and 11, 2005. Boucher served as the hearing officer. She had reviewed witness statements and investigative reports about the incident, including materials submitted by the plaintiffs themselves, but she did not provide copies of the University’s investigative materials and witness statements to the plaintiffs. Instead, Boucher orally summarized for each plaintiff the evidence

against him, using notes she had prepared while reviewing the investigative reports. Witnesses supporting the charges did not appear at the hearings.

Boucher found each of the four plaintiffs responsible for four of the five charges against them and issued a decision expelling the plaintiffs from the University. On November 11, 2005, Boucher met with each of the plaintiffs to advise them of her decision and to provide them with a letter setting forth that decision. Each of the plaintiffs appealed the expulsion. Vice President and Dean of Students, Manuel C. Carreiro, heard and decided those appeals. After meeting with each plaintiff, Carreiro affirmed the imposition of discipline, but reduced the sanction for each plaintiff from expulsion to dismissal. Carreiro's decision permitted each plaintiff to petition for reinstatement to the University at the end of the Spring 2006 semester, for reinstatement no earlier than the Fall 2006 semester. In May, the plaintiffs sent identical letters requesting reinstatement to Quinnipiac, but did not comply with the requirements for reinstatement that had been set forth by the University. Each of the plaintiffs was subsequently denied reinstatement.

II. Standard for Preliminary Injunctive Relief

The Second Circuit Court of Appeals has adopted a two-prong test for determining whether entry of a preliminary injunction is appropriate. The burden is on the moving party to demonstrate: (1) the likelihood of irreparable injury in the absence of an injunction, and (2) either: (a) likelihood of success on the merits, or (b) sufficiently serious questions going to the merits to make them fair ground for litigation plus a balance of hardships tipping decidedly toward the party requesting preliminary relief. *Reuters Ltd. v. United Press International, Inc.*, 903 F.2d 904, 907 (2d Cir. 1990). A preliminary injunction is considered a drastic remedy, *Borey v. National Union Fire Insurance Co. of Pittsburgh, Pennsylvania*, 934 F.2d 30, 33 (2d

Cir. 1991), but should be issued when necessary to preserve the status quo pending final outcome of a case. *Reuters*, 903 F.2d at 909.

III. Discussion

There are sufficiently serious questions about whether the plaintiffs have or will suffer irreparable harm as a result of the University's actions and about whether under Connecticut law a student handbook constitutes a contract between a university and its students to make those topics fair grounds for litigation. Nevertheless, under the circumstances of this case, those issues are immaterial to the present ruling. Even assuming that the plaintiffs would suffer irreparable harm from their dismissals absent injunctive relief, and even assuming further that the Student Handbook constituted a contract between Quinnipiac¹ and its students – an issue on which I express no opinion – there is insufficient merit to the breach of contract claim to support entry of a preliminary injunction.

The plaintiffs identify three ways in which they claim the University deviated from the terms of the Student Handbook. They allege that Quinnipiac: (1) failed to follow established procedures in the conduct of the judicial hearing, (2) unreasonably interpreted the Statement of Students' Responsibilities as applying to plaintiffs' lawful conduct in off-campus housing, and (3) wrongly applied the immediate suspension provisions of the Student Handbook to off-campus residents. None of these allegations has sufficient merit to make it a fair ground for litigation.

¹ Plaintiffs brought their breach of contract claim against all defendants. There is no allegation in the amended complaint, however, that the individual defendants entered into a contract of any sort with the plaintiffs. Accordingly, I consider here only whether there has been a breach of contract by Quinnipiac.

A. Failure to Follow Established Procedures

The plaintiffs point to language in the Student Handbook providing that a student facing a disciplinary charge “shall be granted due process and the following rights,” which are then listed. The plaintiffs apparently interpret this language as providing them with the full panoply of due process rights guaranteed by the Constitution. Although it would have been clearer if the quoted language read: “shall be granted due process in the form of the following rights,” that narrower reading appears to be the intent of the provision.² Plaintiffs allege that their contractual rights to due process were violated by their “expulsion” from the University prior to receiving a hearing. Even given the more expansive reading sought by plaintiffs, there is little to support the argument that the plaintiffs’ due process rights were violated by the hearing held less than two weeks after their immediate suspensions from the University.

Moreover, there is no reasonable basis for arguing that Boucher “failed to consider” the plaintiffs’ evidence at their hearings. Boucher received evidence from the plaintiffs before the hearings and reviewed it in advance of those hearings. Although Boucher declined to consider the character statements that the plaintiffs submitted and she did not find their other evidence persuasive, her actions hardly constitute a due process violation.

Finally, the failure of the University to disclose the evidence and statements against the plaintiffs does not violate the Student Handbook provision entitling plaintiffs to know “the nature of the evidence” against them. I find credible Boucher’s testimony that she disclosed to plaintiffs

² The Student Handbook does caution that the “prevailing rule in student discipline must be that of common sense. Excessive legalism can be a disservice to Quinnipiac and its community of students, faculty and staff. Legal counsel/attorneys, parents and/or family members are not permitted to participate in any judicial hearing.” *Id.* at 75.

the general nature of the evidence supporting the charges, including summaries of certain of the statements of witnesses gathered by the University's investigator. The Student Handbook does not provide students a right to challenge the evidence against them, only to "object during a hearing to evidence being heard that is *un-related to the incident* cited in the complaint," *id.* at 77 (emphasis added), and "to present evidence and witness statements in a judicial hearing." *Id.* See also *id.* at 77 ("The hearing proceeds with the student presenting his/her case, which can include witness statements acquired by the accused. After the presentation of the case, the hearing officer questions the student.").

B. Unreasonable Interpretation of Prohibitions in Student Handbook

The plaintiffs argue that holding them responsible for lawful activities that occurred on private, off-campus property is an unreasonable interpretation of the Statement of Students' Responsibilities. The violations that resulted in plaintiffs' dismissals included distributing alcohol to minors, throwing a keg party, and endangering the health and safety of self and/or others. Each of these activities is expressly prohibited in the Alcohol subsection of the Statement of Students' Responsibilities section of the Student Handbook. The Student Handbook not only could, but did, prohibit these activities, even by students living off-campus. The Statement of Students' Responsibilities begins with the words: "*All Quinnipiac students* are responsible for abiding by the rules and regulations of Quinnipiac, and those who violate them are subject to disciplinary action." *Id.* at 67 (emphasis added). No language in the Alcohol section suggests that the prohibited activities listed there apply only to on-campus areas. Any suggestion that distributing alcohol to minors is lawful, or that the University cannot punish otherwise lawful, off-campus conduct (e.g., lawful but dangerous conduct) under its disciplinary system is simply

wrong. The enforcement of these clearly stated policies was hardly arbitrary and capricious.

C. Immediate Suspension Provisions

The plaintiffs argue that they could not be dismissed under the “Immediate Disciplinary Suspensions” section of the Student Handbook, because the provisions of the Immediate Disciplinary Suspensions section apply only to residents of University housing. That argument is not supported by a careful reading of the Student Handbook.

First, the Immediate Disciplinary Suspensions section includes provisions that obviously apply to all Quinnipiac students, not merely to dormitory residents. For example, the section provides: “Quinnipiac reserves the right to communicate with parents on any student disciplinary action taken by Quinnipiac officials.” *Id.* at 73. There is no rational reason to read this statement as applying only to dormitory disciplinary issues. Moreover, when provisions apply only to the residence halls, that fact is made explicit: “The director of residential life . . . can suspend immediately *from the residence halls* any student who makes verbal threats against others” *Id.*

Second, the location of the Immediate Disciplinary Section within the Student Handbook – following both the Statement of Student Responsibilities section, *id.* at 67-70, and the Statement of Resident Student Responsibilities section, *id.* at 71-73 – suggests that it applies to all Quinnipiac students, not merely to students residing on campus. The resident student responsibilities are set forth in thirteen subsections, designated by lettered headings, A through M. The Immediate Disciplinary Suspensions section follows subsection M of the Statement of Resident Student Responsibilities. Although the typeface of the Immediate Disciplinary Suspensions heading is not as large as the typeface of the Statement of Resident Student

Responsibilities heading, there is no letter preceding the heading of the Immediate Disciplinary Suspensions section to indicate that it is merely a subsection of the Statement on Resident Student Responsibilities.

In short, the fact that the Immediate Disciplinary Suspensions section follows both of the student responsibilities sections and, by its terms, applies to both, refutes the plaintiffs' argument.

IV. Conclusion

Because there is no meritorious argument that Quinnipiac University violated the provisions of the Student Handbook, it is unnecessary to decide whether plaintiffs have established that they will suffer irreparable harm or whether the Student Handbook constitutes an enforceable contract under Connecticut law. Plaintiffs have failed to demonstrate either a likelihood of success on the merits or sufficiently serious questions concerning the merits to make them a fair ground for litigation. Accordingly, the motion for preliminary injunction (doc. # 8) is denied.

It is so ordered.

Dated at Bridgeport, Connecticut, this 6th day of June 2006.

/s/ Stefan R. Underhill
Stefan R. Underhill
United States District Judge